BAKERSFIELD CITY COUNCIL
AGENDA
MEETING OF JANUARY 20, 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 20, 2021 Bakersfield City Council Meetings

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

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

1. The meeting scheduled for **January 20, 2021, at 3:30 p.m**. will have limited public access.
2. The meeting scheduled for **January 20, 2021, at 5:15 p.m.** will have limited public access.
3. Consistent with the Executive Order, Councilmembers may elect to attend the meeting telephonically and to participate in the meeting to the same extent as if they were physically present.
4. The public may participate in each meeting and address the City Council as follows:

- View a live video stream of the meeting at https://bakersfield.novusagenda.com/AgendaPublic/ or, on your local government channel (KGOV).
- If you wish to comment on a specific agenda item, submit your comment via email to the City Clerk at City_Clerk@bakersfieldcity.us **no later than 1:00 p.m. prior to the Council meeting**. Please clearly indicate which agenda item number your comment pertains to.
- If you wish to make a general public comment not related to a specific agenda item, submit your comment via email to the City Clerk at City_Clerk@bakersfieldcity.us **no later than 1:00 p.m. prior to**

the Council meeting.

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

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS

5. PUBLIC STATEMENTS

a. Public comments received.

6. WORKSHOPS

Public comments will be received after Staff presentation.

a. Council Goals Quarterly Review

Staff recommends the City Council receive and file.

7. APPOINTMENTS

a. Appointments to City Council Committees and other special Committees and Boards by Vice Mayor Weir for 2021-23.

To be determined by Vice Mayor and ratified by Council.

8. CONSENT CALENDAR

Staff recommends adoption of Consent Calendar items.

Minutes:

a. Approval of minutes of the January 5, 2021, Special City Council Meeting and January 6, 2021, Regular City Council Meetings.

Payments:

b. Receive and file department payments from December 23, 2020, to January 7, 2021, in the amount of $16,777,247.01; Self Insurance payments from December 23, 2020, to January 7, 2021, in the amount of $403,354.96; totaling $17,180,601.97.

Ordinances:

c. First reading of an ordinance amending Title 17 of the Bakersfield Municipal Code related to parking space requirements within the Central District, Old Town Kern, and other mixed-use areas. Notice of Exemption on file.

d. First reading of an ordinance amending Title 17 of the Bakersfield Municipal Code related to procedures for reasonable accommodation in the City's land use and zoning regulations pursuant to State of California Department of Housing and Community Development guidelines and requirements and fair housing laws. Notice of Exemption on file.

Ward 4

e. First reading of the ordinance amending the Official Zoning Map in Title 17 of the Bakersfield Municipal Code by changing the zone district from PCD (Planned Commercial Development) zone to revised PCD zone for a change of use from retail to fast food on approximately 0.75 acres of a larger 52-acre commercial center, generally located at 9030 Rosedale Highway. Notice of Exemption on file.

Ward 2

f. Adoption 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. (ZC No. 20-0267) ***(FR 1/6/2021)***

Resolutions:

Ward 1

g. Resolution determining that a Peterbilt 567 3-axle dump truck can most efficiently be obtained through cooperative procurement bidding procedures from Golden State Peterbilt and authorizing the Finance Director to dispense with bidding thereof, not to exceed $265,000.

Ward 2

h. Sewer connection fee assessment for 2731 California Avenue:

1. Resolution confirming assessments for sewer connection fee and authorizing the collection of assessment by the Kern County Tax Collector.
2. Agreement with Dean Johnson, Wendy Johnson, and Gail Johnson, 2731 California Avenue, to pay the sewer connection fee through the Kern County Tax Collector.

Ward(s) 2, 3

i. 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 4-229 (1406 & 1409 Monterey Street) – Ward 2

2. Area 4-230 (1213 Columbus Street) – Ward 3
3. Area 4-231 (905 E. 18th Street) – Ward 2
4. Area 4-234 (4500 Buck Owens Boulevard) – Ward 3

Ward(s) 1, 7

j. 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. 2075 adding Area 5-105 (1401 Brook Street) – Ward 1
2. ROI No. 2076 adding Area 5-108 (6915 Colony Street) – Ward 7

Ward 2

k. Resolution of Intention No. 2074 for the vacation of portions of several streets in the Westpark neighborhood that are now rendered inoperable by the construction of the Centennial Corridor Freeway.

Agreements:

l. Homeless Housing, Assistance, and Prevention Services (HHAP) Grant For the Mission at Kern County: $960,000; Emergency Shelter Bed Expansion Operating; 816 E 21st St, Bakersfield, CA 93305.

m. Community Development Block Grant-Coronavirus (CDBG-CV) Agreements with Mission Community Services Corporation ($87,347) and Access Plus Capital ($2,160,000) to provide technical and financial assistance to small businesses and microenterprises.

n. CARES Emergency Solutions Grant Round 2 Agreements:

1. Flood Ministries Homeless Outreach Services Agreement for $253,532 in Emergency Solutions Grant – CARES Round 2 (Citywide)
2. Community Action Partnership of Kern Coordinated Entry System Support Agreement for $120,000 in Emergency Solutions Grant – CARES Round 2 (Citywide)
3. Kern County Superintendent of Schools Youth Rental Assistance Agreement for $58,400 in Emergency Solutions Grant – CARES Round 2 (Citywide)
4. Bakersfield Homeless Center Rapid Rehousing Agreement for $1,500,304 in Emergency Solutions Grant – CARES Round 2 (Citywide)
5. Mercy House COVID Related Operations at Brundage Lane Navigation Center Agreement for $761,214 in Emergency Solutions Grant – CARES Round 2 (Citywide)

Ward 2

o. Amendment No.1 to Agreement No. 014-12 with KG Oilers Corp and AEG Bakersfield Modifying Lease Fee Terms for the use of Mechanics Bank Arena for the 2020-21 American Hockey League Season.

p. Amendment No. 2 to Agreement No. 18-199 with SC Fuels ($1,250,000; revised not to exceed $3,500,000 and extend the term one year) for supply of partial/bob-tail fuel deliveries.

q. Pilot Recycling Program at BARC Recycling Facility:

1. Amendment No. 1 Agreement 2020 - 185 with BARC Inc., ($40,000; revised not to exceed $133,333.31 and extend term to April 30, 2021) for leasing of BARC Recycling facility.
2. Amendment No. 1 Agreement 2020 - 186 with BARC Inc., ($56,250; revised not to exceed $171,250 and extend term to April 30, 2021) to provide staffing for sorting of recyclable material at the BARC Recycling Facility.

Ward 2

r. Contract Change Order No. 1 to Agreement No. 2020-109 with Cen-Cal Construction, Inc. ($73,369.92; revised not to exceed $264,369.92) for the Pedestrian Improvements Various Locations - Brundage Lane between Myrtle Street and Pine Street; L Street between 17th Street and 22nd Street project.

Bids:

s. Accept bid from Dell Marketing, L.P. ($155,000.84) for Dell server replacements for the Technology Services Department.

Ward 2

t. Accept bid from Wesco Distributing Inc. ($92,701.45) for decorative street lamps for the General Services Division.

Miscellaneous:

Successor Agency Business:

Public Safety/Vital Services Measure:

u. Purchase of two CNG roll off trucks:

1. Resolution determining that a roll off truck can most efficiently be obtained through cooperative procurement bidding procedures from Golden State Peterbilt and authorizing the Finance Director to dispense with bidding thereof, not to exceed $518,000.
2. Appropriate $259,000 Equipment Fund balance to the Public Works Operating Budget to fund the purchase cost for a roll off truck for the Solid Waste Division.

3. Transfer $259,000 Public Safety Vital Services (PSVS) Measure funds from the Economic/Community Development Department operating budget to the Public Works Department Equipment Fund operating budget to fund the purchase cost for a roll off truck for the Clean City Initiative Program.

9. CONSENT CALENDAR PUBLIC HEARINGS

10. HEARINGS

Ward 2

a. Public Hearing to consider a resolution ordering the vacation of the north 19.46 feet x 82.50 feet of R Street, located 302.25 feet north of California Avenue.

Staff recommends approval of the resolution.

Ward 3

b. Public Hearing to consider Conditional Use Permit No. 20-0179 (Appeal). Casa Esperanza Transitional Home for Women & Children is proposing a conditional use permit to allow for a 6-bed rooming house to accommodate women and their minor children in the R-1 (One-Family Dwelling Zone) district, located at 1421 Panorama Drive. Kristen and Johnny Urquidez submitted an appeal of the Planning Commission's decision to approve the proposal. Notice of Exemption on file (CUP No. 20-0087).

Staff recommends upholding the decision of the Planning Commission and approving Conditional Use Permit No. 20-0179.

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

11. REPORTS

12. DEFERRED BUSINESS

13. NEW BUSINESS

14. COUNCIL AND MAYOR STATEMENTS

15. ADJOURNMENT

ADMINISTRATIVE REPORT

MEETING DATE: 1/20/2021 Public Statements 5. a.

TO: Honorable Mayor and City Council

FROM: Julie Drimakis, City Clerk

DATE: 1/20/2021

WARD:

SUBJECT: Public comments received.

STAFF RECOMMENDATION:

BACKGROUND:

ATTACHMENTS:

	Description	Type
	Public Comments	Correspondence
	Written material submitted during the meeting by MT Merickel	Correspondence
	Written material submitted during the meeting by Teresa Macias	Correspondence

From	Agenda Item	Position	Subject	Type	Received
Jenae Long	Public Comments	Support	Backyard Hens	email	Friday, January 8, 2021 9:29:10 AM
Christy Deanna	Public Comments	Support	Backyard Hens	Voicemail	Tuesday, January 19, 2021 6:33 AM
Jenny Sanchez	Public Comments	Support	Backyard Hens	Voicemail	Tuesday, January 19, 2021 6:25 AM
No Name Provided	Public Comments	Support	Backyard Hens	Voicemail	Tuesday, January 19, 2021 6:23 AM
Stockdale Elementary	Public Comments	Support	Backyard Hens	Voicemail	Tuesday, January 19, 2021 6:19 AM
Priscilla Russell	Public Comments	Support	Backyard Hens	Voicemail	Monday, January 18, 2021 9:54 PM
No Name Provided	Public Comments	Support	Backyard Hens	Voicemail	Monday, January 18, 2021 7:56 PM
Plott Wendi	Public Comments	Support	Backyard Hens	Voicemail	Monday, January 18, 2021 1:58 PM
Renee Nelson	Public Comments	Support	Backyard Hens	Voicemail	Monday, January 18, 2021 11:05 AM
Darryl Pope	Public Comments	Support	Backyard Hens	Voicemail	Monday, January 18, 2021 9:41 AM
Amy Robertson	Public Comments	Support	Backyard Hens	Voicemail	Monday, January 18, 2021 8:40 AM
Tammie Fay	Public Comments	Support	Backyard Hens	Voicemail	Sunday, January 17, 2021 9:01 PM
Robert Westerfield	Public Comments	Support	Backyard Hens	email	Monday, January 18, 2021 10:19 PM
Craig Tobin	Public Comments	Support	Backyard Hens	email	Monday, January 18, 2021 3:45 PM
Becky Pelishek	Public Comments	Support	Backyard Hens	email	Monday, January 18, 2021 1:06 PM
Alfred Ramirez	Public Comments	Support	Backyard Hens	email	Monday, January 18, 2021 10:24 AM
Lisa Chatterton	Public Comments	Support	Backyard Hens	email	Monday, January 18, 2021 1:09 AM
Jayme Gonzaga	Public Comments	Support	Backyard Hens	email	Saturday, January 16, 2021 9:15 PM
Lontec Abegail	Public Comments	Support	Backyard Hens	Voicemail	Tuesday, January 19, 2021 11:07 AM
Jason Weis	Public Comments	Support	Backyard Hens	Voicemail	Tuesday, January 19, 2021 12:26 PM
MT Merickel	Public Comments	Support	Backyard Hens	email	Tuesday, January 19, 2021 11:03 AM
Alex Dulay	Public Comments	Support	Backyard Hens	email	Tuesday, January 19, 2021 11:18 AM
No Name Provided	Public Comments	Support	Backyard Hens	Voicemail	Tuesday, January 19, 2021 12:38 PM
Cheyenne Romanini	Public Comments	Support	Backyard Hens	Voicemail	Tuesday, January 19, 2021 12:39 PM
Brock Snider	Public Comments	Support	Backyard Hens	Voicemail	Tuesday, January 19, 2021 1:08 PM
Matthew Merickel (M.T.)	Public Comments	Support	Backyard Hens	Voicemail	Tuesday, January 19, 2021 1:26 PM
No Name Provided	Public Comments	Support	Backyard Hens	Voicemail	Tuesday, January 19, 2021 2:45 PM
Tracey Merickel	Public Comments	Support	Backyard Hens	Voicemail	Tuesday, January 19, 2021 2:23 PM
Kalli Beckwith	Public Comments	Support	Backyard Hens	Voicemail	Tuesday, January 19, 2021 3:16 PM
No Name Provided	Public Comments	Support	Backyard Hens	Voicemail	Tuesday, January 19, 2021 3:45 PM
Michael Harp	Public Comments	Support	Backyard Hens	Voicemail	Tuesday, January 19, 2021 3:49 PM
Jonathan Cunningham	Public Comments	Support	Backyard Hens	email	Tuesday, January 19, 2021 9:01 PM
Christina Frederick	Public Comments	Support	Backyard Hens	email	Wednesday, January 20, 2021 11:01 AM
Janie Lugo	Public Comments	Support	Backyard Hens	email	Wednesday, January 20, 2021 12:02 PM
Kirk Boland	Public Comments	Support	Backyard Hens	email	Wednesday, January 20, 2021 12:03 PM
Nicole Lewis	Public Comments	Support	Backyard Hens	email	Wednesday, January 20, 2021 12:59 PM
Johanna Coronad	Public Comments	Support	Sidewalks and Streetlights for Shellmacher Ave and Planz Road	email	Wednesday, January 20, 2021 12:52 PM

From: Alex Dulay
To: City_Clerk
Subject: Backyard Hens
Date: Tuesday, January 19, 2021 11:18:06 AM

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

Dear City Council Members:

I appeal for your support in voting for the Ordinance to allowing backyard hens.

Thank you.

Alex A. Dulay
661 889 6853

From:	Fred & Sherri Ramirez
To:	City_Clerk
Subject:	Website request
Date:	Monday, January 18, 2021 10:24:34 AM

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

To our Bakersfield Councilmen

I vote and support the ordinance amendment to allow “backyard hens”. You have passed the ordinance and I strongly encourage you to now make it legal. Please do not allow these frivolous lawsuits to hinder what has already been decided upon.

Thank you for your service and your consideration to my request.

Sincerely,
Alfred J. Ramirez

Name: Amy Robertson
Number: (661) 319-6136
Message: Hi I'm calling about the backyard chickens. I really need backyard chickens to continue in Bakersfield. My family eats the eggs and we use the chicken coop to replenish our vegetable garden. So please continue backyard chickens in Bakersfield and all surrounding areas of Bakersfield. This is Amy Robertson. My address 14104 Turnagin Court, Bakersfield 93314. Thank you.

From: Becky Pelishek
To: City_Clerk
Subject: general public comment
Date: Monday, January 18, 2021 1:06:47 PM

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Hello city councilmembers,

Thank you for reading my email. I am writing about the legalizing of backyard hens.

Over 2020, the city council heard from many members of the public on all sides of the topic of backyard hens. After following a careful and thorough process, the council members voted in favor of allowing backyard hens. With the lawsuit that came up, it has stalled this effort. However, we expect the council will still enact the ordinance that was passed. To me and my family, this is fair.

The Council made a decision after weighing the pros and cons and hearing from the public. I encourage the council to stand strong despite the lawsuit the has come up attempting to obstruct the process.

I firmly believe that families should have every right to food security. This pandemic has strengthened that conviction. I think having backyard hens- along with a victory garden- is an excellent way to simply and securely provide food for your own family, without depending on supply chains or governments. Plus, both are healthy as well. It's a simple freedom and privilege, which also increases the quality of life for individuals and families.

Sincerely,
Becky Pelishek

Name: Cheyenne Romanini
Number: (661) 203-2037
Message: Hi my name is Cheyenne Romanini and I live in the City of Bakersfield. I'm a voter. I'm calling regarding the backyard hen initiative that was passed earlier this year. I just wanted to say that I support that. I think the hens would be a good idea in our neighborhoods, so thank you.

From: Christina Frederick
To: City_Clerk
Subject: Support Hens
Date: Wednesday, January 20, 2021 11:01:19 AM

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I support backyard hens!

Christina Bledsoe
6409 Sally Ave
Bakersfield, CA 93308

Sent from my iPhone

Name: Christy Deanna
Number: (661) 205-1415
Message: Yes, I'd like to vote and support the backyard hens. You know, you passed the ordinance. Now could you please make it legal so we could have them in our yards? Thank you so much. God bless you.

From: Craig Tobin
To: City_Clerk
Subject: Back yard Chickens
Date: Monday, January 18, 2021 3:45:52 PM

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100 % for the approval of backyard Chickens .

Craig Tobin
President - Triumph, LLC
1527 F st
Bakersfield, CA 93301
661.397.7017

Name: Darryl Pope
Number: (661) 742-8681
Message: Hi, I'm calling on behalf of the backyard hens expressing my support and the evidence is that there is no indication that this is harmful in any of the major cities throughout the state and the country. There's nothing on record where it's legal showing that it's harmful, therefore I support it.

From: Janie Lugo
To: City_Clerk
Subject: Public Comment 1/20/2021
Date: Wednesday, January 20, 2021 12:02:30 PM
Attachments: Janie email 1_20.pdf

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See Attached.

Dear Council Members,

I would like to communicate my support of allowing backyard hens within the city limits and implementing the ordinance that was passed.

This has now become an issue much more than the right of the citizens of Bakersfield to own hens. This has become about upholding the democratic process of government and not allowing the power of a few wealthy individuals overrule the will of the majority of the common people.

I hope that the City Council of Bakersfield will uphold and not rescind the ordinance that was passed allowing backyard hens.

Sincerely,

Janie Boland

Caller ID: Jason Weis
Number: (661) 706-3085
Message: Hello and good afternoon. I was calling to let you know that I support the ordinance amendments to support backyard hens. Thank you so much. Have a great day.

From: Jayme Gonzaga
To: City_Clerk
Subject: Support Backyard Hens
Date: Saturday, January 16, 2021 9:15:14 PM

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I support the legalization and normalization of backyard hens. Please rule in favor of this important initiative!
Thank you for your careful consideration,
Jayme Coyle

Sent from my iPad

From: Jenae Long
To: City_Clerk
Subject: support backyard hens
Date: Friday, January 8, 2021 9:29:10 AM

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I support backyard hens, FYI.

Virus-free. www.avast.com

Name: Jenny Sanchez
Number: (661) 348-1667
Message: I vote and I support backyard hens. You passed the ordinance. Now, please make it legal.

From:	jcoronado@tdhintl.net
To:	City_Clerk
Subject:	City Council Comments - 012021
Date:	Wednesday, January 20, 2021 12:52:08 PM
Attachments:	City_Council_Comments_Sidewalks_012021.pdf

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

Hello City Clerk,

Attached is the comment that I want to submit for the January 20 City Council Meeting,

Best,
Johanna Coronado

--
Johanna Coronado
Public Affairs Associate
TDH Associates International
Email: jcoronado@tdhintl.net

01-20-2021 – City Council Meeting Public Comment

Good afternoon, Council members. My name is Teresa Macias, and I am here to ask for sidewalks and streelights for Shellmacher Avenue and Planz Road, where I live, located in Ward 1 in Southeast Bakersfield.

Many families in the area have children who take the bus to school.

However, to get to the bus stop, they have to walk on the streets where cars pass because there are no sidewalks. This causes a danger to the families and their children.

You can see on the attached maps that there are no sidewalks on the street in Shellmacher. There are no sidewalks to the only market in the area.

I request, along with my neighbors, that you build sidewalks along Shellmacher Avenue and Planz Road so that the children can get to their bus destination safely. Thank you for your consideration.

Spanish

Buenas tardes, miembros del Concilio. Mi nombre es Teresa Macias y estoy aquí para pedir por banquetas y luces de calle para la Avenida Shellmacher, y Planz Road, donde yo vivo, localizada en el Distrito 1 por el Southeast de Bakersfield.

Muchas familias de la zona tienen niños que toman el autobús para ir a la escuela.

Sin embargo, para llegar a la parada del autobús, tienen que caminar por las calles donde pasan carros porque no hay banquetas. Esto causa un peligro para las familias y sus niños.

Pueden ver en los mapas que faltan banquetas en la calle de Shellmacher. No hay banquetas para ir al único mercado de la zona.

Solicito, junto con mis vecinos, que construyan banquetas a lo largo de la avenida Shellmacher y Planz Road para que los niños puedan llegar a su destino con seguridad. Gracias por su consideración.

Planz Rd.
Elementary School Bus stop
STOP
3D

Planz Rd.
Shellmacher Ave
ONE WAY
STOP
3D

Shellmacher Ave.

From: Jonathan Cunningham
To: City_Clerk
Subject: Backyard hens
Date: Tuesday, January 19, 2021 9:01:58 PM

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

My name is Jon Cunningham and i support backyard hens. We passed the ordinance now lets make it legal!!! Thank you!

Name: Kalli Beckwith
Number: (661) 588-5229
Message: Hi my name is Kalli Beckwith and I am a big support of the backyard hen initiative and I would like to reiterate my support for this movement. I'd like to ask that the Council lift the suspension on the past ordinance and allow for hens during this legal battle. We were loud and we showed our support for urban hens and the research that supports that there is no danger to the community and a few disgruntled citizens unfortunately are wasting the taxpayer dollars and it's really unfortunate. We understand that the new Councilmembers maybe haven't heard all of the information that we presented the first many go-arounds with this but we ask that you continue to support this initiative which had a majority vote. And also look to the many other cities and counties that have passed this ordinance. There are dozens in California. Thank you. Not sure if that cut off, sorry. We're far behind this movement and we ask that you please support this and continue to support it and vote it even after the legal battle is over but in the meantime, please lift the temporary stay and let us continue or let us for the first time have hens in the City. Thank you.

From:	Kirk Boland
To:	City_Clerk
Subject:	Public Comment 1/20/2021
Date:	Wednesday, January 20, 2021 12:03:32 PM
Attachments:	Council meeting 1_20.pdf

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

See Attached.

Dear City Council Members,

At the 2012 Legislative and Litigation Committee meeting when the backyard hen ordinance was first discussed Council member Sue Benham asked staff to research Santa Rosa and San Diego ordinances on the effect and issues of their ordinances and to report back to the committee.

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

Also in 2012 Staff conducted survey of 10 other comparable cities in California regarding the allowance of backyard hens. Of the 10 cities they surveyed 5 allowed backyard hens 5 did not. Those same cities today only 2 of the 10 do not allow backyard hens.

According to relator. Com the top 10 housing markets of 2020 all allowed backyard hens.

Also, according to businessindsider.com the top 10 best places to live in 2020 all allow backyard hens.

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 City Council, in which 4 of the 7 members voted to approve this ordinance. If the council bows down to the anonymous group behind the lawsuit it will set a bad precedent. The City Council needs to honor that vote and those council members who sided with the majority of its residents.

Kirk Boland

RE: Ordinance

From: Fleenor, Toni (tfleenor@citrusheights.net)

To: poprocksncoke0013@yahoo.com

Date: Friday, August 14, 2020, 08:53 AM PDT

Good morning,

We do not have a large impact on calls for service regarding chickens in citrus heights. We might get one call a month for a chicken or a rooster, and even that is too frequent. Rooster calls are referred to Code Enforcement.

Below is our ordinance regarding small animal keeping.

Small animal keeping. The minimum site area for the noncommercial keeping of *small animals* with a weight less than 75 pounds at maturity, other than pets, as an incidental use, shall be 10,000 square feet.

a.

Exception. Subject to the keeping standards listed in Section 106.42.030.G, up to six hens may be kept on residentially zoned lots less than 10,000 square feet only if the property is developed with a detached single-family residence. Properties 10,000 square feet or larger, or within an RD-1 or RD-2 zoning district are not limited to six. Roosters shall be allowed only on a site of 20,000 square feet or larger, or within an RD-1 or RD-2 zoning district.

Thank you,

Toni Fleenor

Program Assistant

Animal Services Unit

OPERATIONS DIVISION

Citrus Heights Police Department

6315 Fountain Square Dr.

Citrus Heights, CA 95621

(916) 725-7387 CHAS

(916) 727-5538 VM

tfleenor@citrusheights.net

www.citrusheightspd.net

From: Kirk Boland <poprocksncoke0013@yahoo.com>
Sent: Tuesday, August 11, 2020 9:08 AM
To: Animal Services <animalservices@citrusheights.net>
Subject: Ordinance

Hi, I am writing you in regards to the allowance of backyard chickens in the City of Citrus Heights. I am currently doing some research on this subject and would like some information if you are willing to share with me?

Has the ordinance had a major impact on the amount of calls you receive? If so what has the impact been?

Has there been any other problems regarding this ordinance that you are aware of?

Any help with these questions would be greatly appreciated.

Thank you,

Kirk Boland

RE: City Ordinance

From: AnimalCare (animalcare@longbeach.gov)

To: poprocksncoke0013@yahoo.com

Date: Friday, August 7, 2020, 11:48 AM PDT

No impact. Not very many permits requested and no additional complaints received.

No problems with the ordinance.

Thank you,

David Linn

Field Operations Supervisor

City of Long Beach Parks, Recreation & Marine | Animal Care Services

7700 E. Spring St. | Long Beach, CA 90815

Office: (562) 570-3066

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From: AnimalCare
Sent: Friday, August 07, 2020 9:54 AM
To: Alfredo Magana <Alfredo.Magana@longbeach.gov>; David Linn <David.Linn@longbeach.gov>
Subject: FW: City Ordinance

An interview of sorts

Danielle Shinnebarger

Customer Service Representative

City of Long Beach Parks, Recreation & Marine | Animal Care Services

7700 E. Spring St. | Long Beach, CA 90815

Office: 562-570-7387

From: Kirk Boland [mailto:poprocksncoke0013@yahoo.com]
Sent: Friday, August 07, 2020 8:27 AM
To: AnimalCare <AnimalCare@longbeach.gov>
Subject: City Ordinance

-EXTERNAL-

Hi, I am writing you in regards to the allowance of backyard chickens in the City of Long Beach. I am currently doing some research on this subject and would like some information if you are willing to share with me?

Has the ordinance had a major impact on the amount of calls you receive? If so what has the impact been?

Has there been any other problems regarding this ordinance that you are aware of?

Any help with these questions would be greatly appreciated.

Thank you,

Kirk Boland

RE: City Ordinance

From: Houser, Catherine (chouser@murrietaca.gov)

To: poprocksncoke0013@yahoo.com

Date: Monday, July 27, 2020, 11:24 AM PDT

Good morning Kirk,

Sorry I am just back in the office, thank you for your patience.

We do allow chickens in some residential areas. We limit the coop distance to the fence lines and the number of chickens per land size. I am sure you saw all of that already. I have not had any issues really, I get very few calls, really only when the coops are not properly distanced or there are too many chickens or there is a rooster. But overall, the calls and issues are very low for our City. I hope this has been helpful, feel free to let me know if you need further information. Enjoy your day.

All the Best,

Cathy Houser

Code Enforcement Office Assistant

1 Town Square | Murrieta, CA | 92562

Code Department Main Line: (951) 461-6332

http://www.murrietaca.gov/FormCenter/Development-Services-4/Code-Enforcement-Complaint-76

http://library.amlegal.com/nxt/gateway.dll/California/murrieta_ca/murrietacaliforniamunicipalcode?f=templates$fn=default.htm$3.0$vid=amlegal:murrieta_ca

www.MurrietaCa.gov

We are stronger together! Click here for City of Murrieta COVID-19 information.

Please note that email correspondence with the City of Murrieta, along with attachments, may be subject to the California PublicRecords Act, and therefore may be subject to disclosure unless otherwise exempt. The City of Murrieta shall not be responsible for any claims, losses or damages resulting from the use of digital data that may be contained in this email.

From: Kirk Boland <poprocksncoke0013@yahoo.com>
Sent: Friday, July 10, 2020 1:12 PM

To: Houser, Catherine <CHouser@MurrietaCA.gov>
Subject: City Ordinance

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi, I am writing you in regards to the allowance of backyard chickens the City of Murrieta which I believe was approved in 2016. I am currently doing some research on this subject and would like some information if you are willing to share with me?

Has the ordinance had a major impact on the amount of calls you receive? If so what has the impact been?

Has there been any other problems regarding this ordinance that you are aware of?

Any help with these questions would be greatly appreciated.

Thank you,

Kirk Boland

Re: Ordinance

From: Villalobos, Edith (edith.villalobos@oxnardpd.org)

To: poprocksncoke0013@yahoo.com

Date: Tuesday, August 11, 2020, 08:25 AM PDT

Good morning Kirk,

Hope all is well with you. I'll be happy to share any information with you regarding our ordinance. You will find my response if blue.

- Has the ordinance had a major impact on the number of calls you receive? If so what has the impact been?

Calls for service reference issues, concerns, or nuisance complaints involving chickens are minimal (unlike roosters). These types of calls do not impact our call volume as they are minimal.

- Has there been any other problems regarding this ordinance that you are aware of?

When addressing these calls, the two common complaints are in reference to loose chickens and unsanitary conditions. No other pattern of problems have been identified at this time.

Hope this helps.

Regards,

> On Mon, Aug 10, 2020 at 2:38 PM 'Kirk Boland' via Oxnard Animal Safety <oxas@oxnard.org> wrote:
>
> Hi, I am writing you in regards to the allowance of backyard chickens in the City of Oxnard. I am currently doing some research on this subject and would like some information if you are willing to share with me?
>
> Has the ordinance had a major impact on the amount of calls you receive? If so what has the impact been?
>
> Has there been any other problems regarding this ordinance that you are aware of?
>
> Any help with these questions would be greatly appreciated.
>
> Thank you,
>
> Kirk Boland

--
Edith Villalobos
Supervising Animal Safety Officer
Oxnard Police Department /Animal Safety
Phone: (805) 385-7640
Mon-Thur 7am-5pm
edith.villalobos@oxnardpd.org

RE: [EXTERNAL] City Ordinance

From: Sennett, Leslie (lsennett@sandiego.gov)

To: poprocksncoke0013@yahoo.com

Date: Monday, July 13, 2020, 01:26 PM PDT

Good afternoon, Mr. Boland. The ordinance allowing backyard chickens has not had a major impact on the amount of calls received by Code Enforcement Division. Calls regarding this issue are very rare. There are no other problems regarding this ordinance of which I am aware.

Leslie Sennett

Deputy Director
Development Services Department

T 619-446-5278

What's the Latest?
Visit sandiego.gov/dsd to keep up-to-date with DSD's operational and program updates. You can also stay informed about the City's response to COVID-19 by visiting the City's COVID-19 information page.

DSD Email Updates
Visit sandiego.gov/dsd-email to receive the latest operational updates from DSD directly into your email inbox.

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From: Kirk Boland <poprocksncoke0013@yahoo.com>
Sent: Friday, July 10, 2020 4:53 PM
To: CLK City Clerk <CityClerk@sandiego.gov>
Subject: Re: [EXTERNAL] City Ordinance

This email came from an external source. Be cautious about clicking on any links in this email or opening attachments.

Diana,

Thank you, yes I have tried to get in touch with code compliance but was told the only way I could contact them is if I made a complaint online. I don't have a complaint so I was not sure who else I could ask. I would really like to know if the City in general has had any problems resulting from the ordinance.

Thank you,

Kirk Boland

On Friday, July 10, 2020, 04:48:28 PM PDT, CLK City Clerk <cityclerk@sandiego.gov> wrote:

Good Afternoon:

Are you asking about the amount of calls our Office specifically receives or the City in general? I can only speak for our Office and it has not been a big impact and I am not aware of issues. You may want to check with DSD Code Compliance. https://www.sandiego.gov/development-services/code-enforcement

Thanks,

Diana E. Fuentes

Deputy Director,

Elections and Research

Office of the City Clerk

dfuentes@sandiego.gov

619-533-4081

From: Kirk Boland <poprocksncoke0013@yahoo.com>
Sent: Friday, July 10, 2020 10:35 AM
To: CLK City Clerk <CityClerk@sandiego.gov>
Subject: [EXTERNAL] City Ordinance

This email came from an external source. Be cautious about clicking on any links in this email or opening attachments.

Hi, I am writing you in regards to the allowance of backyard chickens the City of San Diego approved in 2012. I am currently doing some research on this subject and would like some information if you are willing to share with me?

Has the ordinance had a major impact on the amount of calls you receive? If so what has the impact been?

Has there been any other problems regarding this ordinance that you are aware of?

Any help with these questions would be greatly appreciated.

Thank you,

Kirk Boland

RE: [EXTERNAL] Ordinance help please

From: code (code@srcity.org)

To: poprocksncoke0013@yahoo.com

Date: Wednesday, August 12, 2020, 01:55 PM PDT

Hi Kirk,

I have attached the ordinance. For future reference please refer to our website at srcity.org.

I've been in this position a little over a year but there's been no major impact of calls or problems that I'm aware of.

Regards,

Jenny L. Marquez | Senior Administrative Assistant

Code Enforcement | Neighborhood Revitalization Program

Housing and Community Services | 90 Santa Rosa Ave | Santa Rosa, CA 95404

Tel. (707) 543-3319 | Fax (707) 543-4315 | jennymarquez@srcity.org

Planning and Economic Development public counter hours:

100 Santa Rosa Ave Rm 3, Santa Rosa CA 95404

Mon, Tues, Thurs: 8am - 4:30pm (No new applications accepted after 3:30pm)
Wed: 10:30am - 4:30pm (No new applications accepted after 3:30pm)
Fri: 8am - 12pm (No new applications accepted after 11:00am)

20-42.040 Animal keeping.

Animal keeping shall comply with the requirements of this Section, where allowed by Division 2 (Zoning Districts and Allowable Land Uses).

A. The care and keeping of any animal shall comply with the provisions of City Code Title 7 and all applicable provisions of this Zoning Code.

B. On any lot in a residential zoning district, or in conjunction with any residential use in any other district, a total of five animals (domestic or exotic) may be kept on one lot, of which not more than three may be dogs, and not more than one may be a pot-bellied pig. In addition to the five animal total, hens may be kept in accordance with the limitations of Table 4-1 and the development standards below.

C. Development standards for hen keeping. All hen keeping shall be in compliance with all of the following development standards and requirements.

1. Roosters are prohibited.

2. Hens shall be kept in a securely fenced area within the rear yard of the residential property. A coop and pen are required.

3. The coop and pen shall comply with the following development standards:

a. Setbacks. For keeping of six or fewer hens, the coop shall be set back a minimum of five feet from side or rear property lines. For keeping of more than six hens, the coop shall be set back a minimum of 10 feet from side or rear property lines. For all hen keeping, the coop shall be located a minimum of 20 feet from habitable structures on adjacent properties; greater distances are encouraged where practicable.

b. Coop height. Coops shall be no taller than eight feet in height.

c. Coop and pen design and maintenance. The coop and pen shall be designed, constructed, and maintained such that the hens are securely contained.

d. Ongoing maintenance and care. The coop and pen shall be maintained in a clean and sanitary condition. All enclosures shall be constructed and maintained to prevent rats or other rodents from being harbored underneath, within, or within the walls of the enclosure. All feed and other items associated with hen keeping shall be managed to minimize contact with rodents.

Table 4-1—Number of Hens Allowed

Lots 5,000 sq ft or less	Lots 5,001—10,000 sq ft	Lots 10,001—43,560 sq ft	Lots over one acre
3	6	6 hens per 10,000 sq ft of lot area up to 12 hens	6 hens per 10,000 square feet of lot area up to 30 hens

D. Where allowed by Division 2 (Zoning Districts and Allowable Land Uses), livestock farming shall be limited to the raising, feeding, maintaining, and breeding of livestock, subject to a minimum 20,000 square foot gross lot area and the following cumulative limitations and conditions:

1. One hog or pig per each 20,000 square feet of gross lot area; or

2. One horse or mule or cow or steer per each 20,000 square feet of gross lot area; or

3. Twenty-five chickens per each 20,000 square feet of gross lot area; or

4. Three goats or sheep or similar livestock per each 20,000 square feet of gross lot area; or

5. Ten ducks or rabbits or similar livestock per each 20,000 square feet of gross lot area; or

6. Twenty-five pigeons or 50 ornamental or song birds per each 20,000 square feet of gross lot area.

The development standards for hen keeping are not applicable to livestock farming. The lot area used to justify one class of animals shall not be used concurrently to justify another class of animals.

(Ord. 3994 § 2, 2012; Ord. 3677 § 1, 2004)

View the mobile version.

From: Kirk Boland <poprocksncoke0013@yahoo.com>
Sent: Wednesday, August 12, 2020 9:50 AM
To: code <code@srcity.org>
Subject: [EXTERNAL] Ordinance help please

Hi, Mr McKay asked me to inquire with you about the keeping of hens within the city limits of Santa Rosa.

I am currently doing some research on this subject and would like some information if you are willing to share with me?

Has the ordinance had a major impact on the amount of calls you receive? If so what has the impact been?

Has there been any other problems regarding this ordinance that you are aware of?

Any help with these questions would be greatly appreciated.

Thank you,

Kirk Boland

From: lisa chatterton
To: City_Clerk
Subject: Back yard hens
Date: Monday, January 18, 2021 1:09:39 AM

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

Hello,
I support the ordinance to have back yard hens.
Thanks,
Mark Chatterton

Sent from my iPhone

Name: Lontoc Abegail
Number: (661) 889-6853
Message: Hi I'm calling in support of backyard hens in the City of Bakersfield. Thank you.

Name: Matthew Merickel (M.T.)
Number: (661) 747-4285
Message: My name is M.T. This is a general public comment of support for backyard hens. Councilmembers, I appreciate your role as elected officials who serve the public. The backyard hen community is the clear majority of the public's voice on this topic. Thank you in advance for doing your job and for fighting for the people. It is the right thing to do. The backyard hen community and I believe that the Council needs to consider the following. The group that is suing is unidentified. You should be cautious to allow unidentified, disgruntled people to dictate your policy and actions. By doing so, the Council just invites more of the same. This is bad practice. Councilmembers, ask for and reflect on the total number of citizens that have and are calling, writing and speaking in favor of backyard hens. Use the actual numbers of identified people to help you see who you should be representing. An ultimatum of "no hens or a lawsuit" is not acceptable to the backyard hen community, nor should it be acceptable to you. An ultimatum in this context is an act of bullying. You, the City Council, as well as our Bakersfield community, our neighborhoods, our schools, do not give in to bullies. Especially when unidentified. The backyard hen community will gladly meet with the City and unidentified group to work towards a compromise. This is the democratic process after all. I remind you that up to this point, the Bakersfield backyard hen community has been very respectful. We have done our research and presented our facts on the issues. We've come up with solutions, we are willing to compromise in good faith to work toward legal protection for hen ownership. The backyard hen community is large, rapidly growing, organized and passionate. They are connected and they are networking with organizations of influence and resources. Their membership has diversity that comes from all locations of Bakersfield. They are business owners, state employees, farmers, they have families, they pay taxes and they vote. The righteous anger is growing. They expect the City Council to lift the suspension and enact the past ordinance, or work towards finding an amended ordinance that allows for backyard hens. They do not accept a rescinding of the past ordinance. They know that what they are asking for is reasonable, safe and fair.

Name: Michael Harp
Number: (661) 397-1842
Message: Yes this is Michael Harp and I wanted to speak about the backyard hen initiative and the ordinance that was passed last year. I just wanted to make a comment that I am 100% in favor of it, and everybody who is a member of our group is outraged over this frivolous lawsuit brought by a bunch of anonymous people without any justification or reason why they're against this. There has been environmental studies -- hundreds of them -- in all cities in California, that all prove there's absolutely no impact on the environment. I just can't see what the problem is concerning having a few hens in somebody's enclosed backyard. This has been an effort that we have been working on for some time and realizing that all 85,000 families of Bakersfield will not raise chickens. Just people who will take on the responsibility. In any case, I just wanted to voice my opinion that me and my group are for this initiative and we're upset over this frivolous lawsuit. Thank you for your time.

From: MT Merickel
To: City_Clerk
Subject: General Public Statement "Support For Backyard Hens"
Date: Tuesday, January 19, 2021 11:03:57 AM

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

Council Members,

I appreciate your role as elected officials who serve the public. I put my faith in your ability to stand up to unwarranted and frivolous lawsuits. I believe you to be people of integrity. The Backyard Hen Community is the clear majority of the public's voice on this topic. Thank you in advance for doing your job and for fighting for the people. It is your job, and it is the right thing to do.

The Backyard Hen Community and I believe that the Council needs to consider the following:

- The group that is suing is unidentified. Who deals with unidentified people? The Council should be cautious to allow unidentified, disgruntled people (or a person) to dictate their policy and actions. By doing so, the Council just invites more of the same. This is a bad precedence and practice.

- Council Members, ask for and reflect on the total number of citizens that have and are calling, writing, and speaking in favor of backyard hens. You will clearly see that the overwhelming majority is in favor of what has been passed. Use the actual numbers of identified people to help you see who you should be representing.

- An ultimatum of "no hens or a lawsuit" is not acceptable to the Backyard Hen Community; nor should it be acceptable to you. An ultimatum in this context is an act of bullying. You, the City Council, (as well as our Bakersfield community, our neighborhoods, our schools) do not give in to bullies; especially unidentified bullies. Rescinding the passed ordinances is not an option at this time.

- The Backyard Hen Community will gladly meet with the City and the unidentified group to work towards a compromise. This is the Democratic process after all. I remind you that up to this point the Backyard Hen Community has been very respectful. We have done our research and presented the facts on the issues. We identify ourselves. We come up with solutions. We are willing to compromise in good faith to work towards legal protection for hen ownership.

I want to be clear, the Backyard Hen Community is large, rapidly growing, organized, and passionate. They are reaching out to connect and network with organizations of influence and resources. Their membership and following has diversity that comes from all locations of Bakersfield. They are business owners, state employees, farmers, blue and white collar workers. They have families. They pay taxes, and they vote. Their "righteous anger" is growing. They expect the City Council to lift the suspension and enact the passed ordinance or work towards finding an amended ordinance that allows for backyard hens. They do not accept a rescinding of the passed ordinance. They know that what they are asking for is reasonable, safe, and fair while it enhances the quality of life experiences for families. They will hold the City Council accountable.

Here are the options that the Backyard Hen Community can work with:

- Keep the ordinance as passed and lift the suspension. Allow residents in the R-1 zone to legally own hens with the restrictions and safeguards that were approved in the passing of the ordinance amendment. Don't give into an unidentified group that is misusing CEQA as an attempt to get what they want. Believe in the process and the CEQA waiver that was filed. Tell the unidentified group, "See you in court."

- Keep the ordinance as passed, but still suspended. Stand behind the Council's decision and proceed with defending the frivolous and obstructionist lawsuit. Do your job and fight for what is right. The Backyard Hen Community will wait, but they will not go away.

- Keep the ordinance as passed, but temporarily suspended. Agree to amend the ordinance to make it more restrictive and then proceed. Take into consideration the concerns of the unidentified group. Make a public statement, with a timeline, that after restructuring the ordinance, it will be enacted. For this option, I recommend making the City ordinance exactly like the County ordinance for its residential zone (but with fewer total hens, somewhere between 6 and 8, and no roosters). This is more than generous considering the City already legally and correctly passed the amendments.

The Backyard Hen Community will not accept a rescinding of the passed ordinances.

I look forward to our continued partnership and collaboration with this process. There is a solution that allows the respected, diverse, and hard working families of Bakersfield backyard hens.

Feel free to reach out to me at any time. I can be reached at thebubh@gmail.com

Sincerely,

MT Merickel

From: Nicole Lewis
To: City_Clerk
Subject: Support backyard Hens
Date: Wednesday, January 20, 2021 12:59:42 PM

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

Title says it all. Please honour the ordinance that was passed and let the city of bakersfield have chickens. It's not complicated. Ignore desperate attempt of the obstructionist lawsuit and move forward with amending the ordinance for the residents of Bakersfield to own backyard hens
Thank you.

Name: No Name Provided
Number: (661) 303-0680
Message: I support backyard hens. I support backyard hens. Thank you.

Name: No Name Provided
Number: (661) 345-8682
Message: Yes, this is just a general comment in regards to supporting backyard hen ordinance that had been passed last year. Got held up by a lawsuit. Just hoping that when all is said and done and the lawsuit is lifted that the ordinance will stay in effect. Thank you very much.

Name: No Name Provided
Number: (661) 369-9901
Message: I vote to support backyard hens. You passed the ordinance, now make it legal.

Name: No Name Provided
Number: (661) 493-5334
Message: I support the amendment to allow backyard hens. My family and I are in support.

Name: No Name Provided
Number: (661) 805-3944
Message: Hi, I just wanted to say that I support the ordinance amendment to allow backyard hens.

Name: Priscilla Russell
Number: (661) 303-9273
Message: Hi, my name is Priscilla Russell and I'm leaving a message this evening, advising that I am in support of the ordinance amendment to allow backyard hens. If you have any further questions, my number is (661) 303-9273 and again my name is Priscilla Russell. Thank you and have a good evening.

Name: Renee Nelson
Number: (661) 345-7321
Message: I'm calling about a closed session item. My name is Renee Nelson, that's N-e-l-s-o-n. I'm calling in support of the current ordinance for backyard hens. I would like to see it amended if possible, to address the concerns of the neighbors in the lawsuit. But otherwise, it should be kept and expanded and made better. Thank you. Bye.

From: R Westerfield
To: City_Clerk
Subject: R-1 Zoning allowing chickens
Date: Monday, January 18, 2021 10:19:22 PM

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

Dear City of Bakersfield and Councilmembers,

I am writing to support the proposed ordinance allowing laying chickens in residential zones within the city of Bakersfield. I think chickens would be extremely positive for our citizens for a variety of reasons. Should there be individual disputes, the council could hear both sides. I am in favor of having a small number of laying hens. Thank you!

Roberta Westerfield
7808 Buena Tierra Court
BK 93309

Sent from Mail for Windows 10

Virus-free. www.avast.com

Name: Stockdale Elementary
Number: (661) 831-7835
Message: Hello, I vote and I support for the backyard hens. You passed the ordinance. Now, could you please make it legal? Thank you so much. Have a wonderful day.

Name: Tammie Fay
Number: (559) 476-9624
Message: I just wanted to let you know that I support the ordinance amendment to allow backyard hens. I'm a voter. You passed the ordinance, now make it legal. So, let's stand up to the frivolous lawsuit. Thank you. Bye.

Name: Tracey Merickel
Number: (661) 330-8977
Message: Hi my name is Tracey Merickel and I want to say that I am in favor of backyard hens. I feel that people in the City of Bakersfield can responsibly own hens and I think it'd be wonderful for all of us to be able to have that option. Thank you.

Name: Plott Wendi
Number: (661) 972-5804
Message: Hi, I'm calling to let you know that I support backyard hens and would like to acknowledge that backyard hens would be a great family resource for my family. So I sure hope that you understand that I support backyard hens. Thank you very much.

REC'D & PLACED ON FILE
AT BAKERSFIELD CITY COUNCIL MEETING
1/20/21 - Public Statement
om: MT Merickel

MT Merickel.

I would like to request that my Council Member, Mr. Bruce Freeman, reach out to me to discuss my concerns and viewpoints on the important topic of backyard hens. I would like to work with him to find common ground and possible compromises to lift the temporary suspension on the passed ordinance in a timely manner.

The Backyard Hen Community expects the Council to represent the majority of the residents on this topic, and stand behind the Council's decision that approved backyard hen ownership with the safeguards and restrictions of an ordinance.

Take a moment to see the volume of calls and emails that continue to come into the Clerk's office in support of backyard hens. Our group is organized and continues to grow. We are diverse and represent all segments of Bakersfield. We are the identified and documented majority. We will continue to advocate for the legal protection to own backyard hens.

The Backyard Hen Community will not accept a rescinding of the ordinance due to a frivolous lawsuit from an unidentified, small group that has no history of environmental concern. It is obvious what this lawsuit is really about; which is control and power from people who are scared, and failed at their attempt to get what they wanted.

The waiver for CEQA is solid. It is what other cities have used with their ordinances. Chickens do not cause an adverse impact on the environment. Only a small percentage of homes will have chickens. And, of that small percentage, many of them already have chickens because owning hens in Bakersfield is an accepted practice.

It is time this Council aligns its community's practice with its ordinance by lifting the temporary suspension, and allow legal protection for hen ownership.

Rescinding the passed ordinance is not the next step to take. The next step should be to defend the decision of the Council. Or, while the ordinance is passed, and suspended temporarily, work towards meeting the needs of the concerned group by amending the passed ordinance to take into account their concerns. This is the Democratic way. A few individuals with the wealth to hire an attorney should not be allowed to dictate your policy and actions.

If the unidentified group has no desire to work towards a solution, then that shows their true intentions. They are upset about the decision the Council made, and they are obstructionists. A small and unidentified group of poor sports.

What the Backyard Hen Community has asked for, and the Council approved, is reasonable, safe, and fair; while it enhances the quality of life experiences for families. We are the majority. We are identified. We are the ones willing to work towards a solution. We are the ones you need to represent.

Thank you. I will continue to make myself available as a resource and partner with the City to work towards a doable solution that allows residents legal protection to own backyard hens.

REC'D & PLACED ON FILE
AT BAKERSFIELD CITY COUNCIL MEETING
1-20-21 Public Statements
om: Teresa Macias

01-20-2021 – City Council Meeting Public Comment

Good afternoon, Council members. My name is Teresa Macias, and I am here to ask for sidewalks and streelights for Shellmacher Avenue and Planz Road, where I live, located in Ward 1 in Southeast Bakersfield.

Many families in the area have children who take the bus to school.

However, to get to the bus stop, they have to walk on the streets where cars pass because there are no sidewalks. This causes a danger to the families and their children.

You can see on the attached maps that there are no sidewalks on the street in Shellmacher. There are no sidewalks to the only market in the area.

I request, along with my neighbors, that you build sidewalks along Shellmacher Avenue and Planz Road so that the children can get to their bus destination safely. Thank you for your consideration.

Spanish

Buenas tardes, miembros del Concilio. Mi nombre es Teresa Macias y estoy aquí para pedir por banquetas y luces de calle para la Avenida Shellmacher, y Planz Road, donde yo vivo, localizada en el Distrito 1 por el Southeast de Bakersfield.

Muchas familias de la zona tienen niños que toman el autobús para ir a la escuela.

Sin embargo, para llegar a la parada del autobús, tienen que caminar por las calles donde pasan carros porque no hay banquetas. Esto causa un peligro para las familias y sus niños.

Pueden ver en los mapas que faltan banquetas en la calle de Shellmacher. No hay banquetas para ir al único mercado de la zona.

Solicito, junto con mis vecinos, que construyan banquetas a lo largo de la avenida Shellmacher y Planz Road para que los niños puedan llegar a su destino con seguridad. Gracias por su consideración.

3D

3D

ADMINISTRATIVE REPORT

MEETING DATE:	1/20/2021	Workshops 6. a.

TO: Honorable Mayor and City Council

FROM: Christian Clegg, City Manager

DATE: 1/13/2021

WARD:

SUBJECT: Council Goals Quarterly Review

STAFF RECOMMENDATION:

Staff recommends the City Council receive and file.

BACKGROUND:

The City Council Goals document outlines the Council's priorities, which provides guidance to City staff in developing the action items and activities by which progress can be made towards these goals. The Council document was reformatted in 2019 to a matrix workplan format that lays out department-identified activities that will occur over one or more fiscal years.

The proposed Council Goals document includes additional activities that departments will be undertaking and some language revisions to action items. Having this comprehensive plan laid out also communicates the many projects staff are working on throughout the year. This inventory of projects has been prioritized by quarters, based on Council and department feedback. Future quarterly updates will highlight those projects that were the focus items for that respective quarter.

The presentation for the January 20, 2021 Council meeting workshop will include updates to the FY '21 Quarter 2 projects, and introduce the Quarter 3 projects focus.

ATTACHMENTS:

	Description	Type
🗋	PowerPoint presentations	Presentation

REC'D & PLACED ON FILE
AT BAKERSFIELD CITY COUNCIL MEETING
1/20/21 WORKSHOPS 6.a.
rom:

BAKERSFIELD

THE SOUND OF *Something Better*

FY 2020-21
Bakersfield City Council Goals

January 20, 2021 Update

City Council Goals

- City Council Goals Matrix Adopted August 14, 2019
- FY 21 City Council Goals Progress Updates
  - September 23, 2020

1 Quality Public Safety Services

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

2 Address Homelessness

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

3 Maintain Fiscal Solvency

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

4 Enhance Quality of Life and Public Amenities

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

5 Strengthen and Diversify our Economic Base

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

6 Enhance Infrastructure

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

7 Promote Community Pride, Image, and Excellent Customer Service

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

8 Invest in Urban Revitalization and Downtown Development

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

1. QUALITY PUBLIC SAFETY SERVICES

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

Quarter 2 Highlights

- ShotSpotter Expansion
- Chief's Adjutant hired
- January 2021 Police Academy
- Open recruitment model
- Developing hiring incentive for lateral applicants
- New Risk Management Safety Officer
- Fire Department Strategic Plan

December 17, 2020 - Class 20-01
26th Peace Officer's Basic Academy
Bakersfield Police Department

2. ADDRESS HOMELESSNESS

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

Quarter 2 Highlights

- Brundage Lane Navigation Center (BLNC) opened October 2020
- Mission at Kern County - 40 bed expansion complete
- Bakersfield Homeless Center - 30 bed expansion complete
  - 40 bed and job center expansion anticipated end of February 2021
- Homeless Emergency Aid Program (HEAP), and Homeless Housing Assistant Program (HHAP), Emergency Services Grant (ESG) programs ongoing

3. MAINTAIN FISCAL SOLVENCY

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

Quarter 2 Highlights

- Long-Range Financial Planning Tool under development
- Mid-year budget review and adjustments will determine available funds for GF reserves in the 2020-21 fiscal year
- State and Federal Legislative Programs presented to Legislative & Litigation Committee
- Proposals under review for Legislative Advocacy services

4. ENHANCE QUALITY OF LIFE AND PUBLIC AMENITIES

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

Quarter 2 Highlights

- Seasons Park playground rehabilitation complete October 2020; Tevis Park playground rehabilitation under construction
- Clean City Initiative
  - First successful pop up event
  - Clean City Teams

5. STRENGTHEN AND DIVERSIFY OUR ECONOMIC BASE

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

Quarter 2 Highlights

- B-CARES Program - awarded $4.5M+ to over 700 businesses, anticipating total of $6M in awards
- CARES Housing Assistance program with Housing Authority of the County of Kern (HACK) - 751 families assisted
- Agreement with Bitwise for Apprenticeship program
- Economic Opportunity Area Outreach

6. ENHANCE INFRASTRUCTURE

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

Quarter 2 Highlights

- 24th Street Improvement Project Complete
- Belle Terrace Operational Improvements substantially complete
- Stockdale & Enos Complete
- Kentucky Street Urban Greening Project groundbreaking
- CDBG Curb, Gutter and Sidewalks Projects in construction

7. PROMOTE COMMUNITY PRIDE, IMAGE, AND EXCELLENT CUSTOMER SERVICE

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

Quarter 2 Highlights

- Numerous trainings through our new Target Solutions employee development tool
- Chris Huot, Assistant City Manager, appointed to Cal Cities Revenue & Taxation Committee
- Chief Galagaza appointed to Vice Chair of Cal Cities Department for Fire Personnel
- Visit Bakersfield creative outreach efforts!

8. INVEST IN URBAN REVITALIZATION AND DOWNTOWN DEVELOPMENT

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

Quarter 2 Highlights

- Downtown Sewer Study Complete
- Downtown Corridor Enhancement Study
- Renewed contract with Downtown Street Ambassadors
- Banner Program: Keep Our City Open campaign in partnership with local hospitals for COVID-19 prevention

Progress Tracking

- Quarterly Focus & Updates
- Online Goals Dashboard
- Outcome Measures
- PIO and media formats to share successes
- Reports through the weekly general information memo/department updates

Discussion

- Staff recommends for City Council to receive and file.

ADMINISTRATIVE REPORT

MEETING DATE: 1/20/2021	Appointments 7. a.

TO: Honorable Mayor and City Council

FROM: Julie Drimakis, City Clerk

DATE: 1/3/2020

WARD:

SUBJECT: Appointments to City Council Committees and other special Committees and Boards by Vice Mayor Weir for 2021-23.

STAFF RECOMMENDATION:

To be determined by Vice Mayor and ratified 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 January 6, 2021, Council Meeting, Councilmember Weir was elected Vice Mayor. Accordingly, recommendations for appointments will be made for the following standing Council Committees and other committee and board appointments:

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
Kern River Groundwater Sustainability Agency

ADMINISTRATIVE REPORT

MEETING DATE:	1/20/2021	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 January 5, 2021, Special City Council Meeting and January 6, 2021, Regular City Council Meetings.

STAFF RECOMMENDATION:

BACKGROUND:

ATTACHMENTS:

Description	Type
January 5, 2021 Minutes	Backup Material
January 6, 2021 Minutes	Backup Material

BAKERSFIELD CITY COUNCIL
MINUTES
MEETING OF JANUARY 5, 2021

Council Chambers, City Hall, 1501 Truxtun Avenue
Special Meeting- 5:15 p.m.
Mayor's Installation Ceremony

SPECIAL MEETING - 5:15 PM

1. **WELCOME** by Karen K. Goh- Mayor, City of Bakersfield.

2. **INVOCATION** by Dr. David Goh, Senior Pastor, The Garden.

3. **PRESENTATION OF COLORS** by the Bakersfield Fire Department and Bakersfield Police Department.

4. **PLEDGE OF ALLEGIANCE** by Senator Shannon Grove, Minority Leader, California State Senate, District 16.

5. **NATIONAL ANTHEM** by Lauren Kaff, Student, Warren Junior High.

6. **RECOGNITION OF SPECIAL GUESTS**

   Mayor Goh acknowledged the following special guests in attendance at the ceremony: Senator Shannon Grove; Kern County District Attorney Cynthia Zimmer; Former Councilmember Jacquie Sullivan; her brother, David Goh; sister-in-law, Janelle Goh; niece, Annalise Goh; Everett Gray, Councilmember Patty Gray's husband; and Cathy Abernathy.

7. **PRESENTATIONS**

8. **PUBLIC STATEMENTS**

   None.

9. **ADMINISTRATION OF OATH OF OFFICE**

   City Clerk Drimakis administered the oath of office to Mayor Goh and Councilmember Patty Gray.

10. **MAYOR'S ACKNOWLEDGMENTS**

    Mayor Goh expressed appreciation to everyone in attendance at the ceremony; recognized members of her family for their support; and thanked the community for their vote and confidence in her ability to serve as Mayor for another four years.

10. MAYOR'S ACKNOWLEDGMENTS continued

Councilmember Gray congratulated newly elected Councilmember Eric Arias and Councilmembers Gonzales and Freeman, on their re-election; thanked the voters in Ward 6 for their confidence in her; recognized Cathy Abernathy, donors, volunteers, business associates, and friends who have supported her; expressed appreciation to her husband, Everett; father, Victor Killingsworth; her children and extended family; the Dream Maker Team; friends; and Former Councilmember Jacquie Sullivan.

11. BENEDICTION by Dr. David Goh, Senior Pastor, The Garden.

12. ADJOURNMENT

Mayor Goh adjourned the meeting at 6:07 p.m.

_____

KAREN GOH
MAYOR of the City of Bakersfield

ATTEST:

_____

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

BAKERSFIELD CITY COUNCIL
MINUTES
MEETING OF JANUARY 6, 2021

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

REGULAR MEETING - 5:15 PM

1. ROLL CALL

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

Absent: None

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 **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. **INVOCATION** by Councilmember Arias.

3. **PLEDGE OF ALLEGIANCE** by Councilmember Gray.

4. **PRESENTATIONS**

None.

5. **PUBLIC STATEMENTS**

a. JD Philips emailed comments expressing concern with road maintenance, lighting maintenance, and homeless individuals in parks.

b. Michael Walsh emailed comments regarding Bakersfield Police Department protocols in providing Badge numbers when requested.

c. The following individuals emailed comments expressing concern with the boundaries of the project area defined by the Downtown Corridor Enhancement Master Plan: Brett Nellis; Gregory Collins; Adam Cohen; Troy Hightower; and Kevin Bush.

5. PUBLIC STATEMENTS continued

d. The following individuals emailed comments in support of backyard hens in residential areas: Emily Keverline; Shannon Dennis; Kim Ouska; Sean Starr; Sam Han; Alyssa Hulse; MT Merickel; Misty Caraan; Darrin Starr; Heather Merickel; Daphne Vasquez; Sarah Samms; Kathleen Valenzuela; Hindsight Inc.; Sarah Appleton; Heather Appleton; Nicole Lewis; Kirk Boland; and Janie Boland.

e. James Lautner and an unknown caller left voicemail comments in support of backyard hens in residential areas.

6. WORKSHOPS

None.

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.)

City Clerk Drimakis announced applications for appointment have been received from the following individuals: Dr. Ronald Eaves (Incumbent); Ronald Wolfe; Patrick Bowers; R. Blake Smith; and Brian Dale Spicer (ballots were used).

Ward 1	Eaves
Ward 2	Eaves
Ward 3	Eaves
Ward 4	Eaves
Ward 5	Eaves
Ward 6	Eaves
Ward 7	Eaves

***Motion by Vice-Mayor Parlier to reappoint Dr. Ronald Eaves to a 3-year term on the Fire Department Civil Service Board, term expiring December 31, 2023.* Motion passed.**

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.)

City Clerk Drimakis announced applications for appointment were received from the following individuals: Ronald Wolfe (Incumbent); R. Blake Smith; Kevin Oliver; Patrick Bowers; and Austin Hibler (ballots were used).

7. APPOINTMENTS continued
ITEM 7.b. CONTINUED

Ward 1	Wolfe
Ward 2	Wolfe
Ward 3	Wolfe
Ward 4	Wolfe
Ward 5	Wolfe
Ward 6	Wolfe
Ward 7	Wolfe

***Motion by Vice-Mayor Parlier to reappoint Ronald Wolfe to a three-year term on the Miscellaneous Departments Civil Service Board, term expiring December 31, 2023.* Motion passed.**

Ward 1	Oliver
Ward 2	Smith
Ward 3	Oliver
Ward 4	Hibler
Ward 5	Bowers
Ward 6	Bowers
Ward 7	Oliver

***Motion by Vice-Mayor Parlier to appoint Kevin Oliver to a three-year term on the Miscellaneous Departments Civil Service Board, term expiring December 31, 2023.* Motion passed.**

Ward 1	Bowers
Ward 2	Hibler
Ward 3	Bowers
Ward 4	Hibler
Ward 5	Bowers
Ward 6	Bowers
Ward 7	Bowers

***Motion by Vice-Mayor Parlier to appoint Patrick Bowers to the Miscellaneous Departments Civil Service Board, term expiring December 31, 2022.* Motion passed.**

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.)

City Clerk Drimakis announced applications for appointment were received from the following individuals: Kelly Lucas (Incumbent); Kevin Oliver; Brian Dale Spicer; Ronald Wolfe; Ryan Newman; Michael Shorr; Richard Williams; and Dr. Mark Schamblin (ballots were used).

7. APPOINTMENTS continued
ITEM 7.c. CONTINUED

Ward 1	Lucas
Ward 2	Lucas
Ward 3	Lucas
Ward 4	Lucas
Ward 5	Lucas
Ward 6	Lucas
Ward 7	Lucas

***Motion by Vice-Mayor Parlier to reappoint Kelly Lucas to a three-year term on the Police Civil Service Board, term expiring December 31, 2023.* Motion passed.**

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.)

City Clerk Drimakis announced applications for appointment were received from the following individuals: Cheryl Long (Incumbent); Michael McCoy; Jenny Lynn Clark; and Patrick Bowers (ballots were used).

Ward 1	McCoy
Ward 2	McCoy
Ward 3	McCoy
Ward 4	Long
Ward 5	McCoy
Ward 6	McCoy
Ward 7	McCoy

***Motion by Vice-Mayor Parlier to appoint Michael McCoy to a three-year term on the Historic Preservation Commission, term expiring December 31, 2023.* Motion passed.**

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.)

7. APPOINTMENTS continued
ITEM 7.e. CONTINUED

City Clerk Drimakis announced applications for appointment were received from the following individuals: 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; Sue England; Jenny Lynn Clark; Austin Hibler; and Ian Journey.

Mayor Goh nominated John Enriquez, as the Mayor's Regular Member, and Heather Pennella, as the Mayor's Alternate Member. Motion by *Vice-Mayor Parlier to reappoint John Enriquez, as the Mayor's Regular Member, and Heather Pennella, as the Mayor's Alternate Member, on the Keep Bakersfield Beautiful Committee.* Motion passed.

***Motion by Councilmember Gonzales to reappoint Monica Cater, as the Regular Member, representing Ward 2, on the Keep Bakersfield Beautiful Committee.* Motion passed.**

***Motion by Councilmember Freeman to reappoint Matthew Martin, as the Regular Member, and Crystal Pinthong, as the Alternate Member, representing Ward 5, on the Keep Bakersfield Beautiful Committee.* Motion passed.**

***Motion by Councilmember Gray to appoint Sue England, as the Regular Member, representing Ward 6, on the Keep Bakersfield Beautiful Committee.* Motion passed.**

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.)

City Clerk Drimakis announced an application for appointment was received from Ian Journey.

***Motion by Vice-Mayor Parlier to appoint Ian Journey to a two-year term on the Metropolitan Bakersfield Habitat Conservation Trust Group, term expiring September 30, 2022.* Motion passed.**

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.)

City Clerk Drimakis announced applications for appointment were received from Emily Bell and Heath Champagne.

7. APPOINTMENTS continued
ITEM 7.g. CONTINUED

Mayor Goh nominated Emily Bell as the Mayor's Alternate Member.

***Motion by Vice-Mayor Parlier to appoint Emily Bell, as the Mayor's Alternate Member, on the Bakersfield Youth Commission, term expiring July 31, 2022.* Motion passed.**

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.)

City Clerk Drimakis announced applications for appointment were received from Carlos Bello (Incumbent) and Austen C. Hibler (ballots were used).

Ward 1	Bello
Ward 2	Bello
Ward 3	Hibler
Ward 4	Bello
Ward 5	Hibler
Ward 6	Hibler
Ward 7	Bello

***Motion by Vice-Mayor Parlier to reappoint Carlos Bello to a four-year term on the Golden Empire Transit District Board, term expiring December 31, 2024.* Motion passed.**

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:

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)

FR ONLY

8. CONSENT CALENDAR continued

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.

RES 001-2021

e. Repair of the Convention Center Orchestra Pit Stage Lift:

1. 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.

RES 002-2021

2. Agreement with Thyssenkrupp Elevator Corporation to repair the orchestra pit stage lift, not to exceed $146,184.

AGR 2021-001

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.

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

RES 003-2021

2. Area 4-232 (830 Butte Street) – Ward 2

RES 004-2021

8. CONSENT CALENDAR continued

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:

1. ROI No. 2070 adding Area 4-229 (1406 & 1409 Monterey Street) – Ward 2

ROI 2070

2. ROI No. 2071 adding Area 4-230 (1213 Columbus Street) – Ward 3

ROI 2071

3. ROI No. 2072 adding Area 4-231 (905 E. 18th Street) – Ward 2

ROI 2072

4. ROI No. 2073 adding Area 4-234 (4500 Buck Owens Boulevard) – Ward 3

ROI 2073

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.

ROI 2047

Agreements:

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

AGR 2021-002

j. Final Map and Improvement Agreement with Wincomp, LLC for Tract 6663, Unit 2 located south of Panama Lane and west of Ashe Road.

AGR 2021-003

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.

AGR 2021-005

l. 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.

AGR 2021-006

8. CONSENT CALENDAR continued

m. Freeway Maintenance and Electrical Agreements with Caltrans for the Westside Parkway Route Adoption.

AGR 2021-007, AGR 2021-008

n. Clean City Initiative - Agreement with Bakersfield Homeless Center ($687,000) for litter and bulky item abatement services.

AGR 2021-009

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.

AGR 19-041(2)

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.

AGR 18-067(1)

q. Amendment No. 1 to Agreement No. 2020-060 with Bakersfield Kern Regional Homeless Collaborative and County of Kern.

AGR 2020-060(1)

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.

AGR 19-154(1)

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.

AGR 19-212 CCO 2

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.

AGR 2020-144 CCO 1

Bids:

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

AGR 2021-010

8. CONSENT CALENDAR continued

Miscellaneous:

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:

aa. Contract Change Order No.1 to Agreement No. 2020-112 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.

AGR 2020-112 CCO 1

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

9. CONSENT CALENDAR PUBLIC HEARINGS
(Staff recommends conducting Consent Calendar Public Hearing and approving staff recommendations.)

None.

10. HEARINGS

None.

11. REPORTS

None.

12. DEFERRED BUSINESS

None.

13. NEW BUSINESS

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

Motion by Vice-Mayor Parlier to elect Councilmember Weir as Vice-Mayor for the City of Bakersfield. **Motion passed.**

14. COUNCIL AND MAYOR STATEMENTS

Councilmember Gonzales welcomed newly elected Councilmembers Arias and Gray; thanked Councilmember Parlier for his service as Vice-Mayor; and congratulated Vice-Mayor Weir.

Councilmember Gonzales requested that the Planning & Development Committee review park development fee credits for affordable housing units, citing BMC 15.82.065, which allows for such fee reductions.

Councilmember Gonzales requested staff develop a plan and timeline to move into Phase 2 of the Brundage Lane Navigation Center plan and add an additional 150 beds to the site.

Councilmember Gonzales requested the City Manager's Office, the Police Department, and the Fire Department develop a logistical plan of action for distributing COVID-19 vaccines as quickly as possible.

Councilmember Parlier requested that the Planning & Development Committee review standards for massive apartment complexes; reviewing the potential for overlays and elevations standards, not only for infill projects, but in general.

Councilmember Parlier requested staff draft a letter to local state representatives regarding the COVID-19 moratorium on Caltrans activities, which prohibits Caltrans from addressing homelessness on their properties.

Mayor Goh requested staff explore alternate solutions for the severely mentally ill, and those with severe substance addictions, in the homeless population.

15. ADJOURNMENT

Mayor Goh adjourned the meeting, in memory and honor of John Hefner, at 6:01 p.m.

_____

KAREN GOH
MAYOR of the City of Bakersfield

ATTEST:

_____

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

ADMINISTRATIVE REPORT

MEETING DATE: 1/20/2021	Consent – Payments b.

TO: Honorable Mayor and City Council

FROM: Randy McKeegan, Finance Director

DATE: 1/8/2021

WARD:

SUBJECT: Receive and file department payments from December 23, 2020, to January 7, 2021, in the amount of $16,777,247.01; Self Insurance payments from December 23, 2020, to January 7, 2021, in the amount of $403,354.96; totaling $17,180,601.97.

STAFF RECOMMENDATION:

Staff recommends receiving and filing the report.

BACKGROUND:

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

ATTACHMENTS:

Description	Type
1-AP Check Register Admin 1-20-2021	Backup Material
2-EAP Check Register Admin 1-20-2021	Backup Material

FROM 12/23/2020 to 1/7/2021

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
717112	28	A C ELECTRIC COMPANY	Dec 23, 2020	412.50
717113	537	A T & T	Dec 23, 2020	790.66
717114	10037	MISCELLANEOUS TRUST VENDOR	Dec 23, 2020	400.00
717115	20576	ACTION GLASS INC	Dec 23, 2020	21,640.00
717116	81	ADVANCED DATA STORAGE INC	Dec 23, 2020	113.75
717117	28831	ADVANCED INDUSTRIAL SERVICES	Dec 23, 2020	7,797.66
717118	25365	AECOM TECHNICAL SERVICES INC	Dec 23, 2020	135.00
717119	25074	AEP CALIFORNIA LLC	Dec 23, 2020	58,913.03
717120	17100	AEROS ENVIRONMENTAL INC	Dec 23, 2020	1,032.50
717121	31308	ALL AMERICAN CARPET	Dec 23, 2020	4,024.34
717122	19496	ALL PRO CLEANING SERVICE	Dec 23, 2020	1,540.00
717123	31596	ALLIANCE REALTY & DEV INC	Dec 23, 2020	5,000.00
717124	29827	AMS LEGAL SUPPORT SERVICES INC	Dec 23, 2020	10,000.00
717125	31605	ANGEL FOOD DONUTS	Dec 23, 2020	5,000.00
717126	1149	APPLIED INDUSTRIAL TECH	Dec 23, 2020	55.95
717127	1049	APPLIED LNG TECHNOLOGIES LLC	Dec 23, 2020	16,277.77
717128	30928	ARAMARK	Dec 23, 2020	1,665.78
717129	13049	ARMA COATINGS OF BAKERSFIELD	Dec 23, 2020	433.00
717130	31006	ASSUREHIRE INC	Dec 23, 2020	635.45
717131	31599	ATHLETIC GOAL CLUB INC	Dec 23, 2020	5,000.00
717132	31516	AUBURN PHARMACY	Dec 23, 2020	10,000.00
717133	12359	AYODEJI OGUNDARE DBA	Dec 23, 2020	5,000.00
717134	13028	B & H PHOTO VIDEO INC	Dec 23, 2020	7,316.34
717135	675	BAKERSFIELD CALIFORNIAN	Dec 23, 2020	460.08
717136	20979	BAKERSFIELD CITY SCHOOL DISTRICT	Dec 23, 2020	600.00
717137	10320	BAKERSFIELD HOMELESS CENTER	Dec 23, 2020	8,845.20
717138	70249	BAKERSFIELD PLUMBING CO INC	Dec 23, 2020	400.00
717139	841	BAKERSFIELD RUBBER STAMP CO	Dec 23, 2020	32.42
717140	857	BAKERSFIELD S P C A	Dec 23, 2020	85,815.00
717141	945	BARNETT'S TOWING SERVICE INC	Dec 23, 2020	37.00
717142	18398	BATTERY SYSTEMS INC	Dec 23, 2020	1,320.63
717143	998	BAYMARR CONSTRUCTION	Dec 23, 2020	1,780.00
717144	306	BEARCAT MFG INC	Dec 23, 2020	1,356.72
717145	31110	BERLA CORPORATION	Dec 23, 2020	2,800.00
717146	1069	BETHANY SERVICES	Dec 23, 2020	50,556.44
717147	31511	BLISS NAILS & SPA	Dec 23, 2020	10,000.00
717148	28341	BOB'S AUTO GLASS INC	Dec 23, 2020	10,263.09
717149	22817	BORN AGAIN BODYWORKS	Dec 23, 2020	674.39
717150	18692	BOUND TREE MEDICAL LLC	Dec 23, 2020	3,462.98
717151	19303	BRIGHT HOUSE NETWORKS	Dec 23, 2020	299.40
717152	1271	BROCKS TRAILER	Dec 23, 2020	123.89
717153	1292	BROWN ARMSTRONG	Dec 23, 2020	2,604.80
717154	10267	BUDGET BOLT INC	Dec 23, 2020	561.77
717155	31610	BUZ-DOR INC	Dec 23, 2020	5,000.00
717156	24109	C & C PRINTING	Dec 23, 2020	5,000.00
717157	31583	C JERRY CHEN, DDS INC	Dec 23, 2020	10,000.00
717158	26499	CALISTRO, MIGUIEL	Dec 23, 2020	79.00
717159	26879	CASON, KEITH	Dec 23, 2020	231.00
717160	31676	CATALINA CONTRERAS	Dec 23, 2020	5,000.00
717161	28255	CELEDON, ERIC	Dec 23, 2020	419.00
717162	70507	CENTRAL VALLEY ASPHALT	Dec 23, 2020	1,368.00
717163	16974	CERTEX WEST USA INC	Dec 23, 2020	223.30
717164	1888	CHAMPION HARDWARE	Dec 23, 2020	45.59
717165	19064	CHANG, ALICE	Dec 23, 2020	56.23
717166	23786	CHART INDUSTRIES	Dec 23, 2020	541.74

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717167	14931	CHEM PRO LABORATORY INC	Dec 23, 2020	320.00
717168	31578	CHESTER WIRELESS	Dec 23, 2020	5,000.00
717169	31520	CHOON SUNG PARK D.M.D. INC	Dec 23, 2020	10,000.00
717170	31509	CITI NAILS	Dec 23, 2020	5,000.00
717171	31601	CITYWIDE PROPERTY MNGMT INC	Dec 23, 2020	5,000.00
717172	30978	CIVICPLUS	Dec 23, 2020	115,430.70
717173	2016	CLARK PEST CONTROL INC	Dec 23, 2020	90.00
717174	21220	CLEAN ENERGY INC	Dec 23, 2020	443.59
717175	25259	COMMERCIAL CLEANING SYSTEMS INC	Dec 23, 2020	2,482.00
717176	25288	COMPLETE PAPERLESS SOLUTIONS	Dec 23, 2020	3,200.00
717177	31107	CORNERSTONE COMMUNITCATIONS & PR	Dec 23, 2020	5,000.00
717178	10285	CRIDER CONSTRUCTION INC	Dec 23, 2020	8,957.14
717179	70480	CROWN CASTLE	Dec 23, 2020	2,984.00
717180	22374	CSI SERVICES INC	Dec 23, 2020	10,985.04
717181	2253	CULLIGAN WATER CONDITIONING	Dec 23, 2020	180.00
717182	31512	D & A CATERING, LLC	Dec 23, 2020	5,000.00
717183	31608	DANIELLE BRIONES	Dec 23, 2020	5,000.00
717184	25337	DAVES FLEET MAINT & TOWING INC	Dec 23, 2020	37.00
717185	2442	DELANEY & AHLF DIESEL SERVICE INC	Dec 23, 2020	2,806.51
717186	31609	DENTAL EXPRESSIONS	Dec 23, 2020	5,000.00
717187	2469	DEPARTMENT OF JUSTICE	Dec 23, 2020	224.00
717188	2613	DOUGLASS TRUCK BODIES INC	Dec 23, 2020	5,239.30
717189	31628	DOWNTOWN DANCE ARTS CENTRE	Dec 23, 2020	5,000.00
717190	18544	DUANE MORRIS LLP	Dec 23, 2020	75,000.00
717191	18544	DUANE MORRIS LLP	Dec 23, 2020	20,515.83
717192	30817	DUDEK	Dec 23, 2020	26,212.28
717193	31514	DUETINGER, JOSH	Dec 23, 2020	419.00
717194	10037	MISCELLANEOUS TRUST VENDOR	Dec 23, 2020	44.76
717195	21215	EAVES, DR RONALD W	Dec 23, 2020	25.00
717196	20563	EDMONDS, TOM	Dec 23, 2020	25.00
717197	2769	EL POPULAR CALIFORNIA	Dec 23, 2020	315.00
717198	2752	ELBERT DISTRIBUTING	Dec 23, 2020	166.86
717199	31632	ENCHANTED BRIDAL BOUTIQUE	Dec 23, 2020	5,000.00
717200	2811	ENTENMANN ROVIN CO	Dec 23, 2020	419.90
717201	31523	ENVY SALON & TANNING	Dec 23, 2020	5,000.00
717202	31626	EXCEL DENTAL INC	Dec 23, 2020	10,000.00
717203	31611	EZ TAX CENTER	Dec 23, 2020	5,000.00
717204	2901	FEDEX	Dec 23, 2020	42.81
717205	28511	FIRST ADVANTAGE BACKGROUND	Dec 23, 2020	187.92
717206	19657	FIRST CHOICE COFFEE SERVICES INC	Dec 23, 2020	934.61
717207	31661	FIT FOR LIFE LLC	Dec 23, 2020	5,000.00
717208	31603	FIT PANTRY INC	Dec 23, 2020	15,000.00
717209	25339	FLEET SERVICES TOWING INC	Dec 23, 2020	74.00
717210	29546	GARDEN DISTRICT FLOWERS INC	Dec 23, 2020	10,000.00
717211	28064	GENERAL TREE SERVICE INC	Dec 23, 2020	12,818.00
717212	3403	GOLDEN STATE PETERBILT	Dec 23, 2020	1,206.90
717213	31607	GRAND ISLAND DENTAL INC	Dec 23, 2020	10,000.00
717214	3452	GRAYBAR ELECTRIC COMPANY	Dec 23, 2020	1,893.71
717215	3569	H & S BODY WORKS & TOWING	Dec 23, 2020	74.00
717216	3571	H & S HOSE & SUPPLY INC	Dec 23, 2020	244.41
717217	30000	H&H AUTO PARTS WHOLESALE	Dec 23, 2020	69.89
717218	3579	HACH COMPANY	Dec 23, 2020	1,508.27
717219	3660	HARBOR FREIGHT TOOLS	Dec 23, 2020	5.60
717220	10037	MISCELLANEOUS TRUST VENDOR	Dec 23, 2020	102.96
717221	31587	HERRERA & SONS TRANSPORTATION	Dec 23, 2020	5,000.00

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717222	30391	HOME DEPOT PRO	Dec 23, 2020	3,492.94
717223	25660	HORIZON WATER & ENVIRONMENT LLC	Dec 23, 2020	8,605.57
717224	31124	IBI GROUP	Dec 23, 2020	16,585.00
717225	31660	IGUANAS GRILL & CANTINIA INC	Dec 23, 2020	10,000.00
717226	31531	IN-N-OUT BURGERS INC	Dec 23, 2020	883.00
717227	31522	JACOB MILLER, REALTOR	Dec 23, 2020	5,000.00
717228	19283	JAM SERVICES INC	Dec 23, 2020	2,013.45
717229	31517	JENNY KELSEY-PENTON	Dec 23, 2020	5,000.00
717230	147	JIM ALFTER CEMENT CONTRACTOR	Dec 23, 2020	41,997.84
717231	26387	JIM BURKE FORD-EQ	Dec 23, 2020	173,849.95
717232	31589	JMM FITNESS INC	Dec 23, 2020	10,000.00
717233	31658	JON MORRIS CHIROPRACTIC INC	Dec 23, 2020	5,000.00
717234	12303	JORONCO RENTALS INC	Dec 23, 2020	140.75
717235	28989	K & I SERVICES INC	Dec 23, 2020	5,400.00
717236	19554	K & R TOWING	Dec 23, 2020	37.00
717237	4288	KAMAN INDUSTRIAL TECHNOLOGIES INC	Dec 23, 2020	533.16
717238	31614	KERN CARDIOLOGY MEDICAL GRP INC	Dec 23, 2020	15,000.00
717239	4435	KERN COUNTY CLERKS	Dec 23, 2020	400.00
717240	4573	KERN COUNTY WATER AGENCY	Dec 23, 2020	634,652.55
717241	7492	KERN MACHINERY INC	Dec 23, 2020	449.32
717242	25735	KERN MASONRY STRUCTURES INC	Dec 23, 2020	29,798.35
717243	31622	KERN PSYCHOLOGICAL SERVICES INC	Dec 23, 2020	5,000.00
717244	4740	KERN TURF SUPPLY	Dec 23, 2020	2,006.76
717245	26294	KRONOS INCORPORATED	Dec 23, 2020	610.00
717246	17229	L C ACTION SUPPLY INC	Dec 23, 2020	2,213.71
717247	29268	LAWSON PRODUCTS INC	Dec 23, 2020	197.64
717248	25066	LEXISNEXIS RISK DATA MGMT	Dec 23, 2020	1,687.90
717249	31524	LISA YOUNG	Dec 23, 2020	5,000.00
717250	31525	LITTLE RED SCHOOL HOUSE INC	Dec 23, 2020	15,000.00
717251	31580	LOCKHART INVESTMENTS	Dec 23, 2020	20,000.00
717252	5133	LOOP ELECTRIC INC	Dec 23, 2020	6,090.00
717253	15624	LOWE'S HOME IMPROVEMENT	Dec 23, 2020	1,027.68
717254	28274	MAGNET FORENSICS	Dec 23, 2020	2,391.68
717255	31521	MAMA TOSCA ITALIAN RESTAURANT INC	Dec 23, 2020	15,000.00
717256	31594	MANJIT KAUR	Dec 23, 2020	5,000.00
717257	10037	MISCELLANEOUS TRUST VENDOR	Dec 23, 2020	200.00
717258	31585	MARTY DAVIS BOOKKEEPING	Dec 23, 2020	5,000.00
717259	31600	MAVERICK PETROLEUM INC	Dec 23, 2020	10,000.00
717260	30621	MCADIRECT	Dec 23, 2020	1,242.49
717261	10037	MISCELLANEOUS TRUST VENDOR	Dec 23, 2020	200.00
717262	25190	MEMORIAL OCCUPATIONAL MEDICINE	Dec 23, 2020	210.00
717263	18520	METROPOLITAN RECYCLING LLC	Dec 23, 2020	15,786.01
717264	19252	MEYER CIVIL ENGINEERING INC	Dec 23, 2020	7,316.50
717265	21693	MICHEL, ALBERTO	Dec 23, 2020	287.52
717266	1316	MICHELIN NORTH AMERICA INC	Dec 23, 2020	12,840.95
717267	31604	MICHELLE LYNAM FAMILY DAYCARE	Dec 23, 2020	5,000.00
717268	31620	MORE THAN ONE DIMENSION INC	Dec 23, 2020	5,000.00
717269	31508	NICKY'S NAILS & SPA	Dec 23, 2020	5,000.00
717270	31592	NICOLE ENGLAND	Dec 23, 2020	5,000.00
717271	5923	NORTH KERN WATER STORAGE DIST	Dec 23, 2020	7,375.00
717272	28687	NV5 INC	Dec 23, 2020	20,135.68
717273	30905	OLAGUEZ TRANSPORT	Dec 23, 2020	3,600.00
717274	70044	OLD RIVER ROAD LLC	Dec 23, 2020	200.00
717275	31667	ONUEMANO ZAPATA	Dec 23, 2020	5,000.00
717276	10361	OPEN & SHUT ENTERPRISES	Dec 23, 2020	85.00

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717277	6448	P T O SALES CORP / TRUCKPRO LLC	Dec 23, 2020	285.95
717278	20446	PAPE MACHINERY INC	Dec 23, 2020	26,776.59
717279	30054	PARADISE BALLOON DESIGNS	Dec 23, 2020	5,000.00
717280	6205	PAVEMENT RECYCLING SYSTEMS INC	Dec 23, 2020	61,039.97
717281	24029	PAYLESS TOWING	Dec 23, 2020	148.00
717282	31513	PEREZ, DAVID	Dec 23, 2020	11.00
717283	27105	PHILLIPS, PHAUL	Dec 23, 2020	120.87
717284	29637	PINNACLE PETROLEUM INC	Dec 23, 2020	59,364.49
717285	31606	PREMIER FAMILY HEALTH CARE INC	Dec 23, 2020	15,000.00
717286	26997	PROVOST & PRITCHARD CONSULTING INC	Dec 23, 2020	19,436.81
717287	26854	PUBLIC SAFETY SOFTWARE GROUP	Dec 23, 2020	684.00
717288	6527	PULLTARPS MFG	Dec 23, 2020	159.36
717289	10037	MISCELLANEOUS TRUST VENDOR	Dec 23, 2020	315.99
717290	6555	QUINN COMPANY INC	Dec 23, 2020	3,233.31
717291	28019	RAMIREZ, RAY	Dec 23, 2020	375.00
717292	20713	RANDY'S TOWING LLC	Dec 23, 2020	4,617.50
717293	28480	READY REFRESH	Dec 23, 2020	210.38
717294	31670	RICH'S AUTO GLASS INC	Dec 23, 2020	10,000.00
717295	31615	RICHARD WINWARD	Dec 23, 2020	5,000.00
717296	6617	RLH FIRE PROTECTION	Dec 23, 2020	320.00
717297	30779	ROCKWOOD ENTERPRISES GROUP	Dec 23, 2020	2,465.14
717298	23176	RR DONNELLEY CO INC	Dec 23, 2020	2,260.92
717299	31532	RUSSELL UNRUH	Dec 23, 2020	5,000.00
717300	12665	SAN JOAQUIN FENCE & SUPPLY	Dec 23, 2020	6,386.97
717301	31527	SAVANNAH MATA	Dec 23, 2020	5,000.00
717302	22004	SCHLOSSER, CATHY	Dec 23, 2020	231.00
717303	31624	SCOTT RIVERA REAL ESTATE TEAM INC	Dec 23, 2020	5,000.00
717304	10037	MISCELLANEOUS TRUST VENDOR	Dec 23, 2020	21.00
717305	70004	SIERRA CONSTRUCTION	Dec 23, 2020	1,600.00
717306	25246	SIGLER INC	Dec 23, 2020	98.86
717307	11566	SOIL CONTROL LAB INC	Dec 23, 2020	2,136.00
717308	31526	SOS RECYCLE LLC	Dec 23, 2020	5,000.00
717309	18357	SOUTHWEST VETERINARY HOSPITAL	Dec 23, 2020	271.00
717310	11907	SPARKLETTS/SIERRA SPRINGS	Dec 23, 2020	206.08
717311	31602	SPARTAN TECHNICAL SERVICES INC	Dec 23, 2020	10,000.00
717312	29986	STANDARD PLUMBING SUPPLY DBA FLOYDS	Dec 23, 2020	7.13
717313	28923	STARS AND STRIPES	Dec 23, 2020	7,155.00
717314	31519	STARSTRUCK ENTERTAINMENT SERVICES	Dec 23, 2020	15,000.00
717315	19532	STEINER, TERRYE	Dec 23, 2020	5,000.00
717316	31663	STEPHEN D SWAN CONSTRUCTION	Dec 23, 2020	5,000.00
717317	31665	STOP N RECYCLE INC	Dec 23, 2020	5,000.00
717318	7727	SUN BADGE CO	Dec 23, 2020	179.87
717319	29053	TATES JANITORIAL SERVICE	Dec 23, 2020	5,240.83
717320	29696	TEAMSIDELINE.COM	Dec 23, 2020	3,397.00
717321	25338	TEN EIGHT TOW INC	Dec 23, 2020	148.00
717322	31515	THAT BARBER SHOP	Dec 23, 2020	5,000.00
717323	19961	THE HON COMPANY-C/O STINSONS	Dec 23, 2020	322.42
717324	17175	THYSSENKRUPP ELEVATOR INC	Dec 23, 2020	39,652.19
717325	31673	TIMOTHY DAVIS	Dec 23, 2020	5,000.00
717326	30881	TOTAL LANDSCAPE MAINTENANCE	Dec 23, 2020	1,200.00
717327	31586	TOUCH N GLOW INC	Dec 23, 2020	5,000.00
717328	21089	TRIPICCHIO, FRANK	Dec 23, 2020	5,000.00
717329	10428	UNITED REFRIGERATION INC	Dec 23, 2020	363.11
717330	13920	UNITED SITE SERVICES OF CA INC	Dec 23, 2020	1,678.46
717331	8520	VALLEY POWER SYSTEMS, INC	Dec 23, 2020	6.30

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717332	15132	VALLEY PROPANE SERVICE	Dec 23, 2020	9,609.89
717333	19844	VAN WYK, MITCH	Dec 23, 2020	3,710.00
717334	20601	VERIZON WIRELESS	Dec 23, 2020	284.06
717335	5158	W M LYLES COMPANY	Dec 23, 2020	28,622.55
717336	22636	WEATHERLY, DAVID	Dec 23, 2020	160.00
717337	25672	WESTERN ENERGY SYSTEMS	Dec 23, 2020	5,877.71
717338	31510	WHITE LANE FITNESS	Dec 23, 2020	15,000.00
717339	31518	WIKI'S WINE DIVE & GRILL INC	Dec 23, 2020	15,000.00
717340	9025	WILLIS DESIGN STUDIOS	Dec 23, 2020	5,000.00
717341	18790	WINSTON WATER SERVICES	Dec 23, 2020	845.00
717342	31528	ZIVEL OF BAKERSFIELD	Dec 23, 2020	5,000.00
717343	537	A T & T	Dec 23, 2020	2,327.24
717344	6129	A T & T	Dec 23, 2020	211.96
717346	78	ADVANCED DISTRIBUTION CO	Dec 23, 2020	3,832.46
717347	30989	AIMS C/O HANNA BROPHY MACLEAN	Dec 23, 2020	81.00
717348	30989	AIMS C/O HANNA BROPHY MACLEAN	Dec 23, 2020	9,729.00
717349	31065	AMERICAN LANDSCAPE INC	Dec 23, 2020	315,399.74
717350	557	BARC	Dec 23, 2020	14,102.55
717351	557	BARC	Dec 23, 2020	7,271.32
717352	557	BARC	Dec 23, 2020	13,333.33
717353	10351	BOWMAN ASPHALT	Dec 23, 2020	769,496.88
717357	1696	CALIFORNIA WATER SERVICE	Dec 23, 2020	43,204.52
717358	11937	CITY OF BAKERSFIELD	Dec 23, 2020	3,332.35
717359	2469	DEPARTMENT OF JUSTICE	Dec 23, 2020	1,776.00
717360	21941	DINSMORE, JACOB	Dec 23, 2020	391.00
717361	21941	DINSMORE, JACOB	Dec 23, 2020	320.00
717362	2553	EMPLOYMENT DEVELOPMENT DEPT	Dec 23, 2020	3,324.71
717364	3427	GRAINGER INC, W W	Dec 23, 2020	4,923.17
717366	7933	HOME DEPOT	Dec 23, 2020	3,018.33
717367	21073	IALEIA INC	Dec 23, 2020	200.00
717369	25528	JAIME & SONS PEST CONTROL CO	Dec 23, 2020	960.00
717370	23127	KERN COUNTY TREASURER TAX COLLECTOI	Dec 23, 2020	106.35
717371	4677	KERN REFUSE DISPOSAL, INC	Dec 23, 2020	151,181.50
717372	5118	LOCAL AGENCY FORMATION COMMISS	Dec 23, 2020	944.00
717373	30179	MARINE CONSERVATION SOCIETY	Dec 23, 2020	250.00
717374	31507	MARK MARTINEZ	Dec 23, 2020	5,000.00
717375	14088	PACIFIC GAS & ELECTRIC	Dec 23, 2020	53.87
717376	6114	PACIFIC GAS & ELECTRIC COMPANY	Dec 23, 2020	18,579.49
717378	27361	SC FUELS	Dec 23, 2020	21,798.43
717379	7096	SJVAPCD	Dec 23, 2020	290.00
717380	7096	SJVAPCD	Dec 23, 2020	143.00
717381	7509	SOCALGAS	Dec 23, 2020	249.32
717382	7509	SOCALGAS	Dec 23, 2020	609.99
717383	7509	SOCALGAS	Dec 23, 2020	16.43
717384	11276	STATE BOARD OF EQUALIZATION	Dec 23, 2020	1,500.00
717385	11276	STATE BOARD OF EQUALIZATION	Dec 23, 2020	1,200.00
717386	11276	STATE BOARD OF EQUALIZATION	Dec 23, 2020	350.00
717387	11276	STATE BOARD OF EQUALIZATION	Dec 23, 2020	1,200.00
717388	11276	STATE BOARD OF EQUALIZATION	Dec 23, 2020	1,500.00
717389	11276	STATE BOARD OF EQUALIZATION	Dec 23, 2020	1,500.00
717390	11276	STATE BOARD OF EQUALIZATION	Dec 23, 2020	350.00
717391	7637	SWRCB - STORM WATER SECTION	Dec 23, 2020	52,445.00
717392	22994	TIME MAGAZINE	Dec 23, 2020	72.28
717393	26735	TSANG, CHUEN	Dec 23, 2020	320.00
717394	26735	TSANG, CHUEN	Dec 23, 2020	391.00

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717395	8611	VAUGHN WATER CO., INC.	Dec 23, 2020	52.54
717396	30678	VERDE DESIGN INC	Dec 23, 2020	85,130.00
717397	8400	VWR SCIENTIFIC	Dec 23, 2020	762.84
717398	10204	ASSOCIATION BKFD POLICE OFFICER FCU	Dec 23, 2020	16,202.54
717399	10211	BAKERSFIELD FIREMEN	Dec 23, 2020	12,271.21
717400	10200	BAKERSFIELD FIREMEN RELIEF ASS	Dec 23, 2020	7,922.54
717401	10203	BAKERSFIELD POLICE BENEFIT	Dec 23, 2020	27,305.09
717402	10205	MUTUAL BENEFIT ASSOCIATION	Dec 23, 2020	1,900.98
717403	26810	RELIASTAR LIFE INSURANCE CO	Dec 23, 2020	2,589.20
717404	22324	SEIU LOCAL 521	Dec 23, 2020	16,110.96
717405	31581	A MR CLEANER	Dec 30, 2020	5,000.00
717406	28010	ABSOLUTE MITIGATION SERVICES	Dec 30, 2020	5,000.00
717407	24149	ADVANCE COMMUNICATIONS & CONSULTING	Dec 30, 2020	15,000.00
717408	15433	ADVANCE MOBILE SECURITY	Dec 30, 2020	367.31
717409	28831	ADVANCED INDUSTRIAL SERVICES	Dec 30, 2020	12,608.58
717410	25365	AECOM TECHNICAL SERVICES INC	Dec 30, 2020	14,239.99
717411	31625	AFIS REAL ESTATE CENTER	Dec 30, 2020	5,000.00
717412	31573	AK RESTAURANTS DBA THE FLAME BROILE	Dec 30, 2020	15,000.00
717413	24462	ALIANZA RECYCLING & RECOVERY LLC	Dec 30, 2020	43.80
717414	31559	ALL KIDS DENTAL SURGERY CENTER	Dec 30, 2020	15,000.00
717415	31541	ALL SEASON NAILS AND SPA	Dec 30, 2020	5,000.00
717416	31582	ALTAMONT HEALTHCARE INC	Dec 30, 2020	15,000.00
717417	15461	ALVIDREZ, TONY M	Dec 30, 2020	26.33
717418	23781	AMERICAN HEALTH ASSOCIATION INC	Dec 30, 2020	15,000.00
717419	30846	AMERICAN INTERNATIONAL ENVIRONMENTA	Dec 30, 2020	14,118.00
717420	31634	AMERICANA REAL ESTATE & INVESTMENTS	Dec 30, 2020	5,000.00
717421	31612	ANA ALICIA QUINTANA	Dec 30, 2020	5,000.00
717422	359	ANDERSON, ALLEN M	Dec 30, 2020	7.50
717423	11517	ANSON, GARY	Dec 30, 2020	19.89
717424	10047	MISC RECEIVABLE REFUND VENDOR	Dec 30, 2020	98.00
717425	24927	ARRIBILLAGA, ROSEMARIE	Dec 30, 2020	42.50
717426	31006	ASSUREHIRE INC	Dec 30, 2020	465.75
717427	31686	ATHENAS GREEK CAFE AND BAKERY	Dec 30, 2020	5,000.00
717428	31551	ATLAS POOL CARE INC	Dec 30, 2020	15,000.00
717429	18417	ATTORNEYS CERTIFIED SERVICES INC	Dec 30, 2020	5,000.00
717430	675	BAKERSFIELD CALIFORNIAN	Dec 30, 2020	399.22
717431	10320	BAKERSFIELD HOMELESS CENTER	Dec 30, 2020	227,841.23
717432	31631	BAKERSFIELD KIDNEY CENTER INC	Dec 30, 2020	5,000.00
717433	971	BAKERSFIELD PLUMBING CO INC	Dec 30, 2020	1,545.00
717434	31627	BAKERSFIELD POOL DOCTOR	Dec 30, 2020	5,000.00
717435	875	BAKERSFIELD TRUCK CENTER	Dec 30, 2020	570.64
717436	28365	BALTIC NETWORKS USA	Dec 30, 2020	1,049.77
717437	31678	BEAUTIFUL HUMAN HAIR	Dec 30, 2020	5,000.00
717438	31649	BEAUTIFUL SEQUENCE	Dec 30, 2020	5,000.00
717439	31540	BEN WAGEMAN DBA BJR MAINTENANCE	Dec 30, 2020	5,000.00
717440	31577	BHL HOLDINGS LLC DBA NEW WORLD	Dec 30, 2020	5,000.00
717441	1111	BLACKBURN, CLEO	Dec 30, 2020	26.33
717442	21172	BLACKHOLE TECHNOLOGIES INC	Dec 30, 2020	2,573.06
717443	31593	BLEU LAVENDER	Dec 30, 2020	5,000.00
717444	31656	BONITAS EYEBROW THREADING & HENNA	Dec 30, 2020	5,000.00
717445	29453	BORDERLAN INC	Dec 30, 2020	58,548.00
717446	22817	BORN AGAIN BODYWORKS	Dec 30, 2020	7,651.42
717447	17192	BOWEN, CECIL	Dec 30, 2020	37.23
717448	31629	BRAZILIAN WAX BOUTIQUE INC	Dec 30, 2020	10,000.00
717449	31647	BRIGHT DENTAL CARE	Dec 30, 2020	5,000.00

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717450	31591	BRINKMORE FOUNDATION	Dec 30, 2020	5,000.00
717451	10267	BUDGET BOLT INC	Dec 30, 2020	157.60
717452	1463	CADENA, JAKE	Dec 30, 2020	26.33
717453	1497	CAIN JR. CONSTRUCTION, GEORGE	Dec 30, 2020	5,000.00
717454	31539	CALIFORNIA CLEANIN	Dec 30, 2020	10,000.00
717455	31652	CALIFORNIA CONSULTING SERVICES INC	Dec 30, 2020	5,000.00
717456	1694	CALIFORNIA WATER SERVICE	Dec 30, 2020	7,577.34
717457	1695	CALIFORNIA WATER SERVICE CO	Dec 30, 2020	2,294.23
717458	1771	CARROLL, EUGENE J	Dec 30, 2020	13.07
717459	27074	CEN-CAL CONSTRUCTION INC	Dec 30, 2020	48,549.80
717460	26638	CENTER FOR PUBLIC SAFETY INC	Dec 30, 2020	7,150.00
717461	31579	CHARLES AMARIKWA DBA INTERNET GALXY	Dec 30, 2020	5,000.00
717462	29182	CHEFS NOODLE BAR INC	Dec 30, 2020	20,000.00
717463	31549	CIRCLE & CO ASISTENCIA LATINA	Dec 30, 2020	5,000.00
717464	31690	CIRUGIA SIN FRONTERAS	Dec 30, 2020	5,000.00
717465	2050	CLIFFORD & BROWN	Dec 30, 2020	682.50
717466	31653	CLOGS PLUS PLUMBING	Dec 30, 2020	5,000.00
717467	12236	COLBURN, NORMA	Dec 30, 2020	42.50
717468	31689	COLOR ME MINE OF BAKERSFIELD	Dec 30, 2020	5,000.00
717469	31555	COMPUTER NETWORKING SYSTEMS INC	Dec 30, 2020	5,000.00
717470	10697	CRAWFORD, KAREN	Dec 30, 2020	6.20
717471	31674	CT CHINA GARDEN INC	Dec 30, 2020	5,000.00
717472	27218	CUMMINS PACIFIC LLC	Dec 30, 2020	2,310.00
717473	31534	DANA MOTA REALTY	Dec 30, 2020	5,000.00
717474	31693	DARLING NAILS	Dec 30, 2020	5,000.00
717475	2435	DE LAURIE, JERRY	Dec 30, 2020	13.07
717476	31648	DEBRA JONES DAYCARE	Dec 30, 2020	5,000.00
717477	13970	DELL MARKETING L P	Dec 30, 2020	344.24
717478	31617	DESIRED DESIGNS	Dec 30, 2020	5,000.00
717479	2630	DOYLE, MIKE	Dec 30, 2020	34.75
717480	28574	DR RONALD OSTROM	Dec 30, 2020	1,000.00
717481	31566	DREAM CLEAN	Dec 30, 2020	5,000.00
717482	25689	DXP ENTERPRISES INC	Dec 30, 2020	5,788.73
717483	31688	ELITE TEAM PROPERTIES	Dec 30, 2020	5,000.00
717484	31616	EM LASH STUDIO INC	Dec 30, 2020	5,000.00
717485	31548	EMILIO ORTIZ DBA CA CARPET CLEANING	Dec 30, 2020	5,000.00
717486	2811	ENTENMANN ROVIN CO	Dec 30, 2020	69.83
717487	31639	EVAS CAFE	Dec 30, 2020	5,000.00
717488	12943	EVIDENT CRIME SCENE PRODUCTS	Dec 30, 2020	506.68
717489	2901	FEDEX	Dec 30, 2020	108.37
717490	31666	FIRST PLACE TROPHY AND ENGRAVING	Dec 30, 2020	5,000.00
717491	31564	FLAWLESS CUTZ & STYLEZ	Dec 30, 2020	5,000.00
717492	25339	FLEET SERVICES TOWING INC	Dec 30, 2020	37.00
717493	11696	FRALEY, DEBORAH	Dec 30, 2020	19.89
717494	31637	GAMEDAY SPORTS ACADEMY	Dec 30, 2020	5,000.00
717495	31668	GARRETT WELL DBA WINE ME UP	Dec 30, 2020	5,000.00
717496	31545	GARRISON'S SEAFOOD EXPRESS LLC	Dec 30, 2020	5,000.00
717497	12742	GEORGE, PRESTON	Dec 30, 2020	26.33
717498	3360	GILLBURG, GEORGE	Dec 30, 2020	26.33
717499	31662	GLENWOOD FASHION INC	Dec 30, 2020	5,000.00
717500	31618	GOLDSTYLER INC	Dec 30, 2020	5,000.00
717501	3427	GRAINGER INC, W W	Dec 30, 2020	5,088.19
717502	3452	GRAYBAR ELECTRIC COMPANY	Dec 30, 2020	2,765.79
717503	3511	GRIFFITH COMPANY INC	Dec 30, 2020	679,702.95
717504	31005	GT AUTO SERVICES INC	Dec 30, 2020	9,168.97

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717505	31695	GUESS, SHELLY	Dec 30, 2020	5,000.00
717506	31621	GUTHRIES ALLEY CAT INC	Dec 30, 2020	10,000.00
717507	3569	H & S BODY WORKS & TOWING	Dec 30, 2020	37.00
717508	3571	H & S HOSE & SUPPLY INC	Dec 30, 2020	51.28
717509	11942	HALL, DENNIS	Dec 30, 2020	26.33
717510	31645	HARPINDER SINGH	Dec 30, 2020	5,000.00
717511	3770	HERRERA, FRANK R	Dec 30, 2020	26.33
717512	20053	HLP, INC	Dec 30, 2020	20.30
717513	29838	HOWDEN ROOTS	Dec 30, 2020	38,000.00
717514	11438	HUNTINGTON, LORRAINE	Dec 30, 2020	27.32
717515	31571	HYUNG LEE DBA JOEY RECYCLING CENT	Dec 30, 2020	5,000.00
717516	20621	ICF JONES & STOKES INC	Dec 30, 2020	3,791.25
717517	27898	IES ENGINEERING/INNOVATIVE ENG SYS	Dec 30, 2020	2,237.00
717518	30591	INDUSTRIAL ELECTRIC CONST & MAINT	Dec 30, 2020	13,012.61
717519	31554	ITZ JUS NATURAL DBA SACRED SPACE	Dec 30, 2020	5,000.00
717520	12016	JERRY'S PIZZA & PUB	Dec 30, 2020	10,000.00
717521	31651	JIBE HO VENTURES INC DBA BAJA FRESH	Dec 30, 2020	5,000.00
717522	147	JIM ALFTER CEMENT CONTRACTOR	Dec 30, 2020	7,683.98
717523	31553	JOEL SANDOVAL DBA RELIABLE REALTORS	Dec 30, 2020	5,000.00
717524	31694	JOHN NEWTON PAINTING	Dec 30, 2020	5,000.00
717525	31544	JOHNNY RAY CUEN JEWELRY	Dec 30, 2020	5,000.00
717526	24194	JOHNSON, CLARISSE	Dec 30, 2020	26.33
717527	31654	JOLENE M LUNA-NERI DBA ANGELIC FACE	Dec 30, 2020	5,000.00
717528	31675	JOSHUA GARZA DBA JGARZA & ASSOCIA	Dec 30, 2020	5,000.00
717529	28989	K & I SERVICES INC	Dec 30, 2020	1,500.00
717530	31561	KALIFORNIA WHEELS AND TIRES, INC	Dec 30, 2020	15,000.00
717531	4288	KAMAN INDUSTRIAL TECHNOLOGIES INC	Dec 30, 2020	405.11
717532	31546	KERI NEWSOME DBA TRUSTWORTHY ATM S	Dec 30, 2020	5,000.00
717533	31563	KERI SMITH DBA A1 MOBILE CAR WASH	Dec 30, 2020	5,000.00
717534	14574	KERN COUNTY DEPT OF WEIGHTS	Dec 30, 2020	121.10
717535	12610	KERN COUNTY FAMLY MAGAZINE	Dec 30, 2020	5,000.00
717536	4733	KERN TROPHIES	Dec 30, 2020	5,000.00
717537	21175	KISBEY, KAREN	Dec 30, 2020	13.07
717538	4875	KNIGHTS PUMPING & PORTABLE SVC INC	Dec 30, 2020	542.28
717539	31568	KRIS DALE CONSULTING LLC	Dec 30, 2020	5,000.00
717540	17229	L C ACTION SUPPLY INC	Dec 30, 2020	3,230.67
717541	31590	LABMINDS STAFFING & RECRUITING INC	Dec 30, 2020	5,000.00
717542	31558	LADYBIRD DAYCARE	Dec 30, 2020	5,000.00
717543	31613	LATIN RODEO INC	Dec 30, 2020	5,000.00
717544	30408	LESAR DEVELOPMENT CONSULTANTS	Dec 30, 2020	14,639.80
717545	31567	LETICIA MEDINA	Dec 30, 2020	5,000.00
717546	31671	LITTLE EINSTEINS CHILD CARE	Dec 30, 2020	5,000.00
717547	5163	LOPEZ, FRANK	Dec 30, 2020	26.33
717548	31598	LOS TACOS DE HUICHO	Dec 30, 2020	10,000.00
717549	15624	LOWE'S HOME IMPROVEMENT	Dec 30, 2020	406.84
717550	24061	MAHAFFEY, BOBBY	Dec 30, 2020	26.33
717551	31595	MALDONADOS MAINTENANCE	Dec 30, 2020	5,000.00
717552	31650	MAN BITES DOG EMPORIUM	Dec 30, 2020	5,000.00
717553	31679	MARIA HERNANDEZ INSURANCE AGENCY	Dec 30, 2020	5,000.00
717554	31584	MARICELA FRANCO	Dec 30, 2020	5,000.00
717555	31664	MARY C WOODS	Dec 30, 2020	5,000.00
717556	30621	MCADIRECT	Dec 30, 2020	18.41
717557	16016	MCINTOSH & ASSOCIATES	Dec 30, 2020	16,560.00
717558	31536	MELISSA VANESSA MARTINEZ	Dec 30, 2020	5,000.00
717559	5446	MELTON, ROBERT D	Dec 30, 2020	13.07

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717560	7064	MERCHANTS PRINTING & ENVELOPE	Dec 30, 2020	95.45
717561	24077	MICHEL AUTO TECH	Dec 30, 2020	2,654.28
717562	1316	MICHELIN NORTH AMERICA INC	Dec 30, 2020	3,702.05
717563	31681	MILFORD, IRMA VASQUEZ	Dec 30, 2020	5,000.00
717564	31557	MIN GAO - DBA ZEN SPA MASSAGE	Dec 30, 2020	5,000.00
717565	5547	MINUTEMAN PRESS	Dec 30, 2020	122.16
717566	31535	MONICA BROWN	Dec 30, 2020	5,000.00
717567	10600	MOYER, MICKEY D.	Dec 30, 2020	42.50
717568	30041	MULCHMASTER	Dec 30, 2020	500.00
717569	31643	MULTILEVEL APPLICATIONS AND POSITIV	Dec 30, 2020	15,000.00
717570	31542	NEW CHINA BISTRO INC	Dec 30, 2020	5,000.00
717571	5896	NEWTON, KENNETH RAY	Dec 30, 2020	13.07
717572	24167	NOLTE ASSOCIATES INC	Dec 30, 2020	7,424.68
717573	31552	NORMA RODRIGUEZ DBA CHUY'S MOBILE	Dec 30, 2020	5,000.00
717574	28687	NV5 INC	Dec 30, 2020	224,967.07
717575	5963	OFFENBURGER, BILL	Dec 30, 2020	42.50
717576	30905	OLAGUEZ TRANSPORT	Dec 30, 2020	22,400.00
717577	31560	OPULENT SALONE DI BELLEZZA INC	Dec 30, 2020	5,000.00
717578	31543	OUR EMPIRE, INC	Dec 30, 2020	10,000.00
717579	22301	OVERLAND PACIFIC & CUTLER INC	Dec 30, 2020	57,769.52
717580	27975	OWEN, M ROSE	Dec 30, 2020	7.50
717581	29185	PACIFIC CONSTRUCTION SERVICES INC	Dec 30, 2020	5,000.00
717582	31669	PALAZZO NAILS AND SPA INC	Dec 30, 2020	10,000.00
717583	31655	PATEL'S THREADING & HENNA ART INC	Dec 30, 2020	5,000.00
717584	31646	PENTAGON RIDES & TRANSPORT LLC	Dec 30, 2020	15,000.00
717585	31565	PERFECT NAILS	Dec 30, 2020	5,000.00
717586	31630	PERLA M BANOS FAMILY CHILDCARE	Dec 30, 2020	5,000.00
717587	11451	PHILLIPS, SHIRLEY A	Dec 30, 2020	6.20
717588	31684	POLISHED NAILBAR	Dec 30, 2020	10,000.00
717589	178	PRAXAIR DISTRIBUTION INC	Dec 30, 2020	262.64
717590	31641	QUEEN PIZZA AND KRISPY KRUNCHY	Dec 30, 2020	5,000.00
717591	12132	QUON, MICHAEL F	Dec 30, 2020	37.23
717592	31562	RACHAEL NEWELL	Dec 30, 2020	5,000.00
717593	31619	RANDOLPH CHIROPRACTIC	Dec 30, 2020	5,000.00
717594	20713	RANDY'S TOWING LLC	Dec 30, 2020	190.00
717595	28060	ROBERTS, EMMA	Dec 30, 2020	42.50
717596	31537	ROSE'S TAX SERVICE	Dec 30, 2020	5,000.00
717597	30797	ROWE, ANITA J	Dec 30, 2020	37.23
717598	31538	ROYAL NAILS AND SPA	Dec 30, 2020	10,000.00
717599	31685	ROYS MARKET	Dec 30, 2020	5,000.00
717600	31683	SALAS DESIRAE FAMILY CHILD CARE	Dec 30, 2020	5,000.00
717601	31642	SALON SALON INC	Dec 30, 2020	5,000.00
717602	12665	SAN JOAQUIN FENCE & SUPPLY	Dec 30, 2020	1,342.75
717603	31635	SANDRA CHAVOYA FUENTES FMLY DAYCARI	Dec 30, 2020	5,000.00
717604	31597	SARAH STEVENS DBA FUR AND FEATHER	Dec 30, 2020	10,000.00
717605	10047	MISC RECEIVABLE REFUND VENDOR	Dec 30, 2020	1,666.96
717606	7337	SHERFY, ROBERT M.	Dec 30, 2020	37.23
717607	7357	SHERMAN, THOMAS	Dec 30, 2020	26.33
717608	7351	SHIPES, HENRY	Dec 30, 2020	26.33
717609	31588	SHOYU SUSHI 2	Dec 30, 2020	10,000.00
717610	25246	SIGLER INC	Dec 30, 2020	50,322.43
717611	31672	SIGNATURE PLUS TAX SERVICE INC	Dec 30, 2020	5,000.00
717612	7434	SMART & FINAL IRIS COMPANY	Dec 30, 2020	688.80
717613	31640	SOCIAL STAMINA BEHAVIOR CONSULT	Dec 30, 2020	5,000.00
717614	31659	SOUTH VALLEY ELECTRICAL CONTRACTORS	Dec 30, 2020	10,000.00

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717615	11907	SPARKLETTS/SIERRA SPRINGS	Dec 30, 2020	200.11
717616	31633	SPEEDCUBESHOP INC	Dec 30, 2020	15,000.00
717617	31682	ST DEMIANA INC	Dec 30, 2020	5,000.00
717618	31636	STERI NAILS & SPA	Dec 30, 2020	5,000.00
717619	16685	STIERN VETERINARY HOSPITAL	Dec 30, 2020	177.17
717620	31550	STUDIO 4FORTY INC	Dec 30, 2020	10,000.00
717621	29458	SUPERION, LLC	Dec 30, 2020	150.00
717622	31638	TAN SAIGON	Dec 30, 2020	5,000.00
717623	31570	TANGI M MALM SMITH	Dec 30, 2020	5,000.00
717624	28733	TELELANGUAGE INC	Dec 30, 2020	768.24
717625	20357	TEUTIMEZ, DONALD	Dec 30, 2020	27.32
717626	31623	THE HENS ROOST	Dec 30, 2020	5,000.00
717627	31575	TINA'S FAMILY DAYCARE	Dec 30, 2020	5,000.00
717628	31687	TONYS PIZZA INC	Dec 30, 2020	15,000.00
717629	26861	TORRES, SHIRLEY	Dec 30, 2020	26.33
717630	31547	TRIPLE D TRANSPORT	Dec 30, 2020	5,000.00
717631	31644	TRUXTUN FAMILY DENTISTRY INC	Dec 30, 2020	10,000.00
717632	584	ULINE SHIPPING SUPPLY	Dec 30, 2020	454.35
717633	29109	UNIFIED FIELD SERVICES CORPORATION	Dec 30, 2020	66,382.40
717634	31692	UNIQUE DESIGN	Dec 30, 2020	5,000.00
717635	13920	UNITED SITE SERVICES OF CA INC	Dec 30, 2020	357.38
717636	24193	URSIN, MARGARET	Dec 30, 2020	42.50
717637	26539	US NATIONAL CORP	Dec 30, 2020	74,800.00
717638	27086	VALENTI, MARY	Dec 30, 2020	500.00
717639	29174	VALLIANT, JOHN	Dec 30, 2020	2.55
717640	17940	VINCENT, LESLIE	Dec 30, 2020	8.67
717641	8768	WALKER PROCESS EQUIPMENT	Dec 30, 2020	2,047.36
717642	31027	WARRIOR 1 YOGA SPA LLC	Dec 30, 2020	2,114.00
717643	8823	WATKINS, RICHARD	Dec 30, 2020	32.28
717644	31691	WCS PROTECTION SERVICES	Dec 30, 2020	5,000.00
717645	28739	WESTAIR GASES & EQUIPMENT INC	Dec 30, 2020	8.69
717646	31556	WESTCHESTER BARBER SHOP	Dec 30, 2020	5,000.00
717647	15380	WILLIAMS, ISABEL	Dec 30, 2020	26.33
717648	9052	WISHAM, DARLENE	Dec 30, 2020	26.33
717649	31680	WON SUSHI TIME INC	Dec 30, 2020	5,000.00
717650	31696	YB7 INC DBA VINE VERA	Dec 30, 2020	5,000.00
717651	31657	YVONNE CONTRERAS	Dec 30, 2020	5,000.00
717652	31569	ZEN SPA	Dec 30, 2020	5,000.00
717654	78	ADVANCED DISTRIBUTION CO	Dec 30, 2020	4,827.64
717655	25365	AECOM TECHNICAL SERVICES INC	Dec 30, 2020	52,474.72
717656	25365	AECOM TECHNICAL SERVICES INC	Dec 30, 2020	536,195.76
717657	30989	AIMS C/O HANNA BROPHY MACLEAN	Dec 30, 2020	3,948.87
717658	340	AMERIGAS	Dec 30, 2020	782.29
717659	10047	MISC RECEIVABLE REFUND VENDOR	Dec 30, 2020	481.53
717661	1696	CALIFORNIA WATER SERVICE	Dec 30, 2020	17,271.84
717662	10047	MISC RECEIVABLE REFUND VENDOR	Dec 30, 2020	143.33
717665	3213	GALLS, LLC	Dec 30, 2020	25,100.13
717666	10047	MISC RECEIVABLE REFUND VENDOR	Dec 30, 2020	422.00
717668	7933	HOME DEPOT	Dec 30, 2020	4,668.77
717669	10047	MISC RECEIVABLE REFUND VENDOR	Dec 30, 2020	53.75
717670	14119	METRO RECORD STORAGE INC	Dec 30, 2020	699.96
717674	6114	PACIFIC GAS & ELECTRIC COMPANY	Dec 30, 2020	135,554.61
717675	10047	MISC RECEIVABLE REFUND VENDOR	Dec 30, 2020	2,434.19
717676	10047	MISC RECEIVABLE REFUND VENDOR	Dec 30, 2020	167.35
717677	25468	SSD SYSTEMS INC	Dec 30, 2020	256.59

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717678	10047	MISC RECEIVABLE REFUND VENDOR	Dec 30, 2020	699.23
717679	30287	WEX BANK	Dec 30, 2020	291.30
717680	30002	MEDICAL EYE SERVICE COMPANY	Dec 30, 2020	3,567.77
717681	26810	RELIASTAR LIFE INSURANCE CO	Dec 30, 2020	4,095.67
717682	30027	U S BANK - PARS #6746022400	Dec 30, 2020	1,505.16
717683	30029	UNITED CONCORDIA DENTAL PLANS OF CA	Dec 30, 2020	56,818.17
717684	30020	UNUM	Dec 30, 2020	6,135.12
717685	31788	A MOBILE NOTARY PUBLIC	Jan 7, 2021	5,000.00
717686	20576	ACTION GLASS INC	Jan 7, 2021	7,312.50
717687	25365	AECOM TECHNICAL SERVICES INC	Jan 7, 2021	733,969.64
717688	12516	AIMS	Jan 7, 2021	56,583.33
717689	31701	AJ'S TUXEDO JUNCTION	Jan 7, 2021	5,000.00
717690	31729	ALMA D BEST INC	Jan 7, 2021	5,000.00
717691	23588	ALUMINUM CHUCK WAGON	Jan 7, 2021	3,754.92
717692	31742	AMANDA SHAFFER	Jan 7, 2021	5,000.00
717693	29339	AMBU INC	Jan 7, 2021	350.76
717694	17585	AMERINATIONAL COMMUNITY SERV INC	Jan 7, 2021	1,095.46
717695	31717	AMY MARROQUIN	Jan 7, 2021	5,000.00
717696	30035	ANDERBERG, NICOLE	Jan 7, 2021	2,960.00
717697	31777	ANGEL'S INDEPENDENT BMW INC	Jan 7, 2021	5,000.00
717698	31782	ANTHONY J & ASSOCIATES INC	Jan 7, 2021	5,000.00
717699	31737	APRIL MASSIRIO	Jan 7, 2021	5,000.00
717700	13049	ARMA COATINGS OF BAKERSFIELD	Jan 7, 2021	433.00
717701	26082	ARREDONDO, SERGIO	Jan 7, 2021	160.00
717702	30584	ASELA ENVIRONMENTAL INC	Jan 7, 2021	10,760.00
717703	31740	ASSIST BUSINESS & INS SER INC	Jan 7, 2021	5,000.00
717704	23227	AURIN, DANNY	Jan 7, 2021	160.00
717705	520	AUTO TINT WEST INC	Jan 7, 2021	3,529.97
717706	25180	B & R TOOL SUPPLY INC	Jan 7, 2021	1,768.11
717707	31771	BAKERSFIELD COPY & MAILING LLC	Jan 7, 2021	5,000.00
717708	31751	BAKERSFIELD INSURANCE AGENCY	Jan 7, 2021	5,000.00
717709	31698	BAKERSFIELD REALTY & INVESTMENTS	Jan 7, 2021	5,000.00
717710	31724	BALDWIN-GEORGENTON	Jan 7, 2021	5,000.00
717711	27132	BASKIN MECHANICAL ENGINEERS INC	Jan 7, 2021	5,000.00
717712	31743	BEAUTIFUL SKIN	Jan 7, 2021	5,000.00
717713	31708	BECKY COVINGTON-KAISER	Jan 7, 2021	5,000.00
717714	29652	BEJARANO, JOHNATHEN	Jan 7, 2021	70.31
717715	31710	BELLEVUE STUDIO	Jan 7, 2021	5,000.00
717716	25869	BERNARD, TONY JR.	Jan 7, 2021	160.00
717717	31763	BETTER BOWLS	Jan 7, 2021	5,000.00
717718	31722	BILLY FANNING	Jan 7, 2021	5,000.00
717719	21172	BLACKHOLE TECHNOLOGIES INC	Jan 7, 2021	3,792.68
717720	29024	BLANTON, ALEX	Jan 7, 2021	705.00
717721	29657	BLUE, SAMUEL	Jan 7, 2021	300.00
717722	23225	BOBADILLA, JULIO	Jan 7, 2021	146.14
717723	22817	BORN AGAIN BODYWORKS	Jan 7, 2021	1,095.27
717724	18692	BOUND TREE MEDICAL LLC	Jan 7, 2021	243.50
717725	31715	BRITTANY BURNS	Jan 7, 2021	5,000.00
717726	1271	BROCKS TRAILER	Jan 7, 2021	381.81
717727	10267	BUDGET BOLT INC	Jan 7, 2021	12.87
717728	31719	BUSINESS VISTA MANOR ARF INC	Jan 7, 2021	5,000.00
717729	1580	CALIFORNIA NEON SIGNS CO	Jan 7, 2021	5,000.00
717730	1695	CALIFORNIA WATER SERVICE CO	Jan 7, 2021	61,428.00
717731	31774	CAMINO REAL KITCHEN & TEQUILA INC	Jan 7, 2021	15,000.00
717732	31770	CARRIE BLIND	Jan 7, 2021	5,000.00

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
717733	31703	CATALDOS PIZZERIA RIVERWALK	Jan 7, 2021	15,000.00
717734	29208	CEGIELSKI, MEGAN	Jan 7, 2021	108.24
717735	28255	CELEDON, ERIC	Jan 7, 2021	2,960.00
717736	1888	CHAMPION HARDWARE	Jan 7, 2021	977.78
717737	19064	CHANG, ALICE	Jan 7, 2021	32.46
717738	23786	CHART INDUSTRIES	Jan 7, 2021	865.75
717739	24168	CHERRY, JAMES	Jan 7, 2021	634.50
717740	31720	CHESTER AVE MARKET	Jan 7, 2021	5,000.00
717741	20681	CHOW, JIM	Jan 7, 2021	135.30
717742	31779	COCINA & TEQUILA INC	Jan 7, 2021	20,000.00
717743	29966	CODE PUBLISHING COMPANY	Jan 7, 2021	546.65
717744	31741	COMPUTER SERVICES & NETWORKS	Jan 7, 2021	5,000.00
717745	17891	CONTROLLED MOTION SOLUTIONS INC	Jan 7, 2021	302.07
717746	31762	CORE ELECTRIC	Jan 7, 2021	5,000.00
717747	24169	CRUZ, MICHAEL	Jan 7, 2021	119.08
717748	31768	CRYSTAL CARDENAS	Jan 7, 2021	5,000.00
717749	23132	CUEVAS, ADAN	Jan 7, 2021	530.00
717750	31709	CUSTOM WORKS R/C PRODUCTS	Jan 7, 2021	5,000.00
717751	31765	D & K PRO SHOP	Jan 7, 2021	5,000.00
717752	31728	D BEST REALTY INC	Jan 7, 2021	5,000.00
717753	31714	DARCY HARDENBOOK	Jan 7, 2021	5,000.00
717754	4140	DAVID JANES COMPANY	Jan 7, 2021	62.26
717755	29209	DAVIS, APRIL	Jan 7, 2021	1,985.00
717756	14232	DE LA CRUZ, MICHAEL	Jan 7, 2021	160.00
717757	31744	DEBORAH PARKS DBA NATURAL	Jan 7, 2021	5,000.00
717758	25962	DEFINITI COMP SOLUTIONS	Jan 7, 2021	15.50
717759	13970	DELL MARKETING L P	Jan 7, 2021	23,814.46
717760	70338	DEWALT CORPORATION	Jan 7, 2021	100.00
717761	24213	DIAMOND H HAULING	Jan 7, 2021	395.00
717762	16539	DOSSEY, RICHARD	Jan 7, 2021	970.00
717763	10037	MISCELLANEOUS TRUST VENDOR	Jan 7, 2021	114.00
717764	16234	DYE, SEAN	Jan 7, 2021	160.00
717765	10037	MISCELLANEOUS TRUST VENDOR	Jan 7, 2021	100.00
717766	31752	ELITE NAILS INC	Jan 7, 2021	5,000.00
717767	31760	EMILY RICE	Jan 7, 2021	5,000.00
717768	31785	ENCHANTED COTTAGE	Jan 7, 2021	5,000.00
717769	23134	ENGLAND, KEITH	Jan 7, 2021	160.00
717770	31718	ERIN ENOS	Jan 7, 2021	5,000.00
717771	31700	FAIR HAVEN SERVICES	Jan 7, 2021	5,000.00
717772	12719	FANTASY FROCKS COSTUMES	Jan 7, 2021	5,000.00
717773	16624	FASTENAL COMPANY	Jan 7, 2021	1,743.56
717774	2901	FEDEX	Jan 7, 2021	30.94
717775	31750	FIGHT FORR FITNESS	Jan 7, 2021	5,000.00
717776	31712	FIGUEROA CONSULTING CO INC	Jan 7, 2021	5,000.00
717777	31010	FIRST AMERICAN TITLE COMPANY	Jan 7, 2021	500.00
717778	19657	FIRST CHOICE COFFEE SERVICES INC	Jan 7, 2021	104.74
717779	16455	FLORES, JAIME	Jan 7, 2021	291.04
717780	27788	FLOW N CONTROL INC	Jan 7, 2021	247.06
717781	18976	GARCIA, JUAN J	Jan 7, 2021	530.00
717782	20266	GARCIA, SERGIO	Jan 7, 2021	160.00
717783	18128	GARZA, ROBERT	Jan 7, 2021	136.40
717784	31783	GATEWAY FAMILY DENTISTRY INC	Jan 7, 2021	5,000.00
717785	31732	GLORIOUS NEAL	Jan 7, 2021	5,000.00
717786	3450	GRANITE CONSTRUCTION INC	Jan 7, 2021	915,123.48
717787	3466	GREATER BAKERSFIELD CHAMBER OF	Jan 7, 2021	85,874.20

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717788	31530	GRIFFIN GRAPHICS	Jan 7, 2021	428.67
717789	17670	HAMMONS, KENNETH	Jan 7, 2021	112.56
717790	24296	HERNANDEZ, ALEJANDRO	Jan 7, 2021	160.00
717791	19810	HERNANDEZ, JOSUE A	Jan 7, 2021	160.00
717792	30532	HERNANDEZ, MARCELINO	Jan 7, 2021	66.68
717793	29461	HESTER, TYLOR	Jan 7, 2021	870.84
717794	31723	HIDEY SOCKS LLC INC	Jan 7, 2021	5,000.00
717795	19139	HINOJOSA, FRANCISCO	Jan 7, 2021	160.00
717796	15034	HINSON, CHARLES	Jan 7, 2021	113.61
717797	29354	HISSONG, SHAWN	Jan 7, 2021	634.50
717798	30391	HOME DEPOT PRO	Jan 7, 2021	2,903.26
717799	70182	HOUSING AUTHORITY OF KERN COUNTY	Jan 7, 2021	1,280,146.00
717800	14717	HUDLOW CULTURAL RESOURCE ASSOC	Jan 7, 2021	2,620.00
717801	31784	HUMBERTO NORMAN DBA M&D'S	Jan 7, 2021	5,000.00
717802	30255	HUSAIN, ALI	Jan 7, 2021	160.00
717803	31739	INNOVATIVE CONCERT LIGHTING INC	Jan 7, 2021	10,000.00
717804	31716	INTERCATIVE EDUCATIONAL SERV INC	Jan 7, 2021	10,000.00
717805	22635	ITURRALDE, MARISA	Jan 7, 2021	125.79
717806	31748	JASON SUTTON DBA R-12 FITNESS	Jan 7, 2021	5,000.00
717807	31725	JEFF BUSSMAN REALTOR	Jan 7, 2021	5,000.00
717808	4243	JORGENSEN & CO	Jan 7, 2021	48.16
717809	31758	JOYETTE PERKINS DBA MS ASHLEY'S	Jan 7, 2021	5,000.00
717810	31787	JUAREZ CONSTRUCTION	Jan 7, 2021	5,000.00
717811	13344	JUDSON, DAVID	Jan 7, 2021	72.88
717812	28167	KARNS, KRISTOPHER	Jan 7, 2021	634.50
717813	31769	KEITH STOLLER DBA KSTBS	Jan 7, 2021	5,000.00
717814	31245	KERN COMMUNITY FOUNDATION	Jan 7, 2021	220,065.37
717815	4435	KERN COUNTY CLERKS	Jan 7, 2021	150.00
717816	70303	KERN COUNTY HISPANIC CHAMBER OF	Jan 7, 2021	68,000.00
717817	31764	KERN TRAVEL INC	Jan 7, 2021	5,000.00
717818	23434	KINNEY, STEVEN P	Jan 7, 2021	520.00
717819	12552	KURB KUT	Jan 7, 2021	200.00
717820	14219	L A GRINDING INC	Jan 7, 2021	150.00
717821	31704	LASH PHENE	Jan 7, 2021	5,000.00
717822	31731	LAURA BETANCOURT	Jan 7, 2021	5,000.00
717823	31733	LAUREN LOPETEGUY	Jan 7, 2021	5,000.00
717824	15251	LAWSON, JAMES	Jan 7, 2021	160.00
717825	31707	LE SALON	Jan 7, 2021	5,000.00
717826	22408	LEHR AUTO ELECTRIC	Jan 7, 2021	1,367.42
717827	20967	LIVE OAK ASSOCIATES INC	Jan 7, 2021	15,432.67
717828	5122	LOG CABIN FLORIST	Jan 7, 2021	362.91
717829	22954	LOZANO, FRANCISCO	Jan 7, 2021	160.00
717830	23764	LYNN CAPOUYA INC	Jan 7, 2021	3,774.00
717831	31711	M ELENA HERNANDEZ REAL ESTATE	Jan 7, 2021	5,000.00
717832	20300	MACHINE SUPPORT TECH INC	Jan 7, 2021	13,119.90
717833	31405	MANAGEMENT PARTNERS	Jan 7, 2021	5,000.00
717834	31730	MARTHA LUCIA ACOSTA	Jan 7, 2021	5,000.00
717835	25274	MARTIN & SONS UPHOLSTERY	Jan 7, 2021	370.00
717836	23758	MARTINEZ, LYNN	Jan 7, 2021	3,145.23
717837	31735	MC MURPHY'S	Jan 7, 2021	5,000.00
717838	5333	MCCORMICK, TERESA A	Jan 7, 2021	13.83
717839	27917	MCWILLIAMS, DANIEL	Jan 7, 2021	631.00
717840	27825	MELENDEZ, DANNI	Jan 7, 2021	3,982.00
717841	7064	MERCHANTS PRINTING & ENVELOPE	Jan 7, 2021	328.19
717842	31789	METROPOLITAN REAL ESTATE INC	Jan 7, 2021	5,000.00

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717843	31767	MICHAEL R KILPATRICK & ASSOCIATES	Jan 7, 2021	10,000.00
717844	24077	MICHEL AUTO TECH	Jan 7, 2021	304.00
717845	30367	MOLLY & BRUCE BUSACCA INC	Jan 7, 2021	10,000.00
717846	18161	MORALES, IGNACIO	Jan 7, 2021	160.00
717847	31749	MOSES RODRIGUEZ DBA CLASSIC	Jan 7, 2021	5,000.00
717848	885	MSC INDUSTRIAL SUPPLY CO INC	Jan 7, 2021	62.63
717849	5790	MUXLOW CONSTRUCTION	Jan 7, 2021	9,060.00
717850	31780	NAHED ALAZZOUR	Jan 7, 2021	5,000.00
717851	28631	O'BRIEN, ANDREW	Jan 7, 2021	139.37
717852	14676	OJEDA, DAVID	Jan 7, 2021	146.12
717853	30905	OLAGUEZ TRANSPORT	Jan 7, 2021	20,475.00
717854	31266	OLD GOLD VENTURES INC	Jan 7, 2021	42,415.56
717855	10037	MISCELLANEOUS TRUST VENDOR	Jan 7, 2021	200.00
717856	10495	OWENS, BILLY	Jan 7, 2021	200.00
717857	25286	PAC-VAN	Jan 7, 2021	11,258.01
717858	31738	PAMEL S HOGAN STUDIO SALON	Jan 7, 2021	5,000.00
717859	25076	PAPE KENWORTH	Jan 7, 2021	170.34
717860	26234	PARKS, DARREN	Jan 7, 2021	160.00
717861	31756	PEREZ TRANSPORTATION INC	Jan 7, 2021	5,000.00
717862	24905	PEREZ, FELIPE	Jan 7, 2021	160.00
717863	29211	PETERSON, DAVID	Jan 7, 2021	37.88
717864	25036	PIMENTEL, SANTOS	Jan 7, 2021	86.57
717865	6376	PIONEER PAINT	Jan 7, 2021	5,505.43
717866	31697	POTTER BOOKKEEPING SERVICE INC	Jan 7, 2021	5,000.00
717867	31761	PREMIER BARBER PARLOR	Jan 7, 2021	5,000.00
717868	31727	PROTEGE HAIR DESIGNS	Jan 7, 2021	5,000.00
717869	26997	PROVOST & PRITCHARD CONSULTING INC	Jan 7, 2021	2,729.60
717870	6555	QUINN COMPANY INC	Jan 7, 2021	7,205.54
717871	31776	RANCHO GRANDE MEXICAN GRILL INC	Jan 7, 2021	10,000.00
717872	6682	RAYMONDS TROPHY AND AWARDS	Jan 7, 2021	423.03
717873	31745	RAYYEZ INV DBA EM LASH STUDIO	Jan 7, 2021	5,000.00
717874	31736	REBECCA ALDRIDGE	Jan 7, 2021	5,000.00
717875	30134	REDBONE DEMOLITION	Jan 7, 2021	4,888.00
717876	31791	RENDEZVOUS SALON	Jan 7, 2021	5,000.00
717877	28020	REYES, CHRISTOPHER	Jan 7, 2021	152.57
717878	30914	RINCON CONSULTANTS INC	Jan 7, 2021	2,522.50
717879	6617	RLH FIRE PROTECTION	Jan 7, 2021	65.00
717880	14493	RODRIGUES, JOHN	Jan 7, 2021	267.00
717881	27378	ROLDAN, EVETTE	Jan 7, 2021	86.59
717882	31786	RORECO INC DBA CUBBIES	Jan 7, 2021	20,000.00
717883	30450	RUGANO, MICHAEL	Jan 7, 2021	91.06
717884	31781	S & D PROFESSIONAL SRV INC DBA	Jan 7, 2021	5,000.00
717885	28006	SACKETT, SOLOMON	Jan 7, 2021	320.00
717886	31721	SAMANTHA WAGEMAN	Jan 7, 2021	5,000.00
717887	12665	SAN JOAQUIN FENCE & SUPPLY	Jan 7, 2021	1,504.50
717888	23502	SANCHEZ, EZEQUIEL	Jan 7, 2021	147.20
717889	19102	SANCHEZ, NORI	Jan 7, 2021	215.00
717890	31772	SANDOVAL ASK TAX & REGISTRATION SRV	Jan 7, 2021	5,000.00
717891	27145	SANDOVAL, JOSE	Jan 7, 2021	160.00
717892	31726	SAUL BERNAL, BROKER	Jan 7, 2021	5,000.00
717893	28955	SEAN BATTLE	Jan 7, 2021	1,423.00
717894	30913	SEDGWICK CLAIMS MANAGEMENT SERV	Jan 7, 2021	18,756.67
717895	31699	SERGGIO'S BARBER & BEAUTY	Jan 7, 2021	5,000.00
717896	31754	SERGIO CONTRERAS JR	Jan 7, 2021	5,000.00
717897	31734	SHANDY GRANTHAM REALTOR	Jan 7, 2021	5,000.00

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717898	31773	SHANNON RENEAU DBA HAIR BY SHANNON	Jan 7, 2021	5,000.00
717899	70004	SIERRA CONSTRUCTION	Jan 7, 2021	3,710.00
717900	30812	SITREP SECURITY SOLUTIONS	Jan 7, 2021	4,275.00
717901	7434	SMART & FINAL IRIS COMPANY	Jan 7, 2021	39.05
717902	21687	SOLIS, ANTHONY	Jan 7, 2021	156.85
717903	10067	SON LIGHT ELECTRIC	Jan 7, 2021	10,000.00
717904	31759	SPACEAPE COMPUTERS	Jan 7, 2021	5,000.00
717905	11907	SPARKLETTS/SIERRA SPRINGS	Jan 7, 2021	334.45
717906	29986	STANDARD PLUMBING SUPPLY DBA FLOYDS	Jan 7, 2021	62.31
717907	31790	STAR BEAUTY SALON INC	Jan 7, 2021	15,000.00
717908	7719	SUBURBAN PROPANE	Jan 7, 2021	1,118.82
717909	31702	TAKHAR EYE CARE	Jan 7, 2021	5,000.00
717910	29053	TATES JANITORIAL SERVICE	Jan 7, 2021	792.00
717911	31747	TAXJUNKIES	Jan 7, 2021	10,000.00
717912	15036	TINOCO, FRANK C	Jan 7, 2021	160.00
717913	29088	TODD GROUNDWATER	Jan 7, 2021	2,898.75
717914	26907	TOLENTINO, INES	Jan 7, 2021	160.00
717915	31766	TRANDESIGN INC DBA FOAM	Jan 7, 2021	5,000.00
717916	21369	TRANS-WEST SECURITY INC	Jan 7, 2021	14,095.29
717917	13920	UNITED SITE SERVICES OF CA INC	Jan 7, 2021	4,907.67
717918	31778	URBAN OASIS SPA	Jan 7, 2021	5,000.00
717919	31753	VALENCIA ARTILLERY	Jan 7, 2021	5,000.00
717920	31757	VALLEY LAWN SERVICE	Jan 7, 2021	5,000.00
717921	31793	VALLEY MONTESSORI ACADEMY INC	Jan 7, 2021	5,000.00
717922	15132	VALLEY PROPANE SERVICE	Jan 7, 2021	9,420.30
717923	28051	VARGAS, MATTHEW	Jan 7, 2021	160.00
717924	31706	VEGA, ARLENE	Jan 7, 2021	500.00
717925	27733	VELASQUEZ, JUAN	Jan 7, 2021	160.00
717926	24963	VIDUYA, RODRIGO	Jan 7, 2021	138.02
717927	25411	VILLEGAS, JORGE	Jan 7, 2021	160.00
717928	31792	WANDA WINKLER DBA CRYSTAL	Jan 7, 2021	5,000.00
717929	22143	WEIR, BRUCE	Jan 7, 2021	138.55
717930	31746	WHEELER HUBBELL, MD	Jan 7, 2021	5,000.00
717931	20165	WILLDAN ENGINEERING	Jan 7, 2021	1,500.00
717932	9014	WILLIAMS, MICHAEL	Jan 7, 2021	160.00
717933	31713	YANKEE COMMUNICATIONS INC	Jan 7, 2021	5,000.00
717934	31775	YOLANDA WRIGHT REAL ESTATE AGENT	Jan 7, 2021	5,000.00
717935	31755	YONG LIN DBA CHINESE	Jan 7, 2021	5,000.00
717936	9244	ZEP MANUFACTURING COMPANY	Jan 7, 2021	826.17
717937	25879	ZOOM IMAGING SOLUTIONS, INC.	Jan 7, 2021	479.16
717938	30989	AIMS C/O HANNA BROPHY MACLEAN	Jan 7, 2021	2,574.60
717939	30989	AIMS C/O HANNA BROPHY MACLEAN	Jan 7, 2021	594.00
717940	31065	AMERICAN LANDSCAPE INC	Jan 7, 2021	197,086.38
717941	30102	ARMAGOST, PETER	Jan 7, 2021	705.00
717942	10199	BAKERSFIELD CITY EMPLOYEE	Jan 7, 2021	2,150.00
717943	10320	BAKERSFIELD HOMELESS CENTER	Jan 7, 2021	31,026.24
717944	10320	BAKERSFIELD HOMELESS CENTER	Jan 7, 2021	23,683.05
717947	1696	CALIFORNIA WATER SERVICE	Jan 7, 2021	20,496.17
717948	1700	CALIFORNIA WATER SERVICE	Jan 7, 2021	16,012.71
717949	27074	CEN-CAL CONSTRUCTION INC	Jan 7, 2021	44,008.07
717950	11937	CITY OF BAKERSFIELD	Jan 7, 2021	26.88
717951	17023	CITY OF BAKERSFIELD	Jan 7, 2021	6,095.00
717952	12533	DEPT OF TOXIC SUBSTANCES CONTR	Jan 7, 2021	660.00
717954	3427	GRAINGER INC, W W	Jan 7, 2021	2,332.14
717956	7933	HOME DEPOT	Jan 7, 2021	2,774.65

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717957	19493	INTERNATIONAL CODE COUNCIL	Jan 7, 2021	405.00
717959	15624	LOWE'S HOME IMPROVEMENT	Jan 7, 2021	940.04
717961	1316	MICHELIN NORTH AMERICA INC	Jan 7, 2021	29,957.47
717962	14040	NATIONAL NOTARY ASSOCIATION	Jan 7, 2021	543.25
717963	31328	PBN3 LLC INC	Jan 7, 2021	15,000.00
717964	22839	SECURITY PAVING CO, INC	Jan 7, 2021	180,817.00
717965	7637	SWRCB - STORM WATER SECTION	Jan 7, 2021	2,313.00
717967	70522	VINCULUMS SERVICES LLC	Jan 7, 2021	3,400.00
9995679	10199	BAKERSFIELD CITY EMPLOYEE	Dec 23, 2020	186,946.00
9995680	25099	BARAKAT, ELIE	Dec 23, 2020	2,500.00
9995681	24821	DEPARTMENT OF THE TREASURY	Dec 23, 2020	303.20
9995682	30014	EMPLOYMENT DEVELOPMENT DEPT	Dec 23, 2020	221,756.11
9995683	29895	FIRST DATA GLOBAL LEASING CREDIT	Dec 23, 2020	294.00
9995684	10217	I C M A RETIREMENT TRUST-303749	Dec 23, 2020	52,377.06
9995685	30010	IRS	Dec 23, 2020	628,625.99
9995686	30022	IRS / FDRF	Dec 23, 2020	146.00
9995687	16863	NATIONWIDE RETIREMENT SOLUTIONS	Dec 23, 2020	131,300.30
9995688	30025	STATE DISBURSEMENT UNIT	Dec 23, 2020	19,506.93
9995689	20699	VANTAGEPOINT TRANSFER AGENTS C/O	Dec 23, 2020	42,216.43
9995690	11811	WELLS FARGO BANK	Dec 23, 2020	113,793.92
9995691	30028	BLUE SHIELD OF CALIFORNIA-P	Dec 30, 2020	553,173.13
9995692	10547	COUNTY OF KERN	Dec 30, 2020	963,500.00
9995693	30021	KAISER PERMANENTE	Dec 30, 2020	222,939.05
9995694	10206	STATE OF CALIF - PERS	Dec 30, 2020	1,117,298.79
9995697	29896	UNION BANK CREDIT CARD FEES	Dec 30, 2020	51,084.36
9995698	11811	WELLS FARGO BANK	Dec 30, 2020	92,951.33
9995699	18775	CALPERS-REPLACEMENT BENEFIT FUND	Jan 7, 2021	11,354.16
9995700	30025	STATE DISBURSEMENT UNIT	Jan 7, 2021	19,506.93
9995701	11811	WELLS FARGO BANK	Jan 7, 2021	87,999.68
				$16,905,086.06

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E-Payable Number	Vendor Number	Vendor Name	E-Payable Date	E-Payable Amount
20104	29	AFFINITY TRUCK CENTER	Dec 23, 2020	$2,405.79
20105	26538	ARAMARK UNIFORM & CAREER APPAREL	Dec 23, 2020	$3,722.90
20106	575	B C LABORATORIES	Dec 23, 2020	$2,088.00
20107	611	B S & E COMPANY INC	Dec 23, 2020	$1,180.74
20108	30290	BAKERSFIELD AUTO PARTS	Dec 23, 2020	$1,804.24
20109	13424	BARNES WELDING SUPPLY	Dec 23, 2020	$858.38
20110	1163	BLUEPRINT SERVICE CO	Dec 23, 2020	$146.50
20111	1249	BRANDCO	Dec 23, 2020	$816.64
20112	18753	BRIDGEPORT TRUCK MANUFACTURING	Dec 23, 2020	$1,470.30
20113	23090	BURTONS FIRE INC	Dec 23, 2020	$306.94
20114	1477	CAL VALLEY EQUIPMENT INC	Dec 23, 2020	$145.00
20115	20747	CENTRAL SANITARY SUPPLY INC	Dec 23, 2020	$3,492.01
20116	17239	CENTRAL VALLEY OCCUPATIONAL INC	Dec 23, 2020	$11,824.00
20117	2162	CONSOLIDATED ELECTRICAL DIST INC	Dec 23, 2020	$6,960.66
20118	14055	FAST UNDERCAR LLC	Dec 23, 2020	$1,840.84
20119	2874	FERGUSON ENTERPRISES INC	Dec 23, 2020	$1,338.85
20120	30589	FRUIT GROWERS LABORATORY INC	Dec 23, 2020	$4,248.00
20121	16838	GIBBS INTERNATIONAL TRUCK CTR. INC	Dec 23, 2020	$106.10
20122	21739	GOLDEN EMPIRE TOWING INC	Dec 23, 2020	$527.00
20123	3593	HALL LETTER SHOP	Dec 23, 2020	$548.60
20124	4171	JERRY & KEITHS INC	Dec 23, 2020	$482.01
20125	1390	JIM BURKE FORD	Dec 23, 2020	$7,548.27
20126	4178	JIM BURKE LINCOLN MERCURY	Dec 23, 2020	$7,218.15
20127	15694	JIMS TOWING INC	Dec 23, 2020	$1,531.00
20128	4680	KERN RIVER POWER EQUIPMENT INC	Dec 23, 2020	$583.57
20129	4861	KISCO SALES INC	Dec 23, 2020	$126.25
20130	2267	L N CURTIS & SONS	Dec 23, 2020	$41,993.43
20131	24086	MAR-CO EQUIPMENT CORP	Dec 23, 2020	$227.04
20132	453	MUNICIPAL MAINTENANCE EQUIP INC	Dec 23, 2020	$943.45
20133	24279	O'REILLY AUTO PARTS	Dec 23, 2020	$391.57
20134	6550	QUAD KNOPF INC	Dec 23, 2020	$1,300.00
20135	7231	SEAL & PACKING SUPPLY CO	Dec 23, 2020	$2,001.30
20136	28661	SERVEXO PROTECTIVE SERVICES	Dec 23, 2020	$6,547.06
20137	19584	SMITH & SON TIRE INC	Dec 23, 2020	$650.37
20138	22473	SOILS ENGINEERING INC	Dec 23, 2020	$1,933.00
20139	23456	SORENSON,VERNON MD INC	Dec 23, 2020	$12,830.00
20140	14700	SOUTH COAST EMERGENCY VEHICLE SERV.	Dec 23, 2020	$2,128.95
20141	7685	STINSON STATIONERS	Dec 23, 2020	$1,495.69
20142	15868	TEL TEC SECURITY SYSTEM INC	Dec 23, 2020	$462.48
20143	96	TYACK TIRES INC	Dec 23, 2020	$1,943.09
20144	21212	WHITE CAP CONSTRUCTION SUPPLY	Dec 23, 2020	$1,690.45
20145	29	AFFINITY TRUCK CENTER	Dec 30, 2020	$940.32
20146	26538	ARAMARK UNIFORM & CAREER APPAREL	Dec 30, 2020	$1,686.11
20147	576	B & B SURPLUS	Dec 30, 2020	$1,965.98
20148	575	B C LABORATORIES	Dec 30, 2020	$3,149.00
20149	30290	BAKERSFIELD AUTO PARTS	Dec 30, 2020	$229.01
20150	13424	BARNES WELDING SUPPLY	Dec 30, 2020	$101.54
20151	1037	BERCHTOLD EQUIPMENT CO	Dec 30, 2020	$145.45
20152	1163	BLUEPRINT SERVICE CO	Dec 30, 2020	$37.99
20153	20747	CENTRAL SANITARY SUPPLY INC	Dec 30, 2020	$1,513.18
20154	5147	COASTLINE EQUIPMENT	Dec 30, 2020	$1,240.50
20155	13912	DIRECT SAFETY SOLUTIONS INC	Dec 30, 2020	$340.66
20156	14055	FAST UNDERCAR LLC	Dec 30, 2020	$4,547.83
20157	2874	FERGUSON ENTERPRISES INC	Dec 30, 2020	$1,932.30
20158	21739	GOLDEN EMPIRE TOWING INC	Dec 30, 2020	$1,425.00
20159	3929	HYDRAULIC CONTROLS INC	Dec 30, 2020	$425.65

FROM 12/23/2020 to 1/7/2021

E-Payable Number	Vendor Number	Vendor Name	E-Payable Date	E-Payable Amount
20160	1390	JIM BURKE FORD	Dec 30, 2020	$217.66
20161	15694	JIMS TOWING INC	Dec 30, 2020	$609.00
20162	4581	KERN ELECTRIC DISTRIBUTORS	Dec 30, 2020	$1,572.22
20163	4680	KERN RIVER POWER EQUIPMENT INC	Dec 30, 2020	$671.58
20164	24086	MAR-CO EQUIPMENT CORP	Dec 30, 2020	$1,447.23
20165	453	MUNICIPAL MAINTENANCE EQUIP INC	Dec 30, 2020	$1,101.28
20166	14700	SOUTH COAST EMERGENCY VEHICLE SERV.	Dec 30, 2020	$4,962.68
20167	7685	STINSON STATIONERS	Dec 30, 2020	$1,082.06
20168	26538	ARAMARK UNIFORM & CAREER APPAREL	Jan 7, 2021	$4,216.91
20169	576	B & B SURPLUS	Jan 7, 2021	$330.97
20170	611	B S & E COMPANY INC	Jan 7, 2021	$38.31
20171	13424	BARNES WELDING SUPPLY	Jan 7, 2021	$285.47
20172	1163	BLUEPRINT SERVICE CO	Jan 7, 2021	$273.35
20173	18753	BRIDGEPORT TRUCK MANUFACTURING	Jan 7, 2021	$907.34
20174	5147	COASTLINE EQUIPMENT	Jan 7, 2021	$5,218.19
20175	2162	CONSOLIDATED ELECTRICAL DIST INC	Jan 7, 2021	$4,402.33
20176	22973	ENNIS-FLINT, INC	Jan 7, 2021	$31,939.16
20177	27459	EVOQUA WATER TECHNOLOGIES	Jan 7, 2021	$11,079.39
20178	2874	FERGUSON ENTERPRISES INC	Jan 7, 2021	$2,660.88
20179	30589	FRUIT GROWERS LABORATORY INC	Jan 7, 2021	$2,596.00
20180	3593	HALL LETTER SHOP	Jan 7, 2021	$2,180.93
20181	4171	JERRY & KEITHS INC	Jan 7, 2021	$15,506.19
20182	4277	KME FIRE APPARATUS	Jan 7, 2021	$79.11
20183	24086	MAR-CO EQUIPMENT CORP	Jan 7, 2021	$2,629.06
20184	6550	QUAD KNOPF INC	Jan 7, 2021	$4,052.80
20185	7685	STINSON STATIONERS	Jan 7, 2021	$6,450.10
20186	7728	SULLY & SON HYDRAULICS INC	Jan 7, 2021	$2,068.81
20187	15868	TEL TEC SECURITY SYSTEM INC	Jan 7, 2021	$55.00
20188	96	TYACK TIRES INC	Jan 7, 2021	$235.51
20189	13646	UNITED ROTARY BRUSH CORPORATION	Jan 7, 2021	$5,668.05
20190	21212	WHITE CAP CONSTRUCTION SUPPLY	Jan 7, 2021	$1,299.51
20191	9010	WILLIAMS CLEANING SYSTEMS INC	Jan 7, 2021	$139.69
				275,515.91
				17,180,601.97

ADMINISTRATIVE REPORT

MEETING DATE: 1/20/2021	Consent – Ordinances c.

TO: Honorable Mayor and City Council

FROM: Christopher Boyle, Development Service Director

DATE: 10/27/2020

WARD:

SUBJECT: First reading of an ordinance amending Title 17 of the Bakersfield Municipal Code related to parking space requirements within the Central District, Old Town Kern, and other mixed-use areas. Notice of Exemption on file.

STAFF RECOMMENDATION:

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

BACKGROUND:

On June 10, 2020, Councilmember Gonzales made a referral to the Planning and Development Committee for staff to review a fifty percent parking reduction for residential uses within the Central District (downtown) and other mixed use areas.

On September 22, 2020, the Planning and Development Committee was presented information on the ability to accommodate parking reductions for residential development projects within the Central District, Old Town Kern, and other mixed-use areas. Following staff's presentation, public comments, and follow-on discussion, the Committee directed City staff to prepare an ordinance update to the parking requirements for residential projects to address tandem parking, guest parking, and reductions based on density of development.

On November 5, 2020, the Planning Commission was presented the first draft of the updated ordinance. At the request of the Commission, consideration of the ordinance was continued to December 3, 2020, at which time the Commission directed City staff to bring the draft updated ordinance to City Council.

ANALYSIS:

Downtown Parking History. Parking in the downtown area, or lack thereof, was first addressed in 1990. At that time, the ordinance was amended to allow a parking reduction for specific uses. Following a request in 2008 to include additional uses, specifically retail, the ordinance was amended to add Section 17.58.120. This Section was further amended in 2013 and again in 2019 to the current language.

Parking Policy for Residential. Parking policy has historically assumed that residential units require onsite parking spaces. In Bakersfield, residents have typically owned their own vehicle(s) and do not rely solely on public transportation and ride sharing services. Therefore, parking for multiple family dwellings including condominiums is currently calculated at: One (1) parking space per unit for efficiency, studio, and 1-bedroom units, plus ten percent for guest parking on parcels containing five or more dwellings; and two (2) parking spaces per unit for 2-bedroom or more units, plus ten percent guest parking on parcels containing five or more dwelling.

Existing Parking Relief. When City staff reviews development projects, the minimum number of off-street parking spaces are determined by land use (Section 17.58.110). However, to encourage infill and investment, the downtown area is offered relief through the following:

- *50% Parking Reduction (Businesses and Mixed Use Residential)* - Allows reduction of up to 50% of the normally required number of parking spaces for projects which include a mixed-use residential and retail/office commercial component, where the design and development function as an integrated unit (Section 17.58.120).

- *Use of Public Parking Facility (Businesses)* - Whenever the Planning Director determines that sufficient spaces are available in a public parking facility within 1,000 feet of a new business, the Director may accept a contract for such spaces in satisfaction of the off-street parking requirements (Section 17.58.070.B.5).

- *Waive/Reduce Parking (Restaurants)* - Whenever the Planning Director determines that any restaurant with less than 3,000 square feet of gross floor area serves primarily those that may be conducting other business within the Central District or properties zoned C-B or C-C, the Director may waive all or any portion of the parking requirements (Section 17.58.110.E.13).

- *Waive/Reduce Parking (Night Clubs)* - Whenever the Planning Director determines that any night club with less than 3,000 square feet of gross floor area is open after 3:00 pm within the Central District or properties zoned C-B or C-C, the Director may waive all or any portion of the parking requirements (Section 17.58.110.E.14).

- *Off-Street Parking (Residential)* - Required off-street parking for [all other dwellings] shall be located on the same lot as the dwelling served or within a walking distance of 500 feet. Such parking shall be easily recognized for that project. Required off-street parking spaces for projects designed for senior citizens or the handicapped shall be on site. Walking distance shall mean the distance from the front door of the building to the nearest point of the off-street parking facility (Section 17.58.070.B.2).

- *Off-Street Parking (Businesses)* - Required off-street parking spaces for all uses other than dwellings shall be located on the same lot as the use served or within a walking distance of 1,000 feet. Walking distance shall mean the distance from the main customer door of the building to the nearest point of the off-street parking facility (Section 17.58.070.B.3).

Furthermore, to encourage infill and investment city-wide, to include the downtown area,

additional relief is offered through the following:

- *25% Parking Reduction (Residential)* - Allows reduction of up to 25% of the normally required number of parking spaces for moderate, low, and very low income projects with 5 or more units and being recorded as such by declaration or covenant that runs with the land. Moderate, low and very low income is defined as being at or below 120% of the median income of Kern County as established by the state of California (Section 17.58.110.E.3 and 4).

- *Dwelling Designed for Senior Citizens (55 Years and Over)* - Allows parking at 1 space per unit (Section 17.58.110.E.5).

- *Dwelling Designed for Senior Citizens (62 Years and Over)* - Allows parking at 1 space per every 2 units (Section 17.58.110.E.5).

- *Up to 100% Parking Reduction (All Uses)* - Automobile parking space requirements on private property can be reduced up to 100% through the zoning modification process. This is a discretionary action that allows consideration on a case-by-case basis, in addition for considering public support and/or opposition to the request (Section 17.64.020.A).

Comparable City Review. City staff researched how the list of ten comparable cities calculate parking in their respective downtown area for multi-family development. In summary, 2 cities have more intense parking requirements, 5 cities are similar to Bakersfield, and 3 cities have less restrictive parking requirements for multi-family development in downtown areas. Fresno has the least restrictive with a 50% reduction. The full list is presented in the "Ten Comparable City" attachment. It is important to note that certain factors dictate how a jurisdiction determines parking calculations, or a reduction in parking. This includes the availability of parking garages, surface parking lots, and on-street parking that is available for public use.

PLANNING COMMISSION:

As noted above, the Planning Commission initially considered the draft ordinance on November 5, 2020, but continued the discussion to December 3, 2020. No one spoke in favor or opposition to the request.

During deliberations, Commissioner Cater stated the draft ordinance was not consistent with the Councilmember's referral to provide a 50% reduction for all residential development in the downtown area. Additionally, it was not consistent with Planning and Development Committee direction to further explore density requirements for a 50% reduction. Commissioner Cater suggested merging language from the draft ordinance provided to Planning and Development Committee and draft ordinance provided to the Planning Commission. Specifically: (1) on-site guest parking shall not be required; (2) tandem parking will be permitted for each unit containing 2 or more bedrooms; (3) allow 25% parking reduction for residential development at a density of 30 – 49 dwelling units/acre in the downtown area only; and (4) allow 50% parking reduction for residential development at a density of 50 dwelling units/acre and above in the downtown area only.

Following additional Commission deliberations, to include discussing existing parking relief options (i.e., zoning modification), Commissioner Cater made a motion to recommend City

Council approve the draft ordinance as recommended by the Planning and Development Committee. The motion was seconded by Commissioner Bell and unanimously approved.

MUNICIPAL CODE AMENDMENTS:

The proposed ordinances amendments would allow for the following supplemental off-street parking standards within the Central District, Old Town Kern, C-B (Central Business Zone) district, and C-C (Commercial Center Zone) district (see Draft Ordinance for complete list of changes):

- For mixed use combined residential and retail/office commercial projects, off-street parking may be reduced by up to 50%; the greater the balance of residential to commercial/office space, the greater the reduction.

- For exclusively multiple family residential development projects: (1) on-site guest parking shall not be required; (2) tandem parking will be permitted for each unit containing 2 or more bedrooms; and (3) development at a density of 50 dwelling units per net acre and above only require one parking space per dwelling unit.

- Any change of use of an existing building in the "Central District" shall not be subject to additional off-street parking requirements, provided there is no expansion of the square footage of the building.

CONCLUSION:

Pending Planning Efforts. The comprehensive General Plan update the City is undertaking will address multiple components associated with downtown parking and include City Council's goal for increasing residential density in downtown area. A robust analysis will be conducted for land use related policies for the downtown area, including parking, and will allow the City the opportunity to balance policy elements that achieve these goals.

Recommendation. City staff and the Planning Commission recommend the ordinance amendments to Title 17 of the Bakersfield Municipal Code within Chapter 17.58 relating to parking space requirements within the Central District, Old Town Kern, and other mixed-use areas.

ATTACHMENTS:

	Description	Type
	Draft Ordinance	Ordinance
	10 Comparable City	Backup Material
	Planning & Development Committee Report - September 22, 2020	Backup Material
	Planning Commission Report - December 3, 2020	Backup Material

REDLINE

ORDINANCE NO. _____

ORDINANCE AMENDING SECTIONS 17.58.100, 17.58.110, AND 17.58.120 OF THE BAKERSFIELD MUNICIPAL CODE RELATING TO PARKING SPACE REQUIREMENTS WITHIN THE "CENTRAL DISTRICT," "OLD TOWN KERN," AND OTHER MIXED-USE AREAS.

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

SECTION 1.

Section 17.58.100 of the Bakersfield Municipal Code is hereby amended to read as follows:

17.58.100 On-street parking credit.

Along local streets only and where on-street parking is permitted, on-street parking credit will be given along the street frontage of the project site as follows:

A. On-street parking credits will be allowed for all nonresidential uses.

B. For residential uses, only fifty percent of the guest parking that is required by this code will qualify for on-street parking credit**, unless otherwise provided by this chapter**.

C. On-street parking for disabled persons that is required by Section 15.58.050(C) shall not be credited unless the space is authorized by the building director in accordance with Title 24 of the aforementioned section, and is approved by the traffic engineer.

D. Parallel spaces will be credited at one space per twenty-two feet and angled spaces will be credited at one space per fourteen feet of uninterrupted curb along the parcel or site frontage minus driveways, fire hydrant breaks, and other space not permitted for parking by the traffic engineer.

E. On-street parking credits may be permitted along collector streets at the discretion of the traffic engineer. However, his or her approval will consider such issues that include, but are not limited to, traffic safety, circulation patterns, speed limits, traffic volume, future improvements, and other traffic planning considerations where on-street parking may need to be limited or prohibited.

F. If on-street parking along a street is restricted or prohibited in the future by the city, the use or building will not be required to make up the lost spaces on site and will be deemed legal nonconforming subject to the provisions of Section 17.58.040(C).

SECTION 2.

Section 17.58.110 of the Bakersfield Municipal Code is hereby amended to read as follows:

17.58.110 Parking space requirements by land use.

A. The minimum number of off-street parking spaces shall be provided and maintained for the following specified uses or facilities identified in the table in subsection E of this section. The number of off-street parking spaces shall not exceed one hundred fifty percent of the minimum requirement (limit does not apply to residential uses).

B. Tandem parking will not be counted toward the requirement for legal off-street parking, except one tandem parking space will be permitted for a single-family dwelling, and for each unit of a multiple-family dwelling that contains four units or less on a site that is not part of a multiple-family subdivision project**, unless otherwise provided by this chapter**.

C. Motorcycle parking that is provided and clearly identified for such use may be counted as part of the total number of parking spaces required for a nonresidential use or building. However, this credit shall not exceed twenty-five spaces or five percent of the total parking required, whichever is less.

D. For uses not listed in the parking space requirements table, parking will be determined by the planning director based on the listed use(s) that most closely resembles the proposed use.

E. Parking space requirements by land use table: *(no changes to table)*

SECTION 3.

Section 17.58.120 of the Bakersfield Municipal Code is hereby amended to read as follows:

17.58.120 Parking space requirements within the "C~~c~~entral D~~d~~istrict," "Old Town Kern," and other mixed-use areas.

The following supplemental off-street parking standards shall be applicable within the "Central District" as defined in Chapter 17.04 of this code, "Old Town Kern" as defined in Chapter 10.08 of this code, C-B zone district, or C-C zone district: ~~for a mixed-use residential and retail/office commercial project where the design and development function as an integrated unit as approved by the advisory agency, may be reduced by up to fifty percent of the minimum requirement assessed under Section 17.58.110. The number of off-street parking spaces shall not exceed~~

~~one hundred fifty percent of the minimum requirement (limit does not apply to residential uses). Any change of use at an existing building in the "central district" shall not be subject to additional off-street parking requirements set forth in this chapter, provided the applicant establishes, to the satisfaction of the planning director, that the change of use does not require an expansion of building size.~~

A. Mixed Use Development Parking Incentives. For a mixed use combined residential and retail/office commercial project where the design and development function as an integrated unit, the following incentives shall apply:

1. Off-street parking may be reduced by up to fifty percent (50%) of the minimum requirement assessed under Section 17.58.110.

2. The amount of reduction shall be scaled to the degree the design and development function as an integrated unit. The greater the balance of residential to commercial/office space, the greater the reduction.

3. The exact amount of reduction shall be determined by the planning director on a case by case basis. The decision of the planning director may be appealed to the planning commission.

4. Where the applicable project requires planning commission approval, the exact amount of reduction shall be determined by the planning commission. Any decision of the planning commission may be appealed to the city council.

B. Multiple Family Residential Development Parking Incentives. For exclusively multiple family residential development projects, the following incentives shall apply:

1. On-site guest parking shall not be required.

2. Tandem parking will be permitted for each unit containing 2 or more bedrooms.

3. Development at a density of 50 dwelling units per net acre and above, only one parking space per unit is required regardless of the number of bedrooms.

C. Any change of use of an existing building in the "Central District" shall not be subject to additional off-street parking requirements set forth in this chapter, provided there is no expansion of the square footage of the building.

D. If not specifically addressed within these supplemental standards, the parking and loading standards of Chapter 17.58 shall apply.

SECTION 4.

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

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

AYES:	COUNCILMEMBER:	ARIAS, GONZALES, WEIR, SMITH, FREEMAN, GRAY, PARLIER
NOES:	COUNCILMEMBER:	_____
ABSTAIN:	COUNCILMEMBER:	_____
ABSENT:	COUNCILMEMBER:	_____

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

APPROVED:

By: _____
KAREN GOH
Mayor

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
VIRIDIANA GALLARDO-KING
Deputy City Attorney

Ten Comparable Cities

Table 1. Downtown Multi-Family Parking Requirements				
City	**Residential Type**	**Required Spaces**	**Tandem Parking**	**Guest Parking**
Ontario	1 bedroom	1.75 per unit	The number cannot exceed 12% of the total number of spaces	
	2 or more bedrooms	2 per unit		
Riverside	1 bedroom	1.5 per unit	Allowed	
	2 or more bedrooms	2 per unit		
Bakersfield	1 bedroom	1 per unit	Not Allowed	10% guest space for projects with 5 or more units
	2 or more bedrooms	2 per unit		
Modesto	1 bedroom	1 per unit	Allowed	1 guest space per 4 units for projects with 5 or more units
	2 or more bedrooms	2 per unit		
San Bernardino	1 bedroom	1 per unit		
	2 or more bedrooms	2 per unit		
Glendale	1 bedroom	1 per unit		1 guest space per 10 units for projects with 10 or more units
	2 bedrooms	2 per unit		
Fremont	1 bedroom	1 per unit	Allowed	
	2 or more bedrooms	2 per unit		
Oxnard	1 bedroom	1 per unit	Allowed at the discretion of the Review Authority	
	2 or more bedrooms	2 per unit		
Pasadena	649 square feet or less	1 per unit	The number cannot exceed 30% of the total number of spaces	1 guest space per 10 units for projects with 10 or more units
	650 square feet or more	1.5 per unit		
Stockton	1 bedroom	1 per unit		
	2 or more bedrooms	1 per unit		
Fresno	1 bedroom	0.5 per unit	The number cannot exceed 50% of the total number of spaces	
	2 or more bedrooms	0.5 per unit		

BAKERSFIELD
THE SOUND OF Something Better

MEMORANDUM

September 22, 2020

TO: **PLANNING AND DEVELOPMENT COMMITTEE**
Bruce Freeman, Chair
Bob Smith
Willie Rivera

FROM: Paul Johnson, Planning Director
THRU: Christopher Boyle, Development Services Director

SUBJECT: **Parking Reduction for Residential Uses within the Central District and other Mixed-Use Areas**

This report is in response to a referral from Councilman Gonzales at the June 10, 2020 City Council directing staff to review a 50% parking reduction for residential uses within the Central District (Downtown) and other mixed-use areas (Section 17.58.120).

BACKGROUND

Parking in the downtown area, or lack thereof, was first addressed in 1990. At that time, the ordinance was amended to allow a parking reduction for specific uses. Following a request in 2008 to include additional uses (retail), the ordinance was amended to add Section 17.58.120. This Section was further amended in 2013 and again in 2019 to the current language. Currently, the section reads as follows:

> **Section 17.58.120 - Parking space requirements within the "central district" and other mixed-use areas**
> Off-street parking within the "central district" as defined in Chapter 17.04 of this code, "Old Town Kern" as defined in Chapter 10.08 of this code, C-B zone district, or C-C zone district for a mixed-use residential and retail/office commercial project where the design and development function as an integrated unit as approved by the advisory agency, may be reduced by up to fifty percent of the minimum requirement assessed under Section 17.58.110. The number of off-street parking spaces shall not exceed one hundred fifty percent of the minimum requirement (limit does not apply to residential uses). Any change of use at an existing building in the "central district" shall not be subject to additional off-street parking requirements set forth in this chapter, provided the applicant establishes, to the satisfaction of the planning director, that the change of use does not require an expansion of building size.

ANALYSIS

<u>Project Review Process</u>
Citywide, all new development projects are reviewed by Planning Division Staff through two primary methods:

1. **Tenant Improvements (TI).** TIs are exempt from Site Plan Review; therefore, parking is not reviewed. TIs are defined as interior improvements which do not involve changes to intensity of use, nor include the enlargement of space or modification of development standards, zoning regulations or policies.

   Example: *A property owner proposes to convert a building from a hotel/motel into an apartment complex. Both uses are "permitted" by right in the C-C (Central Center) zone and similar in intensity; therefore, no review of parking.*

2. **Site Plan Review (SPR).** Defined as any change in the actual use of land or improvements thereon, including, but not limited to construction of improvements which require a building permit, enlargement, or reconstruction; may be consolidated with other discretionary approvals such as conditional use permits. Site Plan Reviews include determining if sufficient parking spaces are available.

   Example: *A property owner proposes demolishing a restaurant and constructing a new apartment complex. Both uses are "permitted" by right in the C-C (Central Center) zone. Because this project includes a change in land use and new construction, it is subject to Site Plan Review and the project will need to show adequate parking for the apartment complex.*

<u>Downtown Parking Reductions</u>

When conducting a Site Plan Review, the minimum number of off-street parking spaces are determined by land use (Section 17.58.110). However, to encourage infill and investment, the Downtown area is offered relief through the following:

1. **50% Parking Reduction (Businesses and Mixed Use Residential).** Allows reduction of up to 50% of the normally required number of parking spaces for projects within C-B or C-C zones and which include a mixed-use residential and retail/office commercial component, where the design and development function as an integrated unit (Section 17.58.120).

2. **Use of Public Parking Facility (Businesses).** Whenever the Planning Director determines that sufficient spaces are available in a public parking facility within 1,000 feet of a new business, he/she may accept a contract for such spaces in satisfaction of the off-street parking requirements (Section 17.58.070.B.5).

3. **Waive/Reduce Parking (Restaurants).** Whenever the Planning Director determines that any restaurant with less than 3,000 square feet of gross floor area serves primarily those that may be conducting other business within the "central district" or properties zoned C-B or C-C, he/she may waive all or any portion of the parking requirements (Section 17.58.110.E.13).

4. **Waive/Reduce Parking (Night Clubs).** Whenever the Planning Director determines that any night club with less than 3,000 square feet of gross floor area is open after 3:00 pm within the "central district" or properties zoned C-B or C-C, he/she may waive all or any portion of the parking requirements (Section 17.58.110.E.14).

5. **Off-Street Parking (Residential).** Required off-street parking for [all other dwellings] shall be located on the same lot as the dwelling served or within a walking distance of 500 feet. Such parking shall be easily recognized for that project. Required off-street parking spaces for projects designed for senior citizens or the handicapped shall be on site. Walking distance shall mean the distance from the front or main customer door of the building to the nearest point of the off-street parking facility (Section 17.58.070.B.2).

6. **Off-Street Parking (Businesses).** Required off-street parking spaces for all uses other than dwellings shall be located on the same lot as the use served or within a walking distance of 1,000 feet. Walking distance shall

mean the distance from the front or main customer door of the building to the nearest point of the off-street parking facility (Section 17.58.070.B.3).

CONSIDERATIONS

Pending Planning Efforts
The pending General Plan Update will address multiple components associated with Downtown Parking and will include the Council Goal for increasing residential density in Downtown. Robust analysis will be conducted for land use related policies for the Downtown area, including parking, and will allow the City to take a comprehensive approach to balancing policy elements that achieve these goals.

Parking Garage
The City Parking garage, located on the western portion of the downtown area, contains over 500 spaces. As of June, 2018 approximately half are leased on a monthly basis. This leaves approximately 250 parking spaces available for use in the Downtown Parking Reductions noted above. To allow for greater parking flexibility, City Council could consider long term planning for a new parking garage on the eastern portion of the downtown area.

Parking Policy for Commercial
Existing policy reflects that Downtown commercial uses typically require less parking because patrons are more likely to use street parking and walk to various businesses. Existing regulations are intentionally lenient and crafted to facilitate new business, mixed-use, and re-use of buildings. Studies have found there are currently a sufficient number of parking spaces available to facilitate these "Downtown Parking Reduction" options; however, it is worth noting that adjusting parking policies to reduce requirements for residential units may eventually impact the total number of Downtown street spaces available for businesses. Staff anticipates that this may be less problematic during weekdays if residents work outside the Downtown area, but policies could be through the General Plan update for addressing business impacts that could occur during the weekend when residents are home.
Parking Policy for Residential
Parking policy has historically assumed that residential units require onsite parking spaces. In Bakersfield, Downtown residents have typically owned their own vehicle(s) and do not rely solely on public transportation and ride sharing services. Local residents also generally do not support walking great distances from where their vehicles are parked to where they reside for various reasons (e.g., children, groceries, darkness etc.). Parking for multi-family dwellings/condominiums is currently calculated at: (a) 1 space per unit for efficiency, studio, and 1-bedroom, plus 10% for guest parking on parcels containing 5 or more units; and (b) 2 spaces per unit for 2 or more bedroom, plus 10% for guest parking on parcels containing 5 or more units.

Using the scenario of a developer constructing a new fifty (50) 1-bedroom complex, there is a current requirement of 55 parking spaces including guest parking. Reducing the residential parking requirement by 50% assumes that 22 tenants would not need dedicated parking. While achieving greater residential density downtown is likely dependent on a lower use of personal vehicles, it is worth noting that many urban services are not yet in place that would allow residents to rely less on personal vehicles. This is another issue that warrants further analysis through the General Plan Update for policies and practices that accommodate lower dependence on personal vehicles.

RECOMMENDATION

Staff has prepared a revised Section 17.58.120 specific to parking in the Central District and Old Town Kern areas

which addresses a specific code section that has had multiple interpretations. The draft ordinance maintains the ability to accommodate parking reductions for commercial and mixed-use developments consistent with the policy goals previously established, and also provides clarify for scaled reductions for residential uses. This scaled approach balances Council policy goals and planning practices in a way that encourages density, while mitigating potential adverse impacts of parking availability downtown. Council has also expressed a desire to maximize the residential potential of the Central District and Old Town Kern and the proposed ordinance is consistent with those stated goals.

In addition, staff recommends that downtown parking policy be addressed more broadly through the upcoming General Plan Update process. Any significant change to parking standards for the downtown is best addressed through this comprehensive approach, and this will likely result in different policy elements than are currently in place or proposed.

NEXT STEPS

Provide staff direction on amending Section 17.58.120.

ATTACHMENTS

Draft Ordinance

REDLINE

ORDINANCE NO. _____

ORDINANCE AMENDING SECTION 17.58.120 OF THE BAKERSFIELD MUNICIPAL CODE RELATING TO PARKING SPACE REQUIREMENTS WITHIN THE "CENTRAL DISTRICT" AND OTHER MIXED-USE AREAS.

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

SECTION 1.

Section 17.58.120 of the Bakersfield Municipal Code is hereby amended to read as follows:

17.58.120 Parking space requirements within the "C~~c~~entral D~~d~~istrict," "Old Town Kern" and other mixed-use areas.

The following supplemental off-street parking standards shall be applicable within the "Central District" as defined in Chapter 17.04 of this code, "Old Town Kern" as defined in Chapter 10.08 of this code, C-B zone district, or C-C zone district: ~~for a mixed-use residential and retail/office commercial project where the design and development function as an integrated unit as approved by the advisory agency, may be reduced by up to fifty percent of the minimum requirement assessed under Section 17.58.110. The number of off-street parking spaces shall not exceed one hundred fifty percent of the minimum requirement (limit does not apply to residential uses). Any change of use at an existing building in the "central district" shall not be subject to additional off-street parking requirements set forth in this chapter, provided the applicant establishes, to the satisfaction of the planning director, that the change of use does not require an expansion of building size.~~

A. Mixed Use Development Parking Incentives. For a mixed use combined residential and retail/office commercial project where the design and development function as an integrated unit, the following incentives shall apply:

1. Off-street parking may be reduced by up to fifty percent of the minimum requirement assessed under Section 17.58.110.

2. The amount of reduction shall be scaled to the degree the design and development function as an integrated unit. The greater the balance of residential to commercial/office space, the greater the reduction.

3. The exact amount of reduction shall be determined by the planning director on a case by case basis. The decision of the planning director may be appealed to the planning commission.

4. Where the applicable project requires planning commission approval, the exact amount of reduction shall be determined by the planning commission. Any decision of the planning commission may be appealed to the city council.

B. Residential Development Parking Incentives. For exclusively residential development projects, the following incentives shall apply:

1. For residential development at a density of 30 – 50 du/ac. – twenty-five percent (25%) reduction.

2. For residential development at a density of 45 du/ac. and above – fifty percent (50%) reduction.

C. Any change of use of an existing building in the "central district" shall not be subject to additional off-street parking requirements set forth in this chapter, provided there is no expansion of the square footage of the building.

D. If not specifically addressed within these supplemental standards, the parking and loading standards of Chapter 17.58 shall apply.

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

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

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

_____

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

APPROVED:

By: _____
KAREN GOH
Mayor

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
VIRIDIANA GALLARDO-KING
Deputy City Attorney

BAKERSFIELD
THE SOUND OF Something Better

CITY OF BAKERSFIELD
PLANNING DIVISION
STAFF REPORT

TO: Chair Koman and Members of the Planning Commission AGENDA ITEM: 5.e

FROM: Paul Johnson, Planning Director APPROVED: PJ

DATE: November 5, 2020

SUBJECT: **TEXT AMENDMENTS TO THE BAKERSFIELD MUNICIPAL CODE BY AMENDING SECTIONS 17.58.100, 17.58.110, AND 17.58.120 RELATED TO PARKING REQUIREMENTS IN THE CENTRAL DISTRICT, OLD TOWN KERN, AND OTHER MIXED-USE AREAS (ALL WARDS)**

RECOMMENDATION:

Adopt Resolution **APPROVING** ordinance amendments and recommend same to City Council.

BACKGROUND:

On June 10, 2020, Councilmember Gonzales made a referral to the Planning and Development Committee for City staff to review a fifty percent parking reduction for residential uses within the Central District (downtown) and other mixed use areas.

On September 22, 2020, the Planning and Development Committee was presented information on the ability to accommodate parking reductions for residential development projects within the Central District, Old Town Kern, and other mixed-use areas. Following staff's presentation, public comments, and follow-on discussion, the Committee directed City staff to prepare an ordinance update to the parking requirements for residential projects by addressing tandem parking, guest parking, and reductions based on density of development.

ANALYSIS:

History

Parking in the downtown area, or lack thereof, was first addressed in 1990. At that time, the ordinance was amended to allow a parking reduction for specific uses. Following a request in 2008 to include additional uses, specifically retail, the ordinance was amended to add Section 17.58.120. This Section was further amended in 2013 and again in 2019 to the current language:

> ***Section 17.58.120 - Parking space requirements within the "central district" and other mixed-use areas.*** *Off-street parking within the "central district" as defined in Chapter 17.04 of this code, "Old Town Kern" as defined in Chapter 10.08 of this code, C-B zone district, or C-C zone district for a mixed-use residential and retail/office commercial project where the design and development function as an integrated unit as approved by the advisory agency, may be reduced by up to fifty percent of the minimum requirement assessed under Section 17.58.110. The number of off-street parking spaces shall not exceed one hundred fifty percent of the minimum requirement (limit does not apply to residential uses). Any change of use at an existing building in the "central district" shall not be subject to additional off-street parking requirements set forth in this chapter, provided the applicant establishes, to the satisfaction of the planning director, that the change of use does not require an expansion of building size.*

Purpose of Parking and Loading Standards

The stated purpose of the Municipal Code regulations for parking and loading standards is to:

1. Allow flexibility in addressing vehicle parking, loading, and access issues.

2. Encourage infill and investment into the Central District.

3. Ensure that off-street parking, loading, and access demands associated with new development will be met without adversely affecting other nearby land uses and surrounding neighborhoods.

4. Assist in encouraging mixed-use and pedestrian friendly settings throughout the city.

5. Reduce vehicle trip lengths by encouraging mixed use, infill, and transit sensitive uses using shared parking standards as an incentive.

6. Reduce the amount of parking area within the urban setting to help reduce the heat island affect.

Project Review Process

Citywide, new development projects are reviewed by Planning Division Staff through two primary methods:

1. **Tenant Improvements (TI).** TIs are defined as improvements which do not involve a change to intensity of use, nor include the enlargement of space or modification of development standards, zoning regulations, policies, etc. TIs are exempt from Site Plan Review; therefore, parking is not reviewed.

   Example: A property owner proposes to convert a building from a hotel/motel into an apartment complex in the C-C (Central Center Zone) district. Both uses are "permitted" by right and similar in intensity; therefore, no review of parking.

2. **Site Plan Review (SPR).** SPRs are defined as a change in the actual use of land or improvements thereon, including but not limited to construction which requires a building permit, enlargement, reconstruction, etc. SPRs are often consolidated with other discretionary approvals such as conditional use permits (CUP) and planned commercial development (PCD). SPRs include determining if sufficient parking spaces are available.

   Example: A property owner proposes demolishing a restaurant and constructing a new apartment complex in the C-C (Central Center Zone) district. Both uses are "permitted" by right, but because the project includes a change in land use and new construction, it is subject to SPR. Therefore, the project will need to demonstrate adequate parking for the apartment complex.

Downtown Parking Reductions

When conducting review of development projects, the minimum number of parking space requirements are determined by land use (Section 17.58.110). However, to encourage infill and investment in the downtown area, the following relief is offered:

1. **Fifty Percent Parking Reduction (Mixed-Use).** Allows reduction of up to fifty percent of the normally required number of parking spaces for projects which include a mixed-use residential and retail/office commercial component, where the design and development function as an integrated unit (Section 17.58.120).

2. **Use of Public Parking Facility (Businesses).** Whenever the Planning Director determines that sufficient spaces are available in a public parking facility within 1,000 feet of a new business, he/she may accept a contract for such spaces in satisfaction of the off-street parking requirements (Section 17.58.070.B.5).

3. **Waive/Reduce Parking (Restaurants).** Whenever the Planning Director determines that any restaurant with less than 3,000 square feet of gross floor area serves primarily those that may be conducting other business within the Central District or properties zoned C-B or C-C, he/she may waive all or any portion of the parking requirements (Section 17.58.110.E.13).

4. **Waive/Reduce Parking (Night Clubs).** Whenever the Planning Director determines that any night club with less than 3,000 square feet of gross floor area is open after 3:00 pm within the Central District or properties zoned C-B or C-C, he/she may waive all or any portion of the parking requirements (Section 17.58.110.E.14).

5. **Off-Street Parking (Residential).** Required off-street parking for [all other dwellings] shall be located on the same lot as the dwelling served or within a walking distance of 500 feet. Such parking shall be easily recognized for that project. Required off-street parking spaces for projects designed for senior citizens or the handicapped shall be on site. Walking distance shall mean the distance from the front door of the building to the nearest point of the off-street parking facility (Section 17.58.070.B.2).

6. **Off-Street Parking (Businesses).** Required off-street parking spaces for all uses other than dwellings shall be located on the same lot as the use served or within a walking distance of 1,000 feet. Such parking shall be easily recognized for that project. Walking distance shall mean the distance from the main customer door of the building to the nearest point of the off-street parking facility (Section 17.58.070.B.3).

<u>Pending Planning Efforts</u>
The comprehensive General Plan update will address multiple components associated with downtown parking and include City Council's goal for increasing residential density in downtown area. Robust analysis will be conducted for land use related policies for the downtown area, including parking, and will allow the City the opportunity to balance policy elements that achieve these goals.

<u>Parking Garage</u>
The City parking garage, located on the western portion of the downtown area, contains over 500 spaces. As of June, 2018 approximately half are leased on a monthly basis. This leaves approximately 250 parking spaces available for use in the "Downtown Parking Reductions" noted above. To allow for greater parking flexibility, City Council could consider long term planning for a new parking garage on the eastern portion of the downtown area. This could be accomplished with the General Plan update, or sooner if directed.

<u>Parking Policy for Commercial</u>
Existing policy reflects that downtown commercial uses typically require less parking because patrons are more likely to use street parking and walk to various businesses. Existing regulations are intentionally lenient and crafted to facilitate new business, mixed-use, and re-use of buildings. The 2018 Downtown Bakersfield Parking Study found there is currently a sufficient number of parking spaces available to facilitate these "Downtown Parking Reduction" options; however, it is worth noting that adjusting parking policies to reduce requirements for residential units may eventually impact the total number of downtown street spaces available for businesses. Staff anticipates that this may be less problematic during weekdays if residents work outside the downtown area. During the General Plan update, policies could be established for addressing business impacts that could occur during the weekend when residents are home.

Parking Policy for Residential

Parking policy has historically assumed that residential units require onsite parking spaces. In Bakersfield, downtown residents have typically owned their own vehicle(s) and do not rely solely on public transportation and ride sharing services. Local residents also generally do not support walking great distances from where their vehicles are parked to where they reside for various reasons (e.g., children, groceries, darkness, etc.). Parking for multiple family dwellings including condominiums is currently calculated at: (a) one parking space per unit for efficiency, studio, and 1-bedroom units, plus ten percent for guest parking on parcels containing five or more dwellings; and (b) two parking spaces per unit for 2-bedroom or more units, plus ten percent guest parking on parcels containing five or more dwelling.

Using the scenario of a developer constructing a new fifty 1-bedroom complex, there is a current requirement of 55 parking spaces including 5 guest parking. Arbitrarily reducing the residential parking requirement by fifty percent assumes that 22 tenants would not need dedicated parking. While achieving greater residential density downtown is a City Council goal, it is likely dependent on a lower use of personal vehicles. It is worth noting that many urban services are not yet in place in the downtown area that would allow residents to rely less on personal vehicles. During the General Plan update, policies could be established requiring practices that accommodate lower dependence on personal vehicles.

MUNICIPAL CODE AMENDMENTS:

In response to the Council direction, the proposed Municipal Code amendments would allow for the following supplemental off-street parking standards within the Central District, Old Town Kern, C-B (Central Business Zone) district, and C-C (Commercial Center Zone) district. See Draft Ordinance for complete list of changes.

- For mixed use combined residential and retail/office commercial projects, off-street parking may be reduced by up to fifty percent; the greater the balance of residential to commercial/office space, the greater the reduction.

- For exclusively multiple family residential development projects: (1) on-site guest parking shall not be required; (2) tandem parking will be permitted for each unit containing two or more bedrooms; and (3) development at a density of fifty dwelling units per net acre and above only require one parking space per dwelling unit.

- Any change of use of an existing building in the “Central District” shall not be subject to additional off-street parking requirements, provided there is no expansion of the square footage of the building.

Staff notes there has been five new multiple family dwelling projects proposed for the downtown area since 2013. Of these projects, three exceed 50 dwelling units per acre, one contains 49 dwelling units per acre, and one contains 33 dwelling units per acre.

ENVIRONMENTAL REVIEW AND DETERMINATION:

This project has been found to be exempt from the provisions of the California Environmental Quality Act (CEQA] and the City of Bakersfield's CEQA Implementation Procedures. Under CEQA Section 15306 (*Information Collection*) Class 6 projects consist of basic data collection, research, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource. These may be strictly for information gathering purposes, or as part of a study leading to an action which a public agency has not yet approved, adopted, or funded.

PUBLIC NOTIFICATION:

Notice of public hearing before the Planning Commission of the City of Bakersfield for the project was advertised in the newspaper and posted on the bulletin board of the Bakersfield City Development Services/Planning Division. As of this writing, no written comments have been received.

CONCLUSION:

Based on the foregoing, staff concludes the recommended ordinance amendments to Title 17 of the Bakersfield Municipal Code within Chapter 17.58 relating to parking space requirements within the Central District, Old Town Kern, and other mixed-use areas are appropriate and consistent with Council direction.

ATTACHMENTS:

Draft Resolution

RESOLUTION NO. _____

RESOLUTION OF THE BAKERSFIELD PLANNING COMMISSION RECOMMENDING THAT THE CITY COUNCIL APPROVE TEXT AMENDMENTS TO THE BAKERSFIELD MUNICIPAL CODE BY AMENDING SECTIONS 17.58.100, 17.58.110, AND 17.58.120 RELATED TO PARKING REQUIREMENTS IN THE CENTRAL DISTRICT, OLD TOWN KERN, AND OTHER MIXED-USE AREAS.

WHEREAS, the City of Bakersfield initiated text amendments to the Bakersfield Municipal Code by amending Sections 17.58.100, 17.58.110, and 17.58.120 related to parking requirements in the Central District, Old Town Kern, and other mixed-use areas (the Project); and

WHEREAS, the Secretary of the Planning Commission, did set Thursday, November 5, 2020, at 5:30 p.m. in the Council Chambers, City Hall South, 1501 Truxtun Avenue, Bakersfield, California, as the time and place for consideration; and

WHEREAS, the Project has been found to be exempt from the requirements of the California Environmental Quality Act (CEQA) in accordance with CEQA Section 15306 (Information Collection) which consists of basic data collection, research, and resource evaluation activities that does not result in a serious or major disturbance to an environmental resource (e.g., information gathering purposes, or as part of a study leading to an action which a public agency has not yet approved, adopted, or funded); and

WHEREAS, the laws and regulations relating to CEQA and the City of Bakersfield's CEQA Implementation Procedures have been duly followed by city staff and the Planning Commission; and

WHEREAS, the City of Bakersfield Planning Division (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 and evidence received at the above referenced public hearing support the following findings:

1. All required public notices have been given. Advertisement of the hearing notice regarding the Project was published in the *Bakersfield Californian*, a local newspaper of general circulation.

2. The provisions of the California Environmental Quality Act (CEQA) have been followed.

3. Pursuant to State CEQA Guidelines Section 15306, this request is exempt from the requirements of CEQA because it is for information collection.

4. The text amendments are necessary and desirable as the proper use of the City's zoning authority for the protection of the general health, safety, welfare of the community.

5. The text amendments are consistent with the goals, objectives and policies of the Metropolitan Bakersfield General Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF BAKERSFIELD as follows:

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

2. The ordinance amendments as shown in Exhibit A and incorporated herein, is hereby recommended for adoption by the City Council.

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I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the Planning Commission of the City of Bakersfield at a regular meeting thereof held on the 5th day of November 2020, on a motion by Commissioner _____ and seconded by Commissioner _____, by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED

_____
LARRY KOMAN, CHAIR
City of Bakersfield Planning Commission

Exhibits:
A - Draft Ordinance

REDLINE

ORDINANCE NO. _____

ORDINANCE AMENDING SECTIONS 17.58.100, 17.58.110, AND 17.58.120 OF THE BAKERSFIELD MUNICIPAL CODE RELATING TO PARKING SPACE REQUIREMENTS WITHIN THE "CENTRAL DISTRICT," "OLD TOWN KERN," AND OTHER MIXED-USE AREAS.

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

SECTION 1.

Section 17.58.100 of the Bakersfield Municipal Code is hereby amended to read as follows:

17.58.100 On-street parking credit.

Along local streets only and where on-street parking is permitted, on-street parking credit will be given along the street frontage of the project site as follows:

A. On-street parking credits will be allowed for all nonresidential uses.

B. For residential uses, only fifty percent of the guest parking that is required by this code will qualify for on-street parking credit**, unless otherwise provided by this chapter**.

C. On-street parking for disabled persons that is required by Section 15.58.050(C) shall not be credited unless the space is authorized by the building director in accordance with Title 24 of the aforementioned section, and is approved by the traffic engineer.

D. Parallel spaces will be credited at one space per twenty-two feet and angled spaces will be credited at one space per fourteen feet of uninterrupted curb along the parcel or site frontage minus driveways, fire hydrant breaks, and other space not permitted for parking by the traffic engineer.

E. On-street parking credits may be permitted along collector streets at the discretion of the traffic engineer. However, his or her approval will consider such issues that include, but are not limited to, traffic safety, circulation patterns, speed limits, traffic volume, future improvements, and other traffic planning considerations where on-street parking may need to be limited or prohibited.

F. If on-street parking along a street is restricted or prohibited in the future by the city, the use or building will not be required to make up the lost spaces on site and will be deemed legal nonconforming subject to the provisions of Section 17.58.040(C).

SECTION 2.

Section 17.58.110 of the Bakersfield Municipal Code is hereby amended to read as follows:

17.58.110 Parking space requirements by land use.

A. The minimum number of off-street parking spaces shall be provided and maintained for the following specified uses or facilities identified in the table in subsection E of this section. The number of off-street parking spaces shall not exceed one hundred fifty percent of the minimum requirement (limit does not apply to residential uses).

B. Tandem parking will not be counted toward the requirement for legal off-street parking, except one tandem parking space will be permitted for a single-family dwelling, and for each unit of a multiple-family dwelling that contains four units or less on a site that is not part of a multiple-family subdivision project**, unless otherwise provided by this chapter**.

C. Motorcycle parking that is provided and clearly identified for such use may be counted as part of the total number of parking spaces required for a nonresidential use or building. However, this credit shall not exceed twenty-five spaces or five percent of the total parking required, whichever is less.

D. For uses not listed in the parking space requirements table, parking will be determined by the planning director based on the listed use(s) that most closely resembles the proposed use.

E. Parking space requirements by land use table: *(no changes to table)*

SECTION 3.

Section 17.58.120 of the Bakersfield Municipal Code is hereby amended to read as follows:

17.58.120 Parking space requirements within the "C~~c~~entral D~~d~~istrict," "Old Town Kern," and other mixed-use areas.

The following supplemental off-street parking standards shall be applicable within the "Central District" as defined in Chapter 17.04 of this code, "Old Town Kern" as defined in Chapter 10.08 of this code, C-B zone district, or C-C zone district: ~~for a mixed-use residential and retail/office commercial project where the design and development function as an integrated unit as approved by the advisory agency, may be reduced by up to fifty percent of the minimum requirement assessed under Section 17.58.110. The number of off-street parking spaces shall not exceed~~

~~one hundred fifty percent of the minimum requirement (limit does not apply to residential uses). Any change of use at an existing building in the "central district" shall not be subject to additional off-street parking requirements set forth in this chapter, provided the applicant establishes, to the satisfaction of the planning director, that the change of use does not require an expansion of building size.~~

A. Mixed Use Development Parking Incentives. For a mixed use combined residential and retail/office commercial project where the design and development function as an integrated unit, the following incentives shall apply:

1. Off-street parking may be reduced by up to fifty percent (50%) of the minimum requirement assessed under Section 17.58.110.

2. The amount of reduction shall be scaled to the degree the design and development function as an integrated unit. The greater the balance of residential to commercial/office space, the greater the reduction.

3. The exact amount of reduction shall be determined by the planning director on a case by case basis. The decision of the planning director may be appealed to the planning commission.

4. Where the applicable project requires planning commission approval, the exact amount of reduction shall be determined by the planning commission. Any decision of the planning commission may be appealed to the city council.

B. Multiple Family Residential Development Parking Incentives. For exclusively multiple family residential development projects, the following incentives shall apply:

1. On-site guest parking shall not be required.

2. Tandem parking will be permitted for each unit containing 2 or more bedrooms.

3. Development at a density of 50 dwelling units per net acre and above, only one parking space per unit is required regardless of the number of bedrooms.

C. Any change of use of an existing building in the "Central District" shall not be subject to additional off-street parking requirements set forth in this chapter, provided there is no expansion of the square footage of the building.

D. If not specifically addressed within these supplemental standards, the parking and loading standards of Chapter 17.58 shall apply.

SECTION 4.

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

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

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

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

APPROVED:

By: _____
KAREN GOH
Mayor

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
VIRIDIANA GALLARDO-KING
Deputy City Attorney

ADMINISTRATIVE REPORT

MEETING DATE: 1/20/2021	Consent – Ordinances d.

TO: Honorable Mayor and City Council

FROM: Christopher Boyle, Development Services Director

DATE: 12/7/2020

WARD:

SUBJECT: First reading of an ordinance amending Title 17 of the Bakersfield Municipal Code related to procedures for reasonable accommodation in the City's land use and zoning regulations pursuant to State of California Department of Housing and Community Development guidelines and requirements and fair housing laws. Notice of Exemption on file.

STAFF RECOMMENDATION:

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

BACKGROUND:

On September 9, 2020, Councilmember Rivera made a referral to the Planning and Development Committee for City staff to prepare a reasonable accommodation ordinance in order to comply with state law. The referral request was made at the direction of the City Attorney.

On November 17, 2020, the Planning and Development Committee was presented information on the reasonable accommodation ordinance. The Committee directed staff to schedule the ordinance amendment for public hearing with the Planning Commission. A copy of the Committee report is attached for the Planning Commission's consideration.

On December 17, 2020, the Planning Commission was presented the first draft of the updated ordinance.

Analysis. In 2001, Senate Bill 520 ("SB 520") was signed into law requiring municipalities adopt a reasonable accommodation ordinance. SB 520 specifically require[s] the housing element of a general plan to promote housing opportunities for persons with disabilities and to identify adequate sites for housing for persons with disabilities, as specified, thereby creating a state-mandated local program by imposing new duties on local agencies. SB 520 amended Sections 65008 and 65583 of the Government Code, relating to housing. Section 65008 prohibits cities from discriminating against persons with disabilities (among other protected classes) in residential housing development or emergency shelters. Section 65583 requires a city's housing element to address and, when appropriate and legally possible, remove

governmental and nongovernmental constraints to the maintenance, improvement, and development of housing, including housing for all income levels and housing for persons with disabilities.

It is important to understand that a reasonable accommodation ordinance does not override or negate other components of a city's ordinance, including components of the zoning ordinance specific to the establishment of housing of various types within the various zone districts. The ordinance simply establishes a formal procedure for a person with a disability to request a reasonable accommodation, as required by federal and state law. Every comparable city already has adopted ordinance in place.

A full analysis is provided in the attached Planning Commission staff report.

CONCLUSION:
City staff and the Planning Commission recommend the amendments to Title 17 of the Bakersfield Municipal Code by adding Chapter 17.73 related to a reasonable accommodation ordinance.

ATTACHMENTS:

	Description	Type
	Ordinance	Ordinance
	Planning & Development Committee Report - November 17, 2020	Backup Material
	Planning Commission Report - December 17, 2020	Backup Material

ORDINANCE NO. _____

ORDINANCE ADDING CHAPTER 17.73 TO THE BAKERSFIELD MUNICIPAL CODE TO PROVIDE A PROCEDURE FOR REASONABLE ACCOMMODATION IN THE CITY'S LAND USE AND ZONING REGULATIONS PURSUANT TO STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT GUIDELINES AND REQUIREMENTS AND FAIR HOUSING LAWS.

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

SECTION 1.

Chapter 17.73 of the Bakersfield Municipal Code is hereby added to read as follows:

Chapter 17.73
REASONABLE ACCOMMODATION

17.73.010 Purpose.

A. The purpose of this Chapter is to provide a procedure for individuals with disabilities to request reasonable accommodation in seeking equal access to housing under the Federal Fair Housing Act and the California Fair Employment and Housing Act (hereafter "Acts") in the application of zoning laws and other land use regulations, policies, and procedures.

17.73.020 Applicability.

A. A request for reasonable accommodation may be made by any person with a disability or their representative, when the application of a requirement of this zoning code or other City requirement, policy, or practice acts as a barrier to fair housing opportunities. For the purposes of this chapter, a "person with a disability" is any person who has a physical or mental impairment that limits or substantially limits one or more major life activities, anyone who is regarded as having such impairment or anyone who has a record of such impairment. This chapter is intended to apply to those persons who are defined as disabled under the Acts.

B. A request for reasonable accommodation may include a modification or exception to the rules, standards, and practices for the siting, development, and use of housing or housing-related facilities that would eliminate regulatory barriers and provide a person with a disability equal opportunity to housing of their choice.

C. A reasonable accommodation is granted only to the household that needs the accommodation and does not apply to successors in interest to the site.

D. A reasonable accommodation may be granted in compliance with this Chapter without the need for the approval of a variance.

17.73.030 Procedures.

A. A request for reasonable accommodation shall be submitted on an application form provided by the Development Services Department or in the form of a letter to the Development Services Director, and shall contain the following information:

1. The applicant's name, address, and telephone number;

2. Address of the property for which the request is being made;

3. The current use of the property;

4. The basis for the claim that the individual is considered disabled under the Acts, including verification of such claim;

5. The zoning code provision, regulation, or policy from which reasonable accommodation is being requested; and

6. Why the reasonable accommodation is necessary to make the specific property accessible to the individual.

B. If the project for which the request for reasonable accommodation is being made requires some other discretionary approval (including use permit, design review, etc.), then the applicant shall file the information required by subsection A of this section for concurrent review with the application for discretionary approval.

C. A request for reasonable accommodation shall be reviewed by the Development Services Director. If no approval is sought other than the request for reasonable accommodation, the Director shall make a written determination within 45 days of the application being deemed complete and either grant, grant with modifications, or deny a request for reasonable accommodation.

D. A request for reasonable accommodation submitted for concurrent review with another discretionary land use application shall be reviewed by the Planning Commission. The written determination on whether to grant or deny the request for reasonable accommodation shall be made by the Planning Commission in compliance with the applicable review procedure for the discretionary review.

17.73.040 Approval Findings.

A. The written decision to grant or deny a request for reasonable accommodation will be consistent with the Acts and shall be based on consideration of the following factors:

1. Whether the housing in the request will be used by a person with a disability under the Acts;

2. Whether the request for reasonable accommodation is necessary to make specific housing available to a person with a disability under the Acts;

3. Whether the requested reasonable accommodation would impose an undue financial, administrative or enforcement burden on the City;

4. Whether the requested reasonable accommodation would require a fundamental alteration in the nature of a City program or law, including but not limited to land use and zoning;

5. Potential impact on surrounding uses;

6. Physical attributes of the property and structures; and

7. Other reasonable accommodations that may provide an equivalent level of benefit.

17.73.050 Conditions of Approval

A. In granting a request for reasonable accommodation, the Development Services Director or his/her designee, or the Planning Commission as the case might be, may impose any conditions of approval deemed reasonable and necessary to ensure that the reasonable accommodation would comply with the findings. The conditions shall also state whether the accommodation granted shall be removed in the event that the person for whom the accommodation was requested no longer resides on the site.

17.73.060 Appeals.

A. Any person dissatisfied with any action of the Development Services Director pertaining to this Chapter may appeal to the Planning Commission within 10 days after written notice of the Director's decision is sent to the applicant by filing a written notice of appeal with the City Clerk and shall specify the reasons for the appeal and the grounds asserted for relief.

B. Any person dissatisfied with any action of the Planning Commission pertaining to this Chapter may appeal to the City Council within 10 days after the rendition of the decision of the Planning Commission by filing a written notice of appeal with the City Clerk and shall specify the reasons for the appeal and the grounds asserted for relief. If any request for a reasonable accommodation is disapproved by the Planning Commission and no appeal is filed, such action by the Planning Commission shall be final and conclusive.

C. The City Council shall, by resolution, adopt and from time to time amend a fee for the filing of appeals. Such fee shall be for the sole purpose of defraying costs incurred for the administration of appeals. The fee for an appeal shall be paid at the time of and with the filing of an appeal. No appeal shall be deemed valid unless the prescribed fee has been paid.

D. If an appeal is not filed within the time or in the manner prescribed in this section, the right to review of the action against which the appeal is made shall be deemed to have been waived.

E. After filing an appeal, the City Council shall conduct a public hearing for the purpose of determining whether the appeal of the decision of the Planning Commission should be granted or denied. Written notice of the time, date and place of hearing shall be given to the appellant, and to any other persons who have filed a written request for notice. Such notices shall be mailed to the appellant and to any other persons who have filed a written request for notice at least ten days prior to the hearing. Any hearing may be continued from time to time. A decision of the City Council shall be final and conclusive.

SECTION 2.

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

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

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

AYES:	COUNCILMEMBER:	ARIAS, GONZALES, WEIR, SMITH, FREEMAN, GRAY, PARLIER
NOES:	COUNCILMEMBER:	_____
ABSTAIN:	COUNCILMEMBER:	_____
ABSENT:	COUNCILMEMBER:	_____

_____

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

APPROVED:

By: _____
KAREN GOH
Mayor

APPROVED AS TO FORM:

VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA H. RUDNICK
Deputy City Attorney

BAKERSFIELD
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Staff:
Jacqui Kitchen, Assistant City Manager

Committee Members:
Councilmember, Bruce Freeman – Chair
Councilmember, Bob Smith
Councilmember, Willie Rivera

Regular Meeting of the
Planning and Development Committee
of the City Council – City of Bakersfield

Tuesday, November 17, 2020
12:00 p.m.

City Hall North – Conference Room A
1600 Truxtun Avenue, Bakersfield CA 93301

A G E N D A

1. **ROLL CALL**

2. **ADOPT SEPTEMBER 22, 2020 AGENDA SUMMARY REPORT**

3. **PUBLIC STATEMENTS**

4. **NEW BUSINESS**

   A. Committee Discussion and Recommendations Regarding Reasonable Accommodation Ordinance – Boyle/Kitchen

   B. Committee Discussion and Recommendations Regarding Vacant Building Ordinance – Boyle/Kitchen

5. **COMMITTEE COMMENTS**

6. **ADJOURNMENT**

SPECIAL NOTICE
Public Participation and Accessibility
November 17, 2020 Planning and Development Committee

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 Committee members or the public in light of the COVID-19 pandemic.

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

1. The meeting scheduled for **November 17, 2020, at 12:00 p.m**. will have limited public access.
2. Consistent with the Executive Order, Committee members may elect to attend the meeting telephonically and to participate in the meeting to the same extent as if they were physically present.
3. The public may participate in each meeting and address the Committee 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 5:00 p.m. Monday, the day before the Committee 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 5:00 p.m. Monday, the day before the Committee meeting.**
    - Alternatively, you may comment by calling **(661) 326-3100** and leaving a voicemail of no more than 3 minutes no later than **5:00 p.m. Monday, the day before the Committee meeting.** Your message must clearly indicate whether your comment relates to a particular agenda item, or is a general public comment. If your comment meets the foregoing criteria, it will be transcribed as accurately as possible.
    - If you wish to make a comment on a specific agenda item as it is being heard, please email your written comment to the City Clerk at City_Clerk@bakersfieldcity.us. All comments received during the meeting **may not be read, but will be provided to the Committee and included** as part of the permanent public record of the meeting.

BAKERSFIELD

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MEMORANDUM

November 17, 2020

TO: **PLANNING AND DEVELOPMENT COMMITTEE**
Bruce Freeman, Chair
Bob Smith
Willie Rivera

FROM: Christopher Boyle, Development Services Director

SUBJECT: **Adoption of a Reasonable Accommodation Ordinance**

This report is in response to a referral from Councilman Rivera at the September 9, 2020 City Council directing staff to prepare a reasonable accommodation ordinance in order to be compliant with state law. The referral request was made at the direction of the City Attorney.

BACKGROUND

State law SB520 (2001) requires that municipalities adopt a reasonable accommodation ordinance. The bill specifically require[s] the housing element of a general plan to promote housing opportunities for persons with disabilities and to identify adequate sites for housing for persons with disabilities, as specified, thereby creating a state-mandated local program by imposing new duties on local agencies. SB520 (the Bill) amended Sections 65008 and 65583 of the Government Code, relating to housing. Section 65008 prohibits cities from discriminating against persons with disabilities (among other protected classes) in residential housing development or emergency shelters. Section 65583(c)(3) requires the City's housing element to address and, when appropriate and legally possible, remove governmental and nongovernmental constraints to the maintenance, improvement, and development of housing, including housing for all income levels and housing for persons with disabilities.

None of the City's zone districts include any restriction against individuals with disabilities. The proposed ordinance creates a zoning procedure for handling requests for reasonable accommodation made pursuant to the fair housing laws, satisfying the Bill's requirement for a program that "shall remove constraints to, and provide reasonable accommodations for housing designed for, intended for occupancy by, or with supportive services for, persons with disabilities."

The City's 2015 – 2023 Housing Element states that the City will adopt an ordinance establishing a procedure or policy for reasonable accommodation as required by state law.

ANALYSIS

The need for a reasonable accommodation ordinance is identified on page 15 of the 2015-2023 Housing Element, which states that it will ensure that the City complies with the provisions of SB520, by regularly monitoring the city's ordinances, codes, policies, and procedures to ensure that they comply with "reasonable accommodation" provisions, and that the City will adopt an ordinance establishing a procedure or policy for reasonable accommodation, as required by state law. Page 115 set a deadline of December 2016 to accomplish that goal.

The housing element must take steps to remove constraints and provide "reasonable accommodations" for housing for persons with disabilities. A reasonable accommodation ordinance creates a zoning procedure for handling requests for reasonable accommodation made pursuant to the fair housing laws, and has been used by cities and encouraged by the California Department of Housing and Community Development (HCD) to meet the fair housing mandates since 2001.

It is important to understand that a reasonable accommodation ordinance does not override or negate other components of the City's ordinance, including the various components of the zoning ordinance specific to the establishment of housing of various types within the various zone districts of the City. The proposed ordinance simply establishes a formal procedure for a person with a disability to request a reasonable accommodation, as required by federal and state law. Every comparable city already has adopted ordinance in place.

Adding the ordinance would help protect the city from a potential housing element lawsuit that alleges that the city is not implementing its housing element and violating fair housing laws, including the federal requirement for the city to affirmatively further fair housing in its laws and programs. Although there is no pending litigation against the City on this topic, HCD has certain enforcement powers and could de-certify the City's housing element if the City were found not in substantial compliance with the provisions specifically required by Housing Element Law. With the City beginning an update to its General Plan, including the Housing Element, an effort to begin to address compliance with housing law is important to achieve (even incrementally) moving forward.

RECOMMENDATION

Forward the attached ordinance to Planning Commission for consideration.

NEXT STEPS

Provide staff direction on adding Chapter 17.73 – Reasonable Accommodation to the City's ordinance. The Committee may:

1. Option #1 – Provide specific direction for the alteration of the draft ordinance, to be returned to the Committee for further dialogue and deliberation.
2. Option #2 – Provide specific direction for the alteration of the draft ordinance in advance of scheduling the item for public hearing with the Planning Commission.
3. Option #3 – Direct staff to schedule the item for public hearing with the Planning Commission.

ATTACHMENTS

Draft Ordinance

ORDINANCE NO. _____

ORDINANCE ADDING CHAPTER 17.73 TO THE BAKERSFIELD MUNICIPAL CODE, PROVIDING A PROCEDURE FOR REASONABLE ACCOMODATION IN THE CITY'S LAND USE AND ZONING REGULATIONS PURSUANT TO STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT GUIDELINES AND REQUIREMENTS AND FAIR HOUSING LAWS.

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

SECTION 1.

Chapter 17.73 of the Bakersfield Municipal Code is hereby added to read as follows:

Chapter 17.73
REASONABLE ACCOMMODATION

17.73.010 Purpose.

A. The purpose of this Chapter is to provide a procedure for individuals with disabilities to request reasonable accommodation in seeking equal access to housing under the Federal Fair Housing Act and the California Fair Employment and Housing Act (hereafter "Acts") in the application of zoning laws and other land use regulations, policies, and procedures.

17.73.020 Applicability.

A. A request for reasonable accommodation may be made by any person with a disability or their representative, when the application of a requirement of this zoning code or other City requirement, policy, or practice acts as a barrier to fair housing opportunities. For the purposes of this chapter, a "person with a disability" is any person who has a physical or mental impairment that limits or substantially limits one or more major life activities, anyone who is regarded as having such impairment or anyone who has a record of such impairment. This chapter is intended to apply to those persons who are defined as disabled under the Acts.

B. A request for reasonable accommodation may include a modification or exception to the rules, standards, and practices for the siting, development, and use of housing or housing-related facilities that would eliminate regulatory barriers and provide a person with a disability equal opportunity to housing of their choice.

DRAFT

C. A reasonable accommodation is granted only to the household that needs the accommodation and does not apply to successors in interest to the site.

D. A reasonable accommodation may be granted in compliance with this Chapter without the need for the approval of a variance.

17.73.030 Procedures.

A. A request for reasonable accommodation shall be submitted on an application form provided by the Development Services Department or in the form of a letter to the Development Services Director, and shall contain the following information:

1. The applicant's name, address, and telephone number;

2. Address of the property for which the request is being made;

3. The current use of the property;

4. The basis for the claim that the individual is considered disabled under the Acts, including verification of such claim;

5. The zoning code provision, regulation, or policy from which reasonable accommodation is being requested; and

6. Why the reasonable accommodation is necessary to make the specific property accessible to the individual.

B. If the project for which the request for reasonable accommodation is being made requires some other discretionary approval (including use permit, design review, etc.), then the applicant shall file the information required by subsection A of this section for concurrent review with the application for discretionary approval.

C. A request for reasonable accommodation shall be reviewed by the Development Services Director. If no approval is sought other than the request for reasonable accommodation, the Director shall make a written determination within 45 days of the application being deemed complete and either grant, grant with modifications, or deny a request for reasonable accommodation.

D. A request for reasonable accommodation submitted for concurrent review with another discretionary land use application shall be reviewed by the Planning Commission. The written determination on whether to grant or deny the request for reasonable accommodation shall be made by the Planning Commission in compliance with the applicable review procedure for the discretionary review.

DRAFT

17.73.040 Approval Findings.

A. The written decision to grant or deny a request for reasonable accommodation will be consistent with the Acts and shall be based on consideration of the following factors:

1. Whether the housing in the request will be used by a person with a disability under the Acts;

2. Whether the request for reasonable accommodation is necessary to make specific housing available to a person with a disability under the Acts;

3. Whether the requested reasonable accommodation would impose an undue financial, administrative or enforcement burden on the City;

4. Whether the requested reasonable accommodation would require a fundamental alteration in the nature of a City program or law, including but not limited to land use and zoning;

5. Potential impact on surrounding uses;

6. Physical attributes of the property and structures; and

7. Other reasonable accommodations that may provide an equivalent level of benefit.

17.73.050 Conditions of Approval

A. In granting a request for reasonable accommodation, the Development Services Director or his/her designee, or the Planning Commission as the case might be, may impose any conditions of approval deemed reasonable and necessary to ensure that the reasonable accommodation would comply with the findings. The conditions shall also state whether the accommodation granted shall be removed in the event that the person for whom the accommodation was requested no longer resides on the site.

17.73.060 Appeals.

A. Any person dissatisfied with any action of the Development Services Director pertaining to this Chapter may appeal to the Planning Commission within 10 days after written notice of the Director's decision is sent to the applicant by filing a written notice of appeal with the City Clerk and shall specify the reasons for the appeal and the grounds asserted for relief.

DRAFT

B. Any person dissatisfied with any action of the Planning Commission pertaining to this Chapter may appeal to the City Council within 10 days after the rendition of the decision of the Planning Commission by filing a written notice of appeal with the City Clerk and shall specify the reasons for the appeal and the grounds asserted for relief. If any request for a reasonable accommodation is disapproved by the Planning Commission and no appeal is filed, such action by the Planning Commission shall be final and conclusive.

C. The City Council shall, by resolution, adopt and from time to time amend a fee for the filing of appeals. Such fee shall be for the sole purpose of defraying costs incurred for the administration of appeals. The fee for an appeal shall be paid at the time of and with the filing of an appeal. No appeal shall be deemed valid unless the prescribed fee has been paid.

D. If an appeal is not filed within the time or in the manner prescribed in this section, the right to review of the action against which the appeal is made shall be deemed to have been waived.

E. After filing an appeal, the City Council shall conduct a public hearing for the purpose of determining whether the appeal of the decision of the Planning Commission should be granted or denied. Written notice of the time, date and place of hearing shall be given to the appellant, and to any other persons who have filed a written request for notice. Such notices shall be mailed to the appellant and to any other persons who have filed a written request for notice at least ten days prior to the hearing. Any hearing may be continued from time to time. A decision of the City Council shall be final and conclusive.

SECTION 2.

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

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DRAFT

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

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

_____

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

APPROVED:

By: _____
KAREN GOH
Mayor

APPROVED AS TO FORM:

VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA H. RUDNICK
Deputy City Attorney

DRAFT

JHR/vlg

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BAKERSFIELD
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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 17, 2020

SUBJECT: **TEXT AMENDMENTS TO THE BAKERSFIELD MUNICIPAL CODE BY ADDING CHAPTER 17.73 TO PROVIDE A PROCEDURE FOR REASONABLE ACCOMMODATION IN THE CITY'S LAND USE AND ZONING REGULATIONS PURSUANT TO STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT GUIDELINES AND REQUIREMENTS AND FAIR HOUSING LAWS (ALL WARDS)**

RECOMMENDATION:

Adopt Resolution **APPROVING** ordinance amendments and recommend same to City Council.

BACKGROUND:

On September 9, 2020, Councilmember Rivera made a referral to the Planning and Development Committee for City staff to prepare a reasonable accommodation ordinance in order to comply with state law. The referral request was made at the direction of the City Attorney.

On November 17, 2020, the Planning and Development Committee was presented information on the reasonable accommodation ordinance. The Committee directed staff to schedule the ordinance amendment for public hearing with the Planning Commission. A copy of the Committee report is attached for the Planning Commission's consideration

ANALYSIS:

In 2001, Senate Bill 520 ("SB 520") was signed into law requiring municipalities adopt a reasonable accommodation ordinance. SB 520 specifically require[s] the housing element of a general plan to promote housing opportunities for persons with disabilities and to identify adequate sites for housing for persons with disabilities, as specified, thereby creating a state-mandated local program by imposing new duties on local agencies. SB 520 amended Sections 65008 and 65583 of the Government Code, relating to housing. Section 65008 prohibits cities from discriminating against persons with disabilities (among other protected classes) in residential housing development or emergency shelters. Section 65583 requires a city's housing element to address and, when appropriate and legally possible, remove governmental and nongovernmental constraints to the maintenance, improvement, and development of housing, including housing for all income levels and housing for persons with disabilities.

None of Bakersfield's zone districts include any restriction against individuals with disabilities. The proposed ordinance creates a zoning procedure for handling requests for reasonable accommodation made pursuant to the fair housing laws, satisfying SB 520's requirement for a program that "shall remove constraints to, and provide reasonable accommodations for housing designed for, intended for occupancy by, or with supportive services for, persons with disabilities."

The need for a reasonable accommodation ordinance is also identified on page 15 of the 2015-2023 Metropolitan Bakersfield General Plan Housing Element, which states that it will ensure the City complies with the provisions of SB 520 by regularly monitoring the City's ordinances, codes, policies, and procedures to ensure that they comply with "reasonable accommodation" provisions, and that the City will adopt an ordinance establishing a procedure or policy for reasonable accommodation, as required by state law. Page 115 set a deadline of December 2016 to accomplish that goal.

The housing element must take steps to remove constraints and provide reasonable accommodations for housing for persons with disabilities. A reasonable accommodation ordinance creates a zoning procedure for handling requests made pursuant to the fair housing laws, and has been used by cities and encouraged by the California Department of Housing and Community Development ("HCD") to meet the fair housing mandates since 2001.

It is important to understand that a reasonable accommodation ordinance does not override or negate other components of a city's ordinance, including components of the zoning ordinance specific to the establishment of housing of various types within the various zone districts. The ordinance simply establishes a formal procedure for a person with a disability to request a reasonable accommodation, as required by federal and state law. Every comparable city already has adopted ordinance in place.

Adding the ordinance helps protect Bakersfield from a potential lawsuit that alleges the City is not implementing its housing element and violating fair housing laws, including the federal requirement for the City to affirmatively further fair housing in its laws and programs. Although there is no pending litigation against the City on this topic, HCD has certain enforcement powers and could de-certify the City's housing element if found not in substantial compliance with the provisions specifically required by Housing Element Law. With the City beginning a comprehensive update to its General Plan, including the housing element, an effort to begin to address compliance with housing law is important to achieve, even incrementally, moving forward.

ENVIRONMENTAL REVIEW AND DETERMINATION:

This project has been found to be exempt from the provisions of the California Environmental Quality Act (CEQA] and the City of Bakersfield's CEQA Implementation Procedures. Under CEQA Section 15306 (*Information Collection*) Class 6 projects consist of basic data collection, research, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource. These may be strictly for information gathering purposes, or as part of a study leading to an action which a public agency has not yet approved, adopted, or funded.

PUBLIC NOTIFICATION:

Notice of public hearing before the Planning Commission of the City of Bakersfield for the project was advertised in the newspaper and posted on the bulletin board of the Bakersfield City Development Services/Planning Division. As of this writing, no written comments have been received.

CONCLUSION:

Based on the foregoing, staff concludes the recommended ordinance amendments to Title 17 of the Bakersfield Municipal Code by adding Chapter 17.73 are appropriate and consistent with Committee direction.

ATTACHMENTS:

Draft Resolution
Housing Element
Planning & Development Committee Items

RESOLUTION NO. _____

RESOLUTION OF THE BAKERSFIELD PLANNING COMMISSION RECOMMENDING THAT THE CITY COUNCIL APPROVE TEXT AMENDMENTS TO THE BAKERSFIELD MUNICIPAL CODE BY ADDING CHAPTER 17.73 TO PROVIDE A PROCEDURE FOR REASONABLE ACCOMMODATION IN THE CITY'S LAND USE AND ZONING REGULATIONS PURSUANT TO STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT GUIDELINES AND REQUIREMENTS AND FAIR HOUSING LAWS.

WHEREAS, the City of Bakersfield initiated text amendments to the Bakersfield Municipal Code by adding Chapter 17.73 to provide a procedure for reasonable accommodation in the City's land use and zoning regulations pursuant to State of California Department of Housing and Community Development guidelines and requirements and fair housing laws (the Project); and

WHEREAS, the Secretary of the Planning Commission, did set Thursday, December 17, 2020, at 5:30 p.m. in the Council Chambers, City Hall South, 1501 Truxtun Avenue, Bakersfield, California, as the time and place for consideration; and

WHEREAS, the Project has been found to be exempt from the requirements of the California Environmental Quality Act (CEQA) in accordance with CEQA Section 15306 (Information Collection) which consists of basic data collection, research, and resource evaluation activities that does not result in a serious or major disturbance to an environmental resource (e.g., information gathering purposes, or as part of a study leading to an action which a public agency has not yet approved, adopted, or funded); and

WHEREAS, the laws and regulations relating to CEQA and the City of Bakersfield's CEQA Implementation Procedures have been duly followed by city staff and the Planning Commission; and

WHEREAS, the City of Bakersfield Planning Division (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 and evidence received at the above referenced public hearing support the following findings:

1. All required public notices have been given. Advertisement of the hearing notice regarding the Project was published in the *Bakersfield Californian*, a local newspaper of general circulation.

2. The provisions of the California Environmental Quality Act (CEQA) have been followed.

3. Pursuant to State CEQA Guidelines Section 15306, this request is exempt from the requirements of CEQA because it is for information collection.

4. The text amendments are necessary and desirable as the proper use of the City's zoning authority for the protection of the general health, safety, welfare of the community.

5. The text amendments are consistent with the goals, objectives and policies of the Metropolitan Bakersfield General Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF BAKERSFIELD as follows:

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

2. The ordinance amendments as shown in Exhibit A and incorporated herein, is hereby recommended for adoption by the City Council.

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I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the Planning Commission of the City of Bakersfield at a regular meeting thereof held on the 17th day of December 2020, on a motion by Commissioner _____ and seconded by Commissioner _____, by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED

_____
LARRY KOMAN, CHAIR
City of Bakersfield Planning Commission

Exhibits:
Draft Ordinance

ORDINANCE NO. _____

ORDINANCE ADDING CHAPTER 17.73 TO THE BAKERSFIELD MUNICIPAL CODE TO PROVIDE A PROCEDURE FOR REASONABLE ACCOMMODATION IN THE CITY'S LAND USE AND ZONING REGULATIONS PURSUANT TO STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT GUIDELINES AND REQUIREMENTS AND FAIR HOUSING LAWS.

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

SECTION 1.

Chapter 17.73 of the Bakersfield Municipal Code is hereby added to read as follows:

Chapter 17.73
REASONABLE ACCOMMODATION

17.73.010 Purpose.

A. The purpose of this Chapter is to provide a procedure for individuals with disabilities to request reasonable accommodation in seeking equal access to housing under the Federal Fair Housing Act and the California Fair Employment and Housing Act (hereafter "Acts") in the application of zoning laws and other land use regulations, policies, and procedures.

17.73.020 Applicability.

A. A request for reasonable accommodation may be made by any person with a disability or their representative, when the application of a requirement of this zoning code or other City requirement, policy, or practice acts as a barrier to fair housing opportunities. For the purposes of this chapter, a "person with a disability" is any person who has a physical or mental impairment that limits or substantially limits one or more major life activities, anyone who is regarded as having such impairment or anyone who has a record of such impairment. This chapter is intended to apply to those persons who are defined as disabled under the Acts.

B. A request for reasonable accommodation may include a modification or exception to the rules, standards, and practices for the siting, development, and use of housing or housing-related facilities that would eliminate regulatory barriers and provide a person with a disability equal opportunity to housing of their choice.

C. A reasonable accommodation is granted only to the household that needs the accommodation and does not apply to successors in interest to the site.

D. A reasonable accommodation may be granted in compliance with this Chapter without the need for the approval of a variance.

17.73.030 Procedures.

A. A request for reasonable accommodation shall be submitted on an application form provided by the Development Services Department or in the form of a letter to the Development Services Director, and shall contain the following information:

1. The applicant's name, address, and telephone number;

2. Address of the property for which the request is being made;

3. The current use of the property;

4. The basis for the claim that the individual is considered disabled under the Acts, including verification of such claim;

5. The zoning code provision, regulation, or policy from which reasonable accommodation is being requested; and

6. Why the reasonable accommodation is necessary to make the specific property accessible to the individual.

B. If the project for which the request for reasonable accommodation is being made requires some other discretionary approval (including use permit, design review, etc.), then the applicant shall file the information required by subsection A of this section for concurrent review with the application for discretionary approval.

C. A request for reasonable accommodation shall be reviewed by the Development Services Director. If no approval is sought other than the request for reasonable accommodation, the Director shall make a written determination within 45 days of the application being deemed complete and either grant, grant with modifications, or deny a request for reasonable accommodation.

D. A request for reasonable accommodation submitted for concurrent review with another discretionary land use application shall be reviewed by the Planning Commission. The written determination on whether to grant or deny the request for reasonable accommodation shall be made by the Planning Commission in compliance with the applicable review procedure for the discretionary review.

17.73.040 Approval Findings.

A. The written decision to grant or deny a request for reasonable accommodation will be consistent with the Acts and shall be based on consideration of the following factors:

1. Whether the housing in the request will be used by a person with a disability under the Acts;

2. Whether the request for reasonable accommodation is necessary to make specific housing available to a person with a disability under the Acts;

3. Whether the requested reasonable accommodation would impose an undue financial, administrative or enforcement burden on the City;

4. Whether the requested reasonable accommodation would require a fundamental alteration in the nature of a City program or law, including but not limited to land use and zoning;

5. Potential impact on surrounding uses;

6. Physical attributes of the property and structures; and

7. Other reasonable accommodations that may provide an equivalent level of benefit.

17.73.050 Conditions of Approval

A. In granting a request for reasonable accommodation, the Development Services Director or his/her designee, or the Planning Commission as the case might be, may impose any conditions of approval deemed reasonable and necessary to ensure that the reasonable accommodation would comply with the findings. The conditions shall also state whether the accommodation granted shall be removed in the event that the person for whom the accommodation was requested no longer resides on the site.

17.73.060 Appeals.

A. Any person dissatisfied with any action of the Development Services Director pertaining to this Chapter may appeal to the Planning Commission within 10 days after written notice of the Director's decision is sent to the applicant by filing a written notice of appeal with the City Clerk and shall specify the reasons for the appeal and the grounds asserted for relief.

B. Any person dissatisfied with any action of the Planning Commission pertaining to this Chapter may appeal to the City Council within 10 days after the rendition of the decision of the Planning Commission by filing a written notice of appeal with the City Clerk and shall specify the reasons for the appeal and the grounds asserted for relief. If any request for a reasonable accommodation is disapproved by the Planning Commission and no appeal is filed, such action by the Planning Commission shall be final and conclusive.

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E. After filing an appeal, the City Council shall conduct a public hearing for the purpose of determining whether the appeal of the decision of the Planning Commission should be granted or denied. Written notice of the time, date and place of hearing shall be given to the appellant, and to any other persons who have filed a written request for notice. Such notices shall be mailed to the appellant and to any other persons who have filed a written request for notice at least ten days prior to the hearing. Any hearing may be continued from time to time. A decision of the City Council shall be final and conclusive.

SECTION 2.

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

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

AYES:	COUNCILMEMBER:	ARIAS, GONZALES, WEIR, SMITH, FREEMAN, GRAY, PARLIER
NOES:	COUNCILMEMBER:	_____
ABSTAIN:	COUNCILMEMBER:	_____
ABSENT:	COUNCILMEMBER:	_____

_____

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

APPROVED:

By: _____
KAREN GOH
Mayor

APPROVED AS TO FORM:

VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA H. RUDNICK
Deputy City Attorney

2015 - 2023

HOUSING ELEMENT

Adopted: January 20, 2016

Certified: February 16, 2016

Community Development Department

City of Bakersfield

1715 Chester Avenue, Bakersfield, CA 93301

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CITY OF BAKERSFIELD

HOUSING ELEMENT
OF THE
METROPOLITAN BAKERSFIELD GENERAL PLAN
2015 – 2023

Prepared under the direction of:

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SECTION 1.0 INTRODUCTION TO THE HOUSING ELEMENT

Recognizing the importance of providing adequate housing, the State has mandated a Housing Element within every General Plan since 1969. It is one of the seven elements required by the State of California to be included in the General Plan. Article 10.6, Section 65580 – 65589.8, Chapter 3 of Division 1 of Title 7 of the Government Code sets forth the legal requirements of the housing element and encourages the provision of affordable and decent housing in all communities to meet State-wide goals. Specifically, Section 65580 states the element shall consist of "*... an identification and analysis of existing and projected housing needs and a statement of goals, policies, quantified objectives, financial resources and scheduled programs for the preservation, improvement, and development of housing."*

The element must also contain an eight-year housing plan with quantified objectives for the implementation of the goals and policies of the Housing Element. The contents of the element must also be consistent with the other elements of the General Plan.

Meeting the housing needs established by the State of California is an important goal for the City of Bakersfield. As the population of the State continues to grow and resources and land more scarce, it becomes more difficult for local agencies to create adequate housing opportunities while maintaining a high standard of living for all citizens in the community. Local agencies must also be in line with the State's planning priorities of promoting infill development and equity, protecting environmental and agricultural resources, and encouragement of efficient development patterns.

The 2015-2023 Housing Element was created in compliance with State General Plan law pertaining to Housing Elements. The City of Bakersfield received a letter indicating full compliance from the California Department of Housing and Community Development (HCD) on February 16, 2016.

1.1 PURPOSE

The State of California has declared that "*The availability of housing is of vital statewide importance, and the early attainment of decent housing and a suitable living environment for every Californian, including farmworkers, is a priority of the highest order*" (Government Code Section 65580). In addition, government and the private sector should make an effort to provide a diversity of housing opportunity and accommodate regional housing needs through a cooperative effort, while maintaining a responsibility toward economic, environmental, social and community goals within the General Plan.

The State's housing goals are met by an assignment of board allocations of housing unit goals to regional government councils, which in turn allocate the housing unit goals to counties and cities. The document that allocates housing unit goals is referred to as the "Regional Housing Needs Assessment" (RHNA's). In Kern County, the regional government council responsible for the preparation of the RHNA is Kern Council of Governments (Kern COG).

The current Housing Element planning period for this cycle is December 31, 2015 to December 31, 2023. HCD determined Kern COG's regional housing need to be 67,675 for the 11-year projection period (January 1, 2013 – December 31, 2023).

The last projection period for the 2008-2013 Housing Element Update was January 1, 2006 to June 30, 2013.

Table 1, below, uses data from annual Housing Element reports, US Census estimates, and local Building Permit records to show the number of housing units constructed during the 2008-2013 Housing Element projection period. Table 1 demonstrates that the City of Bakersfield constructed 15,311 new housing units during the 2008-2013 Housing Element projection period; 56% of its RHNA goal. When combined with the high level of housing units constructed during the 2000 - 2007 planning period, Bakersfield achieved 101% of its RHNA. It is also noted that, in the 2000-2007 planning period, Bakersfield met 190% of its RHNA.

Table 1: RHNA Achievement Levels for Kern COG by City

	RHNA Goal	New Housing	Level of Achievement	Achievement with 2000-07 New Housing
Arvin	532	437	82%	130%
Bakersfield	27,252	15,311	56%	101%
California City	407	796	196%	134%
Delano	1,817	437	24%	60%
Maricopa	16	4	25%	16%
McFarland	775	286	37%	76%
Ridgecrest	379	439	116%	160%
Shafter	502	457	91%	84%
Taft	62	2	3%	34%
Tehachapi	454	321	71%	104%
Wasco	858	625	73%	108%
Unincorporated	8,586	4,837	56%	65%
Source: RHNA, annual HE reports, US Census estimates, Building permit records, CA DOF				

Further, State Housing Element law requires "*An assessment of housing needs and an inventory of resources and constraints relevant to the meeting of these needs*." The law requires:

- An analysis of population and employment trends
- An analysis of the City's fair share of the regional housing needs
- An analysis of households characteristics
- An inventory of suitable land for residential development
- An analysis of the governmental and non-governmental constraints on the improvement, maintenance and development of housing
- An analysis of special housing needs
- An analysis of opportunities for energy conservation

- An analysis of publicly-assisted housing developments that may convert to non-assisted housing developments

The purpose of these requirements is to develop an understanding of the existing and projected housing needs within the community and to set forth policies and programs which promote preservation, improvement and development of diverse types and costs of housing throughout Bakersfield.

1.2 ORGANIZATION

After the review of the previous Housing Element is discussed below in Section 1.5, Bakersfield's Housing Element is organized into three primary sections:

Summary of Existing Conditions: This section includes an inventory of existing housing stock and resources, housing cost and affordability, at-risk units/assisted housing, special housing needs, maintenance of neighborhood quality, suitable lands, and a section discussing constraints, efforts and opportunities.

Housing Needs, Issues/Trends: This section includes a discussion of State issues and policies, regional housing policies, and examines Bakersfield's housing needs and issues such as safety, discrimination, homelessness, and inadequate housing.

Housing Program: This section identifies housing goals, policies and creates programs that will identify funding and schedules for implementation that will maintain, improve, and enhance opportunities for development of all types of housing needs. In addition, a table of quantified objectives is provided.

1.3 RELATIONSHIP TO OTHER ELEMENTS

State Law requires that "...the general plan and elements and parts thereof comprise an integrated, internally consistent, and compatible statement of policies...." The purpose of requiring internal consistency is to avoid policy conflict and provide clear policy guidance for the future maintenance, improvement and development of housing within the City. This Housing Element is part of the comprehensive *Metropolitan Bakersfield General Plan*. All elements of the General Plan have been reviewed for consistency and the Housing Element was completed considering General Plan goals and policies.

Metropolitan Bakersfield General Plan policies consistent with Housing Element policies and programs include the following:

- Allow for the development of a variety of residential types and densities.
- Retain existing residential neighborhoods as designated on the Land Use Plan, and allow for the infill of residential land uses which are compatible with the scale and character of the surrounding neighborhood.
- 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.

- Permit the conversion of existing single family neighborhoods to higher densities in those areas in which (1) there are physical and economic conditions which warrant the replacement of existing units, (2) the uses are contiguous with other higher density uses, and (3) adequate infrastructure services are available and/or provided for by developers.
- Accommodate high and high-medium density residential adjacent to existing and planned commercial, multi-family and principal transportation corridors.
- Allow new multiple family residential infill at densities less than the minimum on lots ¼ acres or less where the surrounding area is substantially developed with urban uses, and the project incorporates architectural design elements, open space, landscaping, and setbacks similar with the existing neighborhood character.
- Preserve existing significant sound residential neighborhoods, commercial districts, and industrial areas.
- Provide incentives to upgrade deteriorated residential, commercial and industrial uses when the property owner or resident cannot afford improvements.

1.4 PUBLIC PARTICIPATION

Public participation for the 2015-2023 Housing Element included public workshops and local outreach, neighborhood events, website and online survey and public hearings. The City of Bakersfield has made diligent efforts to solicit public participation that includes all economic segments of the community, including residents, realtors, builders, stakeholders, non-profits, and/or their representatives in the development and implementation of the Housing Element. All comments received during the various efforts to engage the community, were incorporated into the housing element and helped the City define problems and create solutions, as well as identify housing strategies, challenges and opportunities.

The public participation process has included the City's Five-Year Consolidated Plan and related Citizen Participation Plan processes which provides all citizens of the community with adequate opportunity to participate in an advisory role in the planning, implementation, and assessment of Bakersfield's HUD programs. All HUD programs are included within Housing Element programs. The Consolidated Plan is a five-year plan required by HUD that outlines how the City intends to meet identified local housing and community development needs. The citizen participation process included a series of well-publicized annual community/neighborhood meetings and public hearings. The City also hosted a series of stakeholder focus groups, and conducted a web-based community needs assessment survey.

The Kern Council of Governments (Kern COG) conducts an annual Quality of Life survey of residents of Kern County that asks residents about their housing preferences along with other issues. The survey is conducted county-wide but 80 percent of survey respondents are in the Central Valley, of which Bakersfield makes up the majority. According to the survey conducted in April of 2014, nearly 50% of residents considered the issues of revitalizing older neighborhoods and business districts and creating more affordable housing "Extremely important" according to the rating on the survey form and residents in the Central Valley Region tended to place higher importance on these issues than the residents of the other regions.

Residents were asked to rate the importance of the use of compact, efficient development where appropriate and providing a variety of housing choices achieved an "Extremely Important" rating from nearly 30% of the residents and again Central Valley residents gave higher importance scores than residents from the other regions. Housing option preferences were examined in terms of length of residency in Kern County, home ownership, ethnicity, the number of children under 18 living in the household and annual household income.

The City posted Housing Element information and announcements about workshops and events on its website, in local print media in both English and Spanish and through social media outlets Facebook and Twitter. On the City's Housing Element Update webpage, the City placed an online survey and provided a City contact where housing concerns could be sent (See Appendix B for survey and other public outreach materials).

Public Workshops & Community Outreach

On May 21st the Community Development Department set up a table at a community event at its Central Park. At the event City staff asked passersby for their concerns and needs for housing they believe the City of Bakersfield needed to focus their policies and housing programs on. The type of feedback received, as well as pictures from the event can be found in Appendix B.

On March 24, 2015, the City of Bakersfield held a public workshop to describe the Housing Element Update process and to gain additional input from the community on housing needs. Notices were sent out to housing stakeholders and non-profits throughout the City and Kern County. The notice was also posted in the newspaper in English and in Spanish, on the City's KGOV local television channel, on the City's Housing Element Update webpage and the City's Facebook and Twitter accounts. A Spanish interpreter was available at the workshop. See Appendix B for a copy of the notice and other workshop materials.

On June 4, 2015 the City of Bakersfield held a second public workshop that was also in front of the Planning Commission. Public and Commission comments received from both workshops are listed in Appendix B.

Public Review of Draft Housing Element

In addition, a public review draft, dated August 18, 2015, was prepared and made available to the community for a 30-day review period. Notice was sent to agencies, service providers, stakeholders, non-profits and individuals; notice was also placed in the newspaper in English and Spanish. The Draft Housing Element was also posted on the City's website. See Appendix B for a list of those who received notice of availability of the draft document. The City conducted a public hearing on the Draft Housing Element on November 5, 2015. A summary of the meeting minutes, a Planning Commission resolution and the meeting agenda is included in Appendix B. All public comments received during the 30-day public review period have been incorporated and are also found in Appendix B.

The City will continue to engage the public and stakeholders in the implementation of the housing element by providing a series of well-publicized annual community meetings and responding adequately to all comments, objections, and complaints submitted by persons or groups.

1.5 REVIEW OF PREVIOUS ELEMENT

State law requires the City to review its Housing Element in order to evaluate:

a. "The effectiveness of the Housing Element in attainment of the community's housing goals and objectives."
b. "The progress of the city, county, or city and county in implementation of the Housing Element."
c. "The appropriateness of the housing goals, objectives and policies in contributing to the attainment of the state housing goal."

The remainder of this section addresses and fulfills each State requirement.

1.5.a. EFFECTIVENESS

The effectiveness of Bakersfield's Housing Program, in regards to meeting regional housing needs, can be measured by a level of achievement. Many uncontrollable factors influence the City's effectiveness. Over the five-year housing element period, factors such as market fluctuations, available recourses, willing lenders, qualified developers and political climate, all combined to create 15,311 new housing units in the City of Bakersfield. This means that the City achieved 56 percent of its RHNA objective between 2006 and 2013, the effective dates of the last recent RHNA, as shown in Table 2.

Table 2: Bakersfield's Achievement of RHNA New Construction Goal

Income Groups	RHNA Goal	New Construction	% of Goal
Very Low	6,626	973	15%
Low	4,500	1,349	30%
Moderate	4,960	4,720	95%
Above Moderate	11,166	8,269	74%
Total	**27,252**	**15,311**	**56%**
Source: Kern COG 2006-2013 RHNA, Annual Housing Element Reports, US Census Estimates and Building Permit records			

Table 3: Bakersfield Affordable Housing Achievements

Housing Element Goal		Units Achieved	% of Goal
New Construction	1,294	2,322	179%
Rehabilitation	770	202	26%
Preservation	207	207	100%
Total	**2,271**	**2,731**	**120%**
Source: Housing Element 2008-2013, Consolidated Annual Plan and Performance Reviews			

As shown in Table 3, 2,322 very low and low income housing units were constructed for an achievement of 179% of goal. Additionally, 202 units were rehabilitated; for an achievement of 26% of the prior Housing Element goal of 770 rehabilitated units.

In 2014, the City of Bakersfield conducted a housing condition survey. That survey indicated over 81 percent of the housing units in the city were in standard condition and did not require rehabilitation. Approximately 2 percent likely require major rehabilitation or in need of demolition. Four apartment complexes, with 207 units, that were at-risk were preserved by the Housing Authority of the County of Kern (HACK). The City has provided funds for multifamily housing units and for grants to disabled persons to improve accessibility.

The City of Bakersfield has some of the most affordable housing in the State of California. New single family homes can still be found for less than $200,000. From 2006 to 2013, an average of 1,914 housing units was built each year for an average of 159 units a month. A majority of these new units are affordable to the moderate income households.

The Community Development Department of the City of Bakersfield played an integral role in housing opportunities in the community. Using Community Development Block Grant (CDBG) funds, HOME Investment Partnership Program (HOME) funds, Redevelopment Successor Housing Agency funds and the private market the City completed 56 percent of its 2008-2013 housing goal with the construction of 15,311 units. The City helped fund the development of housing projects (between 2008 and 2013) that included the Baker Street Village public housing development, providing 37 units of affordable housing. The Santa Fe Apartments, with 56 low and very low units and rehabilitation of the Friese Inn with 14 units for low-income people suffering from a mental health crisis who need temporary housing. The City Place development included 70 units for low to moderate income families.

Other projects within the City included the rehabilitation and full occupancy of the Pinewood Glen Retirement Community, providing 99 units of affordable housing with services for seniors. The Haven Cottages development provides 23 units of supportive housing for homeless and persons with mental disability. The Residences at West Columbus was developed to provide 20 units of supportive housing for emancipated foster youth and 35 units of affordable housing for families.

In addition, the City of Bakersfield's affordable housing stock is richer by 37 public housing units and HACK continues to issue approximately 7,989 Section 8 vouchers annually. The City's CDBG funding also provides operating and administrative funds for a battered women's shelter, transitional housing, shelters for homeless families and singles, emergency shelter for persons with mental disability, and SRO housing for destitute single persons.

Despite dedicated and active housing professionals at both the City and in other agencies, the City of Bakersfield did not meet its housing goal for all income levels. The recession and related downturn in the housing real estate market had a large impact in our community and like many others throughout the state it has been a slow recovery. The City has participated in several federal, state, and local housing programs; however, the need is so great that government programs are only able to meet some of the shelter needs for the low, very low and extremely low incomes. According to HACK, as of January 27, 2015,

there were 11,604 households on the Section 8 waiting list and 13,001 on the Public Housing waiting list.

The following table includes a summary of the quantified objectives from the prior Housing Element and what was achieved.

Table 4: Housing Quantified Objectives Summary

PROGRAM	Quantified Objective By Income									
	Extremely Low	Achieved	Very Low	Achieved	Low	Achieved	Moderate	Achieved	Above	Achieved
New single family – 10,997	150	0	200	0	500	78	2,795	4,577	7,352	8,269
New multifamily – 14,206	2,424	156	2,953	817	3,831	1,271	1,184	143	3,814	0
Infill Single Family Units – 50	16	16	20	34	14	28	0	0	0	0
First-time Homebuyer – 100	15	15	15	15	70	80	0	0	0	0
Transition Public Housing Renters to Ownership of their Units – 84	31	31	39	39	14	28	0	0	0	0
Rental Vouchers/Certificates – 250	92	102	115	135	43	53	0	0	0	0
Construct/Acquire PH Units – 100	36	36	46	46	18	18	0	0	0	0
Emergency Shelter for Mentally Ill – 50	20	0	30	0	10	0	0	0	0	0
Units for Disabled – 40	15	40	17	42	8	8	0	0	0	0
Disabled Persons Housing – 35	10	0	12	0	4	0	4	0	0	0
Domestic Violence Shelter – 14 beds	4	0	4	0	3	0	3	0	0	0
Units or Subsidy for Female-headed households – 50	28	0	28	0	24	0	20	0	0	0
Single Room Occupancy – 30	30	0	0	0	0	0	0	0	0	0
Elderly/Frail Elderly Housing – 160	42	42	98	98	20	30	0	0	0	0
TOTAL NEW UNITS	2,913	282	3,577	409	4,559	245	4,006	0	11,166	0
Rehab Single Family – 25	8	0	10	0	7	0	0	0	0	0
Rehab Multifamily – 50	16	19	21	24	13	13	0	0	0	0
Lead-Based Paint Mitigation – 20	5	0	5	0	5	0	5	0	0	0
Access Grants for Disabled – 50	12	18	13	22	17	40	8	10	0	0
CHDO set-aside – 15	5	0	7	0	3	0	0	0	0	0
Rehab Public Housing – 340	125	19	156	24	59	13	0	0	0	0
Preserve At Risk Units – 207	100	100	107	107	0	0	0	0	0	0
TOTAL PRESERV/REHAB UNITS	271	156	319	177	104	66	13	10	0	0

1.5.b. PROGRESS OF BAKERSFIELD'S HOUSING PROGRAM

The following table includes an evaluation of each policy and related programs with a comparison of significant differences between what was projected or planned in the earlier element and what City's activities were related to achieving those objectives and goals. There is also a report on the status as to whether the program will continue.

Table 5: 2008-2013 Progress in Meeting Program Objectives

Policy/Programs	Accomplishments	Status
Objective 1-1: Seek assistance under federal, state and other programs for eligible activities within the City that address affordable housing needs.		
1-1-1: The City of Bakersfield Community Development Department (City) will continue to use Redevelopment Agency Low and Mod Income Set Aside funds for housing and housing programs in three redevelopment areas of approximately $1,000,000 per year.	Between 2008 and 2013, the City set aside $8,000,000 for the three redevelopment areas. These funds were used to construct and rehabilitate affordable housing within the three redevelopment project areas.	The City's Redevelopment Agency was dissolved on February 1, 2012. However, there are still five affordable housing projects under construction or in final planning process that will be funded by what is left of the Low Mod set aside funds. Income from project loans payments are also funding still available. The City shall continue to seek other sources of funding to provide affordable housing.
1-1-2: The City will continue to apply to HUD and State HCD for grant funds that may be used for housing-related programs. The City receives $4.5 million in CDBG funds, $1.6 million in HOME funds, and $125,000 in ESG money. HOME and ESG funds are required to be used for affordable housing and supportive service projects.	The City was awarded $5 million in HUD funding for use in housing related programs and supportive service projects. The programs funded included new construction, down payment assistance, and supportive services for the homeless.	As an entitlement jurisdiction the City will continue to utilize HUD funding. In addition, the City will apply for additional funding as it becomes available from the State HCD. The City currently receives $2.7 million annually in CDBG funds, $900,000 million in HOME funds, and $200,000 in ESG money. HOME and ESG funds are required to be used for affordable housing and supportive service projects.

Policy/Programs	Accomplishments	Status
1-1-3: The City will continue to set aside approximately $1,582,000 a year in Redevelopment Agency Low Moderate housing funds for low to moderate income housing programs including gap financing, infrastructure improvements, land acquisition, and construction.	As stated in 1-1-1, the City was able to set aside a total of $8,000,000 that was used for down payment assistance, acquisition and construction of affordable multi-family and single family housing and associated infrastructure costs.	The City's Redevelopment Agency was dissolved on February 1, 2012. However, the City will continue to seek funding sources. The remainder of Low Mod funds will go to five affordable housing projects currently under construction or in planning process.
1-1-4: The City will continue to apply for HOME funds to provide an estimated $400,000 a year for gap financing to qualified developers to construct 40 very low and low income multifamily units a year.	The City currently receives about $900,000 annually in HOME funds. Throughout the last Housing Element period, HOME funds have been used to provide construction costs for 200 affordable housing units.	The City will continue to use HOME funds to provide gap financing for the creation affordable housing.
1-1-5: The City will continue to provide technical assistance to developers, nonprofit organizations, or other qualified private sector interests in the application and development of projects for federal and state financing by providing assistance with entitlements, assistance with site identification, fee reductions when appropriate, and density bonuses.	The City works closely with its developers and nonprofit organizations and provides a TEAM Bakersfield approach by bringing together various City departments to make projects	The City continues to offer assistance to developers, non-profit and private sector in the development of affordable housing.

Policy/Programs	Accomplishments	Status
Objective 1-2: Continue pursuing a housing "infill" program and specifically target projects for extremely low, very low, and low-income households.		
1-2-1: The City will aggressively pursue low income and market owner-occupied new construction programs within the City using HOME funds and First Time Homeowner Buyer Program and by providing incentives such as reduced lot size in the Downtown Area to affordable housing developers, acquire/construct infill homes for ten new homebuyers per year. The City has also received $500,000 from CalHFA funds to establish a revolving loan fund which will leverage the cost of construction loans for ten new infill homes each year. The City will continue to apply for the Infill Infrastructure Grant Program through HCD to accomplish the goals set forth in the Mill Creek Area to provide residential and mixed use housing opportunities at 31 units per acre.	The City provided down payment assistance to 93 first time homebuyers during this period. The City received a $10.8 million grant from HCD for five infrastructure projects benefitting five new housing developments. 70 units of very low and low multi-family housing were completed along with 14 units of for-sale affordable condominiums.	The City will continue to provide down payment assistance to qualified low- and moderate income households using HOME and HCD funds. The City still has the remaining affordable housing developments under construction which will provide an additional 204 units. The City will still pursue low-and moderate income owner-occupied new construction programs within the City using HOME and HCD funds. The City will continue to apply for the Infill Infrastructure Grant (IIG) Program through HCD, and will examine the use of Cap and Trade program funding for affordable housing and transit oriented development, also administered by the HCD
Objective 1-3: Provide home ownership opportunities whenever possible.		
1-3-1: The City will continue to use ADDI funds to assist households with first time homebuyer down payment assistance of up to $10,000 each.	The City assisted 3 first-time homebuyers with ADDI funds.	The ADDI Program was discontinued by HUD in 2009. The City continues to look for other funding sources to continue home ownership.
1-3-2: The City will continue to find programs to move very low income families from renters to home owners and will continue to encourage and offer technical assistance with state and federal applications to developers of affordable housing.	The City assisted 107 renters to become homebuyers.	With various funds including HOME, CalHome and BEGIN, the City will continue to offer assistance to first time homebuyers.

Policy/Programs	Accomplishments	Status
1-3-3: The City will continue program to monitor the extent of residential, commercial, and industrial development on an annual basis. Sufficient detail should be provided to monitor employment growth and housing production. Monitor housing development costs on an annual basis to ensure affordability to a broad spectrum of City residents using information from the Bakersfield Board of Realtors, Multiple Listing Service and the HBA to track housing development, sales, and listing costs.	There are no program specific accomplishments to list. The City will continue monitoring housing market activities.	The City continues to monitor the extent of residential, commercial and industrial development on an annual basis. Along with employment growth, housing production and housing costs.
Objective 1-4: Encourage the development of housing and programs to assist special needs persons.		
1-4-1: The City will continue to apply for and allocate Emergency Shelter Grants to assist housing and service providers by using approximately $76,000 a year in ESG funds for Homeless Services Homeless Center Services, Rescue Mission Services, Kern Mental Health At Risk Homeless Services, and HIV/AIDS Homeless Support Services. To be consistent with SB2, amend the Zoning Ordinance to specifically identify supportive and transitional housing, and permit this type of housing as a residential use, subject to these restrictions that apply to other residential uses of the same type in the same zone. To be consistent with SB2, amend the Zoning Ordinance to permit Emergency Shelters in the M-2 zone without a CUP or other discretionary action. This zone has sufficient capacity to accommodate the need for emergency shelters and at least one year-round emergency shelter.	The City has exceeded the goal of using approximately $200,000 a year in homeless services. Over the last Housing Element period the City received more than $1,000,000. Transitional and supportive housing is considered a residential use in the City's Zoning Ordinance and only subject to those restrictions that apply to other residential uses of the same type in the same zone. The City adopted Ordinance No. 4604 which amended the Zoning Ordinance to allow a food and shelter service facility in M-2 zones without a CUP or other discretionary action.	The City continues to apply for and allocate Emergency Shelter Grants, now renamed the Emergency Solutions Grant Program. The City will amend its Zoning Ordinance to specifically identify supportive and transitional housing and permit as a residential use, subject to these restrictions that apply to other residential uses of the same type in the same zone. The City will implement zoning requirements regarding emergency shelters as needed. The existing procedures and development standards will be objective and encourage or facilitate the development or conversion to emergency shelters

Policy/Programs	Accomplishments	Status
1-4-2: To provide housing to single individuals, working poor, homeless, senior citizens, students and others in need of basic, safe housing to prevent or reduce the incidence of homelessness in areas near service providers, public transportation, and service jobs. The City will facilitate the development and rehabilitation of SRO units in the City by offering financial assistance to nonprofit developers who wish to rehabilitate or develop SROs in order to house extremely low income individuals. The City will encourage developers of affordable housing to apply to the MHP – Supportive Housing Program to develop housing affordable to extremely low-income households that are homeless or at-risk of becoming homeless. The City will further assist with expedited permit processing, incentives and modification of development standards as necessary.	The City expends approximately $200,000 annually in ESG funds for Homeless Services at the Bakersfield Rescue Mission Flood Bakersfield Ministries, Alliance Against Family Violence, and the Bakersfield Homeless Shelter. In addition, the City received $1,372,251 in Homeless Prevention and Rapid Re-Housing which assisted 3,074 persons and 1,226 households with homelessness prevention and homeless assistance. The City encourages the development of SRO units, transitional housing, supportive housing, and units that target persons with special needs.	The City will continue to allocate resources to provide housing and reduce homelessness. The City is working with the Housing Authority of the County of Kern and non-profit developers to develop new transitional and homeless housing. Continue to allocate a staff member to the Continuum of Care Board.
1-4-3: The City will continue to provide for elderly and frail elderly persons. See Program 1-4-2, above. The City will continue to encourage the use of set-aside funds to develop housing that is affordable to very low and low-income seniors and assist in the development of one affordable senior project per year using HOME funds and set-aside funds.	The City continues to work with developers to provide very low and low income housing to seniors. During this period the City assisted in the acquisition/rehabilitation of a foreclosed 99 unit senior affordable housing complex.	Three senior housing complexes are currently under construction with a total of 182 units. The City will continue to encourage the use of HOME funds to develop housing that is affordable to very low and low-income seniors and assist in the development of one affordable senior project.

Policy/Programs	Accomplishments	Status
1-4-4: The City will continue to provide for housing for persons with disabilities by using federal and state funds to provide new units of supportive housing for persons with disabilities. The City will continue to permit persons with disabilities of any age to locate in senior citizen independent living facilities that are funded with federal funds and provide 100 accessibility and mobility enhancing device grants of $3,500 each from HOME and CDBG funds to persons with disabilities. The City will reexamine and amend its definition of family to ensure that it does not constrain housing for persons with disabilities, including residential care facilities.	The City and the Housing Authority constructed a 24 unit affordable supportive housing complex. The City, through its Home Access Grant program, provided 90 grants to persons with disabilities. The City examined is definition of family and determined it does not constrain housing for persons with disabilities, including residential care facilities.	The City will continue to provide for elderly and frail elderly persons. See Program 1-4-2, above. The City will continue to seek opportunities to work with developers in the creation of supportive housing. Using HOME and CDBG funding the City will continue to provide home access grants to persons with disabilities.
1-4-5: Ensure that the City complies with the provisions of SB 520 (Chapter 671 of the government code) by regularly monitoring the City's ordinances, codes, policies, and procedures to ensure that they comply with the "reasonable accommodation" provisions.	Specifically, compliance with SB 520 (Article 10) is met by permitting supportive multifamily or single family housing for the disabled in any residential zone that permits single or multifamily housing. In addition, the City provides $3,500 grants to disabled persons to improve access and mobility in their homes. The City's offices are handicapped accessible and the City offers one-on-one assistance to anyone who needs it. Applications for retrofit are processed over-the-counter in the same process as for improvements to any single family home.	The City regularly monitors their ordinances, codes, policies, and procedures to ensure that they comply with reasonable accommodation provisions. The City will adopt an ordinance establishing a procedure or policy for reasonable accommodation, as required by State law.

Policy/Programs	Accomplishments	Status
1-4-6: Assess the need for farmworker housing in the City. Coordinate with the United Farm Worker Union and various nonprofits, including the Kern County Housing Authority, Self-Help Enterprises, and the Delano Office California Rural Legal Assistance to determine the need for farmworker housing in the City. Continue to offer incentives to develop farmworker housing in the City of Bakersfield, such as financial assistance, density bonuses, and fee reductions. The City will contact nonprofit builders and agricultural stakeholders to identify suitable and available sites for the development of farmworker housing by January 2010. Upon identifying a site, the City will expeditiously assist builders and stakeholder to pursue funding resources, infrastructure availability, if necessary, and entitlements and provide priority processing.	The City and developers constructed over 200 units of affordable multi-family housing within the City. There is very limited farming activity within the City limits. The City of Bakersfield welcomes the development of farmworker housing in any zone that permits the type of housing being built (i.e., multifamily or single family) without any special conditions as the result of it being for farmworkers. Additionally, farmworker housing is explicitly permitted in Agricultural zones.	The City will continue to work with nonprofits and builders to identify suitable and available sites for the development of affordable housing.
Objective 1-5: Assist the Housing Authority of County of Kern to meet the growing demand for public housing units and rental assistance through the Voucher programs.		
1-5-1: The City will continue to administer and monitor the Section 8 Housing program and respond to the federal government Super NOFA on an annual basis and use whatever influence exists to obtain an additional 250 certificates/vouchers.	The Housing Authority of the County of Kern (HACK) responds to the Super NOFA on an annual basis. HACK currently administers over 3,000 tenant based rental assistance Section 8 certificates and vouchers. The City has assisted developers with a number of affordable housing projects creating potential units for their voucher program.	As the need for affordable housing, the City will monitor Section 8 certificates and vouchers issued by HACK and use whatever influence exists to obtain an additional certificates/vouchers.

Policy/Programs	Accomplishments	Status
1-5-2: Expand the supply of public housing in the City by allocating public housing funds to the construction of at least one new public housing project over the next five years.	Residences of West Columbus, City Place Apartments, and Baker Street Village are 3 multi-family affordable projects constructed during the last Housing Element Period. The California Tax Credit Allocation Committee allocated a little over $6 million in tax credits for these projects. See discussion above regarding HOME funds allocated for affordable housing projects.	With the dissolution of redevelopment the City will seek other sources of funding to utilize in the creation of new public housing.
Objective 1-6: Provide the citizens in the City of Bakersfield with reasonably priced housing opportunities within the financial capacity of all social and economic segments of the community.		
1-6-1: The City will preserve affordability, allow and encourage developers to "piggyback" or file concurrent applications (i.e. rezones, tentative tract maps, conditional use permits, variance requests, etc.) if multiple approvals are required, and if consistent with applicable processing requirements.	The City of Bakersfield continues to allow and encourage developers to “piggyback” applications if multiple approvals are required.	The City will assist and encourage developers to “piggyback” applications if multiple approvals are necessary.
1-6-2: The City will preserve affordability and provide incentives (i.e., density bonus units, fee reductions, fee deferral, fast-tracking, etc.) to developers of residential projects who agree to provide the specified percentage of units mandated by State law at a cost affordable to very-low and/or low income households.	The City provides incentives (density bonuses, fee deferral, fast tracking, etc.) to developers of affordable housing, senior housing, and infill development within the central area of the City. The City also provides “Team Bakersfield” that assists the developer through permits, approvals, plan checks, inspections, etc. This reduces the time an affordable housing developer must spend in City offices and makes the approval process smoother and faster.	Utilizing the “Team Bakersfield” approach allows developers to fast track applications from initial submittal to approval, by providing a staff liaison to assist in resolving permitting and development issues as part of the permitting process.

Policy/Programs	Accomplishments	Status
1-6-3: Encourage developers to employ innovative or alternative construction methods to reduce housing costs and increase housing supply by: • Providing incentives (i.e., density bonuses, fee reduction, etc.) to developers who agree to construct a set percentage of very low and low-income units or senior citizen affordable units. • Continue to have the first staff person that assists a low income housing developer to be the primary City contact for that developer on that project. This person then assists the developer through permits, approvals, plan checks, inspections, etc. This reduces the time a low income housing developer must spend in City offices and makes the approval process smoother and faster. • Review density bonus ordinance and, if necessary, amend to be consistent with Government Code §65915 if it is determined to be inconsistent. In the meantime, the City will consider requests for density bonuses consistent with Government Code §65915.	The City provides density bonuses in compliance with Government Code Section 65915. Three projects used the City's density bonus to construct a total of 399 multi-family housing units within the 2008-2013 planning period.	The City continues to encourage developers to employ innovative or alternative construction methods to reduce housing costs and increase housing supply. As discussed above, the City provides incentives to developers of affordable, senior, and infill housing and continues to use "Team Bakersfield."
Objective 1-7: Provide technical assistance to developers, nonprofit organizations, or other qualified private sector interests in the application and development of projects for federal and state housing programs/grants.		
1-7-1: To ensure that the development community (both nonprofit and for profit) is aware of the housing programs and technical assistance available from the City. Publish the City's Housing Element and updates, Annual Action Plan, Annual Redevelopment Agency Report and respective notices. Provide an annual funding application workshop for interested agencies and developers.	To help spread awareness of its housing programs, the City publishes the Housing Element and Updates, the Annual HUD Action plan, and respective notices. These documents can be found on the City's website.	The City continually updates these documents. An interactive City partnered affordable housing map can be found on the City's website.

Policy/Programs	Accomplishments	Status
Objective 2-1: Provide information to profit and nonprofit developers and other housing providers on available vacant land.		
Policy 2-1-1: Monitor and update the inventory of vacant lands using the City's GIS mapping capabilities. The City will continually update the base map to overlay urban vacant lands with zoning and density information and make this information available on line and in various City offices. Continue publication of the City newsletter, "Blueprints," that reports on recent and planned developments and existing and proposed City programs and incentives.	The City's inventory of vacant land is available upon request at the Community Development Department. This information is also online and in various City offices. Staff continues the publication of the annual City Relocation magazine that highlights recent and planned developments along with City programs and incentives.	Using the City's GIS mapping capabilities, the City will continually update the base maps to overlay urban vacant lands with zoning and density information. The City no longer publishes its Blueprints publication.
Objective 2-2: Provide opportunities for mix-use developments.		
Policy 2-2-1: To ensure the development of housing that has, to the extent possible, a support structure of shopping, services, and jobs within easy access. Encourage development of well-planned and designed projects that provides for the development of compatible residential, commercial, industrial, institutional, or public uses within a single project or neighborhood.	South Millcreek Village is an example of a mixed-use project that includes 70,000 square feet of new commercial space and the construction of 36 for-sale units, 70 multi-family rental and 62 senior apartments that target very low, low-and moderate income households. Funding for this project comes from HUD, HOME, CDBG, housing set aside and tax increment funds.	The City continues to encourage the development of well-planned and designed projects that provides for the development of compatible residential, commercial, industrial, institutional, or public uses within a single project or neighborhood.

Policy/Programs	Accomplishments	Status
Objective 2-3: Provide a sufficient amount of zoned land to accommodate development for all housing types and income levels.		
Policy 2-3-1: Monitor the amount of land zoned for all types of housing and initiate zone changes if necessary. Utilizing GIS updates, monitor the amount of land zoned for both single family and multifamily development and initiate zone changes to accommodate affordable housing.	The City continues to monitor the amount of land zoned for all types of housing and will initiate zone changes if necessary. The existing Land Use Element demonstrates 12 years' worth of vacant residential land available for all income types at the City's present growth rate. The GIS system is updated monthly to provide all who are interested public information on the amount and location of available residentially zoned land in relationship to current construction.	The City continually processes General Plan Amendments and Zone Changes in order to provide properly zoned parcels for residential and commercial development. The City also annexes land to provide enough land to meet housing needs.
Policy 2-3-2: Ensure that there is a sufficient number of multifamily zoned land to meet the housing need identified in the Regional Housing Needs Assessment (RHNA). Continue the program of lot consolidation to combine small residential lots into a large lot to accommodate affordable housing production. Offer incentives such as offering graduated density bonuses on a case by case basis. In order to ensure that there is sufficient vacant residentially zoned land to accommodate the RHNA for very low and low income housing, the City will rezone at least 40 to 80 acres of land to R3 and R4. The land will accommodate owner and renter multifamily housing by right without discretionary review or CUP. This land will become available during the planning period where water and sewer can be provided and have the capacity to permit at least 16 units per site. This will create enough vacant high density residential land to permit at least 5,500 new affordable housing units.	As mentioned above, the City continually monitors the amount of vacant land available to ensure that there is enough vacant land to meet the housing needs of the City. The City actively pursues land acquisition in the developed portions of Bakersfield to provide more usable parcels for low cost housing. Staff routinely meets with developers to aid in the development of multifamily dwelling projects suitable for low income housing. The City up-zoned 60 acres of land that accommodates owner and renter multifamily housing by right. There is water and sewer available and has the capacity to develop up to 17.42 units per acre on 24 acres and up 72.6 units per acre on 36 acres.	Continue to ensure there is sufficient number of multifamily zoned land to meet the housing need identified in the Regional Housing Needs Assessment (RHNA). Continue the program of lot consolidation to combine small residential lots into a large lot to accommodate affordable housing production. Offer incentives such as offering graduated density bonuses on a case by case basis.

Policy/Programs	Accomplishments	Status
2-3-3: Ensure adequate infrastructure exists to meet the housing need identified in the Regional Housing Needs Assessment (RHNA). Require that water and sewer providers adopt written policies and procedures that grant priority to proposed developments that includes housing affordable to lower income households. For private water and sewer companies regulated by the Public Utilities Commission, the commission will be encouraged to adopt written policies and procedures for use by those companies in a manner consistent with the statute. In the meantime, these companies will comply with SB 1087 and grant priority to proposed affordable housing projects.	All water providers in the City have adopted Urban Water Management Plans that are required to project the water demands from lower income households as identified in our Housing Element. The City has adopted polices (Res No.249-06) that water and sewer service priority will be given to any proposed development that includes units for lower income households.	There is adequate infrastructure to meet the City's identified housing needs. The City will continue to implement its adopted policies that water and sewer service priority will be given to any proposed development that includes units for lower income households.
2-3-4: Encourage the development of larger rental units (three and four bedroom) to accommodate the changing household demographics. Work with the development community to identify the incentives and programs that will encourage the construction of three and four bedroom rental units. These programs may include density bonuses, fee reductions, and amending the Zoning Ordinance to include procedures to modify development standards for larger units.	Three of the new affordable housing projects in the City that were also funded by HUD or Redevelopment funds included large family units with three or more bedrooms.	As discussed above, the City continues to work with the development community to identify all incentives and programs that the City offers, along with providing technical assistance for state and federal programs, to ensure that housing is developed that meets the needs of all citizens of Bakersfield.

Policy/Programs	Accomplishments	Status
Objective 3-1: Preserve existing neighborhoods.		
3-1-1: Protect existing stabilized residential neighborhoods from the encroachment of incompatible or potentially disruptive land uses and/or activities. Review of development proposals within or adjacent to existing residential neighborhoods for potential conflicts (intrusive, disruptive or incompatible land uses and/or activities). Review will be initiated at the point in the processing of the proposal (general plan amendment, rezone, conditional use permit, variance, etc.) when sufficient detail to determine project compatibility is available.	The City through its Administrative Review, Board of Zoning Commission and Planning Commission review of development proposals within or adjacent to existing residential neighborhoods for potential conflicts (intrusive, disruptive or incompatible land uses and/or activities).	The City continues to review development proposals for conflicts with existing neighborhoods. The review is also part of the City's CEQA environmental review.
3-1-2: Establish code enforcement as a high priority and provide adequate funding and staffing to support code enforcement programs. Enforce existing regulations regarding derelict or abandoned vehicles, outdoor storage, and substandard or illegal buildings and establish regulations to abate weed-filled yards when any of the above is deemed to constitute a health, safety or fire hazard.	The City places a high priority on its code enforcement program. The City completed its Southeast Neighborhood Revitalization Project, which was a three-year comprehensive targeted neighborhood revitalization program. This program includes the addition of one dedicated Code Enforcement position, partial clerical support, equipment and supplies to provide various code enforcement activities such as removal of junk cars and the demolition of substandard structures.	The City continues to enforce existing regulations regarding derelict or abandoned vehicles, illegal outdoor storage, and substandard or illegal buildings and has established regulations to abate weed-filled yards when any of the above is deemed to constitute a health, safety, or fire hazard.
3-1-3: Install and upgrade public service facilities (streets, alleys, and utilities) to encourage increased private market investment in declining or deteriorating neighborhoods. Use CDBG funds to install and upgrade public service facilities. Continue to program of rebating 25 percent of the traffic impact fees to developers of low and moderate income housing.	By using CDBG funds, the City has improved sewer, streets and park facilities, removed graffiti, and has installed public wet play parks and pools in declining neighborhoods.	The City continues to utilize CDBG funds to improve streets and create livable neighborhoods. The City no longer offers rebates of 25 percent of traffic impact fees to developers of low and moderate income housing.

Policy/Programs	Accomplishments	Status
3-1-4: Assist homeowners in foreclosure and continue to refer homeowners in foreclosure to consumer credit counselors and Self-Help Enterprises, who has a program that is assisting homeowners in foreclosure.	No homeowners were assisted with foreclosures.	The City no longer implements this program due to lack of funding.
Objective 3-2: Maintain, preserve and rehabilitate the existing housing stock in the City of Bakersfield.		
3-2-1: Provide technical and financial assistance to all eligible homeowners and residential property owners to rehabilitate existing dwelling units through grants or low interest loans. The City will continue to aggressively market the single family rehabilitation loan program in the City using federal and Redevelopment Agency LMIHF for deferred or below market interest loans to single family residents to rehabilitate 5 single-family home units in the Southeast Redevelopment Project Area.	The City, as described above, aggressively markets all of its housing programs. The City used RDA funds to rehabilitate 56 units of public housing at Madison Place Apartments. Additionally, over the last five years, the City utilized HOME funds for Home Access Grant funds. These funds have assisted 90 households in the rehabilitation of their units.	The City will continue to seek funds to rehabilitate homes for accessibility needs.
3-2-2: Provide technical and financial assistance to all eligible multifamily complex owners to rehabilitate existing dwelling units through low interest or deferred loans. Use $300,000 of HOME new construction funds each year for the rehabilitation of 80 multifamily units over five years. If the project is in the Redevelopment Area, the set-aside fund would contribute $350,000 to the funding pool.	Over the last Housing Element period, 90 households were able to make their homes handicap accessible with these funds.	The City continues to provide technical and financial assistance to households in need of accessibility for the disabled.

Policy/Programs	Accomplishments	Status
3-2-3: Act to reduce Lead Based Paint Hazards and incorporate the appropriate actions (pursuant to the Lead-Based Paint Hazard Reduction Act of 1992) into all housing programs under the jurisdiction of the City. Incorporate LBP policies and programs into housing programs. Provide $80,000 in HOME funds for the testing and mitigation of 40 housing units for lead-based paint.	No funds were available to assist in the mitigation of lead based paint hazards.	On a project-by-project basis, funds can be made available to test for and mitigate lead based paint hazards occurring in housing units that receive HUD program funds for rehabilitation.
3-2-4: Continue to apply for and allocate $400,000 over five years of CDBG, HOME, and ESG funds to housing for special needs groups. Continue funding the Home Access Grant funds to provide a one-time grant of $3,500 to 135 disabled persons to improve or provide access to their homes.	The City was successful in applying for and allocating over $1,000,000 over 5 years of CDBG, HOME, and ESG funds to housing for special needs groups.	See 3-2-1, the City will continue to seek funds to rehabilitate homes for accessibility needs.
3-2-5: Continue to set-aside 15 percent of HOME entitlements ($210,000 a year) funds for Community Housing Development Organization (CHDO) acquisition and rehabilitation. Make funds available to community based organizations to acquire and rehabilitate units which may have been abandoned or otherwise lost from the City's housing stock and sell them to very low and low income first-time homebuyers.	The City set aside over $400,000 in HOME-CHDO funds which were used to construct affordable multi-family housing.	The City continues to set aside 15 percent of HOME entitlements for CHDO acquisition and rehabilitation or construction.

Policy/Programs	Accomplishments	Status
Objective 3-3: Preserve At Risk Housing		
3-3-1: Preserve the existing affordable rental housing stock in the City of Bakersfield. Continue regular contact with the California Housing Partnership Corporation, the agency that monitors the at-risk units and owner notifications of intent to opt-out. Continue to assist the housing nonprofit, Golden Empire Affordable Housing, Inc., formed by HACK, in the purchase and rehabilitation of any at risk units in the City. GEAHI has already acquired two such complexes. The HACK has not requested funding from the City at this time.	The housing non-profit, Golden Empire Affordable Housing, Inc. formed by HACK, acquired housing over the last Housing Element period to preserve their affordability. HACK monitors the status of 278 rental housing units by regular contact with the owners of rental complexes that may be at risk of selling out of the affordable housing program.	The City continues regular contact with the California Housing Partnership Corporation and continues to assist nonprofits in the purchase and rehabilitation of any at risk units in the City.

Policy/Programs	Accomplishments	Status
3-3-2: Closely monitor the status of affordable rental housing units. • Continue regular contact with the owners/ operators of four rental complexes that may be at risk of selling out of the affordable housing program. Those four are: Aqua Terrace, Pioneer Village, Sundance Apartments, and Woodland Apartments. • Provide technical assistance to potential purchasers, including nonprofits, developers, and tenants of potentially converting affordable properties. • Upon notification that a project is at-risk, the City will meet with the development community and provide assistance in preserving these units. Assistance may be in the form of financial assistance from the City which may come from programs such as CalHFA's preservation program. Other assistance may be technical assistance with applications for other programs, such as the Low Income Housing Tax Credit Program. • When a project becomes at-risk, the City will work with the development community to provide education to tenants about what it means when a project is at-risk, the level of the risk of conversion to market rate rents, and assistance with finding other housing opportunities should the project not be preserved.	The four at risk rental housing developments, Aqua Terrace, Pioneer Village, Sundance Apartments, and Woodland Apartments, were preserved as low income housing.	According to data from the California Housing Partnership Corporation, there are a total of 5,462 units in Bakersfield that receive assistance for low-income families, seniors, and agricultural workers through State and Federal programs. Of these, a total of 565 units, contained in 11 complexes, are considered at risk of being lost from the affordable housing inventory. The City will continue to meet with the development community and provide assistance in preserving these units.

Policy/Programs	Accomplishments	Status
Objective 4-1: Eliminate housing discrimination.		
4-1-1: The City will support the intent and spirit of equal housing opportunities as expressed in the Civil Rights Act of 1986, Title VII of the 1968 Civil Rights Act, California Rumford Fair Housing Act, and the California Unruh Civil Rights Act. The CDD will implement the following programs: • Complete a Fair Housing "analysis of impediments (AI)" on an annual basis concurrent with the Consolidated Plan Annual Action Plan. • Expand public information and outreach programs for first time home buyers in high minority areas to help them qualify for special lending programs offered by local lending institutions. • Educate mortgage lenders that they need to increase their outreach in lower income areas. • Continue annual assistance to the Association of the Board of Realtors in coordinating the annual Fair Housing Arts Contest. • Inform the Housing Authority of the County of Kern (HACK) that they need to continue to actively solicit additional units for Section 8 housing in neighborhoods that are not traditional residential areas for such housing. • Promote transit accessibility with KernCOG for needed public transportation to link major employers currently not served by public transit with existing lower income housing locations. • Require that all recipients of locally administered housing assistance funds be required to acknowledge their understanding of fair housing law and affirm their commitment to the law. **Continued on next page…**	The City regularly completes a Fair Housing Analysis of Impediments. The last Analysis completed was in January 20115 for the years 2015 to 2020, and the City has developed fair housing brochures aimed at Asian and Hispanic communities. These brochures are distributed at outreach events including school fairs, health fairs, and City sponsored events. The staff also provides information flyers and brochures that highlight disability provisions of both federal and state fair housing laws and familial status discrimination. In addition, fair housing laws are taught to students through an Art and Essay Contest by the Bakersfield Real Estate Association in which the City participates. The City of Bakersfield always encourages HACK to continue to solicit additional units for Section 8 housing. The Fair Housing Officer for the City routinely investigates all formal housing discrimination complaints received by the Fair Housing Program and make appropriate referrals to enforcement agencies. The officer also provides information and referral services to approximately 1,200 housing consumers and housing providers per year via the City of Bakersfield's 24-hour discrimination hotline.	The City will continue its Fair Housing program which includes housing discrimination complaint investigation and fair housing education and outreach. The City will investigate allegations of housing discrimination under the fair housing laws and conduct fact finding investigations and propose potential solutions for victims of housing discrimination. The City will establish an effective and comprehensive outreach and public education program designed to raise awareness of the fair housing laws that protect individuals, often in traditionally underserved communities, against housing discrimination. Outreach will include the development and distribution of educational literature and resources that describe ways to prevent housing injustices and the applicable laws that protect against discrimination. The materials will be made available free to the public in various languages. Outreach will also include workshops on fair housing law for landlords, tenants, nonprofit organizations and government employees.

Policy/Programs	Accomplishments	Status
• Update fair housing brochures aimed at reaching the growing Asian and Hispanic communities. • Update information flyers and brochures that highlight (1) disability provisions of both federal and state fair housing laws and (2) familial status discrimination to be distributed at all types of outreach events including school fairs, health fairs, and City sponsored events. • Collaborate with service agencies to distribute educational materials. • Conduct regular workshops on the fair housing laws to educate property owners and managers and real estate professionals about race and disability discrimination and familial status protections. • Provide annual fair housing tester training in order to promote tester-pool retention. • Investigate all formal housing discrimination complaints received by the Fair Housing Program and make appropriate referrals to enforcement agencies. • Employ one full time counselor for one-on-one counseling programs through telephone or walk-in contact. • Provide information and referral services to approximately 1,200 housing consumers and housing providers per year via the City of Bakersfield's 24-hour discrimination hotline.		

Policy/Programs	Accomplishments	Status
Objective 4-2: Reduce the incidence of displacement.		
4-2-1: In development of public projects, require an analysis of potential displacement of existing residences with an emphasis on minimizing both temporary displacement and relocation. The City will continue to use CDBG or HOME funds when necessary to mitigate the unsettling impacts of temporary and permanent relocation during the construction or rehabilitation of publicly funded housing.	In development of public projects, the City requires an analysis of potential displacement of existing residences with an emphasis on minimizing both temporary displacement and relocation. As required by Federal and State Redevelopment Relocation laws, the City provides or requires developers to provide temporary and permanent relocation services during the construction or rehabilitation of publicly funded housing projects.	As needed the City will continue to reduce the incidence of displacement and mitigate the impacts.
Objective 5-1: Maximize coordination and cooperation among on housing providers and program managers.		
5-1-1: The City will continue to support the Housing Authority of the County of Kern (HACK) to provide housing assistance to extremely low, very low, low and moderate-income households. The City will maintain membership in HACK to qualify City residents for Section 8 existing housing assistance administered by the Housing Authority. Provide information on the availability of Housing Authority programs to qualified residents. The City will continue to participate in the monthly meetings of the Homeless Collaborative composed of service providers, the County, mental health professionals, Continuum Care advocates, and interested individuals. The City will continue the program that pairs the first City employee that assists a developer of low income housing with that developer for the entire processing period. The City employee is the primary contact for all City actions for that project.	During the previous Housing Element period the City continued to support HACK and maintained its membership. The City remained a participant in the Homeless Collaborative and continues assistance to developers of low income housing.	The City continues to support HACK to provide housing assistance to extremely low, very low, low, and moderate-income households. Staff provides information on the availability of Housing Authority programs to qualified residents. Staff continues to participate in the monthly meetings of the Homeless Collaborative composed of service providers, the County, mental health professionals, Continuum Care advocates, and interested individuals. Team Bakersfield program is available to assist developers of low income housing through the planning and permitting process (refer above to discussion of Team Bakersfield).

Policy/Programs	Accomplishments	Status
5-1-2: The City will investigate alternative intergovernmental arrangements and program options to deal with area-wide housing issues and problems. The City will work with the Kern County Administration and HACK to identify and solve regional problems.	The City Council and Board of Supervisors met quarterly to investigate alternative intergovernmental arrangements and program options that may be able to address area-wide housing issues and problems.	The City will continue to investigate alternative intergovernmental arrangements and program options to deal with area-wide housing issues and problems.
Objective 6-1: Achieve a jobs/housing balance.		
6-1-1: The City will cooperate with large employers, the Chamber of Commerce, and major commercial and industrial developers to identify and implement programs to balance employment growth with the ability to provide housing opportunities affordable to the incomes of the newly created job opportunities.	The City routinely meets with large employers, the Chamber of Commerce and major commercial and industrial developers to identify and implement programs to balance employment growth with affordable housing opportunities. Infill projects, such as Parkview Cottages and Creekview Villas, are located in central Bakersfield, close to many goods and services, schools, and job opportunities.	The City will continue to encourage infill development so that housing is close to job centers.
6-1-2: The City will consider the effects of new employment, particularly in relation to housing demands, when new commercial or industrial development is proposed. The City will participate in the development of Job Training Resource training center which will be located in a low income area in southeast Bakersfield. Components could include a day care center, retail training, offices, and be a one-stop for job search and job training.	The City of Bakersfield, though interested in the development of Employers Training Resource center, was unable to develop this during the last Housing Element. It is a policy in this Housing Element to develop this center over the next Housing Element period.	The City will continue to monitor employment growth in relation to housing needs. There is currently an America's Job Center of California in the County of Kern, in Metro Bakersfield area, which serves as the recruitment and training center for local employers and job seekers.

1.5.c. APPROPRIATENESS

This update to the Housing Element revises existing programs and adds new programs, where appropriate, to ensure that the City's priorities are addressed, that requirements of State law are addressed, and that constraints to housing are removed, to the extent feasible. Based on the achievements made in the previous Housing Element, the City's

goals, objectives, policies and programs have been appropriate in addressing the communities housing needs and will be generally kept in the Housing programs, with modifications to streamline, condense or clarify policies where appropriate. As discussed in Table 5, many housing programs continue to be appropriate and the intent of these programs will be kept in the Housing Element to address identified specific housing needs, constraints, or other concerns identified as part of this update.

The policies and programs of the 2008-2013 Housing Element that were developed to modify the City's former Zoning Code have been implemented and will be removed from the Housing Element as they are no longer necessary.

Due to the dissolution of the City's Redevelopment Agency, the City has experienced a reduction in staffing and budget, so programs that are not feasible to implement due to staff or funding constraints will be removed.

The following provides a description of each goal and what has been learned based on the analysis of progress and effectiveness of the previous element discussed above.

GOAL 1: PROVIDE HOUSING OPPORTUNITIES AND ACCESSIBILTY FOR ALL ECONOMIC SEGMENTS OF THE CITY.

The City of Bakersfield has many concentrated efforts to increase the availability of permanent housing for all economic segments in the City. The City will continue these efforts to the extent feasible. Federal and State funding sources have significantly been reduced, therefore, some policies and programs will be modified based on funds currently available or anticipated during the planning period.

GOAL 2: PROVIDE AND MAINTAIN AN ADEQUATE SUPPLY OF SITES FOR THE DEVELOPMENT OF AFFORDABLE NEW HOUSING.

The City of Bakersfield will continue to provide adequate, suitable sites for residential use and development or maintenance of a range of housing that varies sufficiently in terms of cost, design, size, location, and tenure to meet the housing needs of all segments of the community at a level that can be supported by the infrastructure.

GOAL 3: PRESERVE, REHABILITATE AND ENHANCE EXISTING HOUSING AND NEIGHBORHOODS.

The City of Bakersfield will continue to initiate all reasonable efforts to preserve the availability of existing housing opportunities and to conserve as well as enhance the quality of existing dwelling units and residential neighborhoods.

GOAL 4: ENSURE THAT ALL HOUSING PROGRAMS PROMOTE EQUAL OPPORTUNITY TO SECURE SAFE, SANITARY, AND AFFORDABLE HOUSING FOR ALL MEMBERS OF THE COMMUNITY REGARDLESS OF RACE, COLOR, ANCESTRY, NATIONAL ORIGIN, RELIGION, SEX, DISABILITY, AGE, MARITAL STATUS, FAMILIAL

STATUS, SOURCE OF INCOME, SEXUAL ORIENTATION, OR ANY OTHER ARBITRARY FACTOR.

The City of Bakersfield will continue to ensure that all existing and future housing opportunities are open and available to all social and economic segments of the community without discrimination on the basis of race, color, ancestry, national origin, religion, sex, disability, age, marital status, familial status, source of income, sexual orientation, or any other arbitrary factor.

The City will continue to implement its fair housing policies and programs that provide assistance to individuals and groups and promote quality.

GOAL 5: ENCOURAGE SUSTAINABLE DEVELOPMENT PATTERNS AND PROMOTE INFILL WITH SUFFICIENT AFFORDABLE HOUSING WITH ACCESS TO TRANSIT, EMPLOYMENT OPPORTUNITIES, COMMUNITY FACILITIES AND SERVICES, AND AMENITIES.

The City of Bakersfield will continue to encourage sustainable development patterns and promote infill with sufficient affordable housing with access to transit, employment opportunities, community facilities and services, and amenities. With more infill development, the City can also maintain its agricultural and environmental resources that enhance the quality of living in our community. Intergovernmental cooperation and regional housing programs can help maximize effectiveness in solving local and regional housing problems.

SECTION 2.0 EXISTING CONDITIONS AND DEMOGRAPHIC DATA

The purpose of this section is to summarize and analyze the existing housing conditions in Bakersfield. The section consists of two major sections: Section 2.1 - Summary of Existing Conditions - an analysis of population trends, employment trends, household trends and special needs groups, and Section 2.2 – Inventory of Resources - an analysis of existing housing characteristics, housing conditions, vacancy trends, housing costs and availability, "at-risk" housing and suitable lands for future development.

2.1 SUMMARY OF EXISTING CONDITIONS

It is important when evaluating housing needs to analyze demographic variables, such as population, employment, and households, in order to assess the present and future housing needs of the City of Bakersfield. This section utilizes sources, such as U.S. Census data, CA Department of Finance, and Kern Council of Governments as the primary sources of this information. See Appendix A for a complete list of data sources.

2.1.a. POPULATION TRENDS

Bakersfield is one of eleven incorporated cities within Kern County. In 2010, Bakersfield represented 41 percent of the Kern County population. Between 2000 and 2013, Bakersfield experienced the largest numerical gain in population in Kern County, while ranking third in proportional gain. In 2010, Bakersfield ranked first among Kern County cities with a total population of 347,483 persons. The Bakersfield's contribution to Kern County's population was 57 percent of total population growth.

Table 6: Population Trends – Kern County and Cities (1990-2013)

Jurisdiction	1990	2000	2010	2013	Change 2000 – 2013	
					Number	Percent
Kern County	543,477	661,649	839,631	857,882	196,233	30%
Arvin	9,286	12,956	19,304	19,960	7,004	54%
Bakersfield	174,820	247,057	347,483	359,221	112,164	45%
California City	5,929	8,838	14,120	13,150	4,312	49%
Delano	22,762	40,036	53,041	51,963	11,927	30%
Maricopa	1,185	1,173	1,154	1,165	-8	-1%
McFarland	7,005	9,932	12,707	12,577	2,645	27%
Ridgecrest	27,725	25,103	27,616	28,348	3,245	13%
Shafter	8,409	13,045	16,988	17,029	3,984	31%
Taft	5,902	8,975	9,327	8,911	-64	-1%
Tehachapi	5,791	10,861	14,414	13,313	2,452	23%
Wasco	12,294	21,604	25,545	25,710	4,106	19%
Source: US 2010 Census, California Department of Finance, Kern COG Preliminary 2014 RTP						

Bakersfield has had a steadily increasing population with average annual growth rate at about 3 percent. In recent years the rate of growth has decreased. In 2013, there were 359,221 persons estimated to reside in the City, according to CA Department of Finance.

The current population represents a numeric increase of 112,164 persons since 2000 or 45 percent growth.

Table 7: City of Bakersfield Population Trends (1990 - 2013)

Year	Total Population	Numeric Change	% Growth	Avg. Annual Growth
1990	174,820	n/a	n/a	n/a
2000	247,057	72,237	41%	3.9%
2010	347,483	100,426	41%	3.9%
2013	359,221	11,738	3%	1.7%
Source: U.S. Census, CA Department of Finance				

As reported in the 2010 Census, 27.9 percent of the population in the City of Bakersfield is between the ages of 25-44. The 25-34 age groups experienced the largest numeric growth between 2000 and 2010 with a growth of 15,529 persons. In the same time period, the 55-64 age group increased by 14,650 persons with the largest proportionate growth. 20-24 year olds were the second largest in proportionate growth, followed by 15-19 year olds, demonstrating that in addition to more seniors, causing a growing number of young adults entering the rental and housing markets.

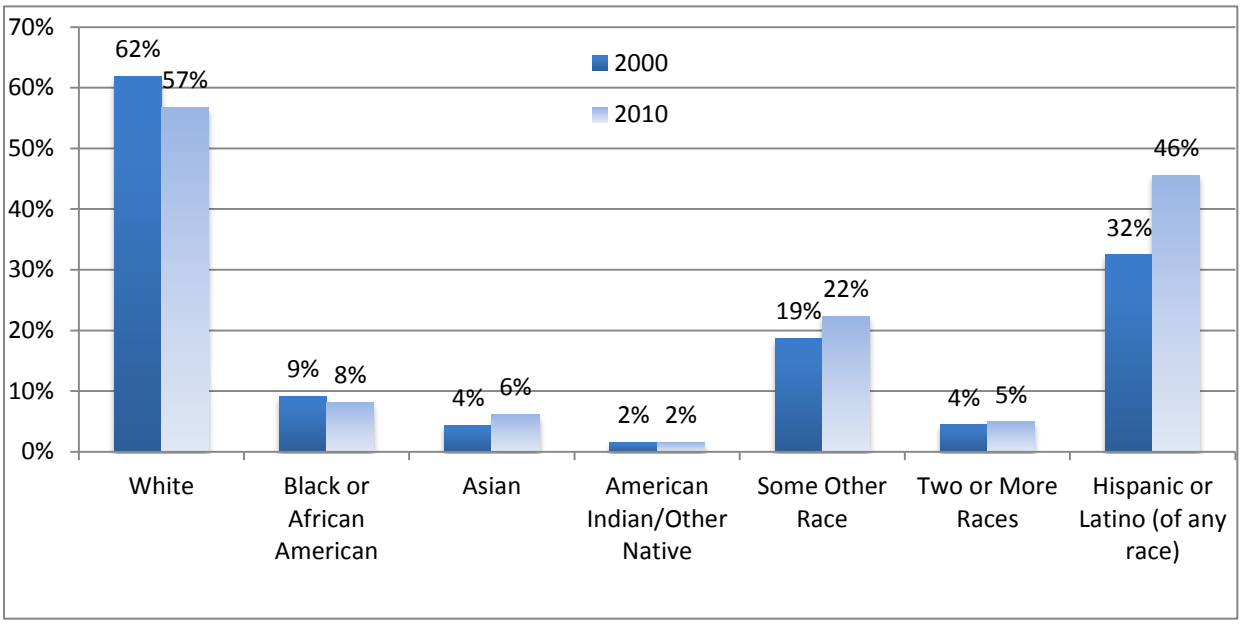
Table 8: Population by Age Groups (2000-2010)

Age Group (years)	2000		2010		Change	
	No.	%	No.	%	No.	%
Less than 5	21,736	8.8%	31,344	9.0%	9,608	44.2%
5-14	46,287	18.7%	59,466	17.1%	13,179	28.5%
15-19	20,338	8.2%	30,191	8.7%	9,853	48.4%
20-24	17,207	7.0%	25,846	7.4%	8,639	50.2%
25-34	35,523	14.4%	51,052	14.7%	15,529	43.7%
35-44	38,334	15.5%	45,972	13.2%	7,638	19.9%
45-54	29,576	12.0%	43,251	12.4%	13,675	46.2%
55-64	16,375	6.6%	31,025	8.9%	14,650	89.5%
65-74	11,217	4.5%	16,309	4.7%	5,092	45.4%
75-84	7,777	3.1%	9,190	2.6%	1,413	18.2%
85 & Older	2,687	1.1%	3,837	1.1%	1,150	42.8%
TOTAL	247,057	100%	347,483	100%	100,426	40.6%
Median Age	30.1		30.0		(0.1)	-0.3%
Source: 2000-2010, U.S. Census						

Since 1980, City and County median age has been less than the statewide median. In 1980, the state median age was 28.7 years, while the City and County median ages were 27.6 years and 27.2 years, respectively. Each of the jurisdictions has steadily increased in median age much like the rest of the nation. By 2010, the state median age was 35.2 while the City's was 30 years of age and the national median age was 37.2 years.

There has been a significant increase in the number of persons of Hispanic heritage in the City of Bakersfield over the ten years between the 2000 and 2010 Census. The diversity of the Bakersfield community is growing as a majority of races and Hispanics have increased and the City's white population has decreased.

Figure 1: Population by Race and Hispanic Heritage 2000 & 2010



2.1.b. EMPLOYMENT TRENDS

According to the California Employment Development Department (EDD), the Kern County labor force consisted of 354,200 in 2007 and 390,900 persons in 2013. This represents an annual average increase of 1.7 percent or 36,700 jobs. Farming is the largest employer in the County, followed by State and local government. The six service industries combined for 32% percent of the County labor force.

Table 9: Kern County Employment by Industry (2007 - 2013)

Industry	2007	%	2013	%
Total Farm	48,200	16%	55,900	18%
Mining, Oil & Gas Extraction, Well Drilling	10,000	3%	12,900	4%
Construction	17,400	6%	17,800	6%
Manufacturing Durable Goods	5,700	2%	5,400	2%
Manufacturing Nondurable Goods	7,800	3%	8,900	3%
Wholesale	8,000	3%	9,200	3%
Retail	30,000	10%	31,200	10%
Transportation, Warehousing & Utilities	9,700	3%	9,900	3%
Information	2,900	1%	2,500	1%
Financial, Insurance & Real Estate	8,900	3%	8,800	3%
Professional & Business Services	25,400	9%	26,800	9%
Educational & Health Services	27,800	10%	31,800	10%

Industry	2007	%	2013	%
Leisure & Hospitality	21,600	7%	23,000	7%
Other Services	7,000	2%	7,500	2%
Federal Government	9,600	3%	9,900	3%
State & Local Government	52,300	18%	49,800	16%
TOTAL	292,300	100%	311,300	100%
Source: California Employment Development Department				

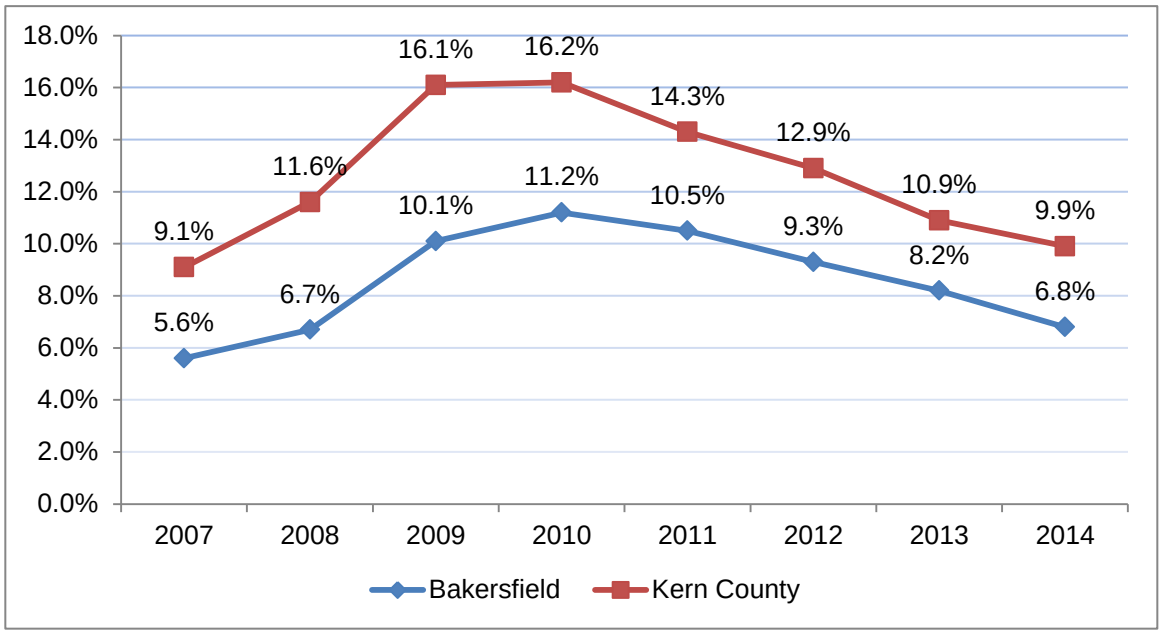
The largest employment group in Bakersfield is Educational, Health Care and Social Services (23 percent) followed by Retail, according to the U.S. Census. Farming only comprises 10 percent of the labor force in Bakersfield.

Table 10: Bakersfield Employment by Industry (2006 - 2013)

Industry	2006	Percent	2013	Percent
Agriculture, Fisheries, Oil and Gas	11,520	8%	14,929	10%
Construction	12,932	9%	8,381	6%
Manufacturing	5,725	4%	7,854	5%
Wholesale	5,522	4%	4,856	3%
Retail	15,798	11%	16,650	11%
Transportation, Warehousing and Utilities	8,804	6%	7,642	5%
Information	2,774	2%	2,104	1%
Finance, Insurance and Real Estate	8,766	6%	7,859	5%
Professional and administrative services	11,079	8%	11,726	8%
Educational, Health Care and Social Services	31,396	23%	33,019	23%
Arts, Entertainment, Hotels and Food Services	8,414	6%	12,850	9%
Other Services, Except Public Administration	8,154	6%	7,172	5%
Public Administration	7,659	6%	9,859	7%
Total Working Population	138,543	100%	144,901	100%
Source: U.S. Census Bureau, 2009-2013 5-Year American Community Survey				

According to the California EDD, there were 165,800 persons in the Bakersfield labor force in 2014, an increase of 18,300 persons from 2007. Generally, the unemployment rate has decreased since 2010 in the City and the County with the City unemployment rate consistently remaining lower than the Kern County rate. At the end of 2014, the City unemployment rate was 6.8 percent and the County rate was 9.9 percent. Bakersfield has many employment options that are dispersed at various locations throughout the City.

Figure 2: Bakersfield & Kern County Unemployment Rates (2007-2014)



Between 2007 and 2014, employment in the City of Bakersfield increased at an average of 1.5 percent per year and a total increase of 11 percent.

Table 11: Bakersfield Labor Force Trends (2007-2014)

Year	Labor Force	% Change	Employment	% Change
2007	147,500		139,200	
2008	152,600	3.5%	142,300	2.2%
2009	151,700	-0.6%	136,500	-4.1%
2010	154,800	2.0%	137,300	0.6%
2011	159,900	3.3%	143,100	4.2%
2012	165,000	3.2%	149,700	4.6%
2013	166,100	0.7%	152,600	1.9%
2014	165,800	-0.2%	154,500	1.2%

According to the U.S. Census Bureau, in 2013, 67 percent of the labor force that lived within the City actually worked there as well. A total of 94 percent of all employed persons worked in the County. A majority of Bakersfield workers are commuting alone by car (81 percent in 2013) but their commute is less than 30 minutes each way. Demonstrating an adequate amount of housing near work locations; 31 percent have a commute less than 15 minutes. 81 percent of residents commute to work alone in vehicles. Table 12 shows the amount of working Bakersfield residents who are commuting out of the City.

Table 12: Employment by Commuting Patterns (1980-2013)

Commuting Patterns	1980	1990	2000	2013
Worked in Bakersfield	70%	71%	66%	67%
Worked outside Bakersfield	30%	29%	44%	33%
Source: U.S. Census & 2009-2013 American Community Survey 5-Year Estimates				

Figure 3: Bakersfield Mode of Commuting, 2013

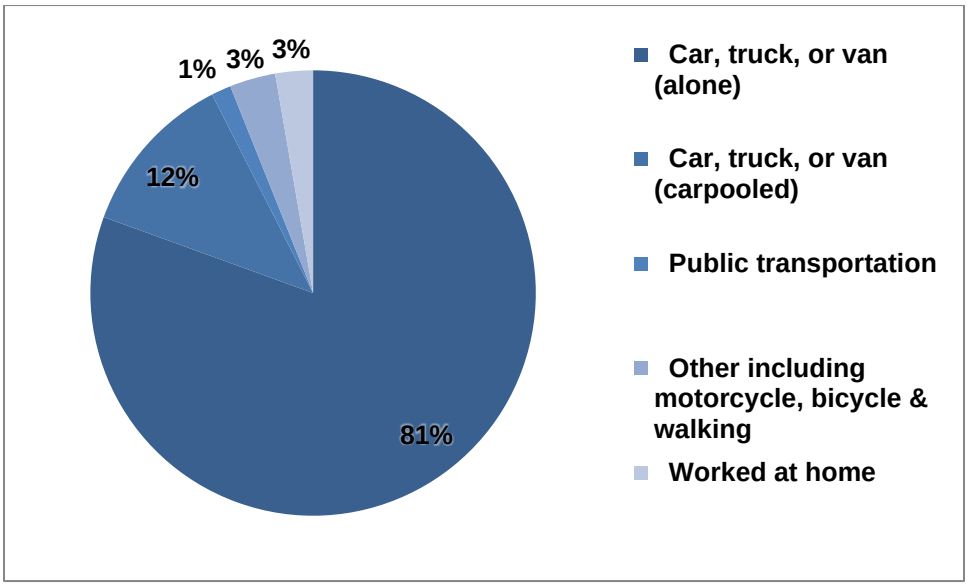


Table 13: Jobs, Housing Units, Jobs-Housing Ratio Projections, 2010 -2023

	2000	2010	2013	2023	2013 - 2023	
					Net Change	% Change
Jobs	111,588	137,700	155,203	175,200	19,997	13%
Housing Units	88,262	120,725	123,066	168,300	45,234	37%
Jobs-Housing Ratio	1.26	1.14	1.26	1.04		-17%
Source: 2000 Census, Kern COG, Kern Regional Housing Data Report						

The jobs-housing ratio monitors the balance between employment growth and housing growth. A goal of growth management is to encourage the development of housing in proximity to job growth. The strategy of balancing housing and job growth is intended to reduce the need for long commutes, and to keep living and working communities easily accessible to each other. Bakersfield has maintained a balanced ratio that has reduced vehicle miles traveled and has provided the residents with a variety of options to live that is near their place of employment.

Listed below are the top employers in the Kern County. Edwards Air Force Base is the largest employer in the County, while Kern County Government is the largest employer in the City.

Table 14: Major Employers in Kern County

Employer Name	Industry
American Honda Motor Co	Automobile-Manufacturers
Bakersfield Memorial Hospital	Hospitals
Chevron Corp	Oil Refiners-Manufacturers
County of Kern	Government
Edwards Air Force Base	Military Bases
Grimmway Farms	Farms
Kern County Super. of Schools	Schools
Kern Medical Center	Hospitals
Marko Zaninovich Inc.	Fruits & Vegetables-Growers & Shippers
Mercy Hospital Bakersfield	Hospitals
Naval Air Weapons Station - China Lake	Federal Government-National Security
Rio Tinto Minerals	Mining Companies
Robertsons Ready Mix	Concrete-Ready Mixed
San Joaquin Community Hospital	Hospitals
State Farm Insurance	Insurance
Sun Pacific	Fruits & Vegetables-Growers & Shippers
Wasco State Prison	State Govt-Correctional Institutions
Wm Bolthouse Farms Inc.	Vegetable Farms
Source: EDD America's Labor Market Information System Employer Database, 2015 1st Edition	

2.1.c. HOUSEHOLD TRENDS

In 2000, 83,445 households resided in the City of Bakersfield and that number increased by 42% in the last 13 years. Between 2000 and 2013, the City of Bakersfield added 29,842 households. Currently, there are an estimated 113,287 households. The City increased by approximately 2,296 households a year since 2000.

Table 15: Population and Household Size Projections, 2000 -2023

	2000	2010	2013	2023	2013–2023	
					Net Change	% Change
Total Population	253,562	347,483	359,221	505,100	145,879	41%
Group Quarters Population	3,813	3,395	3,638	4,100	462	13%
Household Population	249,749	344,088	355,583	501,000	145,417	41%
Households	83,445	111,132	113,287	155,900	42,613	38%
Average Household Size	2.99	3.1	3.14	3.21	0.07	2%
Sources: Kern COG, Kern Regional Housing Data Report						

Household growth rate is a factor in determining housing needs. Even during periods of fairly static population growth, there may be an increase in households due to, and in no particular order: 1) young people leaving home, 2) divorce, 3) aging of the population, 4) work related move into the area and, 5) other social activities that cause people to occupy a

new residence. Bakersfield's household growth rate averaged about 2.6% annually between 2000 and 2013, while the City's population grew about 3% a year. Since 1990, household growth has exceeded population growth. The difference between population and household growth rates has resulted in increasing household size over the years.

The City of Bakersfield average household size has consistently remained smaller than Kern County and has remained higher than the State since 2000. At the same time, the State average household size has consistently remained less than the County. For example, the City average household size was 3.10 persons per household in 2010, while the County average household size was 3.15 and the State average household size was 2.90. The average household size in the City, County and State has been increasing since 1990, indicating a need for housing units with a larger number of bedrooms or new housing for millennials still living with parents and seniors living with adult children. Foreclosures have also caused an increase in more than one family living in a household.

Figure 4: Average Household Size (1990 to 2013)

	1990	2000	2010	2013
City	2.75	2.92	3.10	3.15
County	2.92	3.03	3.15	3.21
State	2.79	2.87	2.90	2.93

In 2000, 39 percent of the households were renters in the City. From 2000 to 2013 the amount of owner occupied households decreased by 3 percent, increasing the amount of renter occupied by the same amount. It was estimated in 2013 that 21,477 households occupy a unit in an apartment building with three or more units in the structure. That represents 46 percent of the renters in the City. The remainder of renters occupies units in duplexes, single family homes, or mobile homes. 98 percent of owners occupy single family or mobile homes.

In 2000, more than half of the Bakersfield population was in a two to four person household (62 percent). The larger households (five or more persons) were the largest proportionate gainers between 2000 and 2013 with a 48 percent increase, with the bigger increase being renter occupied (73 percent).

This is a reflection of high housing costs and foreclosure rates as well as tighter lending requirements during the housing market crash of which we are still feeling the effects. At the peak of the recession, Bakersfield ranked eighth nationally in Metropolitan Foreclosure Rates with over 47,000 Notices of Default filed with the Kern County Assessor between 2007 and 2010 (compared to the 38,000 that were filed in the ten years prior to 2007). Homebuyers, young and first-time in particular, experience difficulties qualifying for loans due to credit, unemployment or underemployment, and underwriting standards, thus swelling the renter numbers. California's rate of homeownership has declined since the 2008 Great Recession, a drop of over seven percentage points since its peak year of 2006.

Table 16: Bakersfield Persons per Household Trends (2000 – 2013)

							2000-2013	
	2000	**% of Total**	**2010**	**% of Total**	**2013**	**% of Total**	**Net Change**	**% Change**
Total:	83,441		111,132		109,932			
Owner occupied:	50,502	61%	66,323	60%	63,549	58%	13,047	26%
1 person	8,420	10%	10,699	10%	10,691	10%	2,271	27%
2 - 4 persons	33,646	40%	42,676	38%	41,692	38%	8,046	24%
5+ persons	8,436	10%	12,948	12%	11,166	10%	2,730	32%
Renter occupied:	32,939	39%	44,809	40%	46,383	42%	13,444	41%
1 person	9,542	11%	11,101	10%	10,976	10%	1,434	15%
2 - 4 persons	18,322	22%	24,220	22%	26,644	24%	8,322	45%
5+ persons	5,075	6%	9,488	9%	8,763	8%	3,688	73%
Source: 2000 & 2010 Census, 2009-2013 American Community Survey 5-Year Estimates								

Currently, the City of Bakersfield has about the same percentage of renters as the County but less than the State. Since 2000, renter rates in Bakersfield have been increasing from 39.5 to 42.2, closer to the States' of 44.7 percent in 2013. In 2010, the County renter rate was 40 percent and the State renter rate was 44.1 percent, compared to 40.3 percent for the City. A large number of renters live in single family homes, a trend that has increased since the start of the Recession as foreclosed homes are bought as investment properties and more households need to rent after losing their homes. In Bakersfield, 42% of households are renters, yet 20% of the occupied housing units are multi-family.

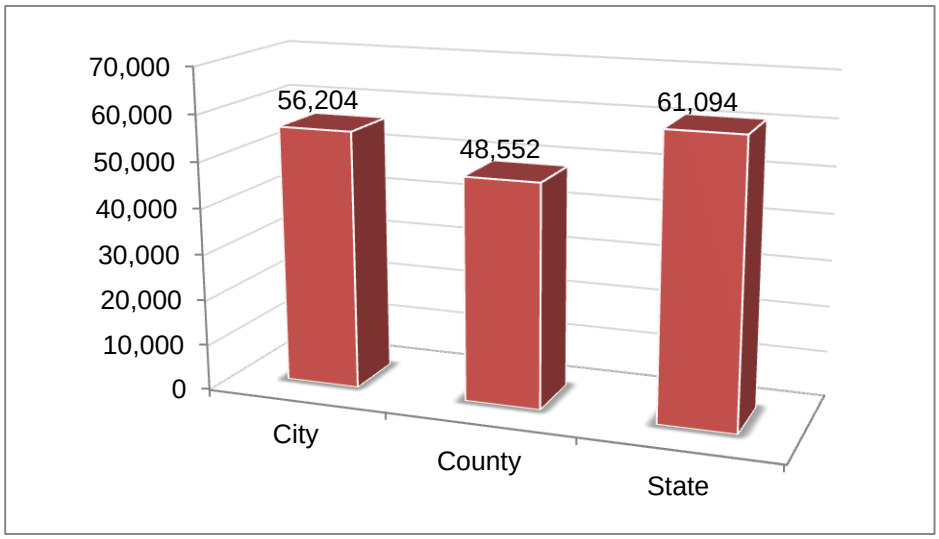
In 2000, just over 30 percent of all households in Bakersfield had incomes less than $25,000 a year. In 2013, it is estimated that this proportion has declined to 23.1 percent of all households. Households with incomes over $75,000 a year increased between 2000 and 2013. Currently, it is estimated that over 50 percent of all households in Bakersfield have incomes in excess of $50,000 a year. Since 2000, it is estimated that the median household income increased by 41 percent, from $39,723 in 2000 to $56,204 in 2013. One cause in higher household income is the increase in household size, which could increase income with more income earners in a single household.

Table 17: Households by Income (2000-2013)

Income Groups	2000		2010		2013	
	No.	%	No.	%	No.	%
Less than $10,000	9,084	10.9%	6,022	5.7%	6,816	6.2%
$10,000 to $19,999	11,844	14.2%	11,410	10.8%	12,532	11.4%
$20,000 to $24,999	5,694	6.8%	5,494	5.2%	6,046	5.5%
$25,000 to $34,999	10,274	12.3%	10,354	9.8%	9,894	9.0%
$35,000 to $49,999	13,945	16.7%	15,742	14.9%	13,742	12.5%
$50,000 to $74,999	15,717	18.8%	19,862	18.8%	20,557	18.7%
$75,000 to $99,999	8,630	10.3%	14,474	13.7%	14,621	13.3%
$100,000 or more	8,240	9.9%	22,397	21.2%	25,614	23.3%
Total Households	83,428		105,648		109,932	
Median Household Income	$39,723		$53,997		$56,204	
Source: 2000 & 2010 Census, 2009-2013 American Community Survey 5-Year Estimates						

In 2010, the median household income in Kern County was estimated to be $47,089 which is almost 14 percent lower than in the City of Bakersfield. This is consistent with the differences between the two jurisdictions at the time of the 2000 Census, which was a 13 percent difference. In 2013, the U.S. Census American Community Survey estimates that the Kern County median household income was $48,552. Bakersfield is still lower than the State overall.

Figure 5: Median Household Income Comparison (2013)



The U.S. Department of Housing and Urban Development (HUD) estimates Area Median Income (AMI) for each county in the United States. These AMI figures are used to classify households into income groups (i.e., Very-low, Low, Moderate and Above moderate). Many housing programs, such as CDBG, HOME and Low-Income Housing Tax Credit (LIHTC), utilize some form of the income groups to establish eligibility. Bakersfield uses the AMI established for Kern County. For example, the HUD AMI figure for Kern County was $52,500 in 2013 and the corresponding income groups were defined as Very-low (Less

Than $26,250), Low ($26,250-$42,000), Moderate ($42,001-$63,000) and Above-moderate (greater than $63,000).

Generally, fewer than 38 percent of all households in Bakersfield can be classified as low or very low income. Conversely, another 46 percent are considered Above Moderate Income. The smallest economic component in Bakersfield is the mid-income households approximately 16 percent are considered Moderate Income. Non-family households have lower incomes than family households.

Table 18: Households & Families by Income (2013)

Income	Kern County			Bakersfield		
	House-holds[1]	Families[2]	Non-family[3]	House-holds	Families	Non-family
Total	255,271	191,608	63,663	109,932	81,648	28,284
Less than $10,000	6.9%	6.5%	11.5%	6.2%	6.0%	9.9%
$10,000 to $14,999	7.0%	5.0%	14.9%	5.8%	4.3%	11.3%
$15,000 to $24,999	12.4%	11.8%	16.2%	11.1%	10.0%	16.0%
$25,000 to $34,999	11.4%	11.2%	11.8%	9.0%	9.1%	10.1%
$35,000 to $49,999	13.4%	13.1%	13.3%	12.5%	11.7%	14.3%
$50,000 to $74,999	17.9%	18.1%	15.7%	18.7%	18.3%	18.4%
$75,000 or more	31.1%	34.4%	16.7%	36.6%	40.6%	20.1%
Median Income	$48,552	$52,618	$31,044	$56,204	$61,188	$37,497

Source: 2009-2013 American Community Survey 5-Year Estimates

[1]A household includes the related family members and all the unrelated people, if any, such as lodgers, foster children, wards, or employees who share the housing unit.
[2]A family household is a household maintained by a householder who is in a family and includes any unrelated people who may be residing there.
[3]A nonfamily household consists of a householder living alone (a one-person household) or where the householder shares the home exclusively with people to whom he/she is not related.

2.1.d. EXTREMELY LOW INCOME HOUSEHOLDS

Extremely low income is defined as households earning less than 30 percent of Area Median Income (AMI). In 2013, a four-person household with extremely low income earns less than $17,200 annually. Households with extremely low income have a variety of housing needs. It is not uncommon for households receiving public assistance to be considered extremely low income. Approximately 15 percent of family households are considered extremely low income and 29 percent of non-family households.
According to HUD's Comprehensive Housing Affordability Strategy (CHAS) data, 10,385 households in Bakersfield are considered to be extremely low income and have a housing cost burden greater than 30% of household income as of 2011. As depicted in Table 19, some households experience high levels of housing problems and paying more than 50 percent of their income towards housing costs. Overpayment was higher among renter than owner households.

HAMFI – This acronym stands for HUD Area Median Family Income. This is the median family income calculated by HUD for each jurisdiction, in order to determine Fair Market

Rents (FMRs) and income limits for HUD programs. HAMFI will not necessarily be the same as other calculations of median incomes (such as a simple Census number), due to a series of adjustments that are made (For full documentation of these adjustments, consult the HUD Income Limit Briefing Materials). If you see the terms "area median income" (AMI) or "median family income" (MFI) used in the CHAS, assume it refers to HAMFI.

Table 19: Housing Problems for All Households (2011)

Cost Burden	Owners	Renters	Total
Household Income <= 30% HAMFI	2,450	7,935	10,385
Household has 1 of 4 Housing Problems	84%	86%	86%
Cost burden > 30%	82%	84%	84%
Cost burden > 50%	72%	78%	77%
Household Income >30% to <=50% HAMFI	3,770	6,595	10,365
Household has 1 of 4 Housing Problems	74%	89%	84%
Cost burden > 30%	74%	88%	83%
Cost burden > 50%	55%	56%	56%
Household Income >50% to <=80% HAMFI	7,200	8,275	15,475
Household has 1 of 4 Housing Problems	71%	81%	76%
Cost burden > 30%	67%	72%	70%
Cost burden > 50%	40%	18%	28%
Household Income >80% to <=100% HAMFI	5,175	4,700	9,875
Household has 1 of 4 Housing Problems	64%	55%	59%
Cost burden > 30%	57%	45%	51%
Cost burden > 50%	22%	6%	14%
Household Income >100% HAMFI	44,540	16,455	60,995
Household has 1 of 4 Housing Problems	28%	18%	25%
Cost burden > 30%	26%	10%	21%
Cost burden > 50%	4%	1%	3%
Source: HUD - Comprehensive Housing Affordability Strategy (CHAS) data			

In Table 19, the four housing problems are: incomplete kitchen facilities; incomplete plumbing facilities; more than 1 person per room; and cost burden greater than 30%. Housing problems are considered severe if the cost burden is greater than 50%. Cost burden is the ratio of housing costs to household income. For renters, housing cost is gross rent plus utilities. For owners, housing cost includes mortgage payment, utilities, association fees, insurance and real estate taxes.

To calculate existing housing needs, the City assumed that 50 percent of its very-low income regional housing need is extremely low income. The City was allocated a total very-low income housing need of 6,626 units. Assuming 50 percent of this need is for housing targeting extremely low income households, there is a need for 3,313 units in the City targeting households with extremely low incomes. Many extremely low income households will be seeking rental housing and are most likely to face overpayment, overcrowding, or substandard housing. Some extremely low income households may also have mental or physical disabilities. Extremely low income households are also considered to be at-risk of homelessness.

To address the needs of extremely low income households, the City will continue to promote a variety of housing types, including single-room occupancy units (SRO's) and supportive housing. Additionally, the Housing Authority of the County of Kern (HACK) will continue to acquire Housing Choice Vouchers to both preserve public housing opportunities and to allocate to extremely low income households. Single-room occupancy units are allowed in the Commercial Center and R-4 zoning districts by right. The City has no specific zoning standards for single-room occupancy units, thus there are no constraints in this district to constructing SRO units. SRO buildings have to meet the same requirements as other commercial and multi-family buildings. The height of the building cannot exceed 180 feet and there are no minimum setbacks.

2.1.e. SPECIAL NEEDS

There are segments of the community that need special consideration with regards to housing. For the purposes of this Housing Element, special needs groups are defined as elderly, disabled including developmental disabled, large families, single-parent households, farmworkers, and homeless persons and families. The housing need and assistance for this segment of the Bakersfield population is addressed with affordable housing programs such as the Low Income Housing Program, HUD's Supportive Housing Program, the HUD Section 8 Program, the Multifamily Housing Program (MHP), and the MHP Supportive Housing Program. Supportive housing and transitional housing is allowed and encouraged in zoning that allows for medium and high density multifamily housing and is subject to the same considerations as all multifamily housing.

2.1. e. (1) Elderly

Elderly households may live in housing that costs too much or live in housing that does not accommodate specific needs for assistance. In this case, an elderly household may have difficulties staying in their home community or near family. The purpose of this section is to determine the housing needs for all social, economic and physical characteristics of the elderly community. The senior population of Bakersfield is defined as persons over the age of 65 years.

In 2000, there were 21,681 seniors, which represented 8.8 percent of the total population in the City. Between 2000 and 2010, the senior population increased at 3.4 percent annually, on average, less than the rate of general population growth. Prior to 2000, the senior population growth rate has exceeded the City's general population growth rate.

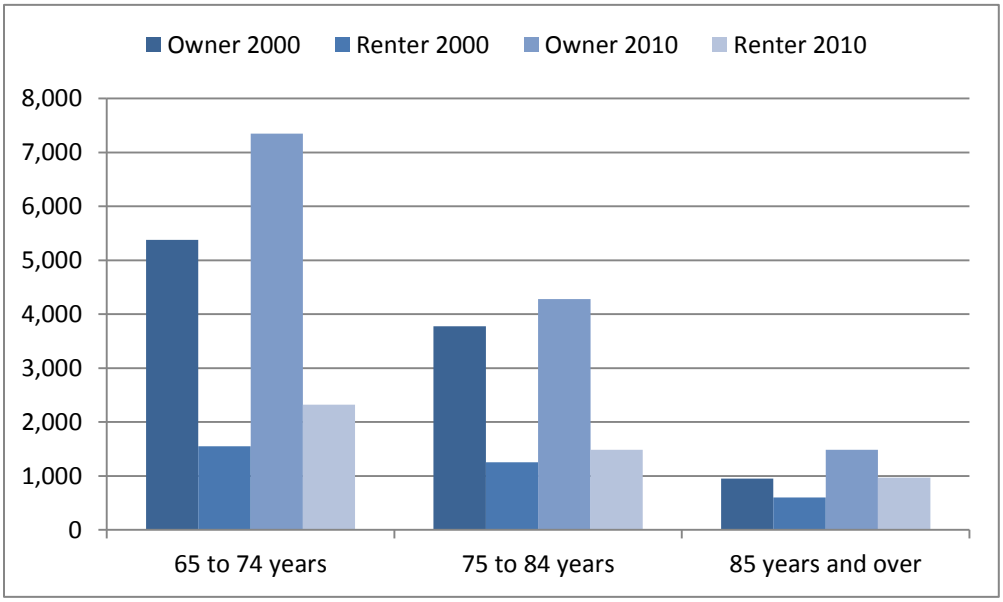
Table 20: Senior Population Trends (65+)

Year	Number	Change	%Change	Annual % Change
1980	9,726			
1990	14,173	4,447	46%	4.3%
2000	21,681	7,508	53%	4.8%
2010	29,336	7,655	35%	3.4%
Source: 1980 - 2010 Census				

In the 2010 Census there were 17,893 senior households estimated in the City, constituting 16.1 percent of the total City households. Comparatively, 16.2 percent of the City's households were 65 plus in 2000. In 2013, the percent of senior households decreased to 15.6 percent, while the County's and State's proportion of senior households was 18.1 percent and 20.5 percent, respectively. Most likely, the demand for senior housing options will increase as the baby boom generation ages.

In 2010, 35.1 percent of the senior households were renters, a 9.9 percent increase from 2000. In the State, 27.1 percent of senior households were renters and 23 percent were renters in Kern County. Change in the proportion of senior renters is dependent on the quantity of housing options and the propensity to convert from ownership. In 2013, the proportion of senior renters had decreased to 24.4 percent or 4,189 households.

Figure 6: Senior Households by Tenure (2000-2010)



In the 2010 Census, a majority of the senior population (53 percent) live in family households, which are defined as a householder living with one or more persons related by birth, marriage or adoption. The remainder of the senior population is in non-family households (42 percent) or group quarters (5 percent). Non-family households are persons living alone or with non-relatives only. Most seniors in group quarters are institutionalized in skilled nursing, intermediate care or congregate care facilities while 22 percent are in non-institutionalized group quarters. More seniors are living in family households, which increased by 5% between 2000 and 2010. Also, more seniors are living in non-institutional group quarters, as showing Table 22.

Table 21: Seniors by Household Type (2000-2010)

Household Status	2000		2010	
	No.	Percent	No.	Percent
In Family Households	7,126	48%	9,975	53%
In Non-Family Households	6,388	43%	7,918	42%
In Group Quarters	1,324	9%	939	5%
Total	14,838		18,832	
Source: U.S. Census				

Table 22: Senior Group Quarters Population (2000 - 2010)

Type	2000		2010	
	No.	Percent	No.	Percent
Institutionalized	1,130	84%	735	78%
Noninstitutionalized	220	16%	204	22%
Total	1,350		939	
Source: U.S. Census				

In 2000, 27 percent of all senior citizen households (with the householder age 65 plus) had incomes below $15,000. By the time of the 2010 Census that percentage declined to 18 percent and actual numbers declined as well. The greatest gains were in the upper incomes. In 2000, 24 percent of all senior households had annual incomes over $50,000. At the time of the 2010 Census that income category increased to 39 percent and in 2013 it is estimated 42 percent of seniors have incomes over $50,000. Over 5,700 senior households are considered Above Moderate Income. The larger portions of senior households are either very low income or above moderate showing a greater discrepancy in incomes.

Table 23: Senior Households by Income (2000-2013)

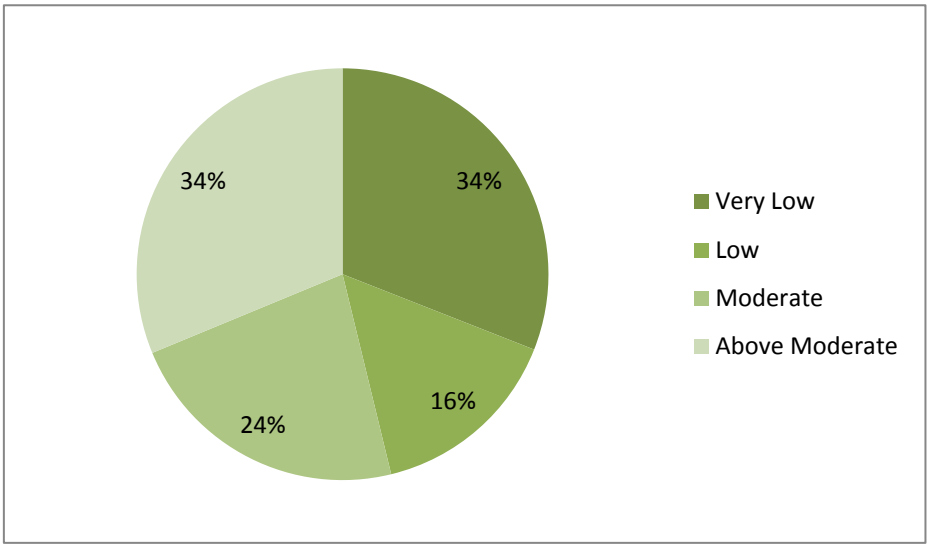
Income Range	2000		2010		2013	
	No.	%	No.	%	No.	%
Total	13,591		16,120		17,153	
Less than $10,000	1,894	14%	1,154	7%	1,055	6%
$10,000 to $14,999	1,804	13%	1,779	11%	1,618	9%
$15,000 to $24,999	2,848	21%	2,681	17%	2,827	16%
$25,000 to $34,999	1,912	14%	1,669	10%	1,970	11%
$35,000 to $49,999	1,899	14%	2,617	16%	2364	14%
$50,000 to $74,999	1,610	12%	2,685	17%	2,925	17%
$75,000 to $99,999	834	6%	1,607	10%	1,762	10%
$100,000 or more	790	6%	1,928	12%	2,632	15%
Median Income	$26,532		$38,658		$42,093	
Source: Census 2000 Summary File 3, American Community Survey 5-Year Estimates						

Eligibility for federal programs is based on the median income of the county in which the project or program is located. In this case, eligibility will be based on the HUD Median Income of $52,500. Using that as the basis:

- Very Low Income households have annual incomes less than $26,250 – they represent 34 percent of all senior households.
- Low Income households have incomes between $26,251 and $42,000 – they represent 16 percent of all senior households.
- Moderate Income households have annual incomes between $42,001 and $63,000 – 24 percent of senior households meet that criteria.
- Senior households with incomes classified as Above Moderate Income represent 34 percent of all senior households.

It should be noted that the median senior household income of $42,093 is 26 percent lower than the City-wide median of $56,204. This difference puts the lower-income senior households at a significant disadvantage when considering market rate housing choices since general households have the ability to pay higher housing prices and rents, which then leads to increasing housing prices and rents.

Figure 7: Senior Households by Income Group (2013)



An important statistic to measure the affordability of housing in the City of Bakersfield is 'overpayment'. Overpayment is defined as monthly shelter costs in excess of 30 percent of a household's gross income.

According to 2013 Census estimates, 62.5 percent of the senior renter households were in overpayment situations and 29.5 percent of senior owner households were overpaying for shelter in Bakersfield. These senior households are cost burdened and would benefit from publicly assisted housing or other types of public assistance. In California, 59.8 percent of the senior renters and 34 percent of owner households overpay for shelter. In Kern County, 54.9 percent of the senior renters and 28.1 percent of the senior owners overpay for shelter.

Table 24: Senior Households by Shelter Payment (2013)

Percent of Income to Shelter	Senior Renters		Senior Owners	
	No.	%	No.	%
Less than 20%	618	15%	6,736	52%
20 to 24.9 %	317	8%	1,344	10%
25 to 29.9 %	345	8%	1,142	9%
30 to 34.9 %	393	9%	937	7%
35 % or more	2,307	55%	2,712	21%
Not computed	209	5%	93	1%
Total	4,189		12,964	
Source: 2009-2013 American Community Survey 5-Year Estimates				

Over 42 percent of seniors in Bakersfield are living with one or more type of disability. According to the 2013 Census estimates, 66.7 percent of seniors in Bakersfield did not have self-care or independent living disabilities. This proportion does not include seniors in skilled nursing or other related facilities. The most common disability found among seniors was an ambulatory disability. Senior individuals with self-care and independent living disabilities represented 28.9 percent and may need some type of assisted living or residential care facility.

Table 25: Seniors with Disabilities (2013)

Type of Disability	No.	%
With a hearing difficulty	5,266	17.7%
With a vision difficulty	2,686	9.0%
With a cognitive difficulty	3,369	11.3%
With an ambulatory difficulty	8,556	28.7%
With a self-care difficulty	3,241	10.9%
With an independent living difficulty	5,371	18.0%
Total Seniors with Disabilities	12,705	42.7%
Source: 2009-2013 American Community Survey 5-Year Estimates		

There are several types of services and facilities available for senior citizens, including:

- Subsidized/Public Housing: Bakersfield has six subsidized independent living housing complexes specifically targeted for seniors. These are: Park Place Senior Apartments (80 units), Pinewood Glen Retirement Community (99 units), Village Park Senior Apartments (60 units), the Plaza Towers and Annex (200 units), Sunny Lane Village (40 units), and Saint John's Manor (79 units). These complexes contain 558 housing units.

- Licensed Residential Care Facilities: According to the California Department of Social Services, there are 123 licensed residential care facilities for the elderly located in Bakersfield. These facilities have a total capacity of 1,950 beds.

- Adult Day Care: Another care option for seniors is the use of adult day care facilities. In the City, there are 26 facilities that provide this service with a capacity for 1,881 persons.

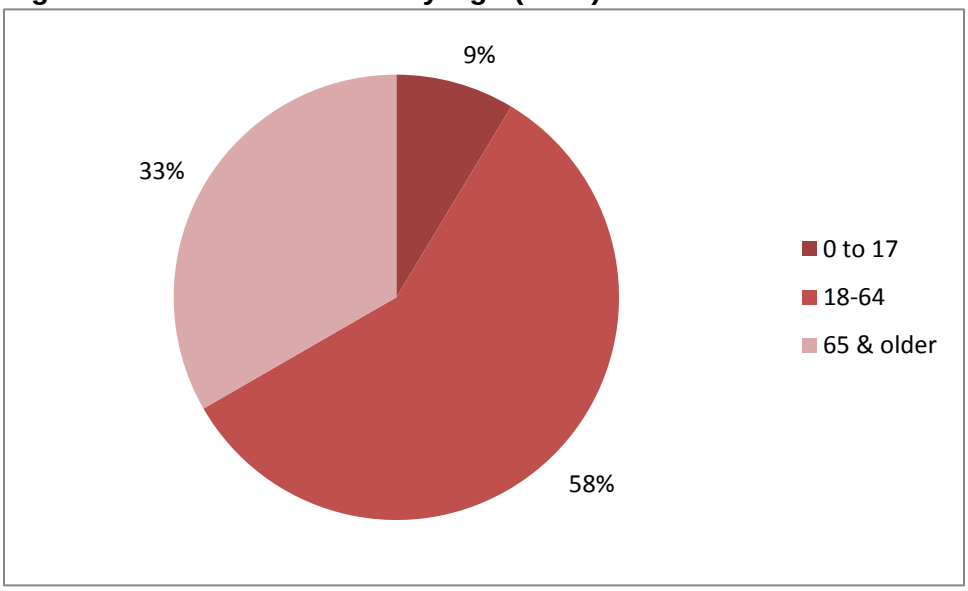
2.1.e (2) Persons with Disabilities

Three types of disabled persons are considered as having special housing needs: physically, mentally, and developmentally disabled. Each type is unique and requires specific attention in terms of access to housing, employment, social services, medical services and accessibility within housing.

According In 2013, a total of 38,121 persons with a disability lived in the City (excluding persons in group quarters), which was 10.6% percent of the City's total population. Of these, 58 percent or 22,125 persons were between the ages of 18 and 64 and 12,705 were 65 years of age or older. In 2013, 14 percent of persons 16 years of age or older lived with a disability.

Having a disability negatively impacts a person's ability to work and earn money. Among persons with disabilities in Bakersfield aged 18 to 64, approximately 32.9 percent of persons lived in households with incomes below the federal poverty level, compared to only 16.4 percent for persons with no disability.

Figure 8: Disabled Persons by Age (2013)



The 2013 U.S. Census estimates that 20.2 percent of the persons in the City between the ages of 16 and older have a work disability and might need some form of housing assistance.

Table 26: Disabled Persons by Age and Work Disability Status (2013)

Civilian Noninstitutionalized Population	Total	With a Disability	No Disability
Population Age 16 and Over	255,101	35,526	219,575
EMPLOYMENT STATUS			
Employed	56.80%	20.20%	62.70%
Not in Labor Force	35.30%	74.00%	29.00%
Employed Population Age 16 & Over	144,901	7,173	137,728
Source: 2009-2013 American Community Survey 5-Year Estimates			

The City of Bakersfield also has persons with developmental disabilities. A "developmental disability" is defined as a disability that originates before an individual becomes 18 years old, continues, or can be expected to continue, indefinitely, and constitutes a substantial disability for that individual. This includes Mental Retardation, Cerebral Palsy, Epilepsy, and Autism. According to the California Department of Developmental Services (DDS), the City of Bakersfield has approximately 4,985 persons with developmental disabilities. Approximately 90% live in a home of a parent, family or guardian and 43% are currently under the age of 18. There is a need for affordable and accessible homes to expand opportunities for persons with developmental disabilities, including access to various types of supported living services is critical for persons with developmental disabilities.

Table 27: Developmental Disabilities by Zip Code and Residence Type

ZIP	Home of Parent/ Family/ Guardian	Independent/ Supported Living	Community Care Facility	Intermediate Care Facility	Foster/ Family Home	Other
93301	62	42	12	0	<10	<10
93304	352	83	26	<10	12	<10
93305	275	50	0	<10	<10	13
93306	454	54	63	15	20	<10
93307	685	101	17	<10	29	<10
93308	325	143	24	0	<10	<10
93309	385	122	130	53	25	<10
93311	262	<10	22	11	15	<10
93312	338	14	56	19	29	<10
93313	348	10	36	0	28	<10
93314	120	<10	13	0	16	0
Total	**3,606**	**>619**	**399**	**>98**	**>174**	**>13**
Source: Kern Regional Housing Data Report, Oct. 2014						

Kern Regional Center is one of 21 private, nonprofit regional centers contracted by the State of California through the Department of Developmental Services (DDS) to coordinate community-based services and support for individuals with developmental disabilities and their families. According to the Kern Regional Center there are currently 56 residential facilities for the developmentally disabled in the City of Bakersfield.

According to the California Department of Social Services, there are 107 Adult Residential Facilities with a total capacity of 767 persons and there are a total of 26 adult day care facilities with a total capacity of 1,881 persons in Kern County serving mentally, developmentally and physically disabled persons.

Kern County Mental Health completed a housing inventory in June 2012 that summarizes existing housing facilities and programs of Kern County Mental Health consumers. Individuals (and their families) with mental disabilities, are physically handicapped, developmentally disabled or mentally ill and/or have substance abuse disorders and live in a wide array of housing situations in Kern County. While the majority, use regular community housing, a significant portion reside in supervised or semi-supervised settings. Still others are homeless or living in temporary or transitional housing with or without mental health assistance. Many Bakersfield residents requiring long term care are at facilities outside of the City or County.

Table 28: Bakersfield Housing for the Disabled

Type of Residential Facility	Beds
Long Term Care for severely, chronically mentally ill	44
Licensed Residential Care Homes	399
Un-Licensed Residential Care Homes	200
State Licensed or Certified Residential Alcohol/Drug Treatment	354
Certified Sober Living Environments	394
Non-Certified Sober Living Environments	415
Adolescent Residential Treatment Programs	6
Juvenile Justice Residential Programs	288
Project-Based Permanent Supportive Housing Programs	193 units
Source: Kern County Mental Health, June 2012	

The need for supportive housing is one of the most important issues related to disabled persons. The Kern County Mental Health System of Care (Adult Services Department) helps persons that are diagnosed as mentally ill find housing. Homeless mentally ill persons are referred to the Kern Linkage Program. A total of 7,470 consumers are served by Kern County Mental Health in the Bakersfield City geographic service area, approximately 2 percent of the population. About two-thirds of the consumers in this area are adults (67.1%) and 32.9% are children under 18 years of age.

The living arrangements of adult consumers in Bakersfield consists' of 69.2% living in a house or apartment. In some cases, consumers live in a house or apartment that provides supervision and/or support (14.8%). Small percentages of consumers are living in group quarters, in a rehabilitation or sober living facility, in a correctional facility or other institution, or in some kind of transitional housing. Just over 2% of consumers are homeless.

The Mental Health Services Act (MHSA) was passed in California in 2004. As part of the MHSA, $75 million per year will be allocated to finance the costs associated with development, acquisition, construction and rehabilitation of permanent “supportive” housing

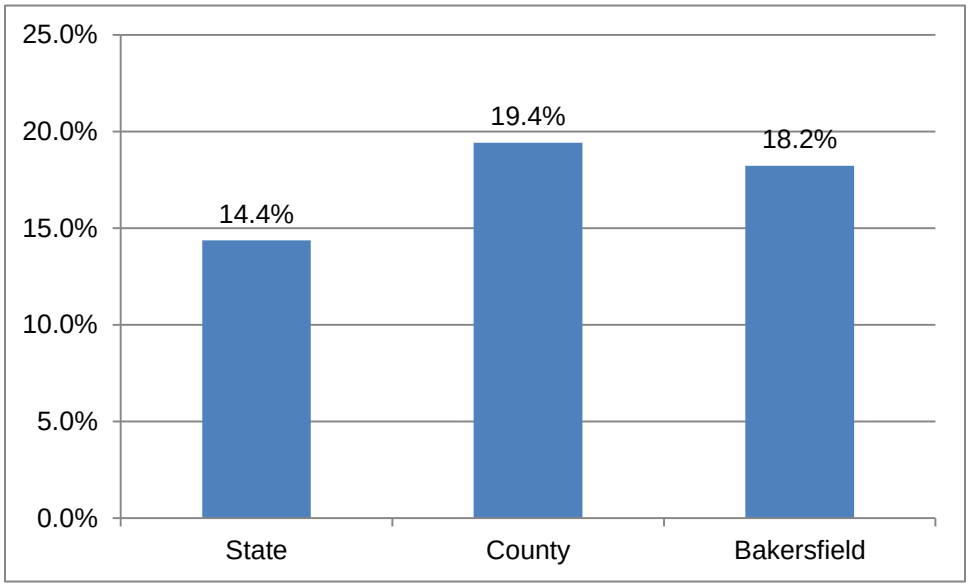
for mental health consumers. Supportive housing describes housing that places no limits on a consumer's length of stay, and is linked to on-site or off-site services. The MHSA will also make available an additional $40 million per year in operating subsidies. The mandate of the MHSA Housing program is to provide permanent housing and supportive services for individuals with serious mental illness who are homeless and those who face the possibility of homelessness. Mental Health Services Act funds were used to develop two housing projects in Bakersfield; Haven Cottages and the Residences at West Columbus.

The City imposes no undue constraints to the development of supportive housing and transitional housing and treats these types of housing as multifamily housing, allowed by right in all districts where multifamily housing is allowed. However, the City's Zoning Ordinance does not expressly identify transitional and supportive housing as specifically permitted uses in multifamily zones. A program is included in this Housing Element to amend the Zoning Ordinance to specifically identify transitional and supportive housing as permitted uses in multifamily zoning districts.

2.1.e (3) Large Families

For the purposes of this section, a large family is defined as a household consisting of five or more persons. In some cases, the needs of larger families are not targeted in the housing market, especially in the multifamily market. This sub-section explores the availability of larger housing units in Bakersfield. Below is a figure comparing the percent of the households that consisted of five or more persons in each jurisdiction.

Figure 9: Large Family Comparison (2013)



In the City, the proportion of five or more person households has been increasing over time. For example, 13.2 percent (8,234 households) included persons that reside in five or more person households in 1990 and 16.2 percent (13,511 households) reside in five or more person households in 2000. In 2010, 20.2 percent, 22,436 households included five or more persons.

Between 2000 and 2013, the City of Bakersfield experienced an increase of 6,418 large family households while 33,035 three or more bedroom housing units were built during the same time period. There was a decrease of housing units with no bedrooms (47%) and one bedroom (15%), while housing units with four bedrooms increased by 116 percent and 5 or more bedrooms by 262 percent, meeting the need for larger family units. This decrease in small unit supply caused those individuals to be part of larger households.

Overcrowding is defined by the Census as more than one person per room living in a housing unit. Generally, a room is defined as living room, dining room, kitchen, bedroom(s) and finished recreation room. The median number of rooms in a housing unit in 2013 was 5.4, where in 2000 it was 5.1.

In 2013, 6.9 percent of the households in the City were considered overcrowded, where in 2000 that percentage was 11.7 percent. The 2013 number represents 7,579 overcrowded units. As with bedrooms, the number of rooms per housing unit has increased significantly, as shown in Table 28, meeting the needs of larger households and families.

Table 29: Housing Units by Number of Rooms

ROOMS	2000	2013	Net Change	% Change
Total housing units	88,189	118,474	30,285	34%
1 room	2,495	1,895	-600	-24%
2 rooms	5,678	2,133	-3,545	-62%
3 rooms	10,064	8,564	-1,500	-15%
4 rooms	13,730	20,006	6,276	46%
5 rooms	20,347	30,249	9,902	49%
6 rooms	17,842	26,223	8,381	47%
7 rooms	9,959	14,990	5,031	51%
8 rooms	5,100	8,363	3,263	64%
9 rooms or more	2,974	6,051	3,077	103%
Median rooms	5.1	5.4		
Source: 2000 Census, 2009-2013 American Community Survey 5-Year Estimates				

Approximately 4,856 renter households and 2,723 owner households were overcrowded in 2013. Bakersfield has accommodated the overall increase in household size with the construction of larger housing units. However, affordability is still an issue where individuals, seniors and young adults are living in large households rather than on their own. Overcrowding is still a concern but Bakersfield has addressed the issue by constructing larger housing units. For example, a total of 1,712 seven or more person renter households resided in the City in 2013 and 4,713 four or more bedroom renter units. By comparison, in 2000, there were only 988 four or more bedroom rental units in the City, an increase of 386 percent. At the same time, there were 23,133 owner occupied housing units with four or more bedrooms and only 4,734 owner households with six or more persons.

Table 30: Overcrowding – Bakersfield Households (2013)

Occupancy	Households	Percent	
Owner occupied:	63,549		
1.00 or less occupants per room	60,826	55.3%	
1.01 to 1.50 occupants per room	2,324	2.1%	Overcrowded
1.51 or more occupants per room	399	0.4%	Severely Overcrowded
Renter occupied:	46,383		
1.00 or less occupants per room	41,527	37.8%	
1.01 to 1.50 occupants per room	3,233	2.9%	Overcrowded
1.51 or more occupants per room	1,623	1.5%	Severely Overcrowded
Total Households:	109,932		
Source: 2009-2013 American Community Survey 5-Year Estimates			

As shown in Table 16, the number of large households has been increasing in Bakersfield and consequently demand will increase for larger homes with more bedrooms. Although the supply of larger housing units has met the demand in the past, overcrowding is increasing and occurring in the larger households. Bakersfield will continue to offer a balance of bedroom types through the encouragement of many rental sizes and ownership programs. Offering affordable 1-2 person units may also help with overcrowding, allowing seniors and adult children to move out of overcrowded households.

2.1.e (4) Farmworkers

Farmworkers are persons that traditionally earn incomes through permanent or seasonal agricultural labor. Permanent farm laborers work in the field, processing plants, or support activities on a generally year-round basis. Agriculture workers earn their income primarily through permanent or seasonal agricultural labor. For some crops, farms may hire migrant workers, whose travel prevents them from returning to their primary residence every evening. Determining the true size of the agricultural labor force is problematic. For instance, the government agencies that track farm labor do not consistently define farmworkers (e.g., field laborers versus workers in processing plants) length of employment (e.g., permanent or seasonal), or place of work (e.g., the location of the business or field).

In 2013, six percent of employed persons in Bakersfield worked in “farming, fishing and forestry.” This represents 7,625 persons of which many could be employed in “forestry” positions with the Bureau of Land Management, State Department of Conservation, Fish and Wildlife, the California Farm Labor Contractor Associates – all located in Bakersfield. According to the Labor Market Division of the State Employment Development Department, there were 55,900 farm jobs in Kern County in 2013. This represents 18 percent of the total jobs in the County. The California Employment Development Department (EDD) maintains annual statistics on the number of agricultural jobs reported by employers throughout the County. The 2013 estimated employment was 29,840 workers employed as farm workers and laborers for crop, nursery, and greenhouse work. Average hourly wages for this group in 2013 for the County was $8.95 per hour. This annual salary based on the assumption of a 40-hour work week ($18,630) is considered to be extremely low-income.

Although there are agricultural operations within the City's Sphere of Influence, agriculture land proposed for annexation to the City, is typically pre-zoned to some other non-agriculture use. Since farming in the Kern County area is a year-round industry, most farmworkers tend to live near the areas in which they work, and most of the farming activities occur outside the Bakersfield City limits. According to the 2012 USDA Census of Agriculture, Kern County had 34,501 farm workers and 7,438 migrant workers. In 2013, there were 6,829 vacant housing units in Kern County that are for seasonal, recreational, or occasional use and 105 vacant housing units for migrant workers.

Table 31: 2012 Kern County Hired Farm Labor & Payroll (2012)

Total Farms	1,004
Total Workers	34,501
Total Payroll ($1,000)	463,843
Farms with 1 – 9 workers	721
Workers	2,244
Farms with 10 or more workers	283
Workers	32,257
Workers – worked 150 days or more:	
Farms	737
Workers	16,235
Workers – worked less than 150 days:	
Farms	592
Workers	18,266
Reported only workers working 150 days or more:	
Farms	412
Workers	3,556
Payroll ($1,000)	111,414
Reported only workers working less than 150 days:	
Farms	267
Workers	2,038
Payroll ($1,000)	12,845
Reports both - workers working 150 days or more & less than 150 days:	
Farms	325
Workers – 150 days or more	12,679
Workers – less than 150 days	16,228
Payroll ($1,000)	339,583
Total migrant workers:	
Farms	113
Workers	7,438
Migrant farm labor on farms with hired labor:	
Farms	103
Workers	6,896
Migrant farm labor on farms reporting only contract labor:	
Farms	10
Workers	542
Unpaid workers:	

Farms	631
Workers	1,447
Source: USDA, 2012 Census of Agriculture	

Farmworkers, along with other low income occupations, who are full-time City residents, need permanent affordable housing. The City of Bakersfield has two projects with a total of 85 units that target farmworkers, Ruben J. Blunt Village and Greenfield Homes. Both housing projects are comprised of large two, three and four-bedroom single family units targeting low income farmworkers. All additional farmworker housing in the County is located in the communities of Arvin, Delano, Lamont and Shafter.

The City of Bakersfield welcomes the development of farmworker housing in any zone that permits the type of housing being built (i.e., multifamily or single family) without any special conditions as the result of it being for farmworkers. Additionally, farmworker housing is explicitly permitted in Agricultural zones and the city complies with the provisions of California Health and Safety Code Sections 17021.5 and 17021.6. The City is committed to permitting farm labor housing in any residential zone that accommodates the type of housing being planned. They will assist HACK, or any other sponsor, to develop farmworker housing.

THE FOLLOWING DATA WAS EXCERPTED FROM THE KERN COUNTY HOUSING ELEMENT APPROVED BY THE STATE IN SEPTEMBER 2008 AND PROVIDES A COMPLETE ANALYSIS OF FARM WORKER HOUSING IN THE COUNTY, WHICH COVERS THE CITY OF BAKERSFIELD.

Historically, many migrant agricultural workers resided in farm labor camps throughout the County. However, similar to others areas throughout the state, many farm operators have shifted away from hiring their own workers and instead use farm labor contractors to provide needed agricultural labor, particularly for migrant seasonal labor. The farm operators are thus not directly involved with employing their workforce and have also removed themselves from providing housing for the workers, which is typically economically unfavorable. Kern County's Environmental Health Services Department is responsible for monitoring the privately owned farm camps. Table 17 identifies the 13 camps, 9 of which are year-round camps and 4 of which are seasonal. The seasonal housing operates from July through October. These camps provide housing for a total of 399 employees.

Table 32: Privately Owned Farm Employee Housing Facilities (KC Table 17)

Name	***No. of Employees***	***Months Occupied per Year***
Belridge Drilling	*27*	*12*
Wheeler Farms Headquarters	*5*	*12*
Cauzza Brothers – Home Ranch	*7*	*12*
GV Camp 10A	*60*	*4*
GV Camp 10B	*60*	*4*
GV Camp 23B	*100*	*4*
GV Camp 37	*72*	*4*

Name	***No. of Employees***	***Months Occupied per Year***
Sunfield Farms	*5*	*12*
Bonanza Farm II	*16*	*12*
Opal Fry and Son	*19*	*12*
Belridge Main Ranch	*17*	*12*
Shop 27	*5*	*12*
Wheeler Farms	*6*	*12*
Total	*399*	
Source: Kern County Environmental Health Services Department, 2007		

In addition to privately owned farm labor housing, HACK operates and owns farmworker housing in the San Joaquin Valley area of the County. HACK operates both year-round and seasonal housing, as shown below in Table 18. There are three main factors to consider when dealing with the special housing needs of agriculture workers: limited incomes, overcrowding, and substandard housing conditions. Agriculture workers tend to earn very low incomes which force them to live in substandard and overcrowded housing. Table 18 provides a list of farmworker housing throughout Kern County. These sites provide anywhere from one to four bedroom units.

For the majority of agricultural workers in the County who are full-time residents, their housing needs are best met through the provision of permanent affordable housing. The County is actively involved in the provision of permanent housing suitable for farmworkers and has several self-help housing developments targeted to farmworkers. The County has established the provision of larger unites (3+ bedrooms) as a high priority to address the needs of farmworkers and continues to provide funding support for affordable projects for large families.

Table 33: Farmworker Housing/Migrant Labor Centers (KC Table 18)

Name	***Location***	***Number of Units***
USDA International Village	*Delano*	*54*
USDA Sun Garden	*Arvin*	*50*
USDA Shafter	*Shafter*	*100*
USDA Ruben J. Blunt Village	*Bakersfield*	*50*
USDA H.R. Olson	*Lamont*	*50*
Rancho Algodon	*Delano*	*62*
USDA Cases del Valle	*Delano*	*35*
Greenfield Homes	*Bakersfield*	*35*
Migrant Labor Centers		
Arvin Farm Labor Center	*Delano*	*88*
North Shafter Farm Labor Center	*Shafter*	*88*
Source: Housing Authority of the County of Kern, 2007		

This ends the excerpt from the Kern County 2008 Housing Element.

2.1.e (5) Single-parent Households

At the time of the 2000 Census, there were 11,042 single parent households in Bakersfield, 75 percent of which were female head of household. In 2013 the amount more than doubled, there were 26,298 single parent households and 71 percent are female. Over 10 percent of total households in the City of Bakersfield are headed by single female parent households with incomes at or below the poverty level.

Table 34: Single Parent Households

Category	Number	% Female or Male	% of Total Households
Total Single Parent Households	26,298		
Male Head of Household	7,634	29%	6.9%
Female Head of Household	18,664	71%	17.0%
Single Parent Households Below Poverty Level	17,187		
Male Head of Household	6,003	35%	5.5%
Female Head of Household	11,184	65%	10.2%
Source: 2009-2013 American Community Survey 5-Year Estimates			

2.1.e (6) Homeless Persons (Persons in Need of Emergency Shelter)

The Kern County Homeless Collaborative conducted a Point-in-Time survey in January of 2014 to gain an accurate count of homeless persons in Bakersfield. The Point-in-Time survey is an estimate of homeless persons in sheltered and unsheltered locations on a single night. The Continuum of Care takes measures to ensure that the survey provides a statistically reliable, unduplicated count. The Bakersfield/Kern County Continuum of Care utilized shelter surveys, interviews, public place counts and service based counts to obtain the most accurate and comprehensive possible count of sheltered and unsheltered homeless persons. The total count for unduplicated homeless persons was 992, including 577 sheltered and 341 unsheltered persons. The results of the last three surveys have shown a continued reduction in homelessness in Kern County. Since 2009, there has been a decrease in the overall unsheltered homeless population of 13% and a 37% decrease in metro Bakersfield. 60% of those surveyed stated they had a substance abuse disorder and 23% stated they have a mental illness. Veteran homelessness was reduced by 30% in the unsheltered veteran population while the number of sheltered veterans and those in transitional housing programs remained steady.

Table 33 summarizes the number of sheltered homeless individuals and the number of unsheltered homeless individuals both with and without families and by sub-population.

Table 35: Homeless Population by Type of Shelter in Bakersfield (2014)

	Sheltered			
	Emergency	Transitional	Unsheltered	Total
Households with children	52	15	14	81
Persons (adults & children)	172	55	40	267

	Sheltered			
	Emergency	**Transitional**	**Unsheltered**	**Total**
Households without children	202	140	341	683
Persons (adults & unaccompanied youth)	210	140	375	725
Total households	254	155	355	764
Total persons	382	195	415	992
Source: Consolidated Plan 2015-2020, Bakersfield/Kern County Continuum of Care				

A total of 168 chronically homeless individuals were counted. In general, a chronically homeless person is an unaccompanied disabled individual who has been continuously homeless for more than one year, according to HUD definitions. Of these, 29 people, or 17 percent, were sheltered.

Because addressing chronic homelessness is a primary issue, the Bakersfield/Kern County Continuum of Care tracks the number of chronically homeless persons and the number of permanent housing beds specifically designated for such persons. A total of 168 chronically homeless persons were counted in 2014, a significant decrease from the total of 445 counted in 2012. In 2014, there were 337 beds designated for chronically homeless persons. Total number of beds was not available for 2012 and 2013; however, in 2009 there were 160 beds designated for chronically homeless persons – less than half the number of beds available in 2014.

Table 36: Point-in-Time Homeless Subpopulation in Bakersfield (2014)

Category	Sheltered	Unsheltered	Total
Chronically homeless	29	139	168
Severely mentally ill	74	91	165
Chronic substance abuse	203	233	436
Veterans	66	21	87
Persons with HIV/AIDS	4	6	10
Victims of domestic violence	49	26	75
Unaccompanied youth (under 18)	0	0	0
Source: Consolidated Plan 2015-2020, Bakersfield/Kern County Continuum of Care			

Given the number of unsheltered homeless persons, there is a need for additional housing for the homeless in the form of emergency shelters, transitional housing, and permanent supportive housing utilizing programs administered by the Housing Authority of Kern County and other non-profit groups. Funding sources include the Bakersfield/Kern County Continuum of Care, Department of Housing and Urban Development and the California Multifamily Housing Program.

Many organizations in Bakersfield provide services that complement services directly aimed to homeless individuals and families. Table 35 identifies service providers who participate in the Continuum of Care system serving Bakersfield and the types of services offered. Although not all-inclusive, this list represents the key homeless service providers active in Bakersfield.

Table 37: Homeless Shelter Inventory

Provider Name	Facility Name	Family Units	Total Beds	Overflow/ Vouchers
Emergency Shelters				
The Mission at Kern County	HIS Center	0	200	200
Bethany Services	Men's/Women's/Family	23	156	79
Alliance Against Family Violence and Sexual Assault	Woman's & Children's Shelter	12	16	0
Salvation Army	Motel Vouchers	0	0	35
Transitional Housing				
Bakersfield AIDS Project	Ricky's Retreat	0	6	n/a
The Mission at Kern County	Woman's/Men's/After	0	124	n/a
Freedom House	Freedom House	0	42	n/a
California Veterans	Veteran's Haven	0	9	n/a
California Veterans	Step-Up	0	24	n/a
Clinica Sierra Vista	Griffins Gate	0	24	n/a
Housing Authority of Kern	Family Transitional	24	8	n/a
St. Gianna's Maternity Home	St. Gianna's Maternity	4	32	n/a
Permanent Supportive Housing				
Golden Empire Affordable	Haven Cottages	0	23	n/a
Hearthstone Community	HUD 2009 Permanent	0	36	n/a
Housing Authority of Kern	Green Gardens Apts.	0	90	n/a
Housing Authority of Kern	Home First	0	38	n/a
Housing Authority of Kern	Casa Bella	0	39	n/a
Kern County Mental Health	Kern Linkage Program	0	10	n/a
California Veterans	Rally Point	6	14	n/a
California Veterans	Transitions in Place	9	11	n/a
Clinica Sierra Vista	HIV/AIDS Homelessness	9	12	n/a
Golden Empire Affordable Housing	Residences at West Columbus	3	20	n/a
Housing Authority of Kern	Mas Hogares TB/S+ C	16	95	n/a
Housing Authority of Kern	Casa Nueva S	60	91	n/a
Housing Authority of Kern	Casa Nueva S Bonus	31	37	n/a
Housing Authority of Kern	Lugar de Refugio	80	110	n/a
Housing Authority of Kern	Lugar de Refugio Bonus	12	22	n/a
Housing Authority of Kern	Dulce Hogar TB/S+ C	150	279	n/a
Housing Authority of Kern	Home First 2013	4	38	n/a
Housing Authority of Kern	Homeless Voucher	180	207	n/a
Housing Authority of Kern	VASH Voucher Programs	62	151	n/a
	TOTAL	**426**	**927**	
Source: Consolidated Plan 2015-2020, Bakersfield/Kern County Continuum of Care				

The City is sensitive to the needs of the homeless population and provides funding to service providers. Over the next eight years the City of Bakersfield, has programs to assist service providers in contacting and assisting the needs of homeless families and

individuals, provide referral services to homeless persons, and performing case management for homeless families and individuals.

Reduction in overall homelessness is a goal set by the U.S. Department of Housing and Urban Development (HUD) for communities across the nation that receive funding through the Continuum of Care Program to provide housing and services for the homeless. In recent years, as the Bakersfield/Kern Continuum of Care has received between $3 Million and $5 Million annually to help fight homelessness.

The United Way of Kern County and the Kern County Homeless Collaborative put together a steering committee with service providers and local government representatives to develop a 10 Year Plan to End Chronic Homelessness. The plan includes a "Housing First" approach which assists persons to find permanent housing first and providing access to needed support services, rather than emergency shelters or temporary transitional housing. It also accepts that lifelong support may be required to prevent homelessness reoccurrence.

Homeless shelters are defined in the City of Bakersfield code as "food and/or shelter service agency" and not a "residential use of property." Emergency shelters, as defined in subdivision (e) of Section 50801 of the Health and Safety Code, are permitted in the General Manufacturing (M-2) Zoning District (Title 17 of the Bakersfield Municipal Code, Chapter 17.30) by right without a Conditional Use Permit or other discretionary approval. This zone has sufficient capacity to accommodate the need for emergency shelters and at least one year-round emergency shelter. Currently, there are 1,272 acres of vacant M-2 land in the City. There are 222 parcels with less than 5 acres, 17 parcels with 5 to 10 acres, and 30 parcels with 11 acres and more. Existing permit procedures, development, and management standards are objective and encourage and facilitate the development of, or conversion to, emergency shelters. Emergency shelters are subject to the same development and management standards that apply to residential or commercial uses within the same zone. The City does not condition the use of the site or structure. The only conditions imposed are those associated with zoning, setbacks, and similar items. These conditions run with the land and may continue under successive owners.

Transitional and Supportive Housing facilities are not explicitly mentioned in the Zoning Ordinance but would be permitted by right in multifamily zoning districts (R-3 and R-4). A program in this current Housing Element is to amend the Zoning Ordinance to explicitly state that Transitional Housing and Supportive Housing is permitted by right in multifamily zoning districts, provided they comply with the development standards of the district.

2.2 INVENTORY OF RESOURCES

2.2.a. EXISTING HOUSING CHARACTERISTICS

Between 2000 and 2010 the City had an estimated increase of 4,105 multifamily (two or more units per structure) dwelling units. Between 2010 and 2013, the City added another 768 multifamily units. In 2013, 74 percent (90,587 units) of the housing in the City were single-family units. Single-family construction increased by 33 percent between 2000 and

2013 while multifamily new construction increased by 16 percent. During the same time period, single-family units in Kern County increased by 22 percent and multifamily units increased by 8 percent proportionally.

Table 38: Housing Units by Type – 2000 to 2013

Housing Type	2000		2010		2013	
	No.	%	No.	%	No.	%
City of Bakersfield						
Single-family	60,856	69%	89,001	74%	90,587	74%
2-4 Units	10,002	11%	12,073	10%	14,383	12%
5+ Units	14,868	17%	16,902	14%	15,360	12%
Mobile Home	2,540	3%	2,749	2%	2,736	2%
Total	88,266		120,725		123,066	
Kern County						
Single-family	164,744	71%	209,393	74%	212,209	74%
Multi-family	43,770	19%	52,337	18%	47,487	16%
Mobile Home	23,053	10%	22,637	8%	28,928	10%
Total	231,567		284,367		288,624	
Source: 2000 & 2010 Census, DOF January 2000, 2010 & 2013 Estimates						

There are 49 Low Income Housing Tax Credit (LIHTC) rental housing developments in Bakersfield. Of the total 4,317 units, 4,274 units or 99 percent are low-income units. These rental housing developments provide affordable housing to large families, seniors, and persons at-risk and with special needs.

Public Housing in the City of Bakersfield is owned and operated by the Housing Authority of the County of Kern (HACK). There are a total of 17 public housing complexes in the City. According to PIH Information Center data, there are 866 public housing units in Bakersfield in 17 complexes. Of these, 15 complexes have been inspected in 2012 or later by HUD's Real Estate Assessment Center (REAC). All 15 of the inspected complexes scored 81 or better, with all but four complexes scoring above 90.

2.2.b. HOUSING CONDITIONS

According to the Kern COG Housing Stock Conditions Report, 34 percent of Bakersfield's housing stock was substandard in 2012. The Kern COG 2012 survey is the most recent survey for all incorporated cities and unincorporated communities in Kern County. It was based on sampling from existing data sets and the use of geographic information systems modeling to determine housing conditions within incorporated and unincorporated areas. The result allows for housing condition assumptions to be made on a parcel-by-parcel basis based on the improved value (value of only the residential structure without the land value) on a per-square-foot basis.

Table 39: Housing Units by Condition (2012)

Decade Built	Demolition	Rehabilitation			Standard
		Major	Moderate	Minor	
1880	2	2	-	-	-
1890	9	18	9	2	5
1900	29	89	38	11	29
1910	68	318	207	29	53
1920	96	591	492	155	73
1930	54	406	407	147	130
1940	77	953	1,196	394	446
1950	31	1,203	3,729	1,234	783
1960	33	476	2,552	1,998	1,409
1970	48	848	1,329	1,730	4,935
1980	38	931	1,379	2,836	9,046
1990	5	158	325	913	14,138
2000	9	87	513	1,660	25,633
2010	7	24	39	17	1,404
Total	506	6,104	12,215	11,126	58,084
Source: Kern COG Housing Data Report, October 2014					

Substandard is defined as either suitable for rehabilitation or in need of replacement. Of the substandard housing units, a majority 78 percent or 23,341 housing units) is identified as suitable for moderate or minor rehabilitation and the remaining 6,610 housing units most likely are in need of major rehabilitation or replacement. According to Kern COG conditions report, major rehabilitation is assumed necessary if a roof is sagging; fascia is missing; windows and doors are broken, missing, or severely damaged; exterior structures are faulted, cracked or missing; and/or the foundation appears to be missing, cracked, or sagging.

The housing stock in Bakersfield is relatively new. Nearly 28 percent of the housing in the City of Bakersfield has been constructed over the last 15 years. According to 2013 Census estimates, nearly 27 percent of the housing units were built between 2000 and 2009 and 15 percent were constructed between 1990 and 1999. However, 40 percent of Bakersfield's housing stock was built before 1980.

Table 40: Housing Units by Year Built

Decade	Bakersfield		Kern County	
	No.	%	No.	%
Built 2010 or later	998	1%	1,788	1%
Built 2000 to 2009	31,660	27%	57,183	20%
Built 1990 to 1999	18,292	15%	41,112	14%
Built 1980 to 1989	19,924	17%	48,513	17%
Built 1970 to 1979	19,551	17%	45,613	16%
Built 1960 to 1969	9,849	8%	29,914	10%
Built 1950 to 1959	10,079	9%	32,862	11%

Decade	Bakersfield		Kern County	
	No.	%	No.	%
Built 1940 to 1949	3,818	3%	15,331	5%
Built 1939 or earlier	4,303	4%	13,579	5%
Total:	118,474		285,895	
Source: 2009-2013 American Community Survey 5-Year Estimates				

Even with the relative age of the housing stock, the housing condition survey that was conducted by the City in the fall of 2014 indicates just over 81 percent of all housing units in Bakersfield were considered sound.

In 2014, the City of Bakersfield conducted a comprehensive housing survey throughout the City. The City conducted this survey to compare its results with the 2012 Kern COG survey. The City's survey revealed that 81 percent of the housing in incorporated Bakersfield is considered to be standard, which is greater than the 66 percent standard units that the 2012 Kern COG survey found. Approximately 2 percent likely require major rehabilitation or in need of demolition.

Since 2009, the City of Bakersfield appears to have similar levels of substandard housing. Despite the notable increase residential development since 2009, much of any decreases in sub-standard housing resulting from housing investment as part of a recovering real estate market following the recent national economic recession may be offset by the large number of foreclosed or abandoned homes or by deferred property maintenance by homeowners.
Also, there appears to be a correlation between areas of low- and moderate-income as defined by HUD, and sub-standard housing in the City of Bakersfield. As previously stated, it is likely that approximately 49% of housing (more than 7,400 units) in low- and moderate-income areas of the city require some sort of rehabilitation. Along with economic constraints of these areas, substandard housing conditions in these areas may be largely attributed to the age of homes. In low- and moderate-income areas, 73% of homes (more than 11,000 homes) were built prior to 1979. This compares to 32% of homes city-wide being constructed prior to 1979, meaning that those individuals living in low- and moderate-income areas of Bakersfield have a higher potential for exposure to lead-based paint. Accompanied with the general housing condition in those areas, this may pose additional risks to rehabilitating homes in areas of low- and moderate-income.

Table 41: Housing Units by Condition (2014)

Housing Conditions for City Residential Parcels	2009	2014
No. of Demolitions	0.51%	0.31%
No. of Major Rehabs	4.01%	1.83%
No. of Moderate Rehabs	10.28%	11.87%
No. of Minor Rehabs	10.94%	4.92%
No. of Standard Units	74.25%	81.06%
Source: 2014 City of Bakersfield Housing Conditions Analysis		

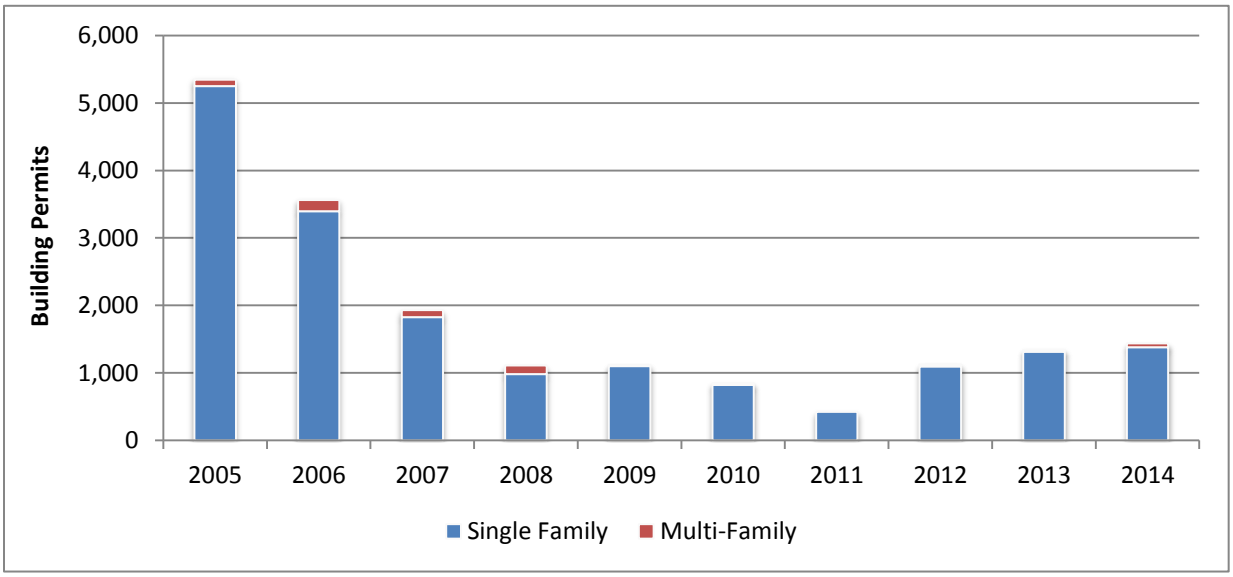
The City of Bakersfield takes a proactive approach toward housing conditions through housing rehabilitation programs and code enforcement programs. Existing housing

rehabilitation and code enforcement programs are successfully correcting code violations and maintaining the housing stock. Bakersfield uses both Community Development Block Grant (CDBG) and HOME funds to provide rehabilitation assistance.

2.2.c. RESIDENTIAL CONSTRUCTION TRENDS

A total of 9,338 residential building permits were issued in the City of Bakersfield over the period between 2007 and 2014. Almost 96 percent of the permits issued were for standard single family units. However, the building permits issued do not reflect the number of multifamily units constructed. For example, in 2009, only 13 multifamily permits were issued, but a total of 108 multifamily units were constructed. With the housing market slowing down as the economy has weakened, Bakersfield had trouble meeting the 2008-2013 RHNA. However, the City is ready and has zoned sufficient land to meet, or exceed, the new RHNA at all income levels.

Figure 10: Residential Building Permits by Year



2.2.d. VACANCY TRENDS

Vacancy trends in housing are analyzed using a "vacancy rate" which establishes the relationship between housing supply and demand. For example, if the demand for housing is greater than the available supply, then the vacancy rate is probably low, and the price of housing will most likely increase or remain stable. Additionally, the vacancy rate indicates whether or not the City has an adequate housing supply to provide choice and mobility.
According to 2013 Census estimates, the total vacancy rate was 7.2 percent (8,542 vacant units) in the City of Bakersfield, compared to 10.7 percent for Kern County and 8.6 percent for the State. These figures are skewed by the number of seasonal and other types of vacancies. According to the 2000 Census, the vacancy rate for the City was 5.5 percent, 9.9 percent for the County and 5.8 percent for the State.

In the Census, there are six "vacant" categories. The "other" vacant category includes everything that has not already been classified, such as units held for occupancy by a

caretaker or janitor, or units held for reasons of the owner, such as foreclosed properties held by banks. In the 2000 Census, a large majority of the vacant housing units in the City were in the for rent category, where by 2013 that has decreased by over 12 percent and the other vacant increased by 14 percent due to foreclosures. According to the 2010 Census, the rental vacancy rate is 9 percent and the homeowner vacancy rate is 3.2 percent. More recently, according to the Department of Finance, the overall vacancy rate for housing units in the City was 7.7 percent in 2014.

Table 42: Vacancy by Type (Housing Units)

Type of Vacant Unit	2000		2010		2013	
	No.	%	No.	%	No.	%
For rent	2,187	45%	4,428	46%	2,811	33%
Rented or sold, not occupied	309	6%	551	6%	803	9%
For sale only	1,018	21%	2,187	23%	1,566	18%
For seasonal, recreational, or occasional use	268	6%	427	4%	412	5%
For migrant workers	3	0%	7	0%	-	0%
Other vacant	1,036	21%	1,993	21%	2,950	35%
Total	4,821		9,593		8,542	
Total Housing Units	88,262		120,725		118,474	
Vacancy Rate	5.5%		7.9%		7.2%	
Source: 2000 & 2010 US Census, American Community Survey 5-Year Estimates						

2.2.e. HOUSING COSTS AND AFFORDABILITY

One of the major barriers to housing availability is the cost of housing. In order to provide housing to all economic levels in the community, a wide variety of housing opportunities at various prices should be made available. The following table describes the ideal monthly payment for households in the four major income groups: Very-low, Low, Moderate and Above-moderate.

Table 43: Income Groups by Affordability (2013)

Income Group	Income Range	Ideal Monthly Housing Costs (30% of monthly income)
Very Low	Below $26,250	Less than $656
Low	$26,251 to $42,000	$656 to $1,050
Moderate	$42,001 to $63,000	$1,050 to $1,575
Above Moderate	Above $63,001	More than $1,575
Source: HUD AMI at $52,500		

2.2.e (1) Single-family Sales Units

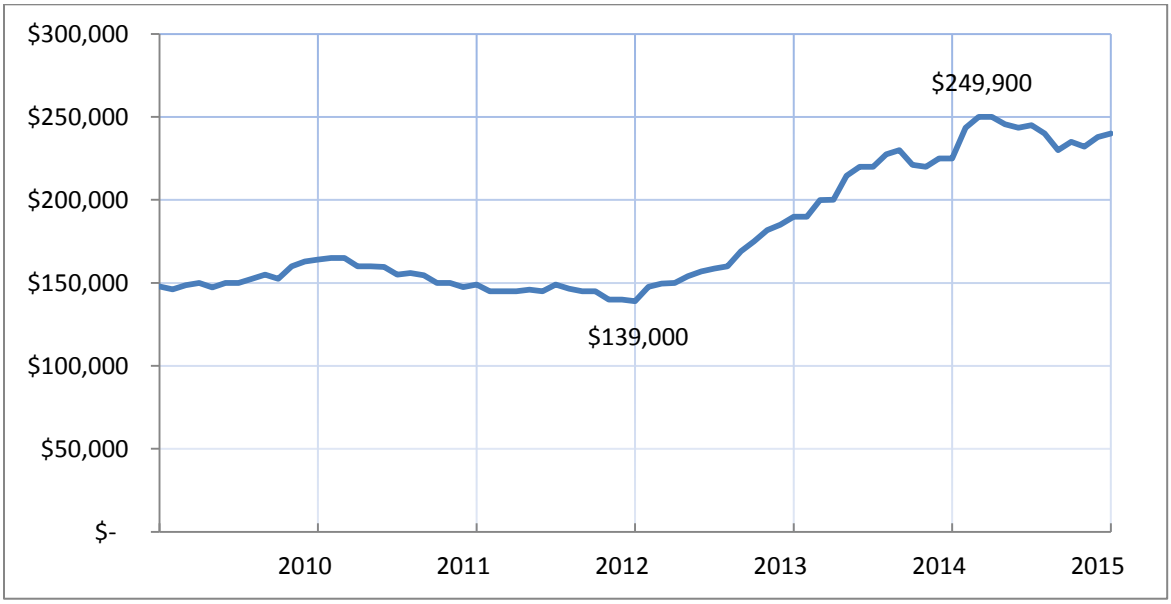
Near the end of the last Housing Element period in 2006, home prices in the City of Bakersfield and throughout the state peaked. During the recession, City experienced falling home prices, reduced sales, increased inventory, fewer new building permits, and skyrocketing foreclosure activity. The median price of housing units sold in Kern County

plunged 50 percent from $260,000 in 2007 to $130,000 in 2010. Sales of housing units followed a similar trend. According to Zillow, the lowest median home during the recession was in February of 2009 ($147,900). Since 2009, median home values in Bakersfield have increased to $199,500. With increasing home values, difficult lending practices and low inventory, affordability is a significant issue for both home ownership and renters.

Table 44: Bakersfield Median Home Value and Sales Price (2010 to 2014)

Median Home Value			Median Sale Price
Year	**Single Family**	**Condo**	**All homes**
2010	$ 148,700	$ 76,350	$ 154,513
2011	$ 137,550	$ 67,950	$ 146,400
2012	$ 142,500	$ 68,400	$ 157,113
2013	$ 172,450	$ 79,150	$ 197,888
2014	$ 199,500	$ 93,400	$ 213,350
Source: Zillow Real Estate Research			

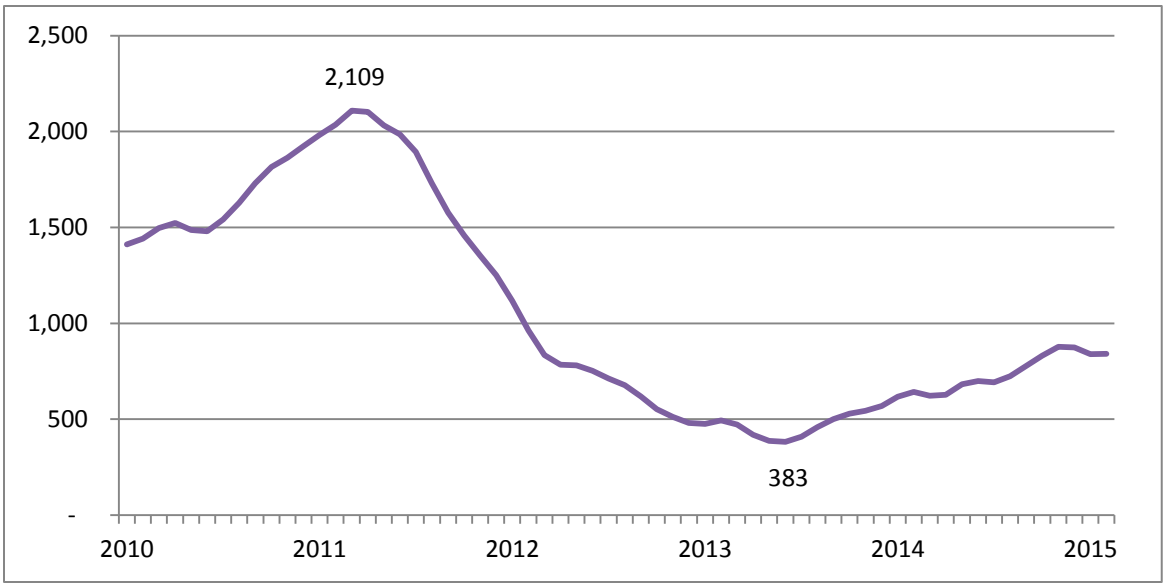
Figure 11: Median Price Listing - All Homes



2.2.e (2) Current Single Family Listings

As of January 2010, there were 1,411 homes listed for sale in Bakersfield. In January 2015, there were 839 homes listed. Although listings have increased since the lowest in June of 2013 of only 383 homes, including mobile homes and condos, the market has not provided enough to meet all of Bakersfield's housing needs. The median estimated home value for homes that fall into the bottom third of home values within Bakersfield is $111,100. The middle third of home value is $175,000 and the median home value of the highest third of homes is $270,000. Bakersfield is still one of the most affordable cities in California.

Figure 12: Homes Listed for Sale



2.2.e (3) Rental Units

According to the 2000 Census, the median gross rent was $564 in the City of Bakersfield, compared to $518 for Kern County in the same year. According to the 2006 American Community Survey, the median gross rent in 2006 in the City of Bakersfield was $815.

According to a survey conducted by RealFacts, in the first quarter of 2015, the average rental rate in Bakersfield was $970. In 2014 the annual average was $945, $560 for a studio up to 1,146 for a three bedroom/two bath. Rent for a two bedroom/two bath unit is about $183 higher per month than for one bedroom/one bath units.

Table 45: Average Multifamily Market Rents – Bakersfield

	2010	2011	2012	2013	2014	2015
Average	$839	$869	$907	$929	$954	$970
Studio	$500	$546	$554	$570	$560	$592
1 bed 1 bath	$779	$800	$843	$865	$893	$899
2 bed 1 bath	$719	$745	$789	$814	$834	$848
2 bed 2 bath	$940	$947	$1,014	$1,036	$1,065	$1,082
3 bed 2 bath	$1,111	$1,155	$1,136	$1,124	$1,146	$1,166
Occupancy Rate	95.1	97.1	96.6	96.4	96.2	96.9
Source: RealFacts Market Overview Report, City of Bakersfield, 1st Quarter 2015						

2.2.e (4) Affordability

Affordability is defined as a household spending 30 percent or less of household income for shelter. Shelter is defined as gross rent or gross monthly owner costs. Gross rent is the contract rent, plus utilities. In most cases, the contract rent includes payment for water,

sewer and garbage. “Gross monthly owner costs” includes mortgage payments, taxes, insurance, utilities, condominium fees, and site rent for mobile homes.

A total of 46,155 households, which is just over 42 percent of all households, in the City of Bakersfield pay in excess of 30 percent of their income for shelter. As expected, renter households had a higher percentage of households who over pay with 53.5 percent. However, over a third of home owners also overpay. The overpayment situation is particularly critical for renters with annual incomes less than $20,000 where 11,896 households (25.6 percent) are cost burdened.

Table 46: Housing Costs by Household Income (2013)

Income	Owner	% paying over 30%	Renter	% paying over 30%
Less than $20,000:	4,129	6.5%	11,896	25.6%
$20,000 to $34,999:	4,239	6.7%	7,695	16.6%
$35,000 to $49,999:	4,182	6.6%	3,129	6.7%
$50,000 to $74,999:	5,077	8.0%	1,748	3.8%
$75,000 or more:	3,729	5.9%	331	0.7%
Zero income	330	N/A	833	N/A
Total Households:	63,549	33.6%	46,383	53.5%
Source: 2009-2013 American Community Survey 5-Year Estimates				

As noted above, over 53 percent of renter households pay in excess of 30 percent of their income for shelter. In 2013, the income ranges based on the Area Median Income (AMI) of $52,500 along with the “affordability range” for housing costs. For instance, very low income families can generally afford a total of $656 a month for rent and utilities. At that rate, over 42 percent of very low and low income renters need some type of subsidy, voucher, or low income housing unit to fall within established affordability. The 2013 Fair Market Rates used by HUD for their housing programs include the following:

- Efficiency Unit: $610
- One-Bedroom Unit: $614
- Two-Bedroom Unit: $804
- Three-Bedroom Unit: $1,179
- Four-Bedroom Unit: $1,424

The rents for subsidized units are less, adjusted based on a tenant’s monthly income, than market rate units. A summary of all assisted apartment complexes is located in Appendix C.

Table 47: Affordable Housing Costs (2013)

Income Category	Income Range	Maximum Affordability ($/month)
Very Low	$26,250 or less	Less than $656
Low	$26,251 to $42,000	$656 to $1,050
Moderate	$42,001 to $63,000	$1,050 to $1,575
Above Moderate	$63,001 or more	$1,575 or more
Source: HUD User, Median Income FY 2013 Income Limit Area		

While shelter costs for rental units are generally figured to be affordable at 30 percent of gross income, households are able to obtain a mortgage loan based on 30-40 percent of gross income; subject to existing debt, credit and budgeting conditions. For instance, using maximum affordability payment, very low and low income households in Bakersfield could afford a home in the range of $83,972 to $140,112. The costs do not include homes in need of repairs. There are, however, many options for low income families, with the bottom third of homes on the market having a median estimated home value of $111,100. For extremely low incomes there is still the need for programs that make housing more affordable and for government-assisted first-time homebuyer programs.

Table 48: Affordable Housing Cost

Income Range	Purchase Price with Mortgage @ 4.0%*	Purchase Price with Mortgage @ 5.0%*
Very Low < $26,250	$91,737	$83,972
Low = $26,251 to $42,000	$153,068	$140,112
Moderate = $42,001 to $63,000	$234,791	$214,917
Source: Zillow Affordability Calculator: http://www.zillow.com/mortgage-calculator/house-affordability/ *Note: 30 year mortgage, 1.0% taxes, and $800 annual insurance costs		

According to data in Table 42, the median sale price for a single family home sold in 2014 in Bakersfield was $213,350. At today's 4.0 percent mortgage interest rate, a household would require an income of $47,909 a year to qualify. This income is lower than the median household income in the City ($48,552).

2.2.f. AT - RISK HOUSING

California Housing Element Law requires all jurisdictions to include a study of all low-income housing units which may at some future time be lost to the affordable inventory by the expiration of some type of affordability restrictions. The law requires that the analysis and study cover an eight year period, coinciding with the update of the Housing Element. There are three general cases that can result in the conversion of public assisted units:

- Prepayment of HUD mortgages: Section 221(d)(3), Section 236 Section 202, and Section 811 – A Section 221 (d)(3) is a privately owned project where the U.S. Department of Housing and Urban Development (HUD) provides either below market interest rate loans or market rate loans with a subsidy to the tenants. With Section 236 assistance, HUD provides financing to the owner to reduce the costs for tenants by paying most of the interest on a market rate mortgage. Additional rental subsidy may be provided to the tenant. In 1991, capital advances replaced direct loans for the Section 202 program. These capital advances are granted to approved low income housing developers and cover 100 percent of the approved development costs for low-income elderly residents.

  Low income use restrictions on Section 236(j)(1) projects are for the full 40-year mortgage term. However, owners have the option to repay the remaining mortgage at the end of the first 20 years.

FHA-insured mortgages under the Section 221 (d)(4) program have no binding use restrictions. The affordability of these projects is governed by the Section 8 contracts maintained on the projects which are now approved on a year-to-year basis. Because of the uncertain future of the Section 8 program at the federal funding level, HUD considers projects assisted with Section 8 contracts at risk.

- The Multifamily Assisted Housing Reform and Affordability Act of 1997 addresses expiring Section 8 contracts. It provides authority to HUD to operate a mark-to-market program to (1) reduce over-subsidized Section 8 contracts, (2) restructure project financing, and (3) provide funds for rehabilitation needs. The bill also includes tax legislation to ensure that adverse tax consequences do not deter owners from participating in the program. In exchange for favorable tax treatment, owners would preserve the units at rents affordable to low and moderate income households.

  In addition to instituting these changes in the Section 202 program, the National Affordable Housing Act of 1990 created a separate program, Section 811, to support the development of housing for people with disabilities. Prior to 1990, Section 202 funds could be used to develop housing for disabled persons in addition to low income elderly.

- Opt-outs and expirations of project-based Section 8 contracts – Section 8 is a federally funded program that provides for subsidies to the owner of a pre-qualified project for the difference between the tenant's ability to pay and the contract rent. Opt-outs occur when the owner of the project decides to opt-out of the contract with HUD by pre-paying the remainder of the mortgage. Usually, the likelihood of opt-outs increases as the market rents exceed the contract rents.

- Other – Expiration of the low-income use period of various financing sources, such as Low-income Housing Tax Credit (LIHTC), bond financing, density bonuses, California Housing Finance Agency (CHFA), Community Development Block Grant (CDBG) and HOME funds and redevelopment funds. Generally, bond financing properties expire according to a qualified project period or when the bonds mature. The qualified project period in Bakersfield's bond financed multifamily properties is 15 years. Density bonus units expire in either 10 or 30 years, depending on the level of incentives. Also, properties funded through the Redevelopment Agency generally require an affordability term of 20 years.

It is good to note that the process of selling out of affordable programs is a thorough and lengthy process which requires notices to local government and local housing authorities. In fact the list of housing non-profit organizations in Appendix D of this housing element has a few organizations known to both the State and local governments as being interested in acquiring at-risk units and maintaining affordability for the life of the structure. In addition, under HUD regulations, the property owners are required to provide a six-month notice to tenants prior to opting out. In 1998 the California legislature adopted AB 1701 requiring a nine-month notice to tenants.

2.2.g. INVENTORY OF AT - RISK RENTAL HOUSING UNITS

The following inventories include government assisted rental properties in the City of Bakersfield that may be at risk of opting out of programs that keep them affordable to very low and low income households over the eight year Housing Element Period (2015-2023). Generally, the inventory consists of Housing and Urban Development (HUD), Redevelopment Agency, multifamily bonds and Density Bonus properties. Target levels include the very low, low, and moderate income groups.

According to data from the California Housing Partnership Corporation, and City records, there are a total of 5,462 units in Bakersfield that receive assistance for low-income families, seniors, and agricultural workers through State and Federal programs. Of these, a total of 616 units, contained in 11 complexes, are considered at risk of being lost from the affordable housing inventory. The eleven complexes are listed in Table 47. Realistically, those with expiration dates that have passed probably will not be sold for market rate since owners have not taken any action to do so.

Through communication with the Kern County Housing Authority, we have found that three of the Low Income Housing Tax Credit Projects have been extended ten years beyond their original contract date. In addition, Green Gardens' HAP contract will keep the complex affordable until at least 2028, and Villa San Dimas will remain affordable through its HAP contract through 2018.

Table 49: Inventory of At - Risk Assisted Complexes (2015)

Project	Financing	Units	Target Group	Earliest Expiration Date	Risk Assessment
Villa San Dimas	CHRP	20	Seniors	2014	Very High
	HAP			2018	
Tegeler House	CHRP	53	Single Room Occupancy	2021	High
Agua Terrace Apartments	HUD Section 8	22	Families	2/28/17	High
Sundance Apartments	HUD Section 8	60	Families	4/30/17	High
South Real Gardens Apartments	HUD Section 8	20	Families	5/31/24	Moderate
Summerfield Place Apartments	HUD Section 8	18	Families	12/31/23	Moderate
Woodlane Apartments	HUD Section 8	40	Families	9/30/15	Very High
Kristine Apartments	LIHTC	59	Large Families	8/5/2019	Moderate
Pineview	LIHTC	109	Large Families	2020	Moderate
Foothill Vista Apartments	LIHTC	111	Large Families	2020	Moderate
Green Gardens	HOME	104	Formerly Homeless with Disabilities	8/4/15	Low
	HAP			2028	
Source: HUD/California Housing Partnership Corporation Revised March 2015					

HCD Properties: Two properties with a total of 73 units have loans under the California Housing Rehabilitation Program (CHRP) that have expired or are expected to expire in the next ten years: Villa San Dimas (20 units, expired 2014) and Tegeler House (53 units, expected to expire 2021).

HUD Properties: Five properties with a total of 160 units that are assisted under the Section 8 Housing Choice Voucher program are considered at Moderate, High or Very High risk of being converted to market rate: Agua Terrace Apartments (22 units, High); Sundance Apartments (60 units, High); South Real Gardens Apartments (20 units, Moderate); Summerfield Place Apartments (18 units, Moderate); and Woodlane Apartments (40 units, Very High).

LIHTC Properties: Three properties with a total of 279 units are financed with Low Income Housing Tax Credits and are expected to have their affordability restrictions expire in the next ten years: Kristine Apartments (59 low-income large family units); Pineview (109 low-income large family units); Foothill Vista Apartments (111 low-income large family units). These units were placed in service in 1995 or earlier. Each of these properties contracts have been extended 10 years beyond their original contract and have therefore been moved to a moderate risk.

HOME Property: One property, Green Gardens, is a City-assisted affordable housing project financed with HOME funds. It contains 104 units (Low), and serves formerly homeless individuals who have disabilities. Its affordable housing period is set to expire in 2015. Golden Empire Affordable Housing is currently working to secure financing to rehabilitate Green Gardens preserving its status as affordable housing.

2.2.h. COST ANALYSIS

In order to provide a cost analysis of preserving “at-risk” units, costs must be determined for rehabilitation, new construction or tenant-based rental assistance.

2.2.h (1) Rehabilitation

The factors used to analyze the cost to preserve the “at-risk” housing units include acquisition, rehabilitation, and financing costs. These figures are estimates based on recent affordable housing rehabilitation projects by the Housing Authority of Kern County. Actual costs will depend on condition, size, location, existing financing and the availability of financing. Local developers have provided the following information.

Table 50: Rehabilitation Costs

Fee/Cost	Cost Per Unit
Acquisition	63,125
Rehabilitation	22,442
Financing/Other	24,865
TOTAL COST PER UNIT	110,432
Source: Housing Authority of Kern County	

2.2. h (2) New Construction/Replacement

The following cost estimates are estimates based on recent new affordable housing construction by the Housing Authority of Kern County. The actual replacement costs for any of the "at-risk" units will depend on many variables such as the number of units, location, density, unit sizes, on and off-site improvements, and both existing and new financing.

Table 51: New Construction/Replacement Costs

Cost/Fee Type	Cost Per Unit
Land Acquisition	8,048
Construction	183,707
Financing	90,666
TOTAL PER UNIT COST	282,421
Source: Housing Authority of Kern County	

2.2.h(3) Tenant-based Rental Assistance

Based on current condition data, it is assumed that a four person household is very low income, earning about $28,450 a year. Shelter affordability (using a standard affordability rate of 30%) would be $711 a month of which $553 would be attributable to rent. If the complex converted to fair market rate, the two bedroom unit would have an estimated rent of $832 (Section 8 Payment Standard amount for Kern County for 2 bedroom apartment). This means subsidizing the household at $279 per month, or $3,348 a year. Over 20 years, which is the average affordability term, the total rental assistance would be $66,960.

2.2.i. PRESERVATION RESOURCES

Efforts by the City to retain low-income housing must be able to draw upon two basic types of preservation resources: organizational and financial. Qualified, non-profit entities need to be made aware of the future possibilities of units becoming "at-risk." Groups with whom the City has an on-going association are the logical entities for future participation. The City will continue to provide information about financial resources available to "at-risk" developments such as low interest loans, grants and tax credits. A list of potential organizational preservation resources is provided in Appendix D.

2.2.j. STRATEGIES TO RETAIN AFFORDABLE UNITS

The following is a list of potential financial resources considered a part of the City's overall financial plan to deal with retaining affordable units. The number and availability of programs to assist cities and counties in increasing and improving their affordable housing stock is limited and public funding for new projects is unpredictable. The following programs are local, state and federal programs. Some are managed locally by the City through funds accessed directly from HUD.

HOME Program: The HOME Program was created under Title II of the Cranston-Gonzales National Affordable Housing Act enacted on November 28, 1990. The City of Bakersfield receives approximately $1 million a year in HOME funds from HUD. Approximately $700,000 is available to develop and support affordable rental housing and home ownership affordability. Activities include acquisition, rehabilitation, and construction.

Housing Authority of the County of Kern (HACK)*:* HACK is a public housing authority with jurisdiction within the City of Bakersfield and the County of Kern. It administers federal and state funds for its public housing projects and government assisted housing units such as Section 8 Rent Subsidy.

Community Development Block Grant (CDBG) Funds: The City of Bakersfield is an entitlement city with a population over 50,000 that can receive funding directly from HUD. The City receives approximately $4.5 million from the federal government annually. The City utilizes CDBG funds for rental and owner housing rehabilitation activities, infrastructure, public facilities and public services. Proceeds from those activities are deposited into a revolving loan fund established from low interest loans for rehabilitation and are used to retain subsidized housing projects whose federal assistance is expiring.

Community Reinvestment Act (CRA): Federal law requires that Banks, Savings and Loans, Thrifts, and their affiliated mortgaging subsidiaries, annually evaluate the credit needs for public projects in communities where they operate. Part of the City's efforts in developing preservation programs will be to meet with the Community Reinvestment Act Lenders Group organized by the Bakersfield Economic and Community Development Department to discuss future housing needs and applicability of the Community Reinvestment Act. Although an unpredictable resource, it is important to establish a working relationship for future problem solving.

Low-income Housing Tax Credit Program (LIHTC): The LIHTC Program provides for federal and state tax credits for private developers and investors who agree to set aside all or an established percentage of their rental units for low-income households for no less than 30 years. Tax credits may also be utilized on rehabilitation projects, contributing to the preservation program.

The program begins when developers and investors apply for an allocation of tax credits from the California Tax Credit Allocation Committee (CTCAC). Tax credits are awarded on a competitive basis at varying times. Compliance is monitored according to Internal Revenue Service (IRS) rules and regulations.

The Affordable Housing Program (AHP) and Community Investment Program (CIP) are facilitated by the Federal Home Loan System for the purposes of expanding the affordable housing supply. The San Francisco Federal Home Loan Bank District provides local service. Subsidies are awarded on a competitive basis usually in the form of low-interest loans and must be used to finance the purchase, construction, and/or rehabilitation of rental housing.

Multifamily Housing Program (MHP)*:* The MHP is conducted through HCD, provides low interest loans in the form of permanent financing to pay the costs of acquisition and rehabilitation of existing complexes as well as funding for the construction of new affordable housing.

The City of Bakersfield, HACK, and its two housing non-profit organizations KAHI and GEAHI have continually demonstrated a willingness and capability to acquire at risk units or – at a minimum – locate rental subsidy vouchers for those tenants displaced by the sale as evidenced by the following case. Emphasis is being placed on those properties that are expiring in the next few years which include: Woodlane Apartments, Sundance Apartments, Agua Terrace Apartments, and Villa San Dimas Apartments.

2.2.k. RESIDENTIAL ZONING AND DENSITY

To date, the City of Bakersfield has had a large amount of low cost, easily developable vacant land. While the City regularly offers density bonuses to developers of affordable housing, only three multifamily projects of 399 units have used that bonus between 2007 and 2014. So while it is generally true that higher density housing reduces the land cost on a per unit basis and contributes to development of affordable housing, this has not proven to be the fact in Bakersfield. Many affordable housing projects have been developed at medium densities.

The housing industry always responds to market demand. The City meets regularly with both non-profit and market rate developers and lenders, and with the Kern County Home Builder's Association (HBA). The City welcomes residential development and will continue to do so.

The City of Bakersfield Zoning Ordinance provides eight main residential zone districts with single family densities ranging from one dwelling unit per 20 acres to 7.26 units per acre before the density bonuses are applied. The multifamily zone districts provide densities ranging from 10 to 72.6 dwelling units per acre before the density bonuses are applied.

The City also provides for multifamily housing "by right" in the Commercial Center zone with no maximum density limits. The City's downtown Central Business zone also allows multifamily housing "by right" as long it is part of a mixed use where the residential use starts on the second floor. There is also no maximum density limit.

In addition, the City's Zoning Ordinance recognizes the potential for infill construction and allows for the possibility of multifamily dwellings on lots with minimum 600 square feet of lot area per dwelling unit. Looking toward the future, the City has a policy that permits and encourages a lot consolidation program and has actually used eminent domain powers, through the former Redevelopment Agency, to assemble lots for the development of a campus type development on downtown (including multifamily, cottages, and service-based supportive housing).

There is a substantial amount of vacant land within the City of Bakersfield. In 2015, the City had over 38.10 square miles of both vacant residentially zoned land and land not

residentially zoned sites but allows residential development. Using realistic unit capacity calculations the capacity of the residentially zoned vacant land includes approximately 137,022 units could be constructed. This estimate used the following useable densities based on allowed densities, lot size, development requirements and building trends.

Table 52: Zoning and Usable Densities

Zoning Code	Zone Category	Allowed Density	Usable Density (DU/Acre)
Allows single family dwellings, mobile home (meeting R-1 & SF building requirements), second units and residential facilities serving 6 or fewer persons:			
A	Agriculture	1 DU/Lot Min. 6,000 sq. ft. or 20 acres	0.12
R-H	Residential Holding	1 DU/Lot Min. 20 acres	0.05
R-S	Residential Suburban	1 DU/Lot Min. 24,000 sq. ft. - 20 acres	0.59
R-S-FP-S	Residential Suburban - Secondary Floodplain	1 DU/Lot Min. 24,000 sq. ft.	0.28
R-S-HD	Residential Suburban - Hillside Development	1 DU/Lot Min. 24,000 sq. ft.	0.13
E	Estate	1 DU/Lot Min. 10,000 sq. ft. - 1 acre	2.76
R-1-4.5	Small Lot One Family Dwelling	1 DU/Lot Min. 4,500 sq. ft.	5.08
R-1	One Family Dwelling	1 DU/Lot Min. 6,000 sq. ft.	5.06
R-1 (10K or 18K)	Large Lot One Family Dwelling	1 DU/Lot Min. 10,000 - 18,000 sq. ft.	2.35
R-1-FP-S	One Family Dwelling - Secondary Floodplain	1 DU/Lot Min. 6,000 sq. ft.	3.31
R-1-HD	One Family Dwelling - Hillside Development	1 DU/Lot Min. 6,000 sq. ft.	3.51
WM-R1	West Ming - One Family Dwelling	7.25 DU per net acre or less	3.26
Allows R-1 uses and mobile home, mobile home park or subdivision:			
MH	Mobile Home	1 DU/Lot Min. 6,223 sq. ft.	4.20
Allows single and multi-family and condominiums:			
PUD	Planned Unit Development	Based on Land Use density	6.50
Allows single and multi-family dwellings, mobile home (meeting R-1 & SF building requirements), second units and residential facilities serving 6 or fewer persons. R-3 also allows apartment houses:			
R-2	Limited Multiple Family Dwelling	1 DU/Lot Min. 4,500 sq. ft. or 2,500 sq. ft /MF DU	9.49
R-2-HD	Limited Multiple Family Dwelling - Hillside Development	2 DU/Lot Min. 4,500 sq. ft. or 2,500 sq. ft /MF DU	4.82
R-2-MH	Limited Multiple Family Dwelling	2 DU/Lot Min. 4,500 sq. ft. or	7.00

Zoning Code	Zone Category	Allowed Density	Usable Density (DU/Acre)
	– Mobile Home	2,500 sq. ft /MF DU	
R-3	Multiple Family Dwelling	1 DU/Lot Min. 6,000 sq. ft. or 1,250 sq. ft /MF DU	21.75
R-3-MH	Multiple Family Dwelling – Mobile Home	1 DU/Lot Min. 6,000 sq. ft. or 1,250 sq. ft /MF DU	24.39
WM-R2	West Ming - Limited Multiple Family Dwelling	17.42 DU per net acre or less	4.05
WM-R3	West Ming - Multiple Family Dwelling	72.6 DU per net acre or less	21.75
Allows all R-1, R-2 & R-3 uses including apartment house, rooming house, single room occupancy, permitted residential facility housing of people with disabilities; allows food and shelters services and residential facilities with 7 or more juveniles or adults in custody or court ordered living restrictions:			
R-4	High Density Multiple Family Dwelling	1 DU/Lot Min. 6,000 sq. ft. or 600 sq. ft /MF DU	48.74
Allows multi-family dwellings starting on second floor of mixed uses; allows first floor residential with a CUP:			
C-B	Central Business (allows residential above first floor)	Unlimited Density, FAR 3.0	47.19
Allows multi-family, apartment house, rooming house, single room occupancy, single family if it is an accessory to commercial use; allows single family with a CUP:			
C-C	Commercial Center	600 sq. ft lot area/MF DU, Unlimited Density	47.19

Residential growth areas and densities are among issues and policies addressed in the General Plan. Residential densities are specified for each residential land use designation, and the General Plan provides for a wide range of residential densities. Single family detached housing densities range from one dwelling per 20 acres to 7.26 units per net acre. Multiple family densities, including but not limited to attached, zero lot line and apartments, range from greater than 7.26 to 72.6 dwelling units per net acre. Each zoning district's usable density was based on the underlining land use and density allowed as well as the number and size of the lot area. Other considerations were current building trends, open space and amenity requirements, parking and other right-of-way requirements.

Zoning districts specify minimum lot size, permitted uses, conditional uses, building height and front, and rear and side yard setbacks. Zoning districts further the health, safety and welfare of the residents. In addressing the minimum lot size, the zoning districts must be consistent with the densities of the General Plan. Single family zoning districts have minimum lot sizes ranging from 4,500 square feet to 20 acres. Limited multiple family (R-2) and multiple family districts (R-3 and R-4) require a minimum amount of lot area per dwelling unit ranging from 2,500 square feet per dwelling unit to 600 square feet per

dwelling unit and minimum lot sizes of 6,000 square feet. Agricultural zoning districts have minimum lot sizes of 6,000 square feet and 20 acres. However, a parcel of lot on agriculture zones may not be occupied by more than one dwelling unit.

The MH (Mobile Home) zone provides for mobile home subdivisions. Zoning standards are reduced. A maximum density of seven mobile homes per gross acre is allowed. Consistent with Section 65852.7 of the Government Code, the City allows mobile home parks and subdivisions on all land designated by the General Plan for residential use. Development standards are less stringent than for conventional residential development.

The PUD (Planned Unit Development) zone allows for a density based on the underlying General Plan designation. Within the perimeters of the General Plan designation, development may be a combination of uses including multifamily. The Planning Commission approves development standards.

The City's development standards are applicable to residential zoning districts. Development standards include, but are not limited to, building height, yard setbacks, lot area, site plan review, parking space requirements and parkland requirements. These requirements were adopted through the public hearing process and reflect the minimum standards thought necessary for protection of the public.

The City has adopted a local subdivision ordinance that implements the requirements of the State of California Subdivision Map Act. This ordinance sets forth the rules and requirements for the division of real property. The City has limited discretion when acting on a subdivision map. Other than implementing the State Map Act requirements, the City primarily insures that the map is in compliance with the conditions of the California Environmental Quality Act, and that the map is consistent with the General Plan and zoning.

When a developer proposes a housing development, state law requires that the City provide incentives for the production of low-income housing. A density bonus agreement between the developer and City is used to set forth the incentives to be offered by the City and the requirements of the developer. Since July 1, 1992 the City of Bakersfield has had an ordinance to implement the state law covering density bonuses (Section 65915 et seq., of the California Government Code) on all residential zoned land. The City's ordinance established a density increase and incentive program to provide both density increases and other incentives for owner-occupied and rental housing developments to encourage the creation of housing affordable to moderate, low, and very low income households, and to encourage the creation of housing for senior citizens.

Other provisions of the Zoning Code include defining Homeless shelters as "food and/or shelter service agency." In 2009, the City updated its Zoning Ordinance to comply with the provisions of SB2. The City of Bakersfield Planning Commission approved the existing Bakersfield Homeless Shelter in an industrial area near the downtown over citizen protests.

The City allows second dwelling units on owner-occupied lots with approval by the Planning Director.

Group homes for six or fewer persons are permitted within a residential zone. Those for seven or more residents are permitted in all commercial zones and in residential zones with a CUP approved by the Board of Zoning Adjustment. The City follows state law with respect to group homes of seven or more people. As the living situation becomes more institutional in nature, the City makes sure that the facility is ADA compliant and the fire department has conducted inspections. However, should a group of persons of any number disabled or not, decide to share a housing unit, no CUP would be required and the City would only intervene if there were complaints from neighbors.

2.2.I. ON- AND OFF-SITE IMPROVEMENTS

For residential projects the City requires both on- and off-site improvements. These include: curb/gutter and drainage facilities, sidewalks, paved streets, landscaping and water and sewer service. Such improvements are required as a condition of the subdivision map, or if there is no required map, improvements are required as part of site plan review or building permit. These on- and off-site improvements promote the health, safety and general welfare of the public.

Curbs/gutters and drainage facilities are required or direct storm and runoff water out of residential developments. City roadways are required to be paved. Pavement creates an all-weather roadway, facilitates roadway drainage and reduces dust. It also produces a circulation system and facilitates relative safe traffic movement. Roadways are classified in the City according to traffic needs. Roadway classifications are as follows:

- Arterial - 6 lanes, 90 feet wide, 110 foot right-of-way
- Collector - 4 lanes, 68 feet wide, 90 foot right-of-way
- Local - 2 lanes, 40 feet wide, 60 foot right-of-way

Arterials and collectors are designated on the General Plan according to existing and projected traffic needs. Arterials are normally located at one mile intervals, while collectors are at one-half mile intervals. Local streets are located as needed throughout residential development. Developers are responsible for construction of roadways associated with the residential project and also participate in regional transportation system improvements through payment of a Traffic Impact Fee (refer to discussion in Section 2.3, Constraints, Efforts, and Opportunities).

Sidewalks are for movement of pedestrian traffic. Where sidewalks are available, safety of pedestrian traffic is enhanced, particularly for school-age children.

In addition, the City's Consolidated Plan includes funding potential for low income and blighted neighborhoods that need street reconstruction, upgrade or replacement of water main systems or new or reconstructed sewer lines.

Landscaping of medians and parkways is required for both "arterial" and "collector" roadways. Such landscaping would include, but not be limited to, shrubbery, trees, grass and decorative masonry walls. Landscaping contributes to a cooler and more aesthetic

environment in the City by providing relief from developed and paved areas. In hillside areas, landscaping helps prevent erosion. Median and parkway landscaping is installed by the developer of the subdivision tract and maintained by the City or a property owners association.

2.2.m. AVAILABLE RESIDENTIALLY ZONED LAND

As part of the 2015-2023 Housing Element update, an inventory of the residential development potential of vacant land in the City of Bakersfield was completed using the City's Geographic Information System (GIS) augmented by County Assessor's records and building permit records. The City regularly updates its GIS system of vacant land and has this information readily available. The results of the inventory are identified on map in Appendix E. The inventory also includes an analysis of realistic development capacity based on the land use controls and site improvements required. The inventory included properties that have water and sewer infrastructure available to support development. The infrastructure necessary to service housing developments are put in place by the housing developers using City standards and requirements. As development occurs, the City requires infrastructure to be installed by the developer that is adequate and has sufficient capacity to support the new development.

In addition to the City, there are four other domestic water service providers within the City limits; California Water Service Company, East Niles Community Services District, Greenfield County Water District and Vaughn Water Company. The 2010 Urban Water Management Plans of the six domestic water service providers includes projected water use for single and multifamily housing needed for lower income households and projects this out to the year 2030. Additionally, purveyors in the City are not allowed to deny or condition the approval or reduce the amount of service for an application for development that includes housing affordable to lower income households. The water use projections for low income households make up about 29 percent of the City's projected water demands; 23.3 percent of Cal Water's projected water demand; 41% of East Niles Community Services District's projected water demands; and 8% of Vaughn Water Company's projected water demands. Greenfield County Water District is not required to prepare an Urban Water Management Plan because they have less than 3,000 water service connections. All five water service providers will be subject to any future water legislation that is a result of the current drought and these restrictions may impact the availability of housing.

A program included in this Housing Element for the City to continue to implement policies that grant priority to proposed developments that includes housing affordable to lower income households. All water service agencies must comply with SB 1087 and grant priority to proposed affordable housing projects.

The realistic capacity of the vacant sites was determined by analysis of vacant parcels throughout the City. Parcels in all zoning categories were analyzed to determine what building densities are typical for each zoning type, looking at land use controls and site improvements required. The realistic capacity presented in this survey is a conservative estimate of the density each site would likely be.

Most of the vacant residential sites have no constraints that would preclude development. Those with constraints can be easily mitigated. The two constraints present among the vacant sites are flood plains and hillsides. Both of these zones can be developed provided that certain mitigation measures are met; the realistic capacity of these zones is designated as much lower than other zones without these constraints.

Table 51 provides a summary of available residentially zoned land throughout the City of Bakersfield, with acreage suitable to accommodate very low, low, moderate and above-moderate housing, by zoning classification and unit capacity.

Table 53: Acreage and Units to Meet Current RHNA

Income Level	RHNA	Acres	Realistic Unit Capacity	Net Capacity Over Need
Very Low	9,706	604	19,477	9,771
Low	5,800	2,194	22,777	16,977
Moderate	6,453	12,780	63,994	57,541
Above Moderate	14,331	8,809	30,773	16,442
Total	**36,290**	**24,387**	**137,022**	**100,732**

Land most feasible for ease of residential development and immediate availability is located in the western and southeast portions of the City. Development potential varies based on the geographical location of land. The northeast is most impacted by hillsides, flood plains and lack of infrastructure. While this is generally available City-wide, the southwest area has significant amounts of vacant land currently zoned for housing.

The predominant development trend in central Bakersfield includes the development of City-assisted infill affordable housing units. However, the City has seen an increased interest in market rate housing in central Bakersfield, focusing on the redevelopment of vacant properties.

According to the City's Zoning Ordinance, multifamily housing can be built on any infill lot in the City's Downtown area. While there is developable land in the northeast, there are numerous development obstacles such as: topography (foothill terrain), soil stability, seismic zones identified in the Alquist-Priolo studies, inadequate accessibility, relative isolation and petroleum production. The lack of infrastructure was previously identified as a development constraint in the northeast; however, construction of comprehensive water and sewer systems throughout the area has significantly enhanced development potential in this area of the City. With the variety of zoning classifications, development can occur or will be accommodated to consider the topography, seismic and petroleum production conditions in the northeast.

According to the State Department of Housing and Community Development's "Housing Resources – Q&A," - "The analysis of the relationship of suitable sites to zoning provides a means for determining the realistic number of dwelling units that could actually be constructed on those sites within the current planning period of the housing element. The

analysis should also identify the zones the locality believes can accommodate its share of the regional housing needs for all income levels."

Table 52 summarizes vacant parcels by zone classification along with the conservative unit capacity for those parcels. A total of 24,387 acres are currently zoned for homes in the City of Bakersfield that will accommodate 137,022 new housing units – more than half the number needed to meet the City's current Regional Housing Needs Assessment of 36,290 new units to be built by 2023.

Table 54: Vacant Residential Land Inventory

Zoning Code	Zone Name	Acres	DU Capacity
Above Moderate			
A	Agriculture	659.4	76
R-H	Residential Holding	544.1	27
R-S	Residential Suburban	260.5	153
R-S-FP-S	Residential Suburban - Secondary Floodplain	15.2	4
R-S-HD	Residential Suburban - Hillside Development	22.4	3
E	Estate	1,115.7	3,084
R-1	One Family Dwelling	3,903.9	19,501
R-1 (10K / 18K)	Large Lot One Family Dwelling	2.8	7
R-1-FP-S	One Family Dwelling - Secondary Floodplain	49.7	164
R-1-HD	One Family Dwelling - Hillside Development	1,797.8	6,310
WM-R1	West Ming - One Family Dwelling	429.6	1,402
PUD	Planned Unit Development	8.3	42
	Above Moderate Total	**8,809**	**30,773**
Moderate			
R-1-4.5	Small Lot One Family Dwelling	25.3	129
R-1	One Family Dwelling	10,843.2	55,162
R-2	Limited Multiple Family Dwelling	411.6	2,401
R-2-HD	Limited Multiple Family Dwelling - Hillside Dev.	88.3	425
WM-R2	West Ming - Limited Multiple Family Dwelling	1,255.2	5,085
PUD	Planned Unit Development	156.1	793
	Moderate Total	**12,780**	**63,994**
Low			
MH	Mobile home	23.9	101
PUD	Planned Unit Development	15.3	331
R-2	Limited Multiple Family Dwelling	2,054.0	20,989
R-2-HD	Limited Multiple Family Dwelling - Hillside Dev.	22.2	107
R-2-MH	Limited Multiple Family Dwelling – Mobile home	17.8	125
R-3 & WM R3	Multiple Family Dwelling	60.6	1,124
	Low Total	**2,193.8**	**22,777**
Very Low & Extremely Low			
R-3	Multiple Family Dwelling	349.5	7,602
R-3-MH	Multiple Family Dwelling – Mobile home	5.7	139

Zoning Code	Zone Name	Acres	DU Capacity
R-4	High Density Multiple Family Dwelling	5.6	271
C-B	Central Business (residential above 1st floor)	7.4	349
C-C	Commercial Center	235.5	11,115
	Total Very Low & Extremely Low	**603.7**	**19,477**
	TOTAL AVAILABLE FOR HOUSING NEEDS	**24,387**	**137,022**

All properties listed above have adequate lot size and have water and sewer infrastructure readily available and can be developed within the Housing Element Planning period of 2015 to 2023. The City will monitor the amount and location of multifamily zoned land and the City will initiate zone changes to ensure the continued availability of land for very low and low income housing.

2.2.n. ZONING TO ACCOMMODATE LOWER INCOME HOUSEHOLDS

It is recognized that multifamily zones represent 13.7 percent of the total land zoned for residential development. The multifamily zones will accommodate over 44,838 multifamily units at a realistic capacity of 7 to 48.74 units to the acre. For the purposes of this Housing Element, it was estimated that the extremely and very low income units would most likely be constructed on high density zoned land and that low income units would predominantly be developed on medium to high density land. However, it is also feasible that single-family housing could be developed for very low and low income households and multifamily units will be constructed for moderate and low income households. Given that the City has such an abundance of vacant land, there is sufficient land to meet the needs of all income levels in need of various housing types.

The City will continue to meet with the development community to ensure that there is sufficient land to meet market demand and will monitor zone change requests on a quarterly basis at the time the GIS data is being updated and will monitor demand at the time of the Housing Element Annual Update and will initiate zone changes as necessary to meet demand.

Some of the sites included in the vacant land inventory are smaller sites with less than 2 acres. However, the City generally encourages lot consolidation and programs in this Housing Element will address additional opportunities for lot consolidation. In the past, the City's Redevelopment Agency has purchased smaller lots and consolidated them in order to make better use of the properties. While there are several smaller R-2 sites, there is an abundance of R-2 sites that would accommodate the RHNA for low income households.

The State states the default density standard for the City of Bakersfield is 30 dwelling units per acre. However, the R-2 zone has historically been a zone used to develop affordable multifamily housing. As shown in Table 53, there are eleven R-2 zoned sites, with existing affordable housing projects with densities that range from 6 to 33 dwelling units per acre. The City regularly approves higher density projects on R-2 sites based on the underlying land use which could allow up to 72.6 dwelling units per acre. The City encourages higher density development in R-2 zones by providing generous density bonuses if requested.

Other zones developed with existing affordable housing include C-2, C-B, C-C, PCD and R-3 zone districts. The mixed use commercial sites have an average density over 30 dwelling units per acre and the R-3 zone averages at about 17.74 units per acre.

Table 55: Affordable Housing Developments – Low & Very Low Income

Name	LU	Zoning	Total Units	DU/Acre	Acres
Panorama Park	GC	C-2	66	18.70	3.53
Plaza Towers and Annex	GC	C-2	200	63.90	3.13
The Village at Lakeside	HMR	C-2	136	26.36	5.16
Tegeler Hotel	MUC	C-B	53	311.76	0.17
Park Place Apartments (Seniors)	MUC	C-C	80	29.09	2.75
Residences at Old Town Kern	MUC	C-C	50	34.48	1.45
South Mill Creek Apartments	MUC	C-C	70	21.54	3.25
Village Park Senior Apartments	MUC	C-C	60	35.50	1.69
Baker Street Village	MUC	PCD	37	23.87	1.55
Average Density in Commercial Zones*			699	31.05	22.51
1420 Monterey	HMR	R-2	16	32.65	0.49
Adelante Vista	HMR	R-2	142	7.89	18
Casa Loma Family Apartments	LMR	R-2	113	12.60	8.97
Bakersfield Family Apartments	LMR	R-2	80	13.47	5.94
Hillsdale	HMR	R-2	4	13.33	0.3
King Square Family Apts.	LMR	R-2	73	5.41	13.5
Pineview	HMR	R-2	110	13.92	7.9
South Real Gardens	HMR	R-2	20	16.67	1.2
Summerfield Place	HMR	R-2	18	18.95	0.95
Sunny Lane Village	HMR	R-2	40	12.31	3.25
The Residents at West Columbus	HMR	R-2	56	16.72	3.35
Average Density in R-2 Zone			672	10.52	63.85
Bakersfield Family Apartments	HR	R-3	78	20.91	3.73
California Avenue Senior Housing	HR	R-3	180	33.83	5.32
Canyon Hills Senior Housing	HR	R-3	74	11.21	6.6
Coventry Place	HR	R-3	88	17.60	5
Emerald Glen Apts.	HR	R-3	240	18.68	12.85
Nina Place Apartments	HMR	R-3	65	13.60	4.78
P Street Family Apartments	HR	R-3	21	10.40	2.02
Santa Fe Apartments	PUD	R-3	56	21.96	2.55
St. John's Senior Manor	HR	R-3	79	35.43	2.23
Sycamore Walks Apt	HMR	R-3	112	17.50	6.4
Village at East Hills	HR	R-3	258	26.88	9.6
Willows	HR	R-3	120	7.89	15.21
Auburn Heights	HR	R-3-MH	160	16.00	10
Average Density in R-3 Zone			1,531	17.74	86.29

Name	LU	Zoning	Total Units	DU/Acre	Acres
Madison Place	HMR	R-S	56	12.31	4.55
*Being outside the status quo, density average does not include Tegeler Hotel.					
Source: HACK, HUD LIHTC Database, July 2015					

During the previous Housing Element planning period, 2008-2013, to further ensure that there is enough vacant residentially zoned land to accommodate high density housing, the City committed to rezoning 40 to 80 acres of vacant land to R-3 and R-4 zone districts and included a program to fulfill this need. Land zoned R-3 and R-4 was determined to be the most compatible development for low and very low income households. The City did rezone 60 acres of vacant land to R-3 and C-C zoning districts to accommodate high density housing developments. The previous Housing Element also did not take into account the vacant Central Business and Commercial Center zones, which allows unlimited residential density. The City's R-4, C-C and C-B zoning districts meet the density requirements of zones that exceed the minimum 30 units per acre required by Assembly Bill 2348 to accommodate lower income households. Although not typically accommodating a density of over 30 units per acre, the City's R-3 zone accommodates a majority of the City's affordable housing as you can see on Table 53.

Table 56: Vacant Residential Zoning for Very & Extremely Low Income

Zoning District	Usable Density (DU/Acre)
Multiple Family Dwelling (R-3)	21.75
Multiple Family Dwelling – Moblie Home (R-3-MH)	24.39
High Density Multiple Family Dwelling (R-4)	48.74
Central Business (C-B)	47.19
Commercial Center (C-C)	47.19

The financial feasibility and market demand for R-3 zoning to provide housing for lower income households is demonstrated by the amount of affordable housing that already exists in this zone. It may not be feasible or realistic to develop at 30 units per acre. Key factors that could eliminate the possibility of high density development include increasing construction costs and possible diminishing returns, low land costs, on-site amenities, and location to transit and employment. With low land costs, there are more market demands for more median density projects with parks and other amenities in close proximity to schools, medical clinics and other community serves.

2.3 CONSTRAINTS, EFFORTS AND OPPORTUNITIES

The purpose of this section of the Housing Element is to analyze potential and actual governmental and non-governmental constraints on the maintenance, improvement and development of housing in the City of Bakersfield. A discussion of Bakersfield's efforts to remove constraints is included, as well as efforts to promote energy conservation.

2.3.a. GOVERNMENTAL CONSTRAINTS

2.3.a (1) State and Federal Policy

Actions or policies of numerous governmental agencies, whether involved directly or indirectly in the housing market, can impact the ability of the private sector to provide adequate housing to meet consumer demands. One example, the impact of federal monetary policies, and the budgeting and funding policies of a variety of departments can either stimulate or depress various aspects of the housing industry. Local or state government compliance or the enactment of sanctions (sewer connection or growth moratoriums) for noncompliance with the federal Clean Air and Water Pollution Control Acts can impact all types of development.

State agencies and local government compliance with state statutes can complicate the development of housing. Statutes such as the California Environmental Quality Act and sections of the Government Code relating to rezoning and General Plan amendment procedures can also act to prolong the review and approval of development proposals by local governments. In many instances, compliance with these mandates establishes time constraints that cannot be altered by local governments.

Local governments exercise a number of regulatory and approval powers which directly impact residential development within their respective jurisdictional boundaries. These powers establish the location, intensity, and type of units that may or may not be developed. The City's General Plan, zoning regulations, project review and approval procedures, development and processing fees, utility infrastructure, public service capabilities, and development attitudes all play important roles in determining the cost and availability of housing opportunities in Bakersfield.

2.3.a (2) Land Use Controls

In terms of land use controls, the General Plan establishes the location and amount of land that will be allocated to residential development, and also establishes the intensity of development (in terms of unit densities and total number of units) that will be permitted. While nearly all components or elements of the General Plan contain goals and policies that influence residential development, it is the Land Use Element that has the most direct influence.

The City of Bakersfield Development Standards does not contain any unduly restrictive provisions. Building height, setbacks, lot areas, and parking are generally within the range of other cities in the State. Open Space provisions (parklands) require 2.5 acres of parkland for every 1,000 persons.

Table 57: Development Standards by Residential Zone

Zone District	Bldg. Height	Yard Setback			Min. Lot Area (acres)	Lot Area	Parking Spaces	Open Space[1]
		Front	Side[2]	Rear				
CC	180’	NA	NA	NA	6,000	NA	1-2/du	Yes
CB	None	NA	NA	NA	6,000	NA	1-2/du	Yes
E	35’	20’	5’	25’	10,000	NA	2/du	Yes
R-S	35’	20’	5’	25’	24,000	NA	2/du	Yes
R-1	35’	20’	5’	25’	6,000	NA	2/du	Yes
R-1 4.5	35’	20’	5’	25’	4,500	NA	2/du	Yes
R-2	2.5 stories 35’	15’	5’	25’	6,000	2,500	1-2/du	Yes
R-3	45’	15’	5’	15’	6,000	1,250	1-2/du	Yes
R-4	4 stories 35’	15’	5’	15’	6,000	600	1-2/du	Yes
MH	1 story 15’	15’	5’	5’	Max. 7 du/acre	NA	2/du	Yes
PUD	ZC[3]	ZC[3]	ZC[3]	ZC[3]	1	ZC[3]	1-2/du	Yes
R-H	NA	NA	NA	NA	20	NA	2/du	Yes
A	35’	20’	5’	25’	6,000	NA	NA	Yes

Source: City of Bakersfield Zoning Ordinance
[1] Two and one half acres per one thousand persons.
[2] Minimum side yard of corner lot is 10 feet on side street frontage.
[3] Determined at PUD Zone Change or PUD review approval.

2.3.a (3) Local Entitlement Processing and Fees

Two aspects of local government have been criticized as placing undue burdens on the private sector's ability to build affordable housing. These are: (1) the fees or other exactions required of developers to obtain project approval and, (2) the time delays caused by the review and approval process. Critics contend that lengthy review periods increase financial and carrying costs and that fees and exactions increase expenses. These costs are, in part, passed onto the prospective homebuyer in the form of higher purchase prices or rents.

A survey of the planning application fees charged by the City of Bakersfield is generally lower than cities outside Kern County, but is comparable to Kern County fees. Smaller cities in Kern County generally have lower application fees. Kern County charges a fee of $1,230 plus $25/lot for a zone change, plus the cost of the environmental document ($2,660 min. for an Initial Study and Negative Declaration). The City of Bakersfield charges a reduced fee, if a general plan amendment and zone change are processed concurrently. The total for both if processed at the same time is $11,325. Other jurisdiction comparisons can be found in Table 56. Bakersfield is lower than other large cities but higher than immediate neighbors.

Table 58: Planning Application Fees – Surrounding Jurisdictions

Jurisdiction	General Plan Amendment*	Zone Change*	Tract Map	Variance
Bakersfield	$8,100	$6,405	$6,090	$1,905
Fresno	$10,539	$10,325	$20,671 +$ 8,815 per each 50 Lots	$6,160
Santa Clarita	$17,760	$19,565	$18,825 + $217 ea. additional lot over 24 lots	$6,260
Shafter	$1000 + cost of environ. report	$750	$1,850 + $25/lot	$750
Kern County	$1,565 + environ. report	$1,230 + $25/lot + environ. report	$2,770 min. + $175/lot + environ. report	$1,410 + $25/lot
*In Bakersfield, the general plan amendment and zone change are reduced if done concurrently. The total for both if done simultaneously is $11,325. In Santa Clarita, the total for both if done simultaneously is $28,875				
Source: City of Bakersfield Planning Dept. Application Fees May 2015; City of Fresno Fee Schedule (Revised effective 08/27/12); City of Shafter Fee Schedule May 2015; City of Santa Clarita Planning Division Fee Schedule May 2015; Kern County Land Development Fee Schedule May 2015				

The time required to process a project varies tremendously from one project to another and is directly related to the size and complexity of the proposal and the number of actions or approvals needed to complete the process. The following chart identifies the most common steps in the entitlement process. It should be noted that each project does not necessarily have to complete each step in the process (i.e., small scale projects consistent with General Plan and zoning designations do not generally require Environmental Impact Reports (EIRs), a General Plan Amendment, a rezone, or zoning modification). Also, certain review and approval procedures may run concurrently. Since a majority of EIRs are prepared in response to a General Plan Amendment request, these two actions are processed simultaneously. Bakersfield also encourages the joint processing of related applications for a single project. As an example, a rezone petition may be reviewed in conjunction with the required tentative tract map and any necessary variances. Such procedures save time, money and effort for both the public and private sector.

Table 59: Development Review and Approval Procedures

Action/Request	Processing Time	Comments
Environmental Impact Report (Fee: Actual cost to prepare + administration)	8 – 10 months	Processing and review time limits controlled through CEQA. Accepted by decision making body
Negative Declaration (Fee: $285)	6 – 8 weeks	Processing time can be extended if the project has a longer review and approval period. Adopted by decision-making body

Action/Request	Processing Time	Comments
General Plan Amendment (Fee: $8,100) General Plan Amendment and Zone Change processed simultaneously (Fee: $11,325)	4 – 6 months (if EIR is not required)	Gov. Code Section 65358 limits the number of times any element of the General Plan can be amended each calendar year. Approved by the City Council upon recommended by Planning Commission
Zone Change (Fee: $6,405) PUD & PCD (Fee: $7,075)	90 – 120 days	Certain procedures and time limits established by Gov. Code Sections 65854-65857. Approved by the City Council upon recommendation by the Planning Commission
Parcel Map (Fee: $5,520)	90 – 120 days	Approved by Planning Commission
Tentative Tract Map (Fee: $6,090)	90 – 120 days	Approved by Planning Commission
Planned Development Review (Fee: $725 – $7,829.75)	60 – 90 days	Approved by Planning Commission
Administrative Review (Fee: $200 – $910)	45 – 60 days	Approved by Planning Commission
Zoning Modification (Fee: $1,905)	45 – 60 days	Approved by Board of Zoning Adjustment
Conditional Use Permit (Fee: $2,235 – $8,655)	45 – 60 days	Approved by Board of Zoning Adjustment
Site Plan Review (Fee: $340 – $7,814.75)	60 – 90 days	Staff level review

In development jargon – time is money! That is true of whatever type of a project is under construction, but particularly true for affordable housing with its smaller profit margins. Recognizing that fact, the City of Bakersfield has developed an innovative program entitled "Team Bakersfield." Under this program, whichever City employee is the first person to assist the developer, that employee becomes the sole contact for the developer for that project. The designated staff member will lead the developer through approvals, permits, inspections, and even financing. Using this process, the average processing time from beginning to end is six weeks for a multifamily housing project (if General Plan amendment or zone change is not required). With this in mind, the City also has a one-stop in-take counter where multiple applications can be made at the same time.

A majority if the processing times referenced in Table 57 are established by law and/or are subject to statutory public hearing and comment periods. The following discussion outlines the level of review required for various permits and timelines associated with those reviews.

Ministerial Permits Issued by Community Development Department:

- **Building Permits**
  A building permit may be issued the same day as requested if all required documentation is correct. This includes a plot plan identifying the building location on site with required setback adherence.

Discretionary Permits Issued by Community Development Department:

- **Site Plan Review**

  When a project site has the land use designation and zoning to accommodate the density for the proposed multi-family residential development, then only a Site Plan Review application is required. The Site Plan Review process would ensure the development meets all requirements within the Zoning Ordinance. The Zoning Ordinance includes requirements for such things as parking, landscaping, building setbacks, and building heights. Site plans typically go through a 60-day review period. Typically the site plan review uses a previous CEQA documents for their environmental review.

Discretionary Permits Issued by Board of Zoning Adjustment:

- **Zone Modification & Conditional Use Permits**

  The process includes a 30-day review period for completeness, a 45-day processing time for environmental documents, and a public hearing before the Board of Zoning Adjustment. Decisions of the Board of Zoning Adjustment may be appealed to the Planning Commission.

  Environmental Impact Reports (EIRs) are rarely required for these types of permits; however, should an EIR be required the project shall meet all requirements within the California Environmental Quality Act (CEQA). Approximately one project out of 500 requires an EIR. This means it rarely happens for this category of permit. When required, processing of an EIR could require an eight to ten month process.

Discretionary Permit Issued by Planning Commission:

- **Tentative Tract Map**

  State Law allows a 30-day review to determine completeness of the application. Copies of the Tentative Maps are sent to agencies for review. A Negative Declaration is usually processed for the environmental document. The Negative Declaration is distributed for a 20-day review period to responsible agencies and a notice to property owners (including posting of proposed action by a sign on the affected property) and newspaper notice all take place simultaneously. This means that the tentative tract maps can take a total of 60-days to reach the Planning Commission. Tentative tract maps are approved by the Planning Commission. If

there is no appeal then the Planning Commission decision is final. If the application is denied, the applicant may appeal the decision to the City Council within ten days.

A tentative tract map can be processed concurrently with a General Plan Amendment/Zone Change request. If this occurs, then a Negative Declaration or EIR may be required for the application.

Discretionary Permit Review by Planning Commission Prior to City Council:

- **General Plan Amendments**

  State Law allows municipalities to amend the General Plan Elements up to four times per year. State Law allows a 30-day review period to determine the application is complete. Typically a Negative Declaration is processed for such applications. The Negative Declaration and notice of hearing is distributed to responsible agencies for a 20-day review and the notice is sent to property owners within 300 feet from the project site (including posting of the proposed action by a sign on the affected property) and newspaper notice all take place simultaneously. The Planning Commission reviews General Plan Amendment applications on a quarterly cycle. If no EIR is required, this review occurs. However, if an EIR is required the project must meet all requirements within CEQA, which means the process could take up to 18 months.

  The Planning Commission decision is a recommendation to the City Council. The City Council has the final decision on all General Plan Amendment requests.

- **Zone Changes**

  Typically a Zone Change application follows the same steps as a General Plan Amendment application; however, there are no restrictions as to the amount of Zone Change applications for Planning Commission reviews per year. State Law allows a 30-day review period for completeness determination. Typically a Negative Declaration is processed for such applications. The Negative Declaration and notice of hearing is distributed to responsible agencies for a 20-day review and the notice is sent to property owners within 300 feet from the project site (including posting of the proposed action by a sign on the affected property) and newspaper notice all take place simultaneously. The Planning Commission hears zone change requests at any time, but they can be processed separately from a General Plan Amendment. If an EIR is required, then the zone change project must meet all requirements within CEQA, which means the process could take up to 18 months.

  The Planning Commission decision is a recommendation to the City Council. All Zone Change applications have a first and second reading prior to adoption by the City Council.

Table 60: City of Bakersfield Discretionary Actions

Discretionary Permit	Decision Maker
General Plan Amendment	City Council/Planning Commission
Zone Change	City Council/Planning Commission
Tentative Tract Map or PUD Review	Planning Commission
Multifamily Residential PUD Review	Planning Commission
Zone Modification	Board of Zoning Adjustment
Conditional Use Permit	Board of Zoning Adjustment
Multifamily Site Plan Review	Community Development Department
Source: City of Bakersfield Zone Ordinance	

The single most important improvement to the development process has been the initiation of "Team Bakersfield" in the City's Community Development Department. It provides a personal one-on-one relationship between an applicant and a City employee. Team Bakersfield provides a single point of contact for all dealings with the City, including other department review, application and permit processing, and inspections. This one-stop support helps eliminate challenges caused by red tape and ensures that affordable housing developments are fast-tracked through the system.

Fees, land dedications, or improvements are also required in most instances to provide an adequate supply of public parkland and to provide necessary public works improvements (streets, sewers, and storm drains) to support the new development. While such costs are charged to the developer, most, if not all, additional costs are passed to the ultimate product consumer in the form of higher home prices or rents.

The significance of the necessary public works improvements in determining final costs varies greatly from project to project. The improvements are dependent on the amount of existing improvements and nature of the project.

The City has additional fees that are charged to new development. Both the City and County collect the Habitat Conservation Fee, currently $2,145 per gross acre, within the Metropolitan Bakersfield area. The school impact fees of $2.79 - $6.08 per sq. ft. for residential projects and $0.47 per sq. ft. for commercial projects, are considered "typical." Some school districts have adopted slightly different fees. A park fee of $1,825 per residential unit is imposed, as is a Strong Motion Instrumentation (seismic) fee of $10 per $100,000 of assessed valuation for residential projects and $21 per $100,000 of assessed valuation for commercial/industrial projects. Sewer fees for residential construction are: single family - $4,000 per unit; multifamily (1 bathroom) - $2,545 per unit; and multifamily (2 or more bathrooms) - $2,880 per unit.

Fees for housing in the City will vary by development size, unit size, the extent to which environmental testing is needed, and whether or not general plan amendments, zone maps, and administrative reviews are needed. Below is an example of the fees associated with a single-family unit and multifamily unit on land already entitled for residential.

Table 61: Average Fees for Single-Family and Multifamily Developments (2015)

Fee	Single Family (6,000 sq.ft. lot)	Multi Family (1,250 sq.ft of lot area/DU)
Tract Map + Final Check	$6,090 + $895 + $33.25/lot	Not needed
Site Plan Review	Not needed	$725 - $7,829.75
Habitat Conservation	$2,145 per gross acre	
Park	$1,825 per residential unit	
School	vary by school district $2.79 - $6.26 per sq. ft. of unit	
Sewer	$4,000 per unit	$2,545 or $2,880 per unit
Traffic Impact Fee	$7,747 per unit (Core Area) $12,870 per unit (Non-Core)	$3,740 per unit $6,213 per unit
Average Per Unit	**$38,529**	**$19,761**
Source: City of Bakersfield, Community Development Department, May 2015		

Compliance with numerous governmental laws or regulations can also add to the cost of housing. Requirements which relate to site coverage, parking, and open space within developments can indirectly increase costs by limiting the number of dwelling units which can occupy a given piece of land. This is especially true with larger units when the bulk of the buildings and increased parking requirements occupy an increasing share of the site. In some instances, developers must decide whether or not to build smaller units at the maximum allowable density or fewer larger units at a density less than the maximum. Either solution can have different impacts on the housing market.

During the Consolidated Plan Update process, the City made a commitment to developing a process for an overall collaborative effort to link needs and develop compatible and cooperative programs from all sources.

Building a higher number of small units can reduce costs and provide additional housing opportunities for smaller households but does not accommodate the needs of larger families. Bigger units can be made available to families but because of their size and lower density, the cost of these units is higher.

Other development and construction standards can also impact housing costs. Such standards may include the incorporation of additional design treatment (architectural details or trim, special building materials, landscaping, and textured paving) to improve the appearance of the development. Other standards included in the Uniform Building Code state regulations regarding noise transmission and energy conservation can also result in higher construction costs. While some of these features (interior and exterior design treatments) are included by the developer to help sell the product in the competitive market, or some features (energy conservation regulations) may actually reduce monthly living expenses, all add to the initial sales price, which is becoming an increasingly difficult hurdle for many new homebuyers.

Specifically, compliance with SB 520 (Article 10) is met by permitting supportive multifamily or single family housing for the disabled in any residential zone that permits non-designated single or multifamily housing. The City provides $3,500 grants to disabled persons to improve access and mobility in their homes. The City will continue to fund out-reach

programs at the County Mental Health facility. Also, although supportive housing is permitted in residential zones, a program is included in this Housing Element is to update the Zoning Ordinance to specifically identify supportive housing to be allowed in residential districts as long as the housing is consistent with the zoning use.

The City of Bakersfield offices are handicapped accessible. All applicants are provided one-on-one assistance to complete the forms for zoning, permits, or other building applications. The City of Bakersfield is a Charter City. Changes in design requests are subject to the conditions of a zoning modification decided at a hearing before the Board of Zoning Adjustment. The City will reasonably accommodate any specific request for assistance subject to the intent and purpose of the zoning code. Applications for retrofit are processed over-the-counter in the same process as for improvements to any single family home.

A request for reasonable accommodation may be made by any person with a disability, their representative or any entity, when the application of a zoning law or other land use regulation, policy or practice acts as a barrier to fair housing opportunities. A person with a disability is a person who has a physical or mental impairment that limits or substantially limits one or more major life activities, anyone who is regarded as having such impairment or anyone who has a record of such impairment.

A request for reasonable accommodation may be made by any person with a disability, their representative or any entity, when the application of a zoning law or other land use regulation, policy or practice acts as a barrier to fair housing opportunities. A person with a disability is a person who has a physical or mental impairment that limits or substantially limits one or more major life activities, anyone who is regarded as having such impairment or anyone who has a record of such impairment.

A request for reasonable accommodation may include a modification or exception to the rules, standards and practices for the siting, development and use of housing or housing-related facilities that would eliminate regulatory barriers and provide a person with a disability equal opportunity to housing of their choice.

The written decision to grant or deny a request for reasonable accommodation will be consistent with the Federal Fair Housing Act and the California Fair Employment and Housing Act (the Acts) and is based on consideration of the following factors:

1) Whether the housing, which is the subject of the request, will be used by an individual disabled under the Acts.
2) Whether the request for reasonable accommodation is necessary to make specific housing available to an individual with a disability under the Acts.
3) Whether the requested reasonable accommodation would impose an undue financial or administrative burden on the City.
4) Whether the requested reasonable accommodation would require a fundamental alteration in the nature of a City program or law, including but not limited to land use and zoning.
5) Potential impact on surrounding uses. Whether the accommodation, when evaluated on case by cases basis, will negatively impact neighbors.

6) Physical attributes of the property and structures.
7) Alternative reasonable accommodations which may provide an equivalent level of benefit.

The City considers all requests for reasonable accommodation and all exceptions to zoning. If a person were to request a zoning modification, they would fill out an application and this would go before the Board of Zoning Adjustment. This allows a forum for discussion for requests, such as if a person needs to build a tall wall in their yard, or a fence needs to be much higher than what is typical, which sometimes affects neighbors. Requests for group homes, special needs housing and supportive housing have streamlined processes because one City employee is designed to be the point-person for the complete application, processing, and permitting process. This reduces processing time and provides one-stop coordination for all municipal actions and approvals. The City permits state licensed group homes with six or fewer persons in any residential zone without restriction or additional permits. This allows proponents to locate these facilities in any area they can afford without addition development or permit costs. It is a market issue, not jurisdictional.

The City of Bakersfield continually reviews its ordinances, policies and practices for compliance with fair housing laws. A recent review resulted in a broadened and revised definition of “family” to include State and federal definitions relating to unrelated adults.

“Family” means an individual or group of individuals, related or unrelated, living together as a single housekeeping unit, including necessary servants. A family does not include institutional group living situations such as a residential facility, rest home, dormitory, or similar use, nor does it include such commercial group living arrangements such as a rooming house, motel, hotel, or similar use. (Ord. 3964 § 3, 2000: prior code § 17.08.230)
This definition of family is not a constraint to persons living in group homes or residential care homes because the City of Bakersfield regulates the use of the structure, not the number of people or the living situation. The City has examined its definition of family to ensure that it does not constrain housing for persons with disabilities, including residential care facilities. The City’s definition of family does not distinguish between related and unrelated persons and does not impose limitations on the number of persons that may constitute a family.

All multifamily complexes are required to provide handicapped parking at a rate of one for every 20 non-handicapped spaces. The City works with the developers of special needs housing and will reduce parking requirements if the applicant can demonstrate a reduced need for parking.

Group homes with more than six persons are permitted in all commercial zones without additional action and in residential zones with a Conditional Use Permit from the Board of Zoning Adjustment at a noticed public hearing. Property owners within 300 feet of the site are noticed and may attend and comment. There are no regulations relating to the siting of special needs housing in relationship to distance or location to one another.

The City of Bakersfield holds public hearings for every change or amendment to any ordinance, policy, program, procedure, funding, and other similar actions. There is no public

comment request for the establishment of a state licensed group home for six or less persons. There are no special conditions for state licensed group homes that also provide services if there will be six persons or less in a residence or if the larger facility is located in a commercial zone. However, if the larger facility is planned in a residential zone the services component (meaning the services provided at the facility for the residents) will become a part of the Conditional Use Permit process outlined above.

2.3.a (4) Building Codes and Enforcement

Compliance with Building Code standards often adds to the cost of construction, but is seen as necessary to protect the health, safety and welfare of the citizens. Compliance results in greater construction costs up front but ensures that the buildings retain their structural integrity.

The City of Bakersfield does not have any amendments to its building codes that might diminish the ability to accommodate persons with disabilities.
Also, the City uses the CALDAG Book, an interpretive manual that shows the correlation between federal and state rules, regulations, and guidelines for compliance with ADA and California requirements. Additionally, the City has adopted these design elements into their building code.

The City of Bakersfield will ensure that its ordinances comply with the provisions of Chapter 671 pertaining to reasonable accommodation.

In 1997 the City of Bakersfield adopted the Uniform Building Code (UBC), Uniform Housing Code, and the Uniform Code for the Abatement of Dangerous Buildings. New structures must conform to the standards of the UBC. In addition, the City has adopted the following amendments to the UBC: dust abatement, fee schedule, geological and flood hazards, concrete quality and mixing, excavation and grading, application procedures, plan review fees, grading permits and fees, Uniform Mechanical Code and amendments for LPG appliances, need for Type 1 hood, condensate disposal, Uniform Code For Abatement of Dangerous Buildings and enforcement, procedures for work by private contract, and repair and demolition fund; Uniform Plumbing Code and minimum plumbing facilities, water heater floor support, installation, inspection, and testing of water piping, and testing for swimming pools; sewer required if connection is within 1000 feet of property line, appliance connectors for mobile home gas, Electrical Code permits and meter-re-set, special requirements for rigid metal conduit, service equipment protection, swimming pool panel board grounding, Uniform Sign Code repainting or cleaning, real estate sign limits, Fencing, Swimming Pools, Spas, and Hot Tubs, protective enclosures, doors and gates, extension of time, Pay Toilets Prohibited, Uniform Housing Code standards provide for repair of existing dwellings under the building code criteria in effect at the time the dwelling was constructed. The Uniform Housing Code is not applicable to structural modifications or additions. The Uniform Code for the Abatement of Dangerous Buildings applies to all buildings, old or new. The primary thrust of this code is safety. These building codes ensure structural integrity, and facilitate the City's efforts to maintain a safe housing supply.

2.3.b. NON-GOVERNMENTAL CONSTRAINTS

The ability to address the underserved needs of the citizens of the City of Bakersfield must overcome a variety of obstacles, many of which are beyond the scope of municipal governments. The responsibility for identifying, responding to, and mitigating these needs rests with the agencies providing services. Funding limitations exist at all levels.

The private market influences the selling and rental prices of all types of housing. This includes existing and new dwelling units. While actions within the public sector play important parts in determining the cost of housing, the private sector affects the residential markets through such mechanisms as supply costs (i.e., land, construction, financing) and value of consumer preference.

2.3.b (1) Availability of Financing

One constraint affecting housing costs is the cyclical nature of the housing industry. Housing production can vary widely from year to year with periods of above-average production followed by periods of below-average production. Fluctuations are common in most industries but appear to be more dramatic in the homebuilding sector because of susceptibility of the industry to changes in federal fiscal and monetary policies. Bakersfield has a relatively stable housing market despite interest rate fluctuations. New residential building permits issued by the City from 2007-2014 totaled 9,338, with almost 96 percent going towards standard single family units.

One significant component to overall housing cost is financing. The City of Bakersfield, like the rest of California, has a long history with fluctuating housing prices and financing availability. For example, the 1980's saw a rise in interest rates that peaked at approximately 18.8 percent, while the 1990's saw interest rates drop dramatically, fluctuating between six and eight percent. More recent years have seen unparalleled volatility in the housing market with median housing prices in 2006 reaching above $314,000 (Zillow Home Value Index). These high prices, coupled with a substantial drop in the cost of fixed rate mortgages and the widespread use of adjustable rate mortgages, eventually led to a boom in foreclosures from 2008-2012. As a result, in 2012 the median sales price of housing plummeted to $133,000 (Zillow Home Value Index). These conditions made banks far more selective in who received mortgages. Since 2012, there has been a rebound in the housing market for both housing prices and availability of financing. The current rate on a 30-year fixed rate mortgage is about 4 percent with a median housing price of $202,600 (Zillow, Home Value Index for April 2015).

Interest rates dramatically influence a buyer's ability to purchase a home. Interest rates impact housing costs in two ways. First, the costs of borrowing money for the actual development of the dwelling units are incorporated directly into the sales price or rent. Second, the interest rate of the homebuyer's mortgage is reflected in subsequent monthly payments. Often the monthly costs are more critical to the homeowner than the final sales price. As such, variations in interest rates can price many consumers out of the housing market. For example, a 30-year loan of $202,600 financed at 4 percent translates into a

monthly payment of $871 while a similar loan at 5 percent increases the payment to $979 per month.

The following table shows the current median price of a single family home ($202,600, Zillow Home Value Index for April 2015) and the annual income required to purchase that same home over the next eight years of the Housing Element period. The price has been adjusted for inflation using the average inflate rate over 2014 of 1.6 percent. Using the 2013 American Community Survey estimates for Kern County, the median household income is $48,552. Therefore, it is anticipated that over the Housing Element period (2014-2023), households that meet the median income level can afford a median priced home in Bakersfield. However, those with lower incomes will have a more difficult time.

Table 62: Effects of Interest Rates on Monthly Payments

House Price	Down Payment	Loan Amount	Monthly Payment	Annual Income
4% Interest				
$202,600	$20,260	$182,340	$871	$34,840
$205,842	$20,584	$185,258	$884	$35,360
$209,135	$20,914	$188,221	$899	$35,960
$212,481	$21,248	$191,233	$913	$36,520
$215,881	$21,588	$194,293	$928	$37,120
$219,335	$21,934	$197,401	$942	$37,680
$222,844	$22,284	$200,560	$958	$38,320
$226,410	$22,641	$203,769	$973	$38,920
5% Interest				
$202,600	$20,260	$182,340	$979	$39,160
$205,842	$20,584	$185,258	$995	$39,800
$209,135	$20,914	$188,221	$1,010	$40,400
$212,481	$21,248	$191,233	$1,027	$41,080
$215,881	$21,588	$194,293	$1,043	$41,720
$219,335	$21,934	$197,401	$1,060	$42,400
$222,844	$22,284	$200,560	$1,077	$43,080
$226,410	$22,641	$203,769	$1,094	$43,760

Race/Ethnicity also plays an important role in whether or not financing is easily available. According to 2012 Home Mortgage Disposition Act Data (HMDA), the disposition of home purchase loans compared to the racial and ethnic composition of Bakersfield's population indicated that American Indians, Asians, Black/African Americans and Hispanic/Latinos were under represented in the homeownership market. This was especially evident for Hispanic/Latinos (-10.7%) and Black/African Americans (-6.1%). By contrast, the percent of homebuyers who are White were ten percent higher than their percentage of the population. This was also reflected in the approval rate for home purchase loans in the City of Bakersfield. Non-Hispanic Whites had the highest approval rate for both conventional and government-backed home purchase loans at approximately 78 percent. While the conventional loan approval rate for Asian applicants was 72.1 percent, Hispanics applicants

was 68.9 percent, African-American applicants was 60.6 percent and only 54.2 percent for American Indian applicants.

Although an analysis of lending patterns for race/ethnicity provides valuable information, it still cannot provide a reason for any discrepancy. Aside from income, many other factors can contribute to the availability of financing, including credit history, the availability and amount of a down payment and knowledge of the home-buying process, among others. However, the City will continue to monitor the approval rates among ethnic groups and continue to take appropriate actions to remove barriers to financing, including credit counseling, down payment assistance and homebuyer education programs.

2.3.b (2) Cost of Land

The cost of residential land has a direct impact on the cost of a new home and is, therefore, a potential non-governmental constraint. The higher the land costs, the higher the price of a new home. However, like the costs for homes, land in Bakersfield is still among the most affordable in the State. Current vacant land listings range from a 1.03 acre lot for $215,000 in an R-1 zone to a 23.65 acre R-3 lot for $690,000.

Table 63: Vacant Land Costs

Area	Lot Size	Zoning, Potential DU	Total Cost	Est. Cost per Unit
Multifamily				
APN# 388-072-24	2.4940 ac	R-2, 34	$95,000	$2,794.12
Padre St	1.87 ac	R-2, 26	$320,000	$12,307.69
4100 Cottonwood Rd	23.65 ac	R-2, 329	$690,000	$2,097.26
231 L St.	4,914 sq.ft.	R-3, 3	$30,000	$10,000
917 10th St.	4,445 sq.ft.	R-3, 3	$35,000	$11,667
2006 Planz Rd.	37,536 sq.ft.	R-3, 24	$209,000	$8,708.33
Single Family				
Panama Lane and Gosford Rd.	60.80 ac	R-1, 221	$6,851,000	$31,000
7110 Amati Dr.	1.03 ac	R-1, 6	$215,000	$35,833.33
Highland Knolls	10.99 ac	R-1, 63.84	$500,000	$7,832.08
Source: Tobias Real Estate, May 2015				

2.3.b (3) Cost of Construction

The costs of labor and materials have a direct impact on the price of housing and are the main components of housing cost. Residential construction costs vary greatly depending upon the quality, size, and the materials being used. According to the California Affordable Housing Cost Study, construction costs are the most significant being 69 percent of total development costs. Demolition/site preparation and developer fees were the next largest categories, accounting for 8 and 7 percent of total costs, respectively. Local permits and development impact fees comprised 6 percent of total development costs, and costs for

architects, engineering and surveys represented 4 percent. Acquisition costs and offsite improvements were just one percent of costs, with other costs accounting for the remaining 4 percent of development costs.

The high cost of constructing housing in California is an important public policy issue impacting our state's economic growth, its environment, and the health of its citizens. Policies that can help reduce the costs for the development of affordable housing can result in increased supply, fostering sustainable growth for our great state in the coming decades.

As noted throughout this Housing Element, land costs in the City of Bakersfield are generally affordable to developers of all types and costs of housing. The City has some of the most affordable housing of any urban area in the State of California. While this is expected this situation will continue for the Housing Element period (to 2023), the City will continue to collect development cost and location data on a regular basis and ensure that City officials are aware of and track any changes to supply and cost. If land costs increase or availability decreases, the City can be proactive to direct available funds toward affordable residential development or to zone additional land to accommodate very low and low income apartments and/or single family homes.

Product design and consumer expectations also influence the types and styles of units being constructed in this area. Today's new homes are quite different than those produced during the 1960's. Numerous interior and exterior design features (larger master bedroom suites, microwave ovens, trash compactors, dishwashers, wet bars, decorative roofing materials, exterior trim, and architectural style) make it difficult to make direct comparisons in costs over the years. In a highly competitive and sophisticated market such as Southern California, many consumers consider these "extra touches" as necessities when buying a new home. While the basic shelter or "no frills" house has met with varying degrees of consumer acceptance, the high costs of homeownership may lead to a return to less complicated designs.

A significant constraint to many families is the specific design features (lack of recreational facilities or unit size and design) in individual projects that are not suited for children. In addition, design features such as stairs, hallways, doorways, counters, and plumbing facilities restrict access to handicapped persons.

2.3.c. CONSTRAINT REMOVAL EFFORTS

The City of Bakersfield has instituted actions aimed at reducing the impact of the public sector role in housing costs. Development permits were being delayed due to the requirements of the California Department of Fish and Wildlife and the U.S. Fish and Wildlife Service requirements for individual projects to mitigate endangered species for proposed developments within the Metropolitan Bakersfield area. In late 1994, the City of Bakersfield and Kern County successfully processed a Habitat Conservation Plan (HCP). This HCP allowed proposed development to occur with the payment of a per acre fee which would be used to purchase habitat for a mitigation bank. The adoption of the HCP has eliminated the need for individual negotiations with California Fish and Wildlife and Fish

and Wildlife Service, which had added more than a year to development application approvals.

The City's processing policies regarding "piggyback" or concurrent review of related applications for a single project also reduce overall time and costs.

Although the City's processing and development fee structure accounts for less than two percent of the final costs, cost implications for developers of low-income housing can be significant when any increase inhibits the ability to provide units affordable to their clients. To offset developer's costs, the City sometimes installs public improvements for affordable housing. Such an effort results in a reduction in fees paid by private housing developers.

The City provides cost reductions to developers through the Density Bonus and Other Incentive Ordinance when low and very-low income housing units are proposed. Further cost reductions occur in the form of increased densities and concessions such as flexibility in site development standards and zoning code requirements, reductions in development fees and dedication requirements, financial aid, and/or accelerated plan check.

Cost reductions occur through the more efficient use of land in the Commercial/Residential land use zone, SRO conversions, the creation of specific parking requirements for the downtown area, granny units, accessory units and the Planned Unit Development (PUD) program. For example, the PUD residential districts of the zoning code allow design flexibility through, but not limited to, small lots, zero lot line, cluster developments, mixed unit types and high-rise apartments.

2.3.d. OPPORTUNITIES FOR ENERGY CONSERVATION

Two basic and interrelated approaches to creating energy conservation opportunities in residences are conservation and development.

2.3.d (1) Conservation

Conservation can be accomplished by reducing the use of energy-consuming items, or by physically modifying existing structures and land uses. The California Energy Commission first adopted energy conservation standards for new construction in 1978. These standards, contained in Title 24 of the California Administrative Code, contain specifications relating to insulation, glazing, heating and cooling systems, water heaters, swimming pool heaters, and several other items. Specific design provisions differ throughout the State depending upon local temperature conditions. Because of the warm climate, some of the insulation and heating standards are significantly less stringent in Bakersfield.
The California Energy Commission revised the standards for new residential buildings in 1981. These "second generation" standards were then delayed until 1983 when AB 163 was passed which provided options for complying with the standards.

Although the energy regulations establish a uniform standard of energy efficiency, they do not insure that all available conservation features are incorporated into building design. Additional measures may further reduce heating, cooling, and lighting loads and overall

energy consumption. While it is not suggested that all possible conservation features be included in every development, there are often a number of economically feasible measures that may result in savings in excess of the minimum required by Title 24. Title 24 energy requirements are consistently reviewed in all building applications processed in the City.

Land use policies also affect the consumption of energy for transportation. The historic pattern of growth and development in Southern California (urban sprawl) has made necessary an intricate network of freeways and surface streets. As the region becomes more decentralized, residences and places of employment are become more scattered over large areas and mass public transit (trains, subways, etc.) become less feasible. The private auto becomes a necessity.

Although the regional pattern has already been established, opportunities still exist for energy sensitive land use and transportation decisions on a local level. Concentration of higher density housing and employment centers along major transportation corridors increases the convenience of public transit and may encourage reduced use of private automobiles with a corresponding reduction in vehicular fuel consumption. Integrated, or mixed-use developments, provide the opportunity for people to live within walking distance of employment and/or shopping. The continued traditional development of 6,000 sq. ft. homes within subdivisions at the urban fringes reduces the ability to take advantage of increase use of mass transit.

The City continues encourage opportunities for energy conservation. Each Element in the General Plan addresses energy needs and conservation strategies and be consistent with the Housing Element.

2.3.d (2) Development

Solar energy is a viable alternate energy source for the City of Bakersfield. There are two basic types of solar systems; active and passive. In passive solar systems, the structure itself is designed to collect the sun's energy, then store and circulate the resulting heat similar to a greenhouse. Passive buildings are typically designed with a southerly orientation to maximize solar exposure, and are constructed with dense material such as concrete or adobe to better absorb heat. Properly placed windows, overhanging eaves, and landscaping can all be designed to keep a house cool.

Active solar systems typically collect and store energy in panels attached to the exterior of a house. This type of system utilizes mechanical fans or pumps to circulate the warm/cool air, while heated water can flow directly into a home's hot water system. Solar cells absorb the sun's rays that generate electricity and can substantially reduce one's electric bills. Technology has made the cells increasingly efficient and has reduced their cost to the level that may make them more popular with the average consumer.

Although passive solar systems generally maximize use of the sun's energy and are less costly to install, active systems have greater potential application to cool and heat a house

plus provide it with hot water and electricity. This may mean lower energy costs for Bakersfield residents.

Approximately 51 percent of the City's housing stock has been built since 1980 and most of these units benefit from Title 24 and other energy conservation measures. Some conservation opportunities will come from remodeling the existing residences. Major opportunities for residential energy conservation will include insulation and weatherproofing, landscaping and maximizing orientation and lowering appliance consumption. With the energy crisis, many new residential structures have incorporated energy conservation equipment and design, as well as technological advances (such as automatic timers to control air conditioning, lighting, etc.) to help reduce energy dependence.

Electric utility service in the Bakersfield area is provided by the Pacific Gas and Electric Company (PG&E); gas utility services are provided by PG&E and the Southern California Gas Company (SCG). Both utility companies sponsor programs designed to conserve energy and to reduce energy dependence. Some programs have eligibility requirements, but most are available to the general public.

Energy conservation programs sponsored by both PG&E and SCG include a Weatherization and Furnace program, and financing and/or rebate programs for new equipment purchases or upgrading older equipment to more energy efficient models (including such items as water heaters, home cooling equipment, roofing, and central heating and cooling systems).

SECTION 3.0 HOUSING NEEDS, ISSUES AND TRENDS

The purpose of this chapter is to assess state, regional and local housing issues, in order to provide a foundation for the City of Bakersfield's Housing Program.

3.1 STATE HOUSING ISSUES

In 1980, the State of California amended the Government Code by adding Article 10.6 regarding Housing Elements. By enacting this statute, the legislature found that "the availability of housing is of vital statewide importance, and the early attainment of decent housing and a suitable living environment for every California family is a priority of the highest order. The early attainment of this goal requires the cooperative participation of government and the private sector in an effort to expand housing opportunities and accommodate the housing needs of Californians of all economic levels. Local and state governments have a responsibility to use the powers vested in them to facilitate the improvement and development of housing to make adequate provision for the housing needs of all economic segments of the community..."

The current Statewide Housing Plan (Raising The Roof: California Housing Development Projections and Constraints, 1997-2020) indicates that California may have to accommodate 12.5 million new residents and should form approximately 5 million new households by 2020. Almost all of this growth will occur in metropolitan areas. To meet the housing needs of California's growing population, homebuilders and developers will have to build an average of 220,000 housing units each year between now and 2020. The greatest growth is projected for aging baby-boomers (55+) followed by generation Y (25-34).

Between 1995 and 1997, housing production again trailed demand, this time by 145,000 units, statewide. If these trends continue, California will build less than 60 percent of the new housing units needed to accommodate projected 1997-2020 population and household growth. Housing shortages have historically gone hand-in-hand with rising housing prices and rents, higher housing cost burdens, lower homeownership rates, increased crowding, and longer commutes. California's housing market ended on a stronger note in 2011 and showed signs of improvement in 2012 and 2013. Despite six years of decline in housing prices, the State still lacks an adequate supply and mix of housing, in the right locations, and affordable to families, the workforce and special needs populations.

Furthermore, the affordability of rental housing in many markets has gradually deteriorated due to falling incomes and rising rents. Affordability of ownership housing and financing remains difficult for many due to tight lending requirements. The University of Southern California Population Dynamics Research Group found that while the recession of the early 1990s was most devastating with regard to poverty and unemployment, the housing price declines, construction downturn, and foreclosures have been worse in the Great Recession of the mid-2000s. This recession worsened the effect of long term inadequate supply and affordability problems and has not been offset by vacant units resulting from foreclosures, or from depressed market conditions.

Prior to the foreclosure crisis and current economic downturn, California had experienced decades of undersupply, contributing to significant price escalation and worsening affordability. While the housing market is stabilizing, its recovery may be different from previous crises and is being shaped by new market conditions and shifting trends. Without fail, the supply and affordability issues are present more than ever.

If California homebuilders and apartment developers are to meet projected homeownership and rental housing demands, they will need an adequate supply of development sites and capital. They will also need to operate within a regulatory environment which makes it possible to build housing when and where it is needed, and at prices that Californians can afford.

Two conclusions stand out above all others. The first is that California will need new housing construction—more than 200,000 units per year through 2023—if it is to accommodate projected population and household growth and still be reasonably affordable. California will need more suburban housing, more infill housing, more ownership housing, more rental housing, more affordable housing, more senior housing, and more family housing. California will also need more diverse housing types to serve special needs and market demands.

The State of California is currently working on a new housing strategy, which is due to be completes in late 2015. The California 2015-2025 Statewide Housing Plan (SHP) is a 10-year comprehensive strategy that will be central to implementing the Department of Housing and Community Development's (HCD) mission of preserving and expanding safe and affordable housing opportunities, and promoting strong communities for all Californians.

The SHP is intended to be a reliable reference and messaging tool to policy makers, affordable housing providers and advocates, and state, regional and local entities, that will measure housing needs, describe general housing trends and issues in California, form policies recommendations, and identify strategic investment approaches.

This conclusion applies to the laws and procedures that govern housing development, the funding and lending programs, and the myriad public, private, and non-profit organizations that produce and operate housing in California. If indeed California is to remain a state where people from all backgrounds and walks of life are able to pursue the American dream of homeownership and secure housing tenure, then substantial investment and innovation in housing development policy, financing, and planning will be required.

At the other end of the spectrum is the preference for larger housing units accommodating multigenerational households which may be amplified by weak economic conditions. The number of households in which two-three generations live together (adults, elderly parents, or grown children) has spiked in the past five years, as the economic conditions forced many families to change their living arrangements. Demographers predict multigenerational households will continue to rise as baby boomers seek care with family members, children affected by the slow job market boomerang home, or delay leaving their parents' home, and as ethnic or racial groups more likely to live with extended family continue to grow.

Given the variety of housing preferences and needs of the State's diverse population, an assortment of rental and owner options are needed to accommodate households in different stages of life and for all income levels. These trends combined will likely result in a stronger demand for a variety of housing types located in denser, more urban settings, closer to services and amenities.

Trends and factors contributing to California's continuing housing supply shortage and affordability problems are highlighted in this brief:

- Affordability worsens, particularly impacting lower income renters, as falling incomes lag behind spiking rents, and homeowners continue to face tight lending standards that impede access to housing financing.
- Housing supply shortage in growth areas persists, as new construction is sluggish, and as significant shift from ownership units to rentals continues to occur.
- Innovative partnering to preserve the affordable housing stock is critical, as tens of thousands of affordable rental units are at-risk of converting to market rates within five years, squeezing out vulnerable renters.
- Aging baby boomers and young millennials are drivers of housing demand over the next decade, with a preference and/or need for a variety of housing types, tenure and locations.
- Delayed effects of the housing bust become more evident, as more households face difficulties to rent or take jobs due to credit issues, or inadequate access to education, jobs, health services, and economic opportunity.

3.2 REGIONAL HOUSING NEEDS ASSESEMENT (RHNA) AND POLICIES

The City of Bakersfield falls under the jurisdiction of Kern Council of Government (Kern COG) that uses a predominately demographic formula to allocate the regional housing needs among the incorporated cities and unincorporated County areas. This process results in a Regional Housing Needs Assessment (RHNA) and the number reflected in that assessment must be considered when the Housing Element is prepared. Kern County has attracted housing growth with low construction costs and the challenge that has created is how local governments channel the projected growth into well-designed housing and socially-cohesive neighborhoods; and second, given the lower price of housing, how to pay for the growing service and infrastructure needs.

Historically, COGs prepared RHNAs every five years according to a statewide schedule prepared by the State. However, new State law mandates that the Housing Element component of the General Plan be updated based on adoption dates pursuant to transportation planning requirements. Due to our non-attainment designation that requires a regional transportation plan (RTP) every four years. RHNA and housing element schedules must be coordinated with every other RTP requiring housing elements be updated every 8 years no later than 18 months after RTP adoption. Kern COG has adopted an RTP; therefore, the planning period for the current cycle is December 31, 2015 to December 31, 2023.

The purpose of the income group goals is to ensure that each jurisdiction within a COG attains their share of the state housing goal without any relative disproportionate distribution of household income groups. The household income groups are defined according to the HUD Area Median Income (AMI): Very-low (less than 50% of AMI), Low (50-80% of AMI), Moderate (80-120% of AMI) and Above-moderate (greater than 120% of AMI).

3.3 BAKERSFIELD HOUSING - ISSUES AND TRENDS

Local housing demand includes a variety of housing types including senior housing and small units for millennials and young families. Bakersfield needs more land for high density development as well as more incentives and funding resources for low income developers. Vacancy rates are low and supplies have not kept up with demand as many low and very low income residents are not able to afford the high market rates; 38 percent of households are in the low and very low income category. More Bakersfield residents are pay more than 30% of their income on housing costs and households are growing in size with multi-generational households become more common. Construction trends have built larger units however, not enough for low income families or households. There is still a strong demand for rental assistance and large family affordable units.

Overall, housing needs are derived from Kern COG population and household growth projections. The income group proportions are then applied toward the housing need, which results in a goal for the number of housing units by income group within the City of Bakersfield.

For the period 2015 to 2023, the City of Bakersfield has been given a housing need of 36,290 new housing units. The specific need by income group is depicted in the following table.

Table 64: Bakersfield Housing Need (2015-2023)

Income Group/Percent of Households	Housing Need (Units)
Extremely Low – 13.37%	4,853
Very Low- 13.37%	4,853
Low - 16.0%	5,800
Moderate - 17.8%	6,453
Above Moderate - 39.5%	14,331
TOTAL	36,290
Source: 2014 Regional Housing Allocation Plan, Kern COG	

Over the last Housing Element period, the Bakersfield Housing Program was fairly effective in meeting Regional Housing Needs Assessment (RHNA) goals. A variety of housing types and economic segments have been accommodated through the Housing Program. The City has continued to accommodate additional households, providing maximum housing assistance within its resources for very low, low, and moderate income families. With a viable General Plan and consistent zoning, the City has provided for housing growth in this housing element period.

The City of Bakersfield is generally geographically isolated from other major population centers and serves as a regional magnet for commercial, legal, social, governmental, and housing programs and services throughout Kern County.

Key household trends and major challenges impacting Bakersfield's housing are:

- Accommodating the demand for four bedroom or larger units
- Accommodating the demand for rental units for young singles or couples
- Homes in close proximity to employment
- A growing demand for non-subsidized and subsidized rental units
- Find additional incentives and resources for the development community to construct and make housing more affordable
- Protecting environment and agricultural resources while still addressing housing needs with urban development
- Assist first time home buyer and households still going through foreclosure that may need assistance and referrals from the City
- Currently, 5 percent of Bakersfield's housing stock or 6,610 housing units need some level of repair. Of these, 506 housing units are most likely in need of replacement
- Four projects or a total of 195 units are "at-risk" of converting to market rate over the next eight years. Realistically, the Housing Authority of the County of Kern (HACK) or an approved housing provider will be able to purchase and operate any of them that may be opted out. At a minimum, HACK may be able to find vouchers for the families.

SECTION 4.0 HOUSING PROGRAM

The purpose of this chapter is to formulate a housing program that will guide the City of Bakersfield and all of its housing stakeholders toward the preservation, improvement and development of housing for all economic sectors. It is the City's intent to create a municipal climate that welcomes good, varied, affordable housing development by both the public and private sectors. The following program includes goals, policies, objectives and programs that will form the foundation for specific activities.

SB 375 amendments clarified programs and actions specified in GC 65583(c) that now require programs set forth a schedule of actions "during the planning period, each with a timeline, which may recognize that certain programs are ongoing, such that there will be beneficial impacts of the programs within the planning period." The purpose of the clarification is to ensure program effectiveness in addressing housing needs in the planning period to better assist in meeting the objective of SB 375. Each program must include a definitive date or deadline, or benchmarks for implementation early enough in the planning period to realize "beneficial impacts" and successful program implementation within the planning period.

4.1 GOALS, POLICIES AND PROGRAMS

The current update continues to address the adequate site issues, and the availability of federal and state housing programs and housing preservation but it also focuses on the identification and mitigation of constraints to affordable housing and the identification of incentives. It further incorporates portions of the housing program from the Consolidated Plan, which is an integral part of the federal spending process. There are also the last few projects that were once part of the City's Redevelopment Agency. The City's Low and Moderate Housing Income Fund program still has some continued contractual obligations and anticipated future income from Successor Housing Agency agreements for local spending. These two programs focus on very low and low income persons and on homeless and other special needs groups. The objectives in this update will be quantified to meet the Regional Housing Needs Assessment (RHNA) for the City.

The City of Bakersfield has five housing goals:

1. To provide housing opportunities and increase the availability of permanent housing for all economic segments in the City.

2. To provide and maintain an adequate supply of sites for the development of affordable new housing.

3. To preserve, rehabilitate, and enhance existing housing and neighborhoods.

4. To promote equal opportunity to secure safe, sanitary, and affordable housing for all members of the community regardless of race, color, ancestry, national origin, religion, sex, disability, age, marital status, familial status, source of income, sexual orientation, or any other arbitrary factor.

5. Encourage sustainable development patterns and promote infill with sufficient and sustainable affordable housing with access to transit, employment opportunities, community facilities and services, and amenities.

Each housing goal has appropriate programmatic and policy responses to address the housing needs of the City of Bakersfield. With quantified objectives, in Section 4.2, the City provides reasonable estimates of the number of units, by income level, these programs and policies can accomplish.

GOAL 1: HOUSING OPPORTUNITIES AND ACCESSIBILITY
It is the goal of the City of Bakersfield to concentrate its efforts to increase the availability of permanent housing for all economic segments in the City.

Policy 1-1: Seek assistance under federal, state, and other programs for eligible activities within the City that address affordable housing needs.

Programs/Schedule of Action

1-1a: Federal and State Funding. Continue to apply to HUD and State HCD for grant funds that may be used for affordable housing, housing for special needs groups and related programs, and "gap" financing for eligible multifamily housing projects. The City of Bakersfield receives an entitlement of approximately $4.5 million dollars a year in federal assistance. That represents $3.2 million in CDBG funds, $1,000,000 in HOME funds, and $300,000 in ESG money. HOME and ESG funds are required to be used for affordable housing and supportive service projects. The City will provide an annual funding application workshop for interested agencies and developers as well as conduct education and outreach on programs and financing.

- Responsibility: Community Development Department
- Funding: HUD and State HCD
- Timing: On-going, 2015 – 2023

1-1b: Redevelopment Successor Housing Agency Funding. Allocate Successor Housing Agency Low to Moderate funds to direct housing-related programs. Use set aside funds from previous Redevelopment Low Moderate housing funds of $6,000,000 for low to moderate income housing programs including down payment assistance, infrastructure improvements and construction.

- Responsibility: Community Development Department
- Funding: Successor Housing Agency Funds
- Timing: 2020

1-1c: Local Assistance and Outreach. Continue to provide education and technical assistance to developers, nonprofit organizations, or other qualified private sector interests in the application and development of projects for federal and state financing and by

providing assistance with entitlements, site identification, fee reductions when appropriate, and density bonuses.

- Responsibility: Community Development Department
- Funding: HUD and General Funds
- Timing: On-going, 2015 – 2023

Policy 1-2: Provide home ownership opportunities whenever possible.

Programs/Schedule of Action

1-2a: Homeownership Assistance. Continue to identify and pursue Federal, State and regional programs to move very low income families from renters to home owners, such as HUDs Homeownership Voucher Program, down payment and closing cost assistance, mortgage financing and mortgage credit certificates for homebuyers. The City's objective is to assist 15 persons or families with homeownership assistance.

- Responsibility: Community Development Department
- Funding: HUD Funds
- Timing: On-going, 2015 – 2023

Policy 1-3: Encourage the development of housing and programs to assist special needs persons, including the elderly, the disabled, female-headed households, large families, farmworkers and homeless persons and families.

Programs/Schedule of Action

1-3a: Homeless Prevention Services. Continue to apply for and allocate Emergency Solutions Grants and Housing Opportunities for Persons with AIDS (HOPWA) program funds to assist housing and service providers including homeless services and shelters, street outreach, Kern Mental Health at Risk Homeless Services, HIV/AIDS homeless support services and Alliance Against Family Violence services and emergency shelter.

Continue to allocate a staff member to the Continuum of Care Board (Kern County Homeless Collaborative) and assist to provide housing to single individuals, working poor, homeless, senior citizens, students and others in need of basic, safe housing to prevent or reduce the incidence of homelessness in areas near service providers, public transportation, and service jobs.

- Responsibility: Kern County Homeless Collaborative, HACK and Community Development Department
- Funding: HUD ESG Funds
- Timing: On-going, 2015 – 2023, Awarded Annually

1-3b: Supportive and Transitional Housing. To be consistent with SB2, amend the Zoning Ordinance to specifically identify supportive and transitional housing, and permit this

type of housing as a residential use, subject to these restrictions that apply to other residential uses of the same type in the same zone.

- Responsibility: Community Development Department
- Funding: General Funds
- Timing: 2016

1-3c: Homeless Shelter Development. Facilitate the development and rehabilitation of SRO units and other emergency shelters in the City by offering financial assistance to nonprofit developers who wish to rehabilitate or develop SROs in order to house extremely low income individuals or develop emergency shelters. The City's objective is to assist in rehabilitation of 5 units, 5 units of SROs and 10 beds for emergency shelter.

The City will encourage developers of affordable housing to apply to the MHP – Supportive Housing Program to develop housing affordable to extremely low-income households that are homeless or at-risk of becoming homeless. The City will further assist with expedited permit processing, incentives and modification of development standards as necessary.

- Responsibility: Kern County Homeless Collaborative, HACK and Community Development Department
- Funding: HUD ESG Funds
- Timing: On-going, 2015 – 2023

1-3d: Senior Housing. Continue to provide for elderly and frail elderly persons by encouraging the use of set-aside funds to develop housing that is affordable to very low and low-income seniors. Assist in the development of affordable senior projects using HOME funds and set-aside funds. The City's objective is to assist 2 affordable senior housing projects.

- Responsibility: Community Development Department
- Funding: HOME funds and set-aside funds
- Timing: On-going, 2015 – 2023, Awarded Annually

1-3e: Disabled Persons. Continue to provide for housing for persons with disabilities including developmental disabilities with the use of federal and state funds to provide new units of supportive housing for persons with disabilities and permit persons with disabilities of any age to locate in senior citizen independent living facilities. In addition, administer the City's Home Access Program that provides accessibility and mobility enhancing device grants of up to $3,500 each from CDBG funds to persons with disabilities and developmental disabilities. The City's objective is to assist 2 supportive housing projects and assist 50 persons with home access grants.

- Responsibility: Community Development Department
- Funding: CDBG and HOME funds
- Timing: On-going, 2015 – 2023, Awarded Annually

1-3f: Reasonable Accommodation. Ensure that the City complies with the provisions of SB 520 (Chapter 671 of the government code). The City will complete an audit and, if necessary, revise the City's ordinances, codes, policies, and procedures to ensure that they comply with the "reasonable accommodation" provisions.

- Responsibility: Community Development Department
- Funding: General Funds
- Timing: December 2016

1-3g: Farmworker Housing. Assess the need for farmworker housing in the City by coordinating with the United Farm Worker Union and various nonprofits, including the Kern County Housing Authority, Self-Help Enterprises, and the Delano Office California Rural Legal Assistance to determine the need for farmworker housing in the City. Continue to assist builders and stakeholders to pursue funding resources, density bonuses, infrastructure availability and, if necessary, and provide priority processing. The City's objective is to assist one farmworker housing project.

- Responsibility: Community Development Department
- Funding: General Funds
- Timing: On-going, 2015 – 2023

Policy 1-4: Assist the Housing Authority of the County of Kern to meet the growing demand for public housing units and rental assistance through the Voucher programs.

Programs/Schedule of Action

1-4a: Rental Assistance. Continue to collaborate with HACK and monitor the Section 8 Housing program. Respond to the federal government Super NOFA on an annual basis and use whatever influence exists to obtain additional certificates/vouchers.

- Responsibility: HACK and Community Development Department
- Funding: HUD funds
- Timing: On-going, 2015 – 2023

1-4b: Public Housing. Assist in the expantion of public housing in the City. The City does not operate a housing authority for public housing but will support HACK in their efforts by providing assistance to public housing builders and stakeholders to pursue funding resources, density bonuses, infrastructure availability and, if necessary, and provide priority processing. The City's objective is to assist with to 2 public housing projects.

- Responsibility: HACK and Community Development Department
- Funding: HACK and HUD funds
- Timing: On-going, 2015 – 2023

Policy 1-5: Provide the citizens in the City of Bakersfield with reasonably priced housing opportunities within the financial capacity of all social and economic segments of the community.

Programs/Schedule of Action

1-5a: Development Process Assistance. To preserve affordability, allow and encourage developers to "piggyback" or file concurrent applications (i.e. rezones, tentative tract maps, conditional use permits, variance requests, etc.) if multiple approvals are required, and if consistent with applicable processing requirements. Continue to have the first staff person that assists a low income housing developer to be the primary City contact for that developer on that project. This person then assists the developer through permits, approvals, plan checks, inspections, etc. This reduces the time a low income housing developer must spend in City offices and makes the approval process smoother and faster.

- Responsibility: Community Development Department
- Funding: General Funds
- Timing: On-going, 2015 – 2023

1-5b: Development Incentives. To preserve affordability, provide incentives (i.e., density bonus units, fee reductions, fee deferral, fast-tracking, etc.) and encourage developers to employ innovative or alternative construction methods to reduce housing costs of residential projects who agree to provide the specified percentage of units at a cost affordable to very-low and/or low income households or senior citizens. The City's objective is to assist 10 affordable housing projects.

- Responsibility: Community Development Department
- Funding: General Funds
- Timing: On-going, 2015 – 2023

1-5c: Density Bonus. The City will continue to implement its Density Bonus Ordinance, consistent with Government Code Section 65915, and consider requests for density bonuses on residential projects.

- Responsibility: Community Development Department
- Funding: General Funds
- Timing: On-going, 2015 – 2023

GOAL 2: PROVIDE AND MAINTAIN AN ADEQUATE SUPPLY OF SITES FOR THE DEVELOPMENT OF NEW AFFORDABLE HOUSING

It is the goal of the City of Bakersfield to provide adequate, suitable sites for residential use and development or maintenance of a range of housing that varies sufficiently in terms of cost, design, size, location, and tenure to meet the housing needs of all segments of the community at a level no greater than that which can be supported by the infrastructure.

Policy 2-1: Provide information to profit and nonprofit developers and other housing providers on available vacant land.

Programs/Schedule of Action

2-1a: Available Vacant Land. Monitor and update the inventory of vacant lands using the City's GIS mapping capabilities and continually update the base map to overlay urban vacant lands with zoning and density information and make this information available on line and in various City offices. The City's objective is to annually update the vacant land inventory.

- Responsibility: Community Development Department
- Funding: General Funds
- Timing: On-going, 2015 – 2023

2-1b: Development Monitoring. Continue program to monitor the extent of residential, commercial, and industrial development on an annual basis. Sufficient detail should be provided to monitor employment growth and housing production. Monitor housing development costs on an annual basis to ensure affordability to a broad spectrum of City residents. Include information from the Bakersfield Board of Realtors, Multiple Listing Service and the HBA to track housing development, sales, and listing costs.

- Responsibility: Community Development Department
- Funding: General Funds
- Timing: On-going, 2015 – 2023

Policy 2-2: Provide a sufficient amount of zoned land to accommodate development for all housing types and income levels.

Programs/Schedule of Action

2-2a: Zoning for All Incomes. Monitor the amount of land zoned for all types of housing and initiate zone changes if necessary. Utilizing GIS updates, monitor the amount of land zoned for both single family and multifamily development and initiate zone changes to accommodate affordable housing. The City's objective is to annually review its residential zones to make sure there is enough land to accommodate housing for all incomes.

- Responsibility: Community Development Department
- Funding: General Funds
- Timing: On-going, 2015 – 2023

2-2b: Housing Opportunity Sites. Ensure that there is a sufficient amount of multi-family zoned land to meet the housing need identified in the Regional Housing Needs Assessment (RHNA). Continue the program of lot consolidation to combine small residential lots into a large lot and large lot subdivisions to accommodate affordable housing production. Offer incentives such as offering graduated density bonuses on a case by case basis. The City's objective is to do 5 lot consolidations and 30 subdivisions.

- Responsibility: Community Development Department
- Funding: General Funds
- Timing: On-going, 2015 – 2023

2-2c: Adequate Infrastructure. Ensure adequate infrastructure exists to meet the housing need identified in the Regional Housing Needs Assessment (RHNA). The City will continue to implement adopted policies that require City water and sewer providers grant priority to proposed affordable housing projects. The City will deliver its adopted Housing Element to all local water and sewer providers.

- Responsibility: Public Works and Water Department and Water Agencies
- Funding: Impact Fees, Grants and General Funds
- Timing: On-going, 2015 – 2023

2-2d: Large Family Units. Encourage the development of larger rental units (three and four bedroom) to accommodate the changing household demographics. Work with the development community to identify the incentives and programs that will encourage the construction of three and four bedroom rental units. The City's objective is to hold an annual workshop with developers and educate them about affordable housing programs and incentives and assist with the development of 10 large family units.

- Responsibility: Community Development Department
- Funding: General Funds
- Timing: On-going, 2015 – 2023

2-2e: Small Units. Encourage the development of smaller rental and owner units for singles and couples to accommodate the changing household demographics. Work with the development community to identify the incentives and programs that will encourage the construction of studios and one bedroom rental units or small 1-2 bedroom single family units. The City's objective is to hold an annual workshop with developers and educate them about affordable housing programs and incentives and assist with the development of 10 small single units.

- Responsibility: Community Development Department
- Funding: General Funds
- Timing: On-going, 2015 – 2023

GOAL 3: PRESERVE, REHABILITATE, AND ENHANCE EXISTING HOUSING AND NEIGHBORHOODS

It is the goal of the City of Bakersfield to initiate all reasonable efforts to preserve the availability of existing housing opportunities and to conserve as well as enhance the quality of existing dwelling units and residential neighborhoods.

Policy 3-1: Preserve existing neighborhoods.

Programs/Schedule of Action

3-1a: Prevent Disruptive Land Uses. Protect existing stabilized residential neighborhoods from the encroachment of incompatible or potentially disruptive land uses and/or activities. Review of development proposals within or adjacent to existing residential neighborhoods for potential conflicts (intrusive, disruptive or incompatible land uses and/or activities). Review will be initiated at the point in the processing of the proposal (general plan amendment, rezone, conditional use permit, variance, etc.) when sufficient detail to determine project compatibility is available.

- Responsibility: Community Development Department
- Funding: General Funds
- Timing: On-going, 2015 – 2023

3-1b: Code Enforcement. Establish code enforcement as a high priority and provide adequate funding and staffing to support code enforcement programs. Enforce existing regulations regarding derelict or abandoned vehicles, outdoor storage, and substandard or illegal buildings and establish regulations to abate weed-filled yards when any of the above is deemed to constitute a health, safety or fire hazard. The City's objective is to complete 100 code enforcement inspections to facilitate housing improvements or rehabilitation.

- Responsibility: Community Development Department
- Funding: General Funds
- Timing: On-going, 2015 – 2023

3-1c: Public Facility Improvements. Install and upgrade public service facilities (streets, alleys, and utilities) to encourage increased private market investment in declining or deteriorating neighborhoods.

- Responsibility: Community Development Department
- Funding: CDBG funds
- Timing: On-going, 2015 – 2023

3-1d: Foreclosure Assistance. Continue to refer homeowners in foreclosure to consumer credit counselors and Self-Help Enterprises, who has a program that is assisting homeowners in foreclosure. Additionally, the City's Rapid Re-Housing program provides assistance to approximately 20 households annually who have been displaced due to foreclosure or eviction.

- Responsibility: Community Development Department
- Funding: CDBG and/or ESG funds
- Timing: On-going, 2015 – 2023

Policy 3-2: Maintain, preserve and rehabilitate the existing housing stock in the City of Bakersfield.

Programs/Schedule of Action

3-2a: **Housing Rehabilitation.** Provide technical and financial assistance to all eligible homeowners and residential property owners to rehabilitate existing dwelling units through grants or low interest loans. The City will continue to partner with community organizations and assist in single family rehabilitation in the City using federal and Redevelopment Successor Housing Agency funds for deferred or below market interest loans, down payment assistance or grants to rehabilitate single-family and eligible multifamily complex owners. The City's objective is to assist in the rehabilitation of 10 units.

- Responsibility: HACK and Community Development Department
- Funding: HACK, HUD CDBG, Successor Housing Agency funds
- Timing: On-going, 2015 – 2023

3-2c: Reduce Lead Based Paint. Act to reduce Lead Based Paint Hazards and incorporate the appropriate actions (pursuant to the Lead-Based Paint Hazard Reduction Act of 1992) into all housing programs under the jurisdiction of the City. On a case by case basis, provide funds for the testing and mitigation of housing units for lead-based paint. The City's objective is to assist in the reduction of lead based paint hazards in 5 units.

- Responsibility: Community Development Department
- Funding: HUD HOME funds
- Timing: On-going, 2015 – 2023

Policy 3-2d: Rehabilitation Funding. Make funds available to community based organizations to acquire and rehabilitate units which may have been abandoned or otherwise lost from the City's housing stock and sell them to very low and low income first-time homebuyers. Continue to set-aside 15 percent of HOME entitlements funds for CHDO acquisition and rehabilitation. The City's objective is to provide rehabilitation funding to one community organization every two years.

- Responsibility: Community Development Department.
- Funding: HUD HOME funds
- Timing: On-going, 2015 – 2023

Policy 3-3: Preserve At-Risk Housing and existing affordable rental housing stock in the City of Bakersfield.

Programs/Schedule of Action

3-3a: Monitor At-Risk Housing. Continue regular contact with the California Housing Partnership Corporation, the agency that monitors the at-risk units and owner notifications of intent to opt-out. Continue to assist the housing nonprofit, Golden Empire Affordable

Housing, Inc., formed by HACK, in the purchase and rehabilitation of any at risk units in the City.

- Responsibility: HACK and Community Development Department.
- Funding: HUD funds
- Timing: On-going, 2015 – 2023

3-3b: Monitor and Preserve Affordable Housing. Closely monitor the status of affordable rental housing units. Continue regular contact with the owners/ operators of rental complexes that may be at risk of selling out of the affordable housing program. Provide technical assistance to potential purchasers, including nonprofits, developers, and tenants of potentially converting affordable properties. The City's objective is to annually contact the California Housing Partnership Corporation for a list of potential at risk housing and provide assistance to developers and/or properties to help preserve 195 affordable units.

- Responsibility: HACK and Community Development Department
- Funding: HUD funds
- Timing: On-going, 2015 – 2023, Bi-annually check with owners

3-3c: At-Risk Preservation. Upon notification that a project is at-risk, the City will meet with the development community and provide assistance in preserving these units. Assistance may be in the form of financial assistance from the City which may come from programs such as CalHFA's preservation program. Other assistance may be technical assistance with applications for other programs, such as the Low Income Housing Tax Credit Program.

- Responsibility: HACK and Community Development Department
- Funding: HUD funds
- Timing: Immediately upon notification of at-risk project

3-3d: At-Risk Tenant Assistance. When a project becomes at-risk, the City will work with the development community to provide education to tenants about what it means when a project is at-risk, the level of the risk of conversion to market rate rents, and assistance with finding other housing opportunities should the project not be preserved.

- Responsibility: HACK and Community Development Department.
- Funding: HUD funds
- Timing: Immediately upon notification of at-risk project.

GOAL 4: PROMOTE EQUAL OPPORTUNITY TO SECURE SAFE, SANITARY, AND AFFORDABLE HOUSING FOR ALL MEMBERS OF THE COMMUNITY

It is the goal of the City of Bakersfield to ensure that all existing and future housing opportunities are open and available to all social and economic segments of the community without discrimination on the basis of race, sex, color, religion, ancestry, national origin,

disability, age, marital status, familial status, source of income, sexual orientation, or any other arbitrary factor.

Policy 4-1: Support the elimination of housing discrimination.

Programs/Schedule of Action

4-1a: Fair Housing Program. The Community Development Department, through its Fair Housing Program, will support the intent and spirit of equal housing opportunities as expressed in the Civil Rights Act of 1986, Title VII of the 1968 Civil Rights Act, California Rumford Fair Housing Act of 1968 and the Fair Housing Amendments Act of 1988, The California Fair Employment and Housing Act, The Unruh Act (California Government Code Section 51), The Ralph Civil Rights Act (California Civil Code Section 51.7), The Bane Civil Rights Act (California Civil Code Section 52.1), California Government Code Sections 111135, 65008 and 65589.5.

As part of the City's Fair Housing Program the following activities will be completed; 1) an annual Analysis of Impediments to Fair Housing concurrent with the Consolidated Plan Annual Action Plan; 2) Provide annual fair housing tester training in order to promote tester-pool retention; 3) investigate all formal housing discrimination complaints received and make appropriate referrals to enforcement agencies; 4) employ one full time counselor for one-on-one counseling programs through telephone or walk-in contact.

- Responsibility: Community Development Department
- Funding: HUD funds
- Timing: On-going, 2015 – 2023

4-1b: Public Information and Outreach. Implement an effective and comprehensive outreach and public education program designed to raise awareness of the fair housing laws that protect individuals, often in traditionally underserved communities, against housing discrimination.

Outreach will include the development and distribution of educational literature and resources that describe ways to prevent housing injustices and the applicable laws that protect against discrimination. The materials will be made available free to the public in various languages.

Outreach will also include workshops on fair housing law for landlords, tenants, nonprofit organizations and government employees. The workshops will include an overview of the state and federal fair housing laws, as well as basic landlord-tenant rights and responsibilities. Workshops will be given in various languages as needed. The City will hold 2 workshops annually at accessible community locations.

Expand public information and outreach programs for first time home buyers in high minority areas to help them qualify for special lending programs offered by local lending institutions. Educate mortgage lenders that they need to increase their outreach in lower income areas.

Collaborate with service agencies to distribute educational materials. The City will update fair housing brochures aimed at reaching the growing Spanish-speaking communities by January 2016. The City's Limited English Proficiency plan only identified Spanish translation based on current demographics.

- Responsibility: Community Development Department
- Funding: HUD funds
- Timing: On-going, 2015 – 2023

4-1c: Community Equity and Access. Encourage public and private low income housing in neighborhoods that are not traditional residential areas with access to transit, employment centers, and community amenities. The City's objective is to hold two workshops with developers and educate them about affordable housing and optimal locations in the City.

- Responsibility: Community Development Department
- Funding: HUD funds
- Timing: On-going, 2015 – 2023

4-1d: Housing Discrimination Complaint Investigation. The City (or Fair Housing service provider) will maintain a 24-hour discrimination hotline and will investigate allegations of housing discrimination under the fair housing laws. The City will conduct fact finding investigations and propose potential solutions for victims of housing discrimination. Case resolution may include mediation, conciliation, a referral to state and federal administrative agencies, or referral to the contractor's litigation department.

- Responsibility: Community Development Department
- Funding: HUD funds
- Timing: On-going, 2015 – 2023

Policy 4-2: Reduce the incidence of displacement of public projects.

<u>Programs/Schedule of Action</u>

4-2a: Housing Displacement. In development of public projects, require an analysis of potential displacement of existing residences with an emphasis on minimizing both temporary displacement and relocation. Continue to use CDBG or HOME funds when necessary to mitigate the unsettling impacts of temporary and permanent relocation during the construction or rehabilitation of publicly funded housing.

- Responsibility: Community Development Department and HACK
- Funding: CDBG or HOME funds
- Timing: On-going, 2015 – 2023

GOAL 5: ENCOURAGE INFILL AND SUSTAINABLE DEVELOPMENT PATTERNS WITH SUFFICIENT AFFORDABLE HOUSING WITH ACCESS TO TRANSIT, EMPLOYMENT OPPORTUNITIES, COMMUNITY FACILITIES AND SERVICES, AND AMENITIES.

It is the goal of the City of Bakersfield to encourage infill and sustainable development patterns with sufficient affordable housing with access to transit, employment opportunities, community facilities and services, and amenities. The City will coordinate local housing efforts with local governments and/or agencies to ensure maximum effectiveness in solving local and regional housing problems.

Policy 5-1: Continue pursuing a housing "infill" program and specifically target projects for extremely low, very low, and low-income households.

Programs/Schedule of Action

5-1a: Infill Incentives. Using HOME funds to provide incentives such as reduced lot size in the Downtown Area to affordable housing developers, acquire/construct infill homes for new homebuyers.

- Responsibility: Community Development Department
- Funding: HUD Funds
- Timing: On-going, 2015 – 2023, Awarded Annually

5-1b: Fund Infill Development. Continue to apply for the Infill Infrastructure Grant Program through HCD to provide residential and mixed use housing opportunities.

- Responsibility: Community Development Department
- Funding: State HCD Funds
- Timing: On-going, 2015 – 2023, Awarded Annually

5-1c: Locations for Infill Development. Collaborate with and use GIS tools developed by the California Coalition for Rural Housing and the UC Davis Regional Opportunity Index to determine optimal infill locations for affordable housing with accessibility to transit, employment opportunities, community facilities, services and amenities. The City will evaluate optimal infill locations for affordable housing using GIS tools at least three times during the planning period or as necessary.

- Responsibility: Community Development Department
- Funding: HUD and General funds
- Timing: On-going, 2015 – 2023

Policy 5-2: Provide opportunities for mix-use developments and a jobs/housing balance.

Programs/Schedule of Action

5-2a: Mixed Uses. To ensure the development of housing that has, to the extent possible, a support structure of shopping, services, and jobs within easy access. Encourage development of well-planned and designed projects that provides for the development of compatible residential, commercial, industrial, institutional, or public uses within a single project or neighborhood.

- Responsibility: Community Development Department
- Funding: General Funds
- Timing: On-going, 2015 – 2023

5-2b: Jobs/housing Balance. Cooperate with large employers, the Chamber of Commerce, and major commercial and industrial developers to identify and implement programs to balance employment growth with the ability to provide housing opportunities affordable to the incomes of the newly created job opportunities. Consider the effects of new employment, particularly in relation to housing demands, when new commercial or industrial development is proposed.

- Responsibility: Community Development Department
- Funding: General Funds
- Timing: On-going, 2015 – 2023

Policy 5-3: Promote energy and water conservation and efficiency in new development of housing.

Programs/Schedule of Action

5-3a: Energy Efficiency Improvements. Promote and support State and local programs for energy and water conservation in existing homes. The Golden State Finance Authority provides financing for homeowners making energy efficiency improvements.

- Responsibility: Community Development Department
- Funding: General Funds
- Timing: On-going, 2015 – 2023

5-3b: Efficient Development. The City will seek out and pursue funding for and development of programs for new construction and rehabilitation to promote energy and water conservation efforts. The City partner with utility companies and water agencies in various conservation programs such as energy audits, rebates for improvements, and other measures to eliminate wasteful resource consumption.

- Responsibility: Community Development Department, Water Department, Utility Companies and Water agencies.
- Funding: General Funds
- Timing: On-going, 2015 – 2023

Policy 5-4: Maximize coordination and cooperation among on housing providers and program managers.

Programs/Schedule of Action

5-4a: Local Coordination. Continue to support the Housing Authority of the County of Kern (HACK) to provide housing assistance to extremely low, very low, low and moderate-income households. Maintain membership in HACK to qualify City residents for Section 8 existing housing assistance administered by the Housing Authority.

Continue to participate in the monthly meetings of the Homeless Collaborative composed of service providers, the County, mental health professionals, Continuum Care advocates, and interested individuals.

Investigate alternative intergovernmental arrangements and program options to deal with area-wide housing issues and problems. Work with the Kern County Administration to identify and solve regional problems.

- Responsibility: Community Development Department, HACK, Local Housing Agencies and Stakeholders, Local Government and Agencies
- Funding: HUD and General funds
- Timing: On-going, 2015 – 2023

Policy 5-5: Maximize coordination and cooperation with High Speed Rail Authority to reduce impacts to housing.

Programs/Schedule of Action

5-5a: HSR Coordination. Continue to coordinate with the High Speed Rail Authority and evaluate the impacts to existing housing and housing needs from the High Speed Rail project. The City will conduct public outreach, as needed, with the High Speed Rail Authority to provide project updates and to collect public feedback during various stages of project development.

The City will develop a station area plan that will evaluate the impacts to existing housing and for the potential of future housing growth in the downtown area. Plan to be completed by the end of 2017.

- Responsibility: Community Development Department, High Speed Rail Authority
- Funding: Federal and General funds
- Timing: On-going, 2015 – 2023

4.2 HOUSING QUANTIFIED OBJECTIVES

As required by State law governing Housing Elements, Table 63 lays out the City's quantified objectives for the development, improvement, maintenance, and preservation of housing for the period 2015-2023.

Table 65: Bakersfield's Quantified Objectives

Programs	Extremely Low	Very Low	Low	Moderate	Above Moderate
New Construction					
Single Family	550	595	1,590	3,390	9,695
Multi-Family	2,235	2,395	2,385	725	2,425
Rehabilitation	65	55	45	0	0
Conservation/Preservation	195	0	0	0	0
TOTAL	**3,045**	**3,045**	**4,020**	**4,115**	**12,120**

The Kern Council of Government's Regional Housing Needs Allocation (RHNA) covers a nearly eleven-year period (i.e., January 1, 2013, to December 31, 2023), while the Housing Element planning period covers only a portion of the RHNA timeframe (i.e., an eight-year period). The objectives contained in the following table cover the Housing Element period of December 31, 2013, to December 31, 2023.

The quantified objectives quantify the City's programs and policies to promote housing development and access to affordable housing, particularly for lower-income households. The quantified objectives are prepared in the context of funding availability, community desires and programmatic limitations, allowing for a more comprehensive understanding of how the City anticipates accommodating its affordable housing development.

APPENDIX A: LIST OF DATA SOURCES

1) U.S. Census 1990, 2000 & 2010
2) California Department of Finance, Demographic Research Unit
3) 2008-2013 City of Bakersfield Housing Element
4) City of Bakersfield, Annual Housing Element Reports
5) City of Bakersfield, Building Permit Reports
6) City of Bakersfield Five-Year Consolidated Plan and Citizen Participation Plan
7) Kern Council of Governments 2014 Quality of Life Survey
8) Regional Transportation Plan – Appendix H: Regional Housing Needs Allocation Plan, January 1, 2013 – December 31, 2023
9) 2014 Update, Highlights of the State of Housing in California: Affordability Worsens, Supply Problems Remain
10) California Affordable Housing Cost Study, October 2014
11) Housing Authority of the County of Kern
12) Kern COG Preliminary 2014 RTP
13) California Employment Development Department, Labor Data 2007-2014
14) U.S. Census Bureau 2009-2013 5-Year American Community Survey Estimates
15) Kern COG, Kern Regional Housing Data Report
16) EDD America's Labor Market Information System Employer Database, 2015 1st Edition
17) HUD - Comprehensive Housing Affordability Strategy (CHAS) data
18) Kern County Mental Health, June 2012
19) Kern Regional Center, California Department of Developmental Services
20) 2008 Kern County Housing Element
21) Kern County Homeless Collaborative, 2014 Point-in-Time survey
22) Consolidated Plan 2015-2020
23) Bakersfield/Kern County Continuum of Care
24) United Way of Kern County and the Kern County Homeless Collaborative, 10 Year Plan to End Chronic Homelessness
25) City of Bakersfield Metropolitan Bakersfield General Plan
26) City of Bakersfield Zoning Ordinance, Chapter 17 of Municipal Code
27) Kern COG Housing Stock Conditions Report
28) 2014 City of Bakersfield Housing Conditions Analysis
29) Kern COG Housing Data Report, October 2014
30) HUD Area Median Income AMI
31) Zillow Real Estate Research
32) RealFacts Market Overview Report, City of Bakersfield, 1st Quarter 2015
33) 2013 Fair Market Rates used by HUD
34) HUD User, Median Income FY 2013 Income Limit Area
35) Zillow Affordability Calculator
36) HUD/California Housing Partnership Corporation Revised March 2015
37) Housing Authority of Kern County
38) Kern County Assessor Property use codes
39) Urban Water Management Plans
40) HUD LIHTC Database, July 2015

41) City of Bakersfield Planning Fees May 2015
42) City of Fresno Fee Schedule (Revised effective 08/27/12)
43) City of Shafter Fee Schedule May 2015
44) City of Santa Clarita Planning Division Fee Schedule May 2015
45) Kern County Land Development Fee Schedule May 2015
46) 2012 Home Mortgage Disposition Act Data
47) Tobias Real Estate, May 2015
48) Statewide Housing Plan (Raising The Roof: California Housing Development Projections and Constraints, 1997-2020)
49) The State of Kern County's Economy: Ten Years of Boom and Bust, Abbas P. Grammy, Professor of Economics, California State University, Bakersfield
50) The CSUB Business Blog, What's Happening? Boom and Bust in Kern County's Housing Market, Abbas P. Grammy, Professor of Economics
51) City of Bakersfield, Proposed NSP3 Substantial Amendment, February 17, 2011

APPENDIX B: PUBLIC PARTICIPATION

City of Bakersfield
Citizen Participation Plan

May 2015

Community Development Department
1715 Chester Avenue
Bakersfield, CA 93301
(661) 326-3765

City of Bakersfield
Citizen Participation Plan

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Introduction

The U.S. Department of Housing and Urban Development (HUD) requires entitlement communities (jurisdictions with populations above 50,000) under the federal Housing and Community Development Act of 1974, as amended, to develop a citizen participation plan. This Citizen Participation Plan describes how the City of Bakersfield (hereafter "the City") will involve residents in the planning, implementation and assessment of how Community Development Block Grant (CDBG), HOME Investment Partnership (HOME) and Emergency Shelter Grant (ESG) funds will be used. The primary goal of this Citizen Participation Plan is to provide all citizens of the community with adequate opportunity to participate in an advisory role in the planning, implementation, and assessment of Bakersfield's HUD programs. The Plan sets forth policies and procedures for citizen participation, which are designed to maximize the opportunity for citizen participation in the community development process. Special emphasis has been placed on encouraging participation by persons of low and moderate incomes[1], residents of blighted neighborhoods, residents of predominantly low income areas[2], and residents of areas where community development funds are utilized.

The ConPlan is a five-year plan required by HUD that outlines how the City intends to meet identified local housing and community development needs over the five-year period. It is a plan and a process for defining and carrying out a unified vision for housing, homelessness, special needs populations and community economic development needs. The main components of the ConPlan include a housing and community development needs assessment; a housing market analysis; an Analysis of Impediments to Fair Housing Choice; a strategy that reflects general goals (priorities) and performance outcome measurements for allocating HUD funds to address the housing and community development needs; a list of specific objectives for each priority (including proposed accomplishments); and an annual action plan (one-year funding) describing how federal and local resources will be used to address the needs and objectives identified in the ConPlan.

The City's ConPlan identifies unmet priorities in the community that generally deal with a suitable living environment, affordable housing, economic opportunities and homelessness. All future requests for HUD funding through the City of Bakersfield beginning in 2015 must be identified by the ConPlan as a

[1] Low and moderate income means a family or household with an annual income less than the Section 8 Low Income Limit, generally 80 percent of the area median income, as established by HUD.

[2] A prediminately low income area is an area where 51% or more of the residents are low and moderate income, as described above.

need and be part of the strategic objectives for each goal/priority in order to be considered for funding from the City. This includes requests from outside agencies that are directly applying to the City for funding of their activities.

The ConPlan planning and approval process can be broken down into the following stages:

- Needs assessment
- Plan development
- Approval
- Amendments
- Performance review

The City of Bakersfield will make reasonable efforts to provide for citizen participation during the community development process and throughout the planning, implementation and assessment of all HUD programs undertaken by the City. City staff will make every effort to involve citizens in all phases of the development, implementation and assessment of community development programs including, but not limited to, the following phases:

a. Identification and assessment of housing and community development needs; determination of CDBG, HOME, and ESG project(s) (ConPlan and Annual Action Plan);
b. Changes and/or amendments to approved CDBG, HOME and/or ESG projects; and
c. Assessment of CDBG, HOME, and ESG program performance (CAPER).

All phases of the community development process will be conducted by City staff in an open manner. Citizens of Bakersfield are encouraged to participate at all levels and will be given access to program information during each phase of any HUD program as outlined herein.

This citizen participation process generally includes a series of well-publicized annual community/neighborhood meetings and public hearings to review the ConPlan, the Annual Action Plan and the Consolidated Annual Performance and Evaluation Report (CAPER). All meetings and hearings are publicized in accordance with applicable HUD, state and local regulations. Public notices for environmental procedures and project-related policies are also part of the citizen participation process.

In addition to hosting community meetings and public hearings, the City hosted a series of stakeholder focus groups, and conducted a web-based community needs assessment survey.

Background

In 2006, HUD and its Office of Community Planning and Development (CPD) division encouraged and, in some cases, required entitlement communities to implement strategies that further promote residents to participate in community building through the five-year ConPlan planning process. The CPD's underlying principles include the following:

- Community building begins with job creation, employment and the creation of safe, decent and affordable housing.
- Planning and execution of community development initiatives must be bottom up and community-driven.
- Complex problems require coordinated, comprehensive and sustainable solutions.
- Government must be streamlined to be more efficient and effective.
- Citizen participation in federal, state and local government can be increased through communication and better access to information.

This Citizen Participation Plan is in compliance with these federal principles.

Overview

GOAL: To generate significant public participation in the consolidated planning process, including any amendments to the ConPlan, the Annual Action Plan and the CAPER. Input will be sought particularly from low- and moderate-income persons and groups residing within various areas of the City where program funds will be used.

Objective A: *All persons, including those of low and moderate income, and persons with disabilities, shall have the opportunity to take part in the consolidated planning process and any amendments to the ConPlan, the Annual Action Plan and the CAPER.*

Policies:

1) The consolidated planning process and any amendments to the ConPlan, Annual Action Plan, and CAPER are designed to promote participation by low and moderate income citizens, as well as residents of blighted neighborhoods and CDBG, HOME, or ESG project areas. Bakersfield staff may take additional steps to further promote participation by such groups, or to target program information to these persons should staff feel that such persons may otherwise be excluded or should additional action be deemed necessary. Activities to promote additional participation may include: posting of notices in blighted neighborhoods and in places frequented by low and moderate income persons, and holding community meetings in low and moderate income neighborhoods or areas of existing or proposed CDBG, HOME, or ESG project activities.

2) The locations of all community meetings as described in this Citizen Participation Plan shall be made accessible to persons with disabilities. The City of Bakersfield shall provide a sign language interpreter whenever City staff is notified five days in advance that one or more deaf persons will be in attendance. The City of Bakersfield shall provide a qualified reader whenever City staff is notified five days in advance that one or more visually impaired persons will be in attendance. Additionally, the City of Bakersfield shall provide reasonable accommodations whenever City staff is notified five days in advance that one or more persons with mobility or developmental disabilities will be in attendance.

3) Two public input meetings will be held typically in the summer or fall prior to those years when a ConPlan is being prepared. At those meetings, members of the public will be asked to identify community needs and priorities prior to the drafting of the ConPlan.

4) Upon completion of the draft ConPlan, the plan will be available for public review and comment for 30 days. Copies of said plan shall be made available to the public at the City offices, at the Bakersfield branches of the Kern County Library and on the City's Web site (see Addendum). The ConPlan will also be made available in a format accessible to persons with disabilities upon request.

5) Upon completion of the draft Annual Action Plan, the plan shall be made available for public review and comment for 30 days. Copies of said plan shall be made available to the public at the City offices, at the Bakersfield branches of the Kern County Library and on the City's Web site (see Addendum). The draft Annual Action plan will also be made available in a format accessible to persons with disabilities upon request.

6) Upon any substantial changes requiring an amendment to the ConPlan or Annual Action Plan, the amendment shall be made available for public review and comment for 30 days. Copies of said amendment shall be made available to the public at the City offices, at the Bakersfield branches of the Kern County Library and on the City's Web site (see Addendum). Any amendments to the ConPlan or Annual Action Plan will also be made available in a format accessible to persons with disabilities upon request.

7) Upon completion of the draft CAPER, the report will be available for public review and comment for 15 days. Copies of said report shall be made available to the public at the City offices, at the Bakersfield branches of the Kern County Library and on the City's Web site (see Addendum).

8) Two separate public meetings at different times in each program year shall be conducted by the City to obtain community views and to respond to proposals and questions. The first public meeting will be held in the spring. The primary purpose of this public meeting shall be to assess community needs and problems in an effort to determine the most critical needs to be addressed by the ConPlan and/or the Annual Action Plan; and also to present for public comment and review the program activities which have been selected by the City of Bakersfield to resolve the identified needs.

   The second public meeting will be held in the late summer/early fall prior to the submission of the Consolidated Annual Performance and Evaluation Report (CAPER). The purpose of this public meeting is to assess how funds were spent during the previous program year and assess the performance of the City of Bakersfield in resolving identified community

development and housing needs, and in achieving its community development goals and objectives.

9) Public hearings and/or meetings shall be conducted at times and locations which will be convenient and accessible to all citizens, especially persons of low and moderate income, residents of blighted neighborhoods, and areas where CDBG, HOME, or ESG projects are proposed or on-going.

10) The City shall provide interpreters for non-English-speaking persons and/or the hearing impaired when such requests are made at least five working days prior to the meeting.

Objective B: *Adequate program information shall be provided to all interested persons and groups upon request.*

Policies:

1) Prior to adoption of the ConPlan, the City shall make available to all interested persons and groups the amount of assistance the City expects to receive in CDBG, HOME and ESG funding. In addition, the City shall identify the range of activities that must be undertaken with these funds, plans to minimize the displacement of persons and plans to assist displaced persons.

2) The City shall provide all interested persons and groups with reasonable and timely access to all information relating to the City's proposed ConPlan and the City's use of assistance under the relevant programs during the previous five years.

3) Materials to be made available shall include, but are not necessarily limited to: the Citizen Participation Plan; records of public hearings; mailings and promotional materials; prior CDBG program applications; letters of approval; grant agreements; the environmental review record; financial and procurement records; project design and construction specifications; labor standards materials; performance and evaluation reports; other reports required by the HUD; proposed and approved CDBG program application(s) for the current year or project; written comments or complaints received concerning the community development program, and written responses from the City of Bakersfield; and, copies of the applicable Federal and State rules, regulations, policies, requirements and procedures governing the CDBG, HOME, or ESG program. Upon request, the City shall provide copies of this information in oral, Braille, electronic, or large print (for the visually

impaired) for disabled persons, or will hand deliver copies to persons that are homebound.

4) In no case shall the City of Bakersfield disclose any information concerning the financial status of any program participant(s) which may be required to document program eligibility or benefit. Furthermore, the City of Bakersfield shall not disclose any information which may, in the opinion of the Community Development Director, be deemed of a confidential nature.

Objective C: *The City shall provide adequate advance public notice of all associated meetings and hearings.*

Policies:

1) The City shall provide adequate advance notice of all public hearings and meetings to all interested persons and groups. Sufficient information shall be published about the subject of the hearing or meeting, including but not limited to, the time, date, place and topics and procedures to be discussed to permit public input. Such notice shall take the form of a public notice in the *Bakersfield Californian*; online outreach via the City's Web site; and/or individual letters, notices or flyers mailed to interested persons and groups.

2) Public hearings will be held during all phases of the community development process, as outlined herein, to allow citizens to voice opinions and offer proposals concerning the development and performance of CDBG, HOME, and ESG programs. City staff will respond to questions and proposals from citizens at each public hearing. Any questions that citizens may have concerning a program will be answered and their comments, suggestions, and/or proposals will be received. Citizens may also express comments and views concerning the community development process or any specific project to the governing body at any regularly scheduled meeting.

Objective D: *The City shall furnish technical assistance to all interested persons and groups requesting such assistance.*

Policies:

1) The City shall provide technical assistance upon request, particularly to groups or individuals representing persons with low and moderate income. The City shall determine the necessary level and degree of assistance. Such technical assistance might include the following:

- Assisting low and moderate persons, and residents of blighted neighborhoods to develop statements of view, identify their needs, and to develop activities and proposals for projects, which when implemented, will resolve those needs.

- Explaining the process for submitting proposals.

- Interpreting program rules, regulations, and procedures and/or federal and local requirements.

- Providing comments and advice on the telephone or in meetings.

- Reviewing and commenting on draft proposals.

Objective E: *All comments, objections, and complaints submitted by interested persons or groups shall be adequately considered and addressed.*

Policies:

1) The City shall consider any comments or complaints from interested persons or groups received in writing or orally at public hearings or meetings in preparing the ConPlan, any amendments to the plan, the Annual Action Plan and/or the CAPER.

2) A summary of public comments or complaints and a summary of any comments or complaints not accepted and the reasons thereto shall be attached to the respective final ConPlan, any amendments to the plan, the Annual Action Plan and/or the CAPER.

3) The City shall provide a substantive written response to every comment or complaint received within 15 working days when possible.

Public Participation

1. Citizen Participation Plan and Amendments

The Citizen Participation Plan is designed to facilitate and encourage residents to participate in the ConPlan process. In particular, the Citizen Participation Plan seeks to encourage the involvement of low- and moderate-income persons.

The City will use the following process to adopt and make any subsequent changes to its Citizen Participation Plan:

- The City will place public notices in the *Bakersfield Californian* newspaper, at the Community Development office and the Bakersfield branches of the Kern County Library and on the City's Web site (see Addendum) in advance of a 30-day public review and comment period.

- Residents have 30 days to review the Citizen Participation Plan from the date of the notice.

- During the 30-day public review and comment period, the document will be available for review at the City's Community Development Department office. Copies of the document will be available to the public.

- Residents may file comments in writing at the City offices during the 30-day period from the date of the notice.

- The City Council will adopt the Citizen Participation Plan as part of the Consolidated Plan.

Any change in the public participation process as outlined in this document will require an amendment to the Citizen Participation Plan.

2. Consolidated Plan and the Annual Action Plan

The steps outlined below provide opportunities for public involvement in the ConPlan and the Annual Action Plan:

- The City will consult with local public agencies that assist low- and moderate-income persons and areas, including City staff, state and

federal agencies, neighboring local governments and regional agencies.

- The City will consult with private agencies, including local nonprofit service providers and advocates such as the local public housing agency, health agencies, homeless service providers, nonprofit housing developers and social service agencies (including those focusing on services to children, the elderly, persons with disabilities, persons with HIV/AIDS, persons with substance abuse problems, etc.).

- The City will place public notices in the *Bakersfield Californian* newspaper, at City offices and the Bakersfield branches of the Kern County Public Library and on the City's Web site (see Addendum) 15 days in advance of a meeting. The notice will include the amount of funds available, the range of activities that could be undertaken and the amount that would benefit low- to moderate-income persons.

- A public hearing will be held before the City Council to solicit input on needs and priorities for the ConPlan and the Annual Action Plan.

- Residents have 30 days to review the draft ConPlan and/or the draft Annual Action Plan from the date of the notice.

- Residents may file comments at the City offices during a 30-day period from the date of the notice.

- A public hearing will be held before the City Council to receive comments and approve the ConPlan and the Annual Action Plan.

- The City Council will adopt the ConPlan and/or Annual Action Plan.

- In preparing the final ConPlan and/or Annual Action Plan, careful consideration will be given to all comments and views expressed by the public, whether given as verbal testimony at the public hearing or submitted in writing during the review and comment period. The final documents will have a section that includes all comments, plus explanations as to why any comments were not accepted.

3. Substantial Amendments to the ConPlan and the Annual Action Plan

Amendments to the ConPlan or the Annual Action Plan will be necessary whenever one of the following is proposed:

- To make a substantial change in the allocation priorities or a substantial change in the method by which funds are distributed

    - For the purpose of the Consolidated Plan, a "substantial change" involves a cumulative change in the program budget of 25 percent or more of the City's total federal entitlement for the current program year

    - If an amendment does not qualify as a substantial change (cumulative change of under 25 percent of the City's total federal entitlement), it will be considered administrative in nature and documentation of the administrative amendment will be made to the current Consolidated Plan or Annual Action Plan, and notification of the amendment will be provided to HUD

- To use CDBG, HOME, or ESG funds (including program income) to carry out an activity not previously described in the Annual Action Plan or ConPlan; or

- To allow a substantial change in the purpose, scope, location or beneficiaries of a specific activity.

The following procedures apply to amendments:

- The City will place public notices in the *Bakersfield Californian* newspaper, at the City offices and the Bakersfield branches of the Kern County Library and on the City's Web site (see Addendum) in advance of a 30-day public review and comment period.

- Residents have 30 days to review the proposed amendment from the date of the notice.

- During the 30-day public review and comment period, the document will be available for review at the City's Community Development Department and City Clerk's office. Copies of the document will be available to the public.

- Residents may file comments at the City offices during the 30-day period from the date of the notice.

- The City Council will adopt the amendment.

- In preparing a final amendment, careful consideration will be given to all comments and views expressed by the public, whether given as

verbal testimony at the public hearing or submitted in writing during the review and comment period. The final amendment will have a section that includes all comments, plus explanations as to why any comments were not accepted.

- Substantial amendments are submitted to HUD as it occurs or at the end of the program year.

4. Consolidated Annual Performance Evaluation Report (CAPER)

Every year, the City must submit to HUD a Consolidated Annual Performance Evaluation Report (CAPER). In general, the CAPER must describe how funds were actually used and the extent to which these funds were used for activities that benefited low- and moderate-income people. The following steps outline the opportunities for public involvement in the CAPER:

- The City will place public notices in the *Bakersfield Californian* newspaper, at the City offices and the Bakersfield branches of the Kern County Public Library and on the City's Web site (see Addendum) in advance of a 15-day public review and comment period.

- Residents have 15 days to review the CAPER from the date of the notice.

- During the 15-day public review and comment period, the document will be available for review at the City's Community Development Department office. Copies of the document will be available to the public.

- Residents may file comments at the City offices during the 15-day period from the date of the notice.

- In preparing the CAPER, careful consideration will be given to all comments and views expressed by the public, whether given as verbal testimony at the public hearing or submitted in writing during the review and comment period. The final report will have a section that includes all comments, plus explanations as to why any comments were not accepted.

Funding of Public Services

The City will issue a Notice of Funding Availability (NOFA) to the community for the Annual Action Plan, beginning with the 2015–2016 program year. The notice will identify the amount of CDBG, HOME and ESG funds available to public service agencies and a list of eligible activities. The agencies may apply to the City at the following address:

City of Bakersfield
Community Development Department
1715 Chester Avenue
Bakersfield, CA 93301

All applications must include the following information in order to be eligible to receive CDBG, HOME and/or ESG funds:

- Name of the organization, the contact person(s) and a brief history of the organization
- Name of the project and a detailed description of project
- Documentation identifying the need for such a project
- Financial summary, including the amount of CDBG, HOME and/or ESG funds requested and other resources to leverage CDBG, HOME and/or ESG funds, as well as the potential uses of the funds
- Objectives of the project and the intended beneficiaries
- If the organization is requesting CDBG, HOME and/or ESG funds from other jurisdictions for the same project, information included on the amount requested and the potential benefits for each jurisdiction

City staff will review the applications to determine the eligibility of the projects. City staff will evaluate the projects based on the benefits to low- and moderate-income residents and areas and on the projects' feasibility. The selected projects will be recommended to the City Council for approval.

Plans to Minimize Displacement of Persons and Assist any Persons Displaced

The City of Bakersfield in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, the 1988 Common Rule, and the 1989 Barney Frank Act, will provide relocation assistance, as described in 24 CFR 570.606(b)(2), to each low/moderate-income household displaced by the demolition of housing or by the conversion of a low/moderate-income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the Act, the City of Bakersfield will include, but not be limited to, the following steps to minimize the displacement of persons from their homes:

A. Avoid, as much as possible, Action Plan funded projects which permanently displace persons from their homes.

B. Fully advise any residents who may be displaced of their rights and options for relocation benefits as required by federal regulations.

C. Assist displaced residents in filling out any required forms for assistance or to appeal City decisions regarding displacement or the level of relocation benefits.

A copy of the City's Anti-Displacement and Relocation Plan is also available to interested residents upon request.

Citizen Participation Summary

DOCUMENT	PUBLIC PARTICIPATION	REQUIRED TIME FOR PUBLIC REVIEW	REQUIRED APPROVAL	DEADLINE
Citizen Participation Plan	Public Hearing 15-Day Notice	30-Day Public Review	City Council	N/A
ConPlan and/or Annual Action Plan	Public Hearing 15-Day Notice	30-Day Public Review	City Council	Submit to HUD 45-days prior to start of new program year
Substantial Amendments	Public Hearing 15-Day Notice	30-Day Public Review	City Council	Submit to HUD when complete
Administrative Amendments	No Public Hearing	None	City Manager	Submit to HUD when complete
CAPER	Not Required	15-Day Public Review	City	Submit to HUD within 90-days of end of program year

Addendum

The City of Bakersfield Community Development Department located at 1715 Chester Avenue, Bakersfield, California.

The City Clerks Office located at 1600 Truxtun Avenue, Bakersfield, California.

The Bakersfield branches of the Kern County Library are as follows:

- Baker, 1400 Baker Street; (661) 861-2390
- Beale Memorial Library, 701 Truxtun Avenue; (661) 868-0701
- Holloway-Gonzales, 506 E. Brundage Lane; (661) 861-2083
- Southwest, 8301 Ming Avenue; (661) 664-7716
- Northeast, 3725 Columbus; (661)871-9017

The California State University Bakersfield Library at 9001 Stockdale Highway, Bakersfield, California

The City's Web site address is http://www.bakersfieldcity.us/.

B A K E R S F I E L D

Community Development Department
Douglas N. McIsaac, Community Development Director

Phil Burns, Building Director
Building Division

Jacquelyn R. Kitchen, Planning Director
Planning Division

Housing Element Update Community Workshop

The City of Bakersfield is updating the Housing Element of the General Plan. A community workshop to discuss the Housing Element Update and solicit public input will be held at 6:00 PM on March 24, 2015 at the City of Bakersfield Council Chambers of City Hall, 1501 Truxtun Avenue, Bakersfield.

The Housing Element is a state-mandated element of the City's General Plan that must identify and analyze existing and projected housing needs of our community. It is a comprehensive city-wide planning document that includes a statement of goals, policies, quantified objectives, financial resources and programs for the preservation, improvement and development of housing.

For additional information on the Housing Element and updated news on upcoming meetings, materials and links, please go to the Housing Element Update webpage:

http://www.bakersfieldcity.us/housingelementupdate.html

Do you want to inform the City about your housing needs, issues and concerns? Please go to the webpage above and fill out our housing survey.

We Encourage Your Participation!

For more information, or if you require Spanish translation, sign language interpreter, or visual aids in order to participate in the community workshop, please call (661) 326-3733 and ask for assistance.

Dated: February 27, 2015

Jacquelyn R. Kitchen,
Planning Director

CG - S:\Housing Element 2015 Update\Public Outreach\March 24 Workshop\Workshop Notice.docx

B A K E R S F I E L D

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Douglas N. McIsaac, Community Development Director

Phil Burns, Building Director
Building Division

Jacquelyn R. Kitchen, Planning Director
Planning Division

Taller del Housing Element Actualización de la Comunidad

La ciudad de Bakersfield está actualizando el Housing Element del Plan General. Un taller de la comunidad para discutir la Actualización del Housing Element y solicitar la opinión pública se llevará a cabo a las 6:00 pm el 24 de marzo de 2015 a la ciudad de Bakersfield Cámara del Concejo de la ciudad de Hall, 1501 Truxtun Avenue, Bakersfield.

El Housing Element es un elemento obligatorio del estado del Plan General de la Ciudad que se deben identificar y analizar las necesidades de vivienda existentes y proyectados de nuestra comunidad. Se trata de un documento de planificación de toda la ciudad completa que incluye una declaración de metas, políticas, objetivos cuantificados, recursos financieros y programas para la conservación, mejora y desarrollo de la vivienda.

Para obtener información adicional sobre el Elemento de Vivienda y noticias actualizadas sobre las próximas reuniones, materiales y enlaces, por favor vaya a la página del Housing Element Actualización:

http://www.bakersfieldcity.us/housingelementupdate.html

¿Quieres informar a la Ciudad acerca de sus necesidades de vivienda, problemas y preocupaciones? Por favor, vaya a la página web arriba y llene nuestra encuesta sobre la vivienda.

Alentamos a Su Participación!

Para obtener más información, o si necesita traducción en español, intérprete de señas, o ayudas visuales con el fin de participar en el taller de la comunidad, por favor llame al (661) 326-3733 y pedir ayuda.

Fecha: 27 de Febrero 2015

Jacquelyn R. Kitchen,
Planning Director

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Bakersfield Housing Element Update
Community Workshop
March 24, 2015

AGENDA:

1) Welcome & Introductions
2) Purpose of the Housing Element
3) Components of the Housing Element
4) CA Housing Supply & Affordability
5) Overview of Bakersfield/Demographics
6) Housing Affordability
7) Housing Needs Allocation
8) Potential Housing Needs
9) Process Overview
10) Questions?

Please share with us your housing concerns. What are the City's Housing Challenges & Needs? What should be the City's Housing Priorities?

HOUSING ELEMENT UPDATE 2015-2023

Thursday, June 4, 2015
Planning Commission and Community Workshop

Agenda

- Purpose & Components of the Housing Element
- California Housing Issues
- Overview of Bakersfield/Demographics
- Bakersfield Supply & Affordability
- Housing Needs & Projected Growth
- Potential Housing Issues & Needs
- Bakersfield's Housing Priorities & Goals
- California's New Housing Strategy
- Process Overview & Questions

Purpose of the Housing Element

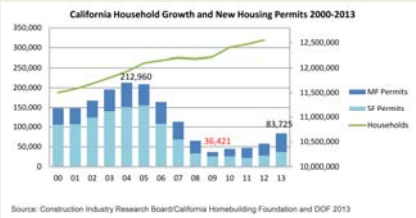
- A planning document used to address the housing needs and demands over a eight-year period
- Sets forth goals, policies and programs regarding the construction, preservation and improvement of housing
- Helps guide local governments who must adopt land-use plans and regulatory schemes that provide opportunities for, and do not excessively constrain, housing development

Components of the Housing Element

- Public Participation
- Review & Evaluation of Previous Housing Element
- Housing Needs Assessment
- Identification of Constraints
- Identification of Resources and Opportunities
- Goals, Policies and Programs

In California, Housing Supply Problems Remain

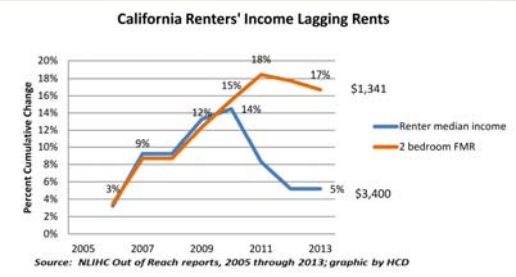
- Population growth in California currently averages 330,000 persons annually
- Construction continues to lag behind demand:



CA Housing Supply Problems Remain

- Homeownership rate in California was 58.4% in 2006 and in 2012 had dropped to 54%
- Overall, there has been a shift in housing tenure from homeownership to renting, which is increasing demand for rental housing
- Aging baby boomers and young millennials are also drivers of housing demand with a preference for variety of housing types

CA Housing Affordability Worsens



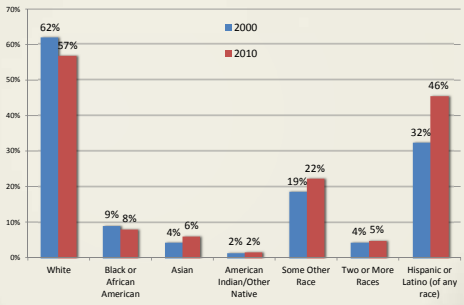
CA Housing Affordability Worsens

- Private housing market is not providing an adequate number of homes affordable to low and moderate incomes
- In CA, 57 percent of all renters pay more than 30 percent of their income for housing, while lower income households overpaying is 78 percent
- The lower income households are most impacted by the tight rental market, as incomes lag behind spiking rents
- Homeowners continue to face tight lending standards that impede access to housing financing

Overview of Bakersfield

- Population
  - 2000 - 247,057
  - 2010 - 347,483
  - 2013 - 359,221
- In 2000 we ranked 12th in population of CA cities
- Now Rank 9th, behind Oakland
- Growth of 112,164 persons since 2000 (45%)
- The City was 57% of the growth in County

Bakersfield Race/Ethnicity



Age Characteristics

- Median age slightly decreased from 30.1 in 2000 to 30 in 2010
- Largest increase (89.5%) was in adults from 55-64

	% of Population	
Age Group	**2000**	**2010**
Preschool (0-4 years)	8.8%	9.0%
School Age (5-19 years)	27.0%	25.8%
College Age (20 - 24 years)	7.0%	7.4%
Young Adults (25 - 44 years)	29.9%	27.9%
Adults (45 - 64 years)	18.6%	21.4%
Seniors (65+ years)	8.8%	8.4%

Housing Occupancy

		2013	2000-2013	
	2013	% of Total	Net Change	% Change
Owner occupied:	**63,549**	**58%**	**13,047**	**26%**
1 person in household	10,691	10%	2,271	27%
2 - 4 persons in household	41,692	38%	8,046	24%
5+ persons in household	11,166	10%	2,730	32%
Renter occupied:	**46,383**	**42%**	**13,444**	**41%**
1 person in household	10,976	10%	1,434	15%
2 - 4 persons in household	26,644	24%	8,322	45%
5+ persons in household	8,763	8%	3,688	73%

Households By Income

Households By Income	2000		2010		2013	
Income Groups	Number	%	Number	%	Number	%
Less than $10,000	9,084	10.9%	6,022	5.7%	6,816	6.2%
$10,000 to $19,999	11,844	14.2%	11,410	10.8%	12,532	11.4%
$20,000 to $24,999	5,694	6.8%	5,494	5.2%	6,046	5.5%
$25,000 to $34,999	10,274	12.3%	10,354	9.8%	9,894	9.0%
$35,000 to $49,999	13,945	16.7%	15,742	14.9%	13,742	12.5%
$50,000 to $74,999	15,717	18.8%	19,862	18.8%	20,557	18.7%
$75,000 to $99,999	8,630	10.3%	14,474	13.7%	14,621	13.3%
$100,000 or more	8,240	9.9%	22,397	21.2%	25,614	23.3%
Total Households	83,428		105,648		109,932	
Median household income (dollars)	39,723		53,997		56,204	

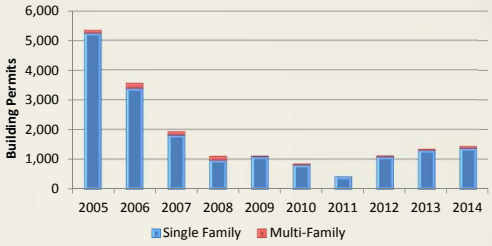
Vacant Housing Units

Type of Vacant Unit	2000		2010		2013	
	No.	%	No.	%	No.	%
For rent	2,187	**45%**	4,428	46%	2,811	**33%**
Rented or sold, not occupied	309	6%	551	6%	803	9%
For sale only	1,018	21%	2,187	23%	1,566	18%
For seasonal, recreational, or occasional use	268	6%	427	4%	412	5%
For migrant workers	3	0%	7	0%	-	0%
Other vacant	1,036	**21%**	1,993	21%	2,950	**35%**
Total	4,821		9,593		8,542	
Vacancy Rate	5.5%		7.9%		7.2%	

Source: 2000 & 2010 US Census, American Community Survey 5-Year Estimates

- Just apartment vacancy, the 2014 3rd quarter rate was just 2.3 percent, the lowest in 2 years

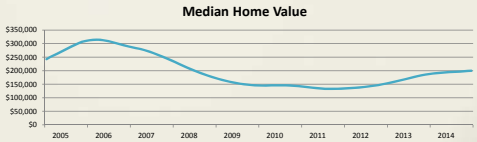
Residential Building Permits



- Multifamily permits consisted of a small percentage; 3% in 2012, 2% in 2013 and 4% in 2014

Bakersfield - Housing Affordability

- Median Home Value: (December 2014) $199,900
- Currently the Annual Income needed to buy a $200,000 home is estimated at $50,240 (includes 5% down, 30 year mortgage, 3.8% interest , taxes & insurance)
- Almost 45% of Bakersfield households earn less than $50,000 a year



Bakersfield - Housing Affordability

- In Bakersfield MSA (2013), the annual income needed to afford a 2 bedroom apartment was $32,600 (FMR $815)
- Affordable rents or mortgage payment is considered not more than 30% of gross income
- Residents that pay 30 % or more on housing (2013)
  - 34% of Owners
  - 53% of Renters
- 42% of renters have a household income of less than $35,000 and are paying more than 30% in housing costs

Housing Need Allocation

- Regional Housing Need Allocation (RHNA) projection period:
  - January 1, 2013 – December 31, 2023
- Bakersfield:
  - Total Allocation: 36,290
  - Very Low Income: 9,706 (26.7%)
  - Low Income: 5,800 (16.0%)
  - Moderate Income: 6,453 (17.8%)
  - Above Moderate Income: 14,331 (39.5%)

Bakersfield Growth

- Projected population increase of 145,879
- Housing need of 36,290 units

	2013	2023	2013–2023	
			Net Change	% Change
Total Population	359,221	505,100	**145,879**	**41%**
Group Quarters Population	3,638	4,100	462	13%
Household Population	355,583	501,000	145,417	41%
Households	113,287	155,900	42,613	38%
Average Household Size	3.14	3.21	0.07	2%
Sources: 2010 Census, California Department of Finance, Kern COG				

Potential Housing Needs

- Preserving existing neighborhoods & improving housing conditions
- Providing a variety of housing types to accommodate all income levels and foster balanced growth
- Providing affordable housing for young families, young single professionals and seniors
- Consolidated Plan Public Survey
  - Energy Efficiency Improvements
  - Housing for Homeless
  - Affordable Housing
  - Shelters for Women and Victims of Domestic Violence and Abused/Neglected Children
  - Housing for the Elderly

Housing Priorities & Goals

1) Decent housing opportunities and accessibility for all incomes and those with special needs
2) Provide and maintain an adequate supply of sites for affordable housing
3) Preserve, rehabilitate and enhance existing housing
4) Ensure access to housing and housing programs are available without discrimination
5) Encourage and enhance intergovernmental, public and private coordination and cooperation to achieve an adequate housing supply for all economic and social segments of the community

The Future 2015-2025

California's new statewide housing strategy is in development

Housing Element Process

1. Public Outreach/Workshops
2. Administrative Draft
3. Send Draft to State HCD
4. 60 Day HCD Review Period
5. Draft to Planning Commission
6. Final Draft (60 days HCD & Public Review)
7. Letter of Substantial Compliance from HCD
8. Adopt Housing Element
9. HCD Certification (HCD has 90 days)
10. Implementation of Goals , Objectives & Programs

Questions?

Please take our Housing Survey!

Survey Deadline is June 12th!

www.bakersfieldcity.us/housingelementupdate.html

- Contact:
  - Cecelia Griego, Associate Planner II
  - Community Development Department
  - 1715 Chester Avenue
  - (661) 326-3788
  - cgriego@bakersfieldcity.us

B A K E R S F I E L D

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Dated: May 14, 2015

Jacquelyn R. Kitchen,
Planning Director

CG - S:\Housing Element 2015 Update\Public Outreach\June 4 PC Meeting\Workshop Notice.docx

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Jacquelyn R. Kitchen, Planning Director
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Taller del Housing Element Actualización de la Comunidad

La ciudad de Bakersfield está actualizando el Housing Element del Plan General. Un taller de la comunidad para discutir la Actualización del Housing Element y solicitar la opinión pública se llevará a cabo a la Comisión de Planificación a las 5:30 pm el Jueves, 04 de junio 2015 en la ciudad de Bakersfield, City Hall Council Chambers, 1501 Truxtun Avenue, Bakersfield.

El Housing Element es un elemento obligatorio del estado del Plan General de la Ciudad que se deben identificar y analizar las necesidades de vivienda existentes y proyectados de nuestra comunidad. Se trata de un documento de planificación de toda la ciudad completa que incluye una declaración de metas, políticas, objetivos cuantificados, recursos financieros y programas para la conservación, mejora y desarrollo de la vivienda.

Para obtener información adicional sobre el Elemento de Vivienda y noticias actualizadas sobre las próximas reuniones, materiales y enlaces, por favor vaya a la página del Housing Element Actualización:

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Fecha: 14 de mayo 2015

Jacquelyn R. Kitchen,
Planning Director

CG - S:\Housing Element 2015 Update\Public Outreach\June 4 PC Meeting\Workshop Notice - Spanish.docx

34th St Neighborhood Partnership
3800 Jewett Avenue
Bakersfield, CA 93301

African American Network of Kern County
P.O. Box 1215
Bakersfield, CA 93302

Alliance Against Family Violence
1921 19th St, Bakersfield, CA 93301
Bakersfield, CA 93305

Alzheimer's Disease Association of Kern County
5500 Olive Drive Bldg. 1
Bakersfield, CA 93308

American Cancer Society
1831 Truxtun Ave Ste 150
Bakersfield, CA 93301

American Heart Association
404 Truxtun Avenue
Bakersfield, CA 93301

American Lung Association
4660 American Ave., #100
Bakersfield, CA 93309

American Red Cross Kern Chapter
5035 Gilmore Avenue
Bakersfield, CA 93308

Anne Sippe Clinic-Riverside Ranch
18200 Highway 178
Bakersfield, CA 93306

Arthritis Association
1800 Westwind Drive #500
Bakersfield, CA 93301

Assistance League of Bakersfield
P.O. Box 2286
Bakersfield, CA 93301

Golden Empire Association of Realtors
PO Box 9338
Bakersfield, CA 93389

Bakersfield City School District
1300 Baker Street
Bakersfield, CA 93306

Bakersfield Community House
2020 R Street
Bakersfield, CA 93301

Bakersfield Police Activities League
301 E 4th Street
Bakersfield, CA 93307

Bakersfield Post NO. 26
2020 H Street
Bakersfield, CA 93301

Bakersfield Pregnancy Center
1801 21st Street #1
Bakersfield, CA 93301

The Mission at Kern County
PO Box 2222
Bakersfield, CA 93303

Bakersfield Senior Center
530 4th Street
Bakersfield, CA 93304

BARC
2240 South Union Avenue
Bakersfield, CA 93307

Believers In Jesus Men's Ranch
600 Planz Road
Bakersfield, CA 93304

Bethany Services
1600 East Truxtun Avenue
Bakersfield, CA 93305

B-Glad Deaf Services
4949 Buckley Way, Suite 203
Bakersfield, CA 93309

Home Builders Association of Kern County
P.O. Box 21118
Bakersfield, CA 93390

Big Brothers/ Big Sisters
948 N. “H” Street, Suite 2
Tulare, CA 93274

Boy Scouts of America-So Sierra Council
2417 M Street
Bakersfield, CA 93301

Boys and Girls Club
PO Box 5J
Bakersfield, CA 93385

Canyon Hills Senior Housing Inc
6701 Auburn St
Bakersfield, CA 93306

CAP of Kern
300 19th Street
Bakersfield, CA 93301

CASA
2000 24th Street Ste 130
Bakersfield, CA 93301

Catholic Charities
825 Chester Ave.
Bakersfield, CA 93305

Center For The Blind
1721 Westwind Dr Ste B
Bakersfield, CA 93301

Chamber of Commerce
PO Box 1947
Bakersfield, CA 93303

Clinica Sierra Vista
1430 Truxtun Avenue #4
Bakersfield, CA 93302

Comm Action Against Drug & Alcoh
PO Box 60367
Bakersfield, CA 93386

Community Clean Sweep
PO BOX 2072
Bakersfield, CA 93303

Community Connection for Child Care
2000 24th Street Ste 100
Bakersfield, CA 93301

Community Relations
PO Box 9338
Bakersfield, CA 93389

Crews Home for Girls Inc
9711 Iroquois Lane
Bakersfield, CA 93312

CSUB-Dept of Social Work
9001 Stockdale Hwy
Bakersfield, CA 93311

Department of Human Resources
100 E California Avenue
Bakersfield, CA 93302

Developmental Svcs Support Fndn /
Kern Inyo Mono Michal C. Clark
3200 N Sillect Avenue
Bakersfield, CA 93308

Disabled American Veterans
PO BOX 6175
Bakersfield, CA 93386

E. Bakersfield Comm. Health Ctr
815 Lakeview Avenue
Bakersfield, CA 93307

East Bakersfield Senior Center Inc
2101 Ridge Road
Bakersfield, CA 93305

East Niles Senior Citizens Center
6601 E Niles Street
Bakersfield, CA 93306

Ebony Counseling Center
1301 California Avenue
Bakersfield, CA 93304

Elderlife
1111 Columbus Street
Bakersfield, CA 93305

Employer's Training Resource
2001 28th Street
Bakersfield, CA 93301

Family Health Clinic
1611 First Street
Bakersfield, CA 93301

Family To Family
900 22nd Street
Bakersfield, CA 93301

First Assembly
4901 California Avenue
Bakersfield, CA 93309

Friends Outside
3416 Sillect Avenue
Bakersfield, CA 93308

GBLA
615 California Avenue
Bakersfield, CA 93304

GEAHI
601 24th Street Ste B
Bakersfield, CA 93301

Girl Scouts of America-Joshua Tree
Council
1831 Brundage Lane
Bakersfield, CA 93304

Golden Empire Gleaners
1326 30th Street
Bakersfield, CA 93301

Good Samaritan Hospital
901 Olive Drive
Bakersfield, CA 93308

Goodwill Industry
4901 Stine Road
Bakersfield, CA 93313

Greenfield Family Resource Center
5400 Monitor Street
Bakersfield, CA 93304

Greenfield Union School District
1624 Fairview Road
Bakersfield, CA 93307

H E A R T S Connection
3200 Sillect Avenue
Bakersfield, CA 93308

Habitat For Humanity
PO Box 3267
Bakersfield, CA 93385

Hall Ambulance Service
1001 21st Street
Bakersfield, CA 93301

Harvesters of Kern County Inc
202 Solecita Way
Bakersfield, CA 93314

Haven Counseling Center
730 Chester Avenue
Bakersfield, CA 93301

Helping Hands Project
1820 Westwind Drive
Bakersfield, CA 93301

Henrietta Weill Memorial Child Guidance Clinic
3628 Stockdale Hwy
Bakersfield, CA 93309

Here's Life Inner City
6021 Friant Drive
Bakersfield, CA 93309

Hispanic Faith Based Homeless Coalition
600 Planz Road
Bakersfield, CA 93304

Hoffmann Hospice of the Valley Inc
8501 Brimhall Rd. Bldg 100
Bakersfield, CA 93312

Housing Authority of Kern County
601 24th Street
Bakersfield, CA 93301

Independent Living Center
1631 30th Street
Bakersfield, CA 93301

Jason's Retreat
PO Box 3246
Bakersfield, CA 93385

Inland Empiree Job Corps
1727 19th Street
Bakersfield, CA 93301

Junior League of Bakersfield
PO Box 2920
Bakersfield, CA 93303

Kaiser Permanente
5055 California Avenue Ste 110
Bakersfield, CA 93309

Karpe Foundation
4000 Ming Avenue
Bakersfield, CA 93309

KC Dept of Mental Health
PO Box 1000
Bakersfield, CA 93302

KC Emerg Food & Shelter Program
217 El Tovar Court
Bakersfield, CA 93309

KC Hispanic Chamber
1401 19th Steet Ste 110
Bakersfield, CA 93301

KC Public Health Department
1800 Mt Vernon
Bakersfield, CA 93306

KC Superintendent of Schools
1300 17th Street
Bakersfield, CA 93301

Kenya Community Center
1627 Virginia Avenue
Bakersfield, CA 93307

Kern Adult Literacy
331 18th Street
Bakersfield, CA 93301

Kern Bridges Youth Group
1321 Stine Road Ste 100
Bakersfield, CA 93309

Kern Child Abuse Prevention Council Inc
730 Chester Avenue
Bakersfield, CA 93301

Kern City Veterans Serv. Center
1120 Golden State Avenue
Bakersfield, CA 93301

Kern Council of Govts
1401 19th Street Ste 300
Bakersfield, CA 93301

Kern County Black Chamber of Commerce
4918 Shadow Stone Street
Bakersfield, CA 93313

Kern County Alliance for the Mentally Ill
PO BOX 9144
Bakersfield, CA 93389

Kern County Child & Family Svc
2000 24th Street
Bakersfield, CA 93301

Kern County Food Bank
PO Box 134
Bakersfield, CA 93302

Kern County Mental Health-Kern Linkage Program
PO Box 1000
Bakersfield, CA 93302

Kern County Mental Health-Help+ & Rural Homes
PO Box 1000
Bakersfield, CA 93302

Kern Health Systems
9700 Stockdale Hwy
Bakersfield, CA 93311

Kern Hospice
1315 Boughton Drive
Bakersfield, CA 93308

Kern Indochinese American Center
1700 14th Street
Bakersfield, CA 93301

Kern Lifeline
3550 Q Street, Ste 204
Bakersfield, CA 93301

Kern Medical Center
1830 Flower Street
Bakersfield, CA 93305

Kern Regional Center
3200 No. Sillect Avenue
Bakersfield, CA 93308

Kern Youth Services
8600 Chaumont Court
Bakersfield, CA 93311

Link to Life
1706 Chester Avenue Ste 200
Bakersfield, CA 93301

Links Inc
4101 Adias Avenue
Bakersfield, CA 93313

Lloyd Plank Foundation
1400 Easton Drive Ste 107
Bakersfield, CA 93309

Local Investment in Child Care
2100 Chester Avenue
Bakersfield, CA 93301

MAOF (Mexican-American Opportunity Found.)
2130 Chester Ave. Ste 200
Bakersfield, CA 93301

Mercy Healthcare
PO Box 119
Bakersfield, CA 93302

Mercy Services Corporation
2215 Truxtun Avenue
Bakersfield, CA 93301

Mount Elgon Corporation
615 California Avenue
Bakersfield, CA 93304

MOVE International
1300 17th Street
Bakersfield, CA 93301

Murphys Boys Group Home Inc
3509 Eisenhower Avenue
Bakersfield, CA 93309

National Assn People with Disabilities
4032 Jewett Avenue
Bakersfield, CA 93301

Nemesis Station
4718 Poppyseed
Bakersfield, CA 93313

New Beginnings
1800 Height Street
Bakersfield, CA 93305

New Beginning Recovery Center
1006 Collins
Bakersfield, CA 93307

New Directions Group Home for Girls
PO Box 41374
Bakersfield, CA 93384

Niles Assembly of God
1701 Niles Street
Bakersfield, CA 93305

NOR Recreation & Parks District
405 Galazy Avenue
Bakersfield, CA 93308

North Bakersfield Senior Adult Alliance inc
115 E Roberts Lane
Bakersfield, CA 93308

Office of Aging and Adult Services
5357 Truxtun Avenue
Bakersfield, CA 93309

Operation Fresh Start
6208 Norris Road
Bakersfield, CA 93308

Our Lady of Guadalupe Preschool
11702 Crockett Court
Bakersfield, CA 93312

Pelletier Foundation
1224 Mt Lowe
Bakersfield, CA 93309

Resurrection Christian Ministries Inc
1009 6th Street
Bakersfield, CA 93304

Saint John Manor Housing Corporation
900 4th Street
Bakersfield, CA 93304

Saint Vincent De Paul Society
300 Baker Street
Bakersfield, CA 93305

Salvation Army
4417 Wilson Road
Bakersfield, CA 93309

Self Help Enterprises
PO Box 6520
Visalia, CA 93290

Senior Legal Center
1601 F Street
Bakersfield, CA 93301

Senior Serve
12320 Backdrop Court
Bakersfield, CA 93306

Service Access Coalition
PO Box 456
Bakersfield, CA 93302

Skeet Varner Foundation
PO BOX 80427
Bakersfield, CA 93380

Society For Crippled Children & Adults
1819 Brundage Lane
Bakersfield, CA 93304

Southeast Bakersfield Civic League
931 Bank Street
Bakersfield, CA 93304

Steinert Family Foundation
3939 Bernard Steet Ste 1
Bakersfield, CA 93306

STEPS
3533 Mt Vernon Avenue
Bakersfield, CA 93306

Tabitha's House Inc
700 19TH STREET
Bakersfield, CA 93301

Teen Challenge International
PO Box 1011
Bakersfield, CA 93302

Garden Pathways
1616 29th Street
Bakersfield, CA 93301

The Mare Program
9620 Bracken Oak Way
Bakersfield, CA 93311

Todd and Maris Madigan Foundation
PO BOX 2354
Bakersfield, CA 93303

United Way of Kern County
5405 Stockdale Hwy Ste 200
Bakersfield, CA 93309

United Resources for Social Change
PO Box 3343
Bakersfield, CA 93385

Valley Achievement Center
1300 Stine Rd
Bakersfield, CA 93309

Vida Scott Center
1101 E Belle Terrace Way
Bakersfield, CA 93307

Vinesmans Ponderosa Christian Ranch
518 Union Avenue
Bakersfield, CA 93307

Volunteer Center of Kern County
1400 Chester Avenue
Bakersfield, CA 93301

WS Senior CARE Foundation
1817 Truxtun Avenue
Bakersfield, CA 93301

Y Kwong and R Fok Foundation Inc
2920 F Street Ste12
Bakersfield, CA 93301

Youth Connection INC
PO BOX 3309
Bakersfield, CA 93385

Youth For Christ
2131 California Avenue
Bakersfield, CA 93304

Mountain View Community Church
3535 Union Avenue
Bakersfield, CA 93305

Faith in Action Kern County
2005 Eye Street
Bakersfield, CA 93301

Dolores Huerta Foundation
P.O. Box 2087
Bakersfield, CA 93303

Kern County Network for Children
1300 17th Street
Bakersfield, CA 93301

Bike Bakersfield
1708 Chester Avenue
Bakersfield, CA 93301

Stewards Inc.
2211 H St.
Bakersfield, CA 93301

Bakersfield Association of Realtors
2300 Bahamas Drive
Bakersfield, CA 93309

Kern County Builders' Exchange
1121 Baker Street
Bakersfield, CA 93305

ACECOC
P.O. Box 176
Bakersfield, CA 93302

Kern Hispanic Chamber of Commerce
231 H Street,
Bakersfield, CA 93304

KERN COG
1401 19th Street Ste 300
Bakersfield, CA 93301

Kern County Planning & Community Development
2700 M Street Ste 100
Bakersfield, CA 93301

Smart Growth Coalition of Kern County
441 Vineland Road
Bakersfield, CA 93307

Law Library
1415 Truxtun Avenue
Bakersfield, CA 93301

Beale Memorial Library
701 Truxtun Avenue
Bakersfield, CA 93301

Southwest Library
8301 Ming Avenue
Bakersfield, CA 93311

Baker Library
1400 Baker Street
Bakersfield, CA 93305

Eleanor Wilson Branch
1901 Wilson Road
Bakersfield, CA 93304

Holloway-Gonzales Branch
506 East Brundage Lane
Bakersfield, CA 93307

Northeast Branch
3725 Columbus Street
Bakersfield, CA 93306

Will Chandler
9100 Ming Avenue, #100
Bakersfield, CA 93311

Richard Harriman
1078 Via Verona Drive
Chico, CA 95973

Renee Nelson
12430 Backdrop Court
Bakersfield, CA 93306

Housing Element Update 2015 - 2023

CITY OF BAKERSFIELD

Baker Street Village

YOUR OPINION COUNTS!

What are the City's Housing Challenges & Needs?

What should be the City's Housing Priorities?

PLEASE FILL OUT OUR HOUSING SURVEY AT:

http://www.bakersfieldcity.us/housingelementupdate.html

What is a Housing Element?

The Housing Element is a state-mandated element of the City's General Plan that must identify and analyze existing and projected housing needs of our community. It is a comprehensive city-wide planning document that includes a statement of goals, policies, quantified objectives, financial resources and programs for the preservation, improvement and development of housing. This update is for the reporting period of 2015-2023.

Bakersfield's Housing Element has three primary sections:

Existing Conditions

An inventory of existing housing stock and resources, housing costs and affordability, assisted housing developments, special housing needs, maintenance of neighborhood quality, suitable lands, and discusses constraints, efforts and opportunities.

Housing Needs

A discussion of State issues and polices, regional housing policies, and examines Bakersfield's housing needs such as safety, discrimination, homelessness, and inadequate housing.

Housing Program

Identifies housing goals, policies and objectives and creates programs that will identify funding and schedules for implementation that will maintain, improve, and enhance opportunities for development of all types of housing needs.

For more information about the Housing Element Update contact:

Cecelia Griego, Associate Planner
Community Development Dept.
1715 Chester Avenue
Bakersfield, CA 93301
(661) 326-3733
cgriego@bakerfieldcity.us

Update Process:

- Public Outreach for Input on Housing
- Review Previous Housing Element
- Analyze Resources and Constraints
- Goals, Policies & Measurable Objectives
- Draft Housing Element Review
- Send to State HCD
- Adopt Housing Element
- Implementation

Regional Housing Needs Assessment (RHNA)

City of Bakersfield 2015-2023 RHNA by Income Category

Income Category	Max. Annual Income	Housing Units
Very Low	$25,850	9,706
Low	$41,360	5,800
Moderate	$62,040	6,453
Above Moderate	Above $62,040	14,331
	TOTAL	36,290

The RHNA is a housing goal set for the City by the Kern Council of Governments. The housing goal guides the City to zone enough land to potentially build new housing based on projected population and employment growth for residents of all income levels between 2015 and 2023.

Creek View Villas

Housing Element Actualización 2015 - 2023

CITY OF BAKERSFIELD

Baker Street Village

SU OPINIÓN CUENTA!

¿Cuáles son los retos y las necesidades de vivienda de la Ciudad?

¿Cuáles deberían ser las prioridades de Viviendas de la Ciudad?

POR FAVOR LLENE NUESTRO ENCUESTA DE VIVIENDA EN:

http://www.bakersfieldcity.us/housingelementupdate.html

¿Qué es un Housing Element?

El Housing Element es un elemento obligatorio del estado del Plan General de la Ciudad que se deben identificar y analizar las necesidades de vivienda existentes y proyectados de nuestra comunidad. Se trata de un documento de planificación de toda la ciudad completa que incluye una declaración de metas, políticas, objetivos cuantificados, recursos financieros y programas para la conservación, mejora y desarrollo de la vivienda. Esta actualización es para el período de referencia de 2015-2023.

Housing Element de Bakersfield tiene tres secciones principales:

Condiciones Actuales

Un inventario de las viviendas y de los recursos, los costos de vivienda y la asequibilidad, desarrollos de vivienda asistida, necesidades especiales de vivienda, el mantenimiento de la calidad del barrio, tierras aptas existente, y discute las limitaciones, los esfuerzos y oportunidades.

Necesidades de Vivienda

Una discusión de cuestiones y políticas del Estado, las políticas de vivienda regionales, y examina las necesidades de vivienda de Bakersfield como la seguridad, la discriminación, la falta de vivienda, y la vivienda inadecuada.

Programa de Vivienda

Identifica objetivos de vivienda, políticas y objetivos y crea programas que identificarán financiación y plazos de aplicación que mantener, mejorar y aumentar las oportunidades para el desarrollo de todo tipo de necesidades de vivienda.

Para obtener más información de contacto:

Cecelia Griego, Associate Planner
Community Development Dept.
1715 Chester Avenue
Bakersfield, CA 93301
(661) 326-3733
cgriego@bakerfieldcity.us

Proceso de Actualización:

- Difusión Pública De Entrada En Vivienda
- Revise Housing Element Anterior
- Analizar recursos y limitaciones
- Objetivos, políticas y objetivos mensurables
- Proyecto de Housing Element Comentario
- Enviar a estado HCD
- Adoptar Housing Elemnt
- Implementación

Creek View Villas

Regional Housing Needs Assessment (RHNA)

City of Bakersfield 2015-2023
RHNA por Categoría de Ingresos

Categoría de Ingresos	Ingreso Máximo Anual	Unidades de Vivienda
Muy Baja	$25,850	9,706
Bajo	$41,360	5,800
Moderado	$62,040	6,453
Por Encima de Moderado	$62,040	14,331
	TOTAL	36,290

El RHNA es una meta de vivienda establecido para la Ciudad por el Consejo de Gobiernos de Kern. La meta de vivienda guía la Ciudad de zona de tierra suficiente para construir potencialmente nuevas viviendas basada en la población y el empleo el crecimiento proyectado para los residentes de todos los niveles de ingreso entre 2015 y 2023.

BAKERSFIELD
Community Development Department

HOUSING ISSUES AND NEEDS SURVEY

PLEASE FILL IN FORM AND EMAIL TO: cgriego@bakersfieldcity.us

How long have you lived in Bakersfield?
- ☐ Less than 1 year
- ☐ 1-5 years
- ☐ 6-10 years
- ☐ 11-20 years
- ☐ 21+ years

What is the primary language you speak at home?
- ☐ English
- ☐ Spanish
- ☐ Other (please specify):
  Click here to enter text.

How old are you?
- ☐ 18-24
- ☐ 25-54
- ☐ 55-62
- ☐ 62+

What is your annual household income?
- ☐ Below $30,000
- ☐ $30,000-$45,000
- ☐ $45,000-$57,000
- ☐ $57,000-$68,000
- ☐ $68,000-$100,000
- ☐ $100,000+

How would you rate the physical condition of the unit you live in?
- ☐ Excellent condition
- ☐ Minor deferred maintenance (peeling paint, chipping stucco, etc.)
- ☐ Needs one or more modest improvements (new roof, new siding, etc.)
- Needs one or more major upgrades (new foundation, plumbing, electrical, etc.)
- ☐ Other (please specify):
  Click here to enter text.

What best describes your housing situation?
- ☐ I own my own residence
- ☐ I rent my residence
- ☐ Other (please explain):
  Click here to enter text.

Select five reasons you chose to live in Bakersfield:
- ☐ Quality of local school system
- ☐ Quality of home
- ☐ Quality/ambiance of neighborhood
- ☐ Safety of neighborhood
- ☐ City services and programs
- ☐ Proximity to family
- ☐ Proximity to shopping and services
- ☐ Proximity to medical care
- ☐ Proximity to open space / recreation
- ☐ Proximity to job(s)
- ☐ Cleanliness of streets and surroundings

What types of housing are most needed to address Bakersfield' housing needs? (select all that apply)
- ☐ Single-family houses
- ☐ Condominiums/Townhouses
- ☐ Apartments
- ☐ Secondary Units or "Granny Flats"
- ☐ Senior Housing
- ☐ Housing for Persons with Disabilities
- ☐ Other (please specify):
  Click here to enter text.

What should be the City's housing priorities?
- ☐ Maintain the quality of the existing housing stock.
- ☐ Provide opportunities for new construction.
- ☐ Encourage housing to address the needs of all socioeconomic groups in the community.
- ☐ Promote equal access to housing for all.
- ☐ Provide affordable rental housing.
- ☐ Develop programs to help seniors age in place.
- ☐ Offer incentives for residential rehabilitation.
- ☐ Other (please explain):
  Click here to enter text.

What are the housing challenges in Bakersfield?
Click here to enter text.

What are the opportunities to improve housing in the City?
Click here to enter text.

BAKERSFIELD
Community Development Department

CUESTIONES DE VIVIENDA Y NECESIDADES ENCUESTA

POR FAVOR LLENAR LA FORMA Y REGRESAR POR CORREO ELECTRÓNICO: cgriego@bakersfieldcity.us

¿Cuánto tiempo ha vivido en Bakersfield?

- ☐ Menos de 1 año
- ☐ 1-5 años
- ☐ 6-10 años
- ☐ 11-20 años
- ☐ 21+ años

¿Cuál es el idioma principal que se habla en su casa?

- ☐ Inglés
- ☐ Español
- ☐ Otros (especificar):

_____

¿Cuántos años tienes?

- ☐ 18-24
- ☐ 25-54
- ☐ 55-62
- ☐ 62+

¿Cuál es su ingreso anual del hogar?

- ☐ abajo $30,000
- ☐ $30,000-$45,000
- ☐ $45,000-$57,000
- ☐ $57,000-$68,000
- ☐ $68,000-$100,000
- ☐ $100,000+

¿Describir las condiciones físicas de la unidad en que vives?

- ☐ Excelente estado
- ☐ Mantenimiento diferido Menor (pintura descascarada, chipping estuco, etc.)
- ☐ Necesita uno o más modestas mejoras (techo nuevo, nuevo revestimiento, etc.)
- ☐ Necesita una o más actualizaciones importantes (nueva fundación, plomería, electricidad, etc.)
- ☐ Otros (especificar):

_____

¿Qual descripcíon describe su situación de vivienda?

- ☐ Soy dueño de mi propia residencia
- ☐ Alquilo mi residencia
- ☐ Otros (explicar):

_____

Seleccionar cinco razones por las que eligió vivir en Bakersfield:

- ☐ Calidad del sistema escolar local
- ☐ Calidad de la casa
- ☐ Calidad / ambiente de barrio
- ☐ Seguridad de barrio
- ☐ Servicios y programas de la Ciudad
- ☐ La proximidad a la familia
- ☐ Proximity to shopping and services
- ☐ La proximidad a la atención médica
- ☐ La proximidad a los espacios abiertos / recreación
- ☐ La proximidad al trabajo(s)
- ☐ Limpieza de calles y alrededores

¿Qué tipos de vivienda es más necesaria para al frentar a las necesidades de vivienda Bakersfield?

- ☐ Viviendas unifamiliares
- ☐ Condominios / Adosados
- ☐ Apartamentos
- ☐ Unidades secundarias o "Granny Pisos"
- ☐ Vivienda Principal
- ☐ Vivienda para Personas con Discapacidad
- ☐ Otros (especificar):

_____

¿Cuáles deberían ser las prioridades de vivienda de la Ciudad?

- ☐ Mantener la calidad de las viviendas existentes.
- ☐ Proporcionar oportunidades para la nueva construcción.
- ☐ Anime a la vivienda para hacer frente a las necesidades de todos los grupos socioeconómicos en la comunidad.
- ☐ Promover la igualdad de acceso a la vivienda para todos.
- ☐ Proporcionar viviendas de alquiler asequible.
- ☐ Desarrollar programas para ayudar a las personas mayores de edad en su lugar.
- ☐ Ofrecer incentivos para la rehabilitación residencial.
- ☐ Otros (explicar):

_____

¿Cuáles son los retos de la vivienda en Bakersfield?

¿Cuáles son las oportunidades para mejorar la vivienda en la Ciudad?

COMMUNTY EVENT PHOTOS

PUBLIC COMMENTS SUMMARY

March 24, 2015 Public Workshop

The made a short presentation about the purpose of the Housing Element and then received public comments and questions on the following issues:

- Developer incentives to construct low income housing
- How is the Housing Element consistent with the General Plan
- Housing close to food markets and other services
- More housing rehabilitation
- Low income housing for disabled persons
- Homelessness

May 21, 2015 Community Event

At table was set up at a community event, where surveys were made available as well as information about the Housing Element and process. A feedback board was displayed where people could place notes on the types of housing issues and concerns they have and what they think the City of Bakersfield can do to help address them.

The comments, concerns and issues that were brought up or placed on board include:

- Need more housing options and types
- Lower rent and housing costs
- Strict lending rules & discrimination
- Low income thresholds are too strict
- Low income housing for singles
- More shelter for homeless persons
- More senior housing
- More housing for disabled
- More mixed use close to transportation
- Supportive/transitional housing for persons with criminal records
- Home rehabilitation assistance
- Better access to transit
- Redevelopment/urban renewal
- More housing options and types

June 4, 2015 Public Workshop

The made a short presentation about the purpose of the Housing Element and then received public comments and questions on the following issues:

- Need to reach out to real estate, builders and other housing professionals
- What are the impacts of development fees on affordable housing
- Access to transportation
- We need higher density and more sustainable development
- More outreach efforts on housing programs
- Address affordability impacts from government constraints
- Impacts from bad market conditions and job loss

www.Bakersfieldcity.us

PLANNING COMMISSION
AGENDA
Meeting of November 5, 2015

Council Chambers, City Hall South, 1501 Truxtun Avenue
Regular Meeting - 5:30 p.m.

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1. ROLL CALL

BARBARA LOMAS, VICE-CHAIR
RICHARD SCHWARTZ
DAVID STRONG
JEFFREY TKAC
PATRICK WADE
BRYAN WILLIAMS

2. PLEDGE OF ALLEGIANCE

3. PRESENTATION TO DUSTIN S. DODGIN FOR HIS SERVICE ON THE PLANNING COMMISSION

4. PUBLIC STATEMENTS

5. CONSENT CALENDAR NON-PUBLIC HEARING

a. Approval of minutes for the meeting of October 15, 2015.

6. CONSENT CALENDAR PUBLIC HEARINGS

(Ward 7) a. **General Plan Amendment and Zone Change 13-0417 SR-99/Hosking Commercial Center Project EIR** Dmohowski Consulting Services, representing 4J's & R, LLC (property owner), is proposing a General Plan Amendment and Zone Change to develop a large commercial shopping center on an 86-acre site located in southeast Bakersfield east of State Route 99, north of Hosking Avenue, south of Berkshire Road, and west of South H Street. Specifically, the request includes: (1) amendment of the Land Use Element of the *Metropolitan Bakersfield General Plan* land use designations from LR (Low Density Residential), LMR (Low Medium Density Residential) and HMR (High Medium Density Residential) to GC (General Commercial) or more restrictive designations; (2) a change in zone classification from R-1 (One Family Dwelling) and C-2 (Regional Commercial) to C-2/PCD (Regional Commercial/ Planned Commercial Development) or more restrictive districts; and 3) amendment of the Circulation Element of the *Metropolitan Bakersfield General Plan* to delete the southerly extension of Colony Street from Berkshire Road to South H Street. The proposal is to develop approximately 800,000 square feet of leasable retail space, 240 room hotel, 4,472 surface parking spaces along with internal drives, and landscaping on the project site. A proposed Environmental Impact Report will also be considered for the project. **Continued from October 15, 2015.**

(Staff recommends approval)

(Ward 5) b. **Vesting Tentative Parcel Map 12169** Diversified Project Services International, Inc., representing Roll Real Estate Development, LLC (property owner), is proposing to subdivide 3 existing parcels for commercial condominium purposes encompassing 9.93 acres in a M-2 (General Manufacturing) zone, located at the southwest corner of Harris Road and Young Street. A finding that the project is exempt from the California Environmental Quality Act will also be considered.

(Staff recommends approval)

(Ward 5) c. **Revised Comprehensive Sign Plan 15-0426** Vital Signs of Bakersfield is proposing a Revised Comprehensive Sign Plan for the Mercy Hospital Southwest campus to permit a wall sign with a maximum height of 40 feet where the maximum permissible height is 30 feet (17.60.060.B.4.b) on an existing medical office building in a C-2 (Regional Commercial Zone) district located at 300 Old River Road. A finding that the project is exempt from the California Environmental Quality Act will also be considered.

(Staff recommends approval)

7. PUBLIC HEARINGS

(Ward 3) a. **Administrative Review No. 15-0309** McIntosh & Associates representing Castle & Cooke California, Inc. (property owner), is requesting an Administrative Review of a proposal to amend a portion of Wall and Landscape Master Concept Plan No. 14-0327 to replace one single-pole clock with a 29.5-foot-high clock tower within one roundabout, within the West Ming Specific Plan - Village A, also known as Highgate Seven Oaks development; located south along Ming Avenue, west of South Allen Road. A finding that the project is exempt from the California Environmental Quality Act will also be considered.

(Staff recommends approval)

(Ward 3) b. **Planned Unit Development Administrative Review 15-0226** Warren Pechin, representing Promotora Jardenes Del Edon Corta, (property owner) of 52 lots of the 181 lot project area), has requested a Planned Unit Development Administrative Review to revise the Planned Unit Development #05-0502 commonly known as Juliann's Garden, generally located on the east side of City Hills Drive and south Garden Park Drive to add floorplans and elevations for single family residential development. A finding that the project is exempt from the California Environmental Quality Act will also be considered. **Continued from September 17, 2015 and re-noticed for November 5, 2015.**

(Staff recommends approval)

(All Wards) c. **2015 - 2023 Housing Element Update** The City of Bakersfield is proposing a General Plan Amendment updating the Housing Element of the Metropolitan Bakersfield General Plan. The Housing Element is a state-mandated element of the City's General Plan that must identify and analyze existing and projected housing needs of our community. It is a comprehensive city-wide planning document that includes a statement of goals, policies, quantified objectives, financial resources and programs for the preservation, improvement and development of housing. A proposed Negative Declaration will also be considered for the project. **Continued from October 15, 2015.**

(Staff recommends approval.)

8. COMMUNICATIONS

9. COMMISSION COMMENTS

10. ADJOURNMENT

Respectfully submitted,

Jacquelyn Kitchen

Jacquelyn R. Kitchen,
Planning Director

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PLANNING COMMISSION MINUTES

Meeting of November 5, 2015 - 5:30 p.m.
Council Chambers, City Hall, 1501 Truxtun Avenue

		ACTION TAKEN
1.	**ROLL CALL**	
	Present: Schwartz, Strong, Tkac, Williams, Wade	
	Absent: Vice-Chair Lomas	
	City Attorney Andrew Heglund opened the meeting and stated the Vice-Chair is absent, and the Chair seat is vacant. Mr. Heglund requested the Planning Commissioners submit a nomination and vote for Chair Pro Tem.	**APPROVED** **LOMAS ABSENT**
	Motion by Commissioner Schwartz to nominate Commissioner Williams as Chair Pro Tem for November 5, 2015, seconded by Commissioner Strong.	
2.	**PLEDGE OF ALLEGIANCE**	
3.	**PRESENTATION TO DUSTIN S. DODGIN FOR HIS SERVICE ON THE PLANNING COMMISSION**	
	Planning Director Jacquelyn Kitchen presented Dustin S. Dodgin with a certificate of appreciation for his service on the Planning Commission.	
	Mr. Dodgin thanked city staff and the Commission.	
4.	**PUBLIC STATEMENTS**	
	None	
5.	**CONSENT CALENDAR NON-PUBLIC HEARING**	
	a. Approval of minutes for the regular Planning Commission meeting of October 15, 2015	
	Motion by Commissioner Tkac, seconded by Commissioner Schwartz to approve Consent Calendar Non-Public Hearing Item 5.a.	**APPROVED** **LOMAS ABSENT**

ACTION TAKEN

6. CONSENT CALENDAR PUBLIC HEARINGS

(Ward 7) a. **General Plan Amendment and Zone Change 13-0417 SR-99/Hosking Commercial Center Project EIR** Dmohowski Consulting Services, representing 4J's & R, LLC (property owner), is proposing a General Plan Amendment and Zone Change to develop a large commercial shopping center on an 86-acre site located in southeast Bakersfield east of State Route 99, north of Hosking Avenue, south of Berkshire Road, and west of South H Street. Specifically, the request includes: (1) amendment of the Land Use Element of the *Metropolitan Bakersfield General Plan* land use designations from LR (Low Density Residential), LMR (Low Medium Density Residential) and HMR (High Medium Density Residential) to GC (General Commercial) or more restrictive designations; (2) a change in zone classification from R-1 (One Family Dwelling) and C-2 (Regional Commercial) to C-2/PCD (Regional Commercial/ Planned Commercial Development) or more restrictive districts; and 3) amendment of the Circulation Element of the *Metropolitan Bakersfield General Plan* to delete the southerly extension of Colony Street from Berkshire Road to South H Street. The proposal is to develop approximately 800,000 square feet of leasable retail space, 240 room hotel, 4,472 surface parking spaces along with internal drives, and landscaping on the project site. A proposed Environmental Impact Report will also be considered for the project. Continued from October 15, 2015

RES NO. 46-15
RES NO. 47-15
RES NO. 48-15

(Ward 5) b. **Vesting Tentative Parcel Map 12169** Diversified Project Services International, Inc., representing Roll Real Estate Development, LLC (property owner), is proposing to subdivide 3 existing parcels for commercial condominium purposes encompassing 9.93 acres in a M-2 (General Manufacturing) zone, located at the southwest corner of Harris road and Young Street. A finding that the project is exempt from the California Environmental Quality Act will also be considered.

RES NO. 49-15

(Ward 5) c. **Revised Comprehensive Sign Plan 15-0426** Vital Signs of Bakersfield is proposing a Revised Comprehensive Sign Plan for the Mercy Hospital Southwest campus to permit a wall sign with a maximum height of 40 feet where the maximum permissible height is 30 feet (17.60.060.B.4.b) on an existing medical office building in a C-2 (Regional Commercial Zone) district located at 300 Old River Road. A finding that the project is exempt from the California Environmental Quality Act will also be considered.

RES NO. 50-15

		ACTION TAKEN
	Public hearing was open and closed with no comment. Commissioner Tkac recused from Agenda Item 6.a.	
	Motion by Commissioner Schwartz, seconded by Commissioner Strong to approve Items 6.a through 6.c. incorporating memorandums.	**APPROVED TKAC RECUSED on 6.a** **LOMAS ABSENT**
7.	**PUBLIC HEARING**	
(Ward 3)	a. **Administrative Review No. 15-0309** McIntosh & Associates representing Castle and Cooke California, Inc. (property owner), is requesting an Administrative Review of a proposal to amend a portion of Wall and Landscape Master Concept Plan No. 14-0327 to replace one single-pole clock with a 29.5-foot-high clock tower within one roundabout, within the West Ming Specific Plan – Village A, also known as Highgate Seven Oaks development; located south along Ming Avenue, west of Allen Road. A finding that the project is exempt from the California Environmental Quality Act will also be considered.	
	Staff report given. Public hearing open. Two people spoke in favor; no one spoke in opposition of project. Public hearing closed. Commission deliberated.	
	Motion by Commissioner Schwartz, seconded by Commissioner Wade to approve 7.a. incorporating memorandum.	**RES NO 51-15 APPROVED TKAC - NO** **LOMAS ABSENT**
(Ward 3)	b. **Planned Unit Development Administrative Review No. 15-0226** Warren Pechin, representing Promotora Jardenes Del Edon Corta, (property owner) of 52 lots of the 181 lot project area), has requested a Planned Unit Development Administrative Review to revise the Planned Unit Development #05-0502 commonly known as Julianna's Garden, generally located on the east side of City Hills Drive and south Garden Park Drive to add floorplans and elevations for single family residential development. A finding that the project is exempt from the California Environmental Quality Act will also be considered.	

ACTION TAKEN

Staff report given. Public hearing open. Four people spoke in favor; no one spoke in opposition of project. Public hearing closed. Commission deliberated.

Motion by Commissioner Strong, seconded by Commissioner Schwartz to approve Item 7.b. incorporating memorandum.

RES NO.52-15 APPROVED

LOMAS ABSENT

(All Wards)

c. **2015 -2023 Housing Element Update** The City of Bakersfield is proposing an update of the Housing Element of the Metropolitan Bakersfield General Plan. The Housing Element is a state-mandated element of the City's General Plan that must identify and analyze existing and projected housing needs of our community. It is a comprehensive city-wide planning document that includes a statement of goals, policies, quantified objectives, financial resources and programs for the preservation, improvement and development of housing. A proposed Negative Declaration will also be considered for the project. Continued from October 15, 2015

Staff report given. Public hearing open. No one spoke in favor or opposition of project. Public hearing closed. Commission deliberated.

Motion by Commissioner Schwartz, seconded by Commissioner Strong to approve Item 7.c.

RES NO. 53-15 APPROVED

LOMAS ABSENT

8. **COMMUNICATIONS**

None

9. **COMMISSION COMMENTS**

Commissioner Strong recognized students for Bakersfield College and Cal State Bakersfield. He asked them to introduce themselves which they did.

10. **ADJOURNMENT**

There being no further business, Chair Pro Tem Williams adjourned the meeting at 7:00 p.m.

Dana Cornelius
Recording Secretary

Jacquelyn R. Kitchen
Planning Director

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RESOLUTION NO. 53-15

RESOLUTION OF THE BAKERSFIELD PLANNING COMMISSION RECOMMENDING THAT THE CITY COUNCIL ADOPT A NEGATIVE DECLARATION FOR AN AMENDMENT TO THE HOUSING ELEMENT LOCATED IN THE CITY OF BAKERSFIELD.

WHEREAS, the City of Bakersfield Community Development Department is requesting an amendment to the Housing Element of the *Metropolitan Bakersfield General Plan* for the updated 2015-2023 planning period (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 was prepared in accordance with the California Environmental Quality Act (CEQA); and

WHEREAS, the Secretary of the Planning Commission set Thursday, November 5, 2015 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 as required by Government Code Section 65353, 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 Community Development 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 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 community organizations and published in the *Bakersfield Californian*, a local newspaper of general circulation, 30 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 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 Negative Declaration is hereby recommended for adoption by the City Council.

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the Planning Commission of the City of Bakersfield at a regular meeting thereof held on November 5, 2015 on a motion by Commissioner Schwartz and seconded by Commissioner Strong, by the following vote:

AYES: Commissioner Schwartz, Strong, Tkac, Wade, Williams

NOES: None

ABSENT: Vice-Chair Lomas

APPROVED

Bryan Williams

BRYAN WILLIAMS, CHAIR PRO TEM
City of Bakersfield Planning Commission

By: CG\ S:\Housing Element 2015 Update\GPA Action_Neg Dec\RES PC ENV Resolution Housing Element.docx

RESOLUTION NO. 54-15

RESOLUTION OF THE BAKERSFIELD PLANNING COMMISSION RECOMMENDING THAT THE CITY COUNCIL APPROVE AN AMENDMENT TO THE HOUSING ELEMENT OF THE METROPOLITAN BAKERSFIELD GENERAL PLAN AND DIRECTING THE PLANNING DIRECTOR TO TRANSMIT THE UPDATED HOUSING ELEMENT TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT.

WHEREAS, the City of Bakersfield Community Development Department is requesting an amendment to the Housing Element of the Metropolitan Bakersfield General Plan for the updated 2015-2023 planning period (the "Project"); and

WHEREAS, the purpose of the Project is for the City to identify and analyze existing and projected housing needs of the community and encourage the provision of affordable and decent housing to meet State-wide goals; and

WHEREAS, adoption of a Negative Declaration for the Project has been recommended; and

WHEREAS, the Secretary of the Planning Commission set Thursday, November 5, 2015 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 as required by Government Code Section 65353, 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, initial study, 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 community organizations and published in the Bakersfield Californian, a local newspaper of general circulation, 30 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. The public necessity, general welfare, and good planning practices justify the Project.

4. The Project is compatible with the land use designations and is internally 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.

2. The Project is hereby recommended for approval by the City Council.

3. Transmit the adopted 2015-2023 Housing Element to the California Department of Housing and Community Development.

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the Planning Commission of the City of Bakersfield at a regular meeting thereof held on November 5, 2015 on a motion by Commissioner Schwartz and seconded by Commissioner Strong, by the following vote.

AYES: Commissioner Schwartz, Strong, Tkac, Wade, Williams

NOES: None

ABSENT: Vice-Chair Lomas

APPROVED

Bryan Williams

BRYAN WILLIAMS, CHAIR PRO TEM
City of Bakersfield Planning Commission

By: CG \ S:\Housing Element 2015 Update\GPA Action_Neg Dec\RES PC GPA Resolution Housing Element.docx

BAKERSFIELD CITY COUNCIL
AGENDA
MEETING OF JANUARY 20, 2016

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

REGULAR MEETING - 5:15 PM

1. ROLL CALL

2. INVOCATION

3. PLEDGE OF ALLEGIANCE by Taylor Calley, 5th grade student at Highland Elementary School.

4. PRESENTATIONS

5. PUBLIC STATEMENTS

6. WORKSHOPS

a. Mid Year Budget Update:

1. Mid Year Budget Presentation
2. Mid Year Budget Adjustments - Exhibit "A"

Staff recommends approval of the adjustments to the budget outlined within Exhibit "A"

7. APPOINTMENTS

8. CONSENT CALENDAR

Staff recommends adoption of Consent Calendar items.

Minutes:

a. Approval of minutes of the January 6, 2016, Special and Regular City Council Meetings.

Payments:

b. Receive and file department payments from December 18, 2015 to January 7, 2016 in the amount of $22,392,363.01 Self Insurance payments, from December 18, 2015 to January 7, 2016 in the amount of $155,184.56, totaling $22,547,547.57.

Ordinances:

Resolutions:

c. Resolution affirming the City's position on medical marijuana.

Agreements:

d. Memorandum of Understanding between the City of Bakersfield and Kern Delta Water District.

Ward(s) 2, 3

e. License Agreement with Kern County Water Agency (KCWA) for the Centennial Corridor Crossing of the Cross Valley Canal. (TRIP)

f. Reimbursement Agreement with North Kern Water Storage District (not to exceed $54,410) for City's pro-rata share of costs to participate in Kern River Weather Modification Program for the 2015/16 season.

Ward 3

g. Final Map, Improvement Agreement, and Landscape Agreement with Lennar Homes of California Inc. for Tract 6419 Phase 2 located at Etchart Road and Calloway Drive.

Ward 5

h. Final Map and Improvement Agreement with Sierra Oaks Partners, LLC, for Tract 7245 located on Campus Park Drive west of Buena Vista Blvd.

i. Amendment No. 6 to Agreement No. 03-310 for employment of Virginia Gennaro as City Attorney for the City of Bakersfield.

Ward 5

j. Amendment No. 1 to Agreement No. 15-269 (no change in purchase price) for the Purchase of Real Property for a Future Park Site.

Ward 2

k. Truxtun Avenue Widening Project (TRIP):

1. Amendment No. 1 to Agreement No. 15-069 with Dokken Engineering ($89,718.21; revised not to exceed $296,718.21; 100% Utility/Surcharge Fund Balance) for additional design services for the Truxtun Avenue Widening Project.
2. Appropriate $89,718.21 Utility/Surcharge Fund Balance to the TRIP Public Works Capital Improvement Budget.

l. Contract Change Order No. 1 to Agreement No. 15-129 with SJE Rhombus ($116,021; revised not to exceed $1,100,166) for the Supervisory Control and Data Acquisition (SCADA) System Upgrade Project.

Ward 7

m. Contract Change Orders Nos. 27, 32, 33, 35 and 36 to Agreement No. 14-202 with Granite Construction Company ($138,986.10; revised not to exceed $21,473,165.10; change orders funded with Traffic Development Funds (TDF)) for the construction of the Hosking Avenue Interchange Project. (TRIP)

Ward(s) 1, 2, 6, 7

n. Contract Change Order Nos. 7, 13, and 15 to Agreement No. 14-241 with Security Paving Company ($200,000.00; revised not to exceed $83,318,943.04; Change Orders funded with Federal Earmark Funds {80%} and Capital Outlay Utility/Roads Funds {20%}) for the Beltway Operational Improvements (BOI) Project (TRIP)

Ward(s) 3, 4

o. Contract Change Order's No. 18, 19, 21, 22, 23 and 24 to Agreement No. 15-009 with Teichert Construction ($4,237.83 increase; revised not to exceed $16,089,901.97; Change Orders funded with Federal Earmark Funds {88.53%} and Transportation Development Funds {11.47%}) for the Rosedale Highway Widening Project.

Property Acquisition Agreements - TRIP:

Ward 2

p. Agreement with Dustin Randy ($258,300) to purchase real property located at 2401 Cedar Street for the 24th Street Widening Project.

Bids:

Ward 1

q. Accept bid and approve contract with Cen-Cal Construction ($378,894.00) for Street Improvements: North of Brundage Lane and West of Union Avenue Phases 3 and 4.

Ward(s) 5, 6, 7

r. Accept base bid and additive alternate Nos. 1 and 2, and approve contract to Crosstown Electrical & Data, Inc. ($375,800.00) for the Traffic Signal Synchronization – Part 5 project.

Miscellaneous:

s. Review and acceptance of the Fiscal Year 2014-2015 Annual Compliance Report for Park Impact Fees prepared in accordance with California Government Code §66006.

t. Audit Reports to be Referred to Budget and Finance Committee:

1. Comprehensive Annual Financial Report (CAFR) for the fiscal year ended June 30, 2015.
2. Agreed Upon Conditions Report for the fiscal year ended June 30, 2015.
3. Independent Auditors Report – Compliance with Contractual Requirements relative to the Bakersfield Subregional Wastewater Management Plan for the year ended June 30, 2015.
4. Independent Auditors Report on Appropriations Limit Worksheet (GANN Limit) of the City of Bakersfield for the fiscal year ended June 30, 2015.

Successor Agency Business:

u. Receive and file Successor Agency payments from December 18, 2015 to January 7, 2016, in the amount of $1,200,000.00.

9. CONSENT CALENDAR PUBLIC HEARINGS

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

Ward 7

a. Public Hearing to consider General Plan Amendment/Zone Change 15-0392; McIntosh & Associates, representing Marshall E. Helm Corporation, the property owner, has applied for a general plan amendment and zone change on 13 acres located on the south side of Panama Lane, generally between State Route 99 and Wible Road.

1. Resolution adopting a Negative Declaration with Mitigation Measures.
2. Resolution approving the general plan amendment to change the land use designation from LR (Low Density Residential) to GC (General Commercial) on 13 acres, subject to conditions of approval.
3. First reading of an ordinance amending the Official Zoning Map in Title 17 of the Bakersfield Municipal Code by changing the zone district from R-1 (One Family Dwelling) to C-2 (Regional Commercial) on 13 acres.

b. General Plan Amendment
Housing Element Update of the Metropolitan Bakersfield General Plan: ***(continued from the 12/09/15 and 01/06/16 meetings)***

1. Resolution adopting a Negative Declaration.
2. Resolution approving the General Plan Amendment to update the City of Bakersfield's Housing Element for the 2015 -2023 planning period.

c. General Plan Amendments
Text Amendments to the Conservation, Safety and Land Use Elements of the Metropolitan Bakersfield General Plan: ***(continued from the 12/09/15 and 01/06/16 meetings)***

1. Resolution approving the General Plan Amendment to the text of the Conservation Element per AB 162.
2. Resolution approving the General Plan Amendment to the text of the Safety Element per SB 1241.
3. Resolution approving the General Plan Amendment to the text of the Land Use Element per SB 244.

10. HEARINGS

Ward 7

a. Public Hearing to consider General Plan Amendment/Zone Change No. 13-0417; Dmohowski Consulting Services,

representing 4J's & R, LLC, the property owner, has applied for a general plan amendment and zone change on 86.2 acres located at the northwest corner of South H Street and Hosking Avenue, with State Highway 99 to the west and Berkshire Road to the north. ***(continued from the 12/09/15 and 01/06/16 meetings)***

1. Resolution certifying the Environmental Impact Report; adopting Section 15091 Findings and Section 15093 Statement of Overriding Considerations; and adopting Mitigation Measure Monitoring Program.
2. Resolution approving the General Plan Amendment to change the land use designation from LR (Low Density Residential), LMR (Low Medium Density Residential) and HMR (High Medium Density Residential) to GC (General Commercial) on 86.2 acres; and change the Circulation Element Map to delete the southerly extension of Colony Street as a Collector segment from Berkshire Road to South H Street, subject to conditions of approval.
3. First reading of an ordinance amending the Official Zoning Map in Title 17 of the Bakersfield Municipal Code by changing the zone district from R-1 (One Family Dwelling) and C-2 (Regional Commercial) to C-2/PCD (Regional Commercial/Planned Commercial Development) on 86.2 acres.

Staff recommends adoption of resolutions and first reading of the ordinance.

Ward 7

b. Public Hearing to consider General Plan Amendment/Zone Change 15-0251; McIntosh & Associates, representing property owners Frank & Donna Delfino, has applied for a general plan amendment and zone change on 4.96 acres located at the northwest corner of Castro Lane and Kingsley Lane. An appeal to the Planning Commission's denial of the General Plan Amendment and Zone Change request.

1. Resolution denying the appeal and upholding the Planning Commission's denial of a general plan amendment changing the land use designation from LR (Low Density Residential) to LMR (Low Medium Density Residential) on 4.96 acres.
2. Resolution denying the appeal and upholding the Planning Commission's denial of an amendment to the Official Zoning Map in Title 17 of the Bakersfield Municipal Code by changing the zone district from R-S (Residential Suburban) to R-2 (Limited Multiple Family Dwelling) on 4.96 acres.

Staff recommends that City Council leave the public hearing open and continue the hearing to February 10, 2016, to allow time to prepare an option for consideration to retain the General Plan land use designation as "LR" (Low Density Residential) and change the

zone district from R-S (Residential Suburban) to "R-1-4.5" (One-Family Dwelling Zone - 4,500-square foot lot minimum).

Ward 5

c. Public Hearing to consider Resolution denying the appeal and upholding the Planning Commission's approval of Administrative Review No. 15-0309, to amend a portion of Wall and Landscape Master Concept Plan No. 14-0327 to replace one single-pole clock with a 29.5-foot-high clock tower within one roundabout, within the West Ming Specific Plan - Village A, also known as Highgate Seven Oaks development. Consideration of an appeal to amend Condition No. 1 of the Planning Commission's approval related to the size of the roundabout area to be owned and maintained by the Homeowners' Association.

Staff recommends denial of the appeal to amend Condition No. 1 of the Planning Commission's decision on the Administrative Review request, and recommends upholding the Planning Commission's approval of Administrative Review No. 15-0309, as conditioned. Specifically it is recommended that Condition No. 1 be mainatined as requiring the center island of the roundabout be owned and maintained by the Homeowners' Association with a radius of 41 feet.

11. REPORTS

12. DEFERRED BUSINESS

13. NEW BUSINESS

14. COUNCIL AND MAYOR STATEMENTS

15. ADJOURNMENT

RESOLUTION NO. 016-16

RESOLUTION OF THE BAKERSFIELD CITY COUNCIL ADOPTING A NEGATIVE DECLARATION FOR AN AMENDMENT TO THE HOUSING ELEMENT OF THE METROPOLITAN BAKERSFIELD GENERAL PLAN LOCATED IN THE CITY OF BAKERSFIELD.

WHEREAS, the City of Bakersfield Community Development Department is requesting an amendment to the Housing Element of the *Metropolitan Bakersfield General Plan* for the updated 2015-2023 planning period (the "Project"); and

WHEREAS, the Planning Commission recommended adoption of a Negative Declaration for the Project; and

WHEREAS, the Clerk of the City Council set Wednesday, December 9, 2015 at 5:15 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 City Council to consider the proposed Negative Declaration as required by Government Code Section 65353, and notice of the public hearing was given in the manner provided in Title 17 of the Bakersfield Municipal Code; and

WHEREAS, the public hearing was continued to the City Council meeting set Wednesday, January 20, 2016 at 5:15 p.m. in the Council Chambers of City Hall; and

WHEREAS, during the hearing, the City Council considered all facts, testimony, and evidence concerning the staff report, 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 are incorporated herein.

2. The Planning Commission's findings as contained in its Resolution No. 53-15 are hereby adopted.

3. The Negative Declaration is hereby adopted by the City Council.

CITY OF BAKERSFIELD ORIGINAL

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the Council of the City of Bakersfield at a regular meeting held on JAN 2 0 2016, by the following vote:

AYES:	COUNCILMEMBER:	RIVERA, MAXWELL, WEIR, SMITH, HANSON, SULLIVAN, PARLIER
NOES:	COUNCILMEMBER:	None
ABSTAIN:	COUNCILMEMBER:	None
ABSENT:	COUNCILMEMBER:	None

ROBERTA GAFFORD, CMC
CITY CLERK and Ex Officio Clerk of the Council of the City of Bakersfield

APPROVED JAN 2 0 2016

HARVEY L. HALL
MAYOR of the City of Bakersfield

APPROVED as to form:
VIRGINIA GENNARO
City Attorney

By: _____
ANDREW HEGLUND
Deputy City Attorney

By: CG\ S:\Housing Element 2015 Update\GPA Action_Neg Dec\RES CC ENV Resolution Housing Element.docx

CITY OF BAKERSFIELD ORIGINAL

RESOLUTION NO. 017-16

RESOLUTION OF THE BAKERSFIELD CITY COUNCIL APPROVING AN AMENDMENT TO THE HOUSING ELEMENT OF THE METROPOLITAN BAKERSFIELD GENERAL PLAN AND DIRECTING THE PLANNING DIRECTOR TO TRANSMIT THE UPDATED HOUSING ELEMENT TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT.

WHEREAS, the City of Bakersfield Community Development Department is requesting an amendment to the Housing Element of the *Metropolitan Bakersfield General Plan* for the updated 2015-2023 planning period (the "Project"); and

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

WHEREAS, the Planning Commission held a public hearing on Thursday, November 5, 2015, and approved Resolution No. 54-15, which recommended that the City Council approve the Project; and

WHEREAS, the Clerk of the City Council set Wednesday, December 9, 2015 at 5:15 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 City Council to consider the Project as required by Government Code Section 65353, and notice of the public hearing was given in the manner provided in Title 17 of the Bakersfield Municipal Code; and

WHEREAS, the public hearing was continued to the City Council meeting set Wednesday, January 20, 2016 at 5:15 p.m. in the Council Chambers of City Hall; and

WHEREAS, during the hearing, the City Council considered all facts, testimony, and evidence concerning the staff report, 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 are incorporated herein.

2. The Planning Commission's findings as contained in its Resolution No. 54-15 are hereby adopted.

3. The 2015-2023 Housing Element is hereby adopted by the City Council.

4. Transmit the adopted 2015-2023 Housing Element to the California Department of Housing and Community Development.

CITY OF BAKERSFIELD ORIGINAL

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the Council of the City of Bakersfield at a regular meeting held on JAN 2 0 2016, by the following vote:

AYES:	COUNCILMEMBER:	RIVERA, MAXWELL, WEIR, SMITH, HANSON, SULLIVAN, PARLIER
NOES:	COUNCILMEMBER:	None
ABSTAIN:	COUNCILMEMBER:	None
ABSENT:	COUNCILMEMBER:	None

ROBERTA GAFFORD, CMC
CITY CLERK and Ex Officio Clerk of the Council of the City of Bakersfield

APPROVED JAN 2 0 2016

HARVEY L. HALL
MAYOR of the City of Bakersfield

APPROVED as to form:
VIRGINIA GENNARO
City Attorney

By: _____
ANDREW HEGLUND
Deputy City Attorney

By: CG \ S:\Housing Element 2015 Update\GPA Action_Neg Dec\RES CC GPA Resolution Housing Element.docx

CITY OF BAKERSFIELD ORIGINAL

APPENDIX C: LIST OF ASSISTED HOUSING DEVELOPMENTS

Name	Address	Total Units
Within the Bakersfield City Limits		
Panorama Park	401 W. Columbus Street	66
Plaza Towers and Annex	3015 Wilson Rd.	200
The Village at Lakeside	1718 Panama Lane	136
Tegeler Hotel	1908 'H' Street	53
Park Place Apartments (Seniors)	2250 R Street	80
Residences at Old Town Kern	1006 Baker Street	50
South Mill Creek Apartments	1401 "S" Street	70
Village Park Senior Apartments	2300 'R' St.	60
Baker Street Village	1015 Baker Street	37
1420 Monterey	1420 Monterey Street	16
Adelante Vista	1104 South Robinson St.	142
Casa Loma Family Apartments	1525 Lotus Lane	113
Bakersfield Family Apartments	1629 Lotus Lane	80
Hillsdale	6050 Hill Dale Ct	4
King Square Family Apts.	1601 Lotus Lane	73
Pineview	4301 Fruitvale Avenue	110
South Real Gardens	2701 South Real Road	20
Summerfield Place	6300 Summerfield Drive	18
Sunny Lane Village	2601 Sunny Lane	40
The Residents at West Columbus	500 West Columbus St.	56
Bakersfield Family Apartments	710 Brundage Lane	78
California Avenue Senior Housing	1125 California Avenue	180
Canyon Hills Senior Housing	6701 Auburn Street	74
Coventry Place	3101 Coventry Dr.	88
Emerald Glen Apts.	1201 40th Street	240
Nina Place Apartments	1816 Lotus Lane	65
P Street Family Apartments	22 P St.	21
Santa Fe Apartments	701 Union Avenue	56
St. John's Senior Manor	900 East 4th Street	79
Sycamore Walks Apt	380 Pacheco Road	112
Village at East Hills	2701 Bernard Street	258
Willows	1200 38th Street	120
Auburn Heights	7000 Auburn Street	160
Madison Place	1885 Madison Street	56
Within Metropolitan Bakersfield Area (within unincorporated areas)		
Agua Terrace	1012 Water Street	22
Bakersfield Seniors	1655 E. California Ave.	49

Name	Address	Total Units
Camellia Gardens	1750 Cheatham Avenue	91
Camellia Terrace (seniors)	1119 Cottonwood Rd.	21
Camellia Village Apartments	1120 Cottonwood Rd.	86
Cottonwood Court Apartments	1741 Cheatham Avenue	86
Descanso Place	850 Descanso St.	54
Descanso Place Phase II	716 Descanso St.	33
Edison Village	2903 Pioneer Drive	81
Eucalyptus Village	6608 Guiness Way	124
Foothill Vista Apartments	600 Morning Drive	112
Govea Gardens	1054 Washington St.	150
Greenfield Homes	403 Boomerang Dr.	35
Harmony Court	5948 Victor Street	95
Kristine Apartments	2901 Virginia Avenue	60
Little Village	714 Smith St.	155
Lowell Place Senior Apts.	500 R Street	79
Meadows Apts.	2400 Goldenrod Street	134
Park Meadows	840 Park Meadows Avenue	140
Pioneer Village	600 Fairfax Rd.	85
Rio Vista	18 MacArthur Place	71
Springwood	5451 Norris Rd.	393
Summerhill Apartments	6200 Victor Street	128
Sundance	6000 White Lane	60
Woodlane	2018 Pacific Street	40

APPENDIX D: LIST OF NON-PROFITS

NAME	ADDRESS	CITY
34th St Neighborhood Partnership	3800 Jewett Avenue	Bakersfield
African American Network of Kern County	P.O. Box 1215	Bakersfield
Alliance Against Family Violence	1921 19th Street	Bakersfield
Alzheimer's Disease Association of Kern County	5500 Olive Drive Bldg. 1	Bakersfield
American Cancer Society	1831 Truxtun Ave Ste 150	Bakersfield
American Heart Association	404 Truxtun Avenue	Bakersfield
American Lung Association	4660 American Ave., #100	Bakersfield
American Red Cross Kern Chapter	5035 Gilmore Avenue	Bakersfield
Anne Sippe Clinic-Riverside Ranch	18200 Highway 178	Bakersfield
Arthritis Association	1800 Westwind Drive #500	Bakersfield
Assistance League of Bakersfield	P.O. Box 2286	Bakersfield
Golden Empire Association of Realtors	PO Box 9338	Bakersfield
Bakersfield City School District	1300 Baker Street	Bakersfield
Bakersfield Community House	2020 R Street	Bakersfield
Bakersfield Police Activities League	301 E 4th Street	Bakersfield
Bakersfield Post NO. 26	2020 H Street	Bakersfield
Bakersfield Pregnancy Center	1801 21st Street #1	Bakersfield
The Mission at Kern County	PO Box 2222	Bakersfield
Bakersfield Senior Center	530 4th Street	Bakersfield
BARC	2240 South Union Avenue	Bakersfield
Believers In Jesus Men's Ranch	600 Planz Road	Bakersfield
Bethany Services	1600 East Truxtun Avenue	Bakersfield
B-Glad Deaf Services	4949 Buckley Way, Suite 203	Bakersfield
Home Builders Association of Kern County	P.O. Box 21118	Bakersfield
Big Brothers/ Big Sisters	948 N. “H” Street, Suite 2	Tulare
Boy Scouts of America-So Sierra Council	2417 M Street	Bakersfield
Boys and Girls Club	PO Box 5J	Bakersfield
Canyon Hills Senior Housing Inc	6701 Auburn St	Bakersfield
CAP of Kern	300 19th Street	Bakersfield
CASA	2000 24th Street Ste 130	Bakersfield
Catholic Charities	825 Chester Ave.	Bakersfield
Center For The Blind	1721 Westwind Dr Ste B	Bakersfield
Chamber of Commerce	PO Box 1947	Bakersfield
Clinica Sierra Vista	1430 Truxtun Avenue #4	Bakersfield
Comm Action Against Drug & Alcoh	PO Box 60367	Bakersfield
Community Clean Sweep	PO BOX 2072	Bakersfield
Community Connection for Child Care	2000 24th Street Ste 100	Bakersfield
Community Relations	PO Box 9338	Bakersfield
Crews Home for Girls Inc	9711 Iroquois Lane	Bakersfield
CSUB-Dept of Social Work	9001 Stockdale Hwy	Bakersfield
Department of Human Resources	100 E California Avenue	Bakersfield
Developmental Services Support Fndn – Kern /Inyo/Mono	3200 N Sillect Avenue	Bakersfield
Disabled American Veterans	PO BOX 6175	Bakersfield
E. Bakersfield Comm. Health Ctr	815 Lakeview Avenue	Bakersfield

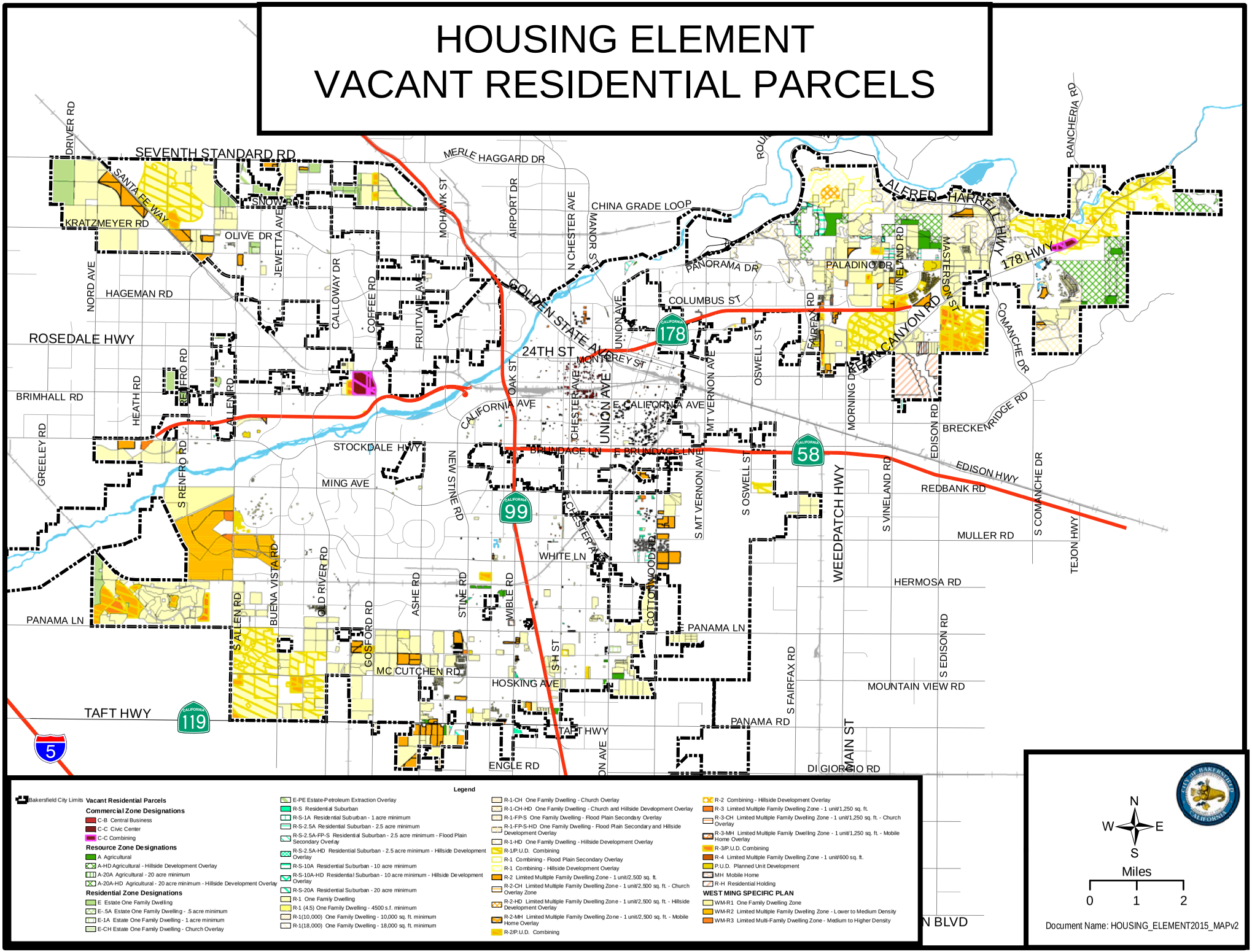
NAME	ADDRESS	CITY
East Bakersfield Senior Center Inc	2101 Ridge Road	Bakersfield
East Niles Senior Citizens Center	6601 E Niles Street	Bakersfield
Ebony Counseling Center	1301 California Avenue	Bakersfield
Elderlife	1111 Columbus Street	Bakersfield
Employer's Training Resource	2001 28th Street	Bakersfield
Family Health Clinic	1611 First Street	Bakersfield
Family To Family	900 22nd Street	Bakersfield
First Assembly	4901 California Avenue	Bakersfield
Friends Outside	3416 Sillect Avenue	Bakersfield
GBLA	615 California Avenue	Bakersfield
GEAHI	601 24th Street Ste B	Bakersfield
Girl Scouts of America-Joshua Tree Council	1831 Brundage Lane	Bakersfield
Golden Empire Gleaners	1326 30th Street	Bakersfield
Good Samaritan Hospital	901 Olive Drive	Bakersfield
Goodwill Industry	4901 Stine Road	Bakersfield
Greenfield Family Resource Center	5400 Monitor Street	Bakersfield
Greenfield Union School District	1624 Fairview Road	Bakersfield
H E A R T S Connection	3200 Sillect Avenue	Bakersfield
Habitat For Humanity	PO Box 3267	Bakersfield
Hall Ambulance Service	1001 21st Street	Bakersfield
Harvesters of Kern County Inc	202 Solecita Way	Bakersfield
Haven Counseling Center	730 Chester Avenue	Bakersfield
Helping Hands Project	1820 Westwind Drive	Bakersfield
Henrietta Weill Memorial Child Guidance Clinic	3628 Stockdale Hwy	Bakersfield
Here's Life Inner City	6021 Friant Drive	Bakersfield
Hispanic Faith Based Homeless Coalition	600 Planz Road	Bakersfield
Hoffmann Hospice of the Valley Inc	8501 Brimhall Rd. Bldg 100	Bakersfield
Housing Authority of Kern County	601 24th Street	Bakersfield
Independent Living Center	1631 30th Street	Bakersfield
Jason's Retreat	PO Box 3246	Bakersfield
Inland Empiree Job Corps	1727 19th Street	Bakersfield
Junior League of Bakersfield	PO Box 2920	Bakersfield
Kaiser Permanente	5055 California Avenue Ste 110	Bakersfield
Karpe Foundation	4000 Ming Avenue	Bakersfield
KC Dept of Mental Health	PO Box 1000	Bakersfield
KC Emerg Food & Shelter Program	217 El Tovar Court	Bakersfield
KC Hispanic Chamber	1401 19th Steet Ste 110	Bakersfield
KC Public Health Department	1800 Mt Vernon	Bakersfield
KC Superintendent of Schools	1300 17th Street	Bakersfield
Kenya Community Center	1627 Virginia Avenue	Bakersfield
Kern Adult Literacy	331 18th Street	Bakersfield
Kern Bridges Youth Group	1321 Stine Road Ste 100	Bakersfield
Kern Child Abuse Prevention Council Inc	730 Chester Avenue	Bakersfield
Kern City Veterans Serv. Center	1120 Golden State Avenue	Bakersfield
Kern Council of Govts	1401 19th Street Ste 300	Bakersfield
Kern County Black Chamber of Commerce	4918 Shadow Stone Street	Bakersfield
Kern County Alliance for the Mentally Ill	PO BOX 9144	Bakersfield
Kern County Child & Family Svc	2000 24th Street	Bakersfield

NAME	ADDRESS	CITY
Kern County Food Bank	PO Box 134	Bakersfield
Kern County Mental Health-Kern Linkage Program	PO Box 1000	Bakersfield
Kern County Mental Health-Help+ & Rural Homes	PO Box 1000	Bakersfield
Kern Health Systems	9700 Stockdale Hwy	Bakersfield
Kern Hospice	1315 Boughton Drive	Bakersfield
Kern Indochinese American Center	1700 14th Street	Bakersfield
Kern Lifeline	3550 Q Street, Ste 204	Bakersfield
Kern Medical Center	1830 Flower Street	Bakersfield
Kern Regional Center	3200 No. Sillect Avenue	Bakersfield
Kern Youth Services	8600 Chaumont Court	Bakersfield
Link to Life	1706 Chester Avenue Ste 200	Bakersfield
Links Inc	4101 Adias Avenue	Bakersfield
Lloyd Plank Foundation	1400 Easton Drive Ste 107	Bakersfield
Local Investment in Child Care	2100 Chester Avenue	Bakersfield
MAOF (Mexican-American Opportunity Found.)	2001 28th Street	Bakersfield
Mercy Healthcare	PO Box 119	Bakersfield
Mercy Services Corporation	2215 Truxtun Avenue	Bakersfield
Mount Elgon Corporation	615 California Avenue	Bakersfield
MOVE International	1300 17th Street	Bakersfield
Murphys Boys Group Home Inc	3509 Eisenhower Avenue	Bakersfield
National Assn People with Disabilities	4032 Jewett Avenue	Bakersfield
Nemesis Station	4718 Poppyseed	Bakersfield
New Beginnings	1800 Height Street	Bakersfield
New Beginning Recovery Center	1006 Collins	Bakersfield
New Directions Group Home for Girls	PO Box 41374	Bakersfield
Niles Assembly of God	1701 Niles Street	Bakersfield
NOR Recreation & Parks District	405 Galazy Avenue	Bakersfield
North Bakersfield Senior Adult Alliance inc	115 E Roberts Lane	Bakersfield
Office of Aging and Adult Services	5357 Truxtun Avenue	Bakersfield
Operation Fresh Start	6208 Norris Road	Bakersfield
Our Lady of Guadalupe Preschool	11702 Crockett Court	Bakersfield
Pelletier Foundation	1224 Mt Lowe	Bakersfield
Resurrection Christian Ministries Inc	1009 6th Street	Bakersfield
Saint John Manor Housing Corporation	900 4th Street	Bakersfield
Saint Vincent De Paul Society	300 Baker Street	Bakersfield
Salvation Army	4417 Wilson Road	Bakersfield
Self Help Enterprises	PO Box 6520	Visalia
Senior Legal Center	1601 F Street	Bakersfield
Senior Serve	12320 Backdrop Court	Bakersfield
Service Access Coalition	PO Box 456	Bakersfield
Skeet Varner Foundation	PO BOX 80427	Bakersfield
Society For Crippled Children & Adults	1819 Brundage Lane	Bakersfield
Southeast Bakersfield Civic League	931 Bank Street	Bakersfield
Steinert Family Foundation	3939 Bernard Steet Ste 1	Bakersfield
STEPS	3533 Mt Vernon Avenue	Bakersfield
Tabitha's House Inc	700 19TH STREET	Bakersfield

NAME	ADDRESS	CITY
Teen Challenge International	PO Box 1011	Bakersfield
Garden Pathways	2010 O Street	Bakersfield
The Mare Program	9620 Bracken Oak Way	Bakersfield
Todd and Maris Madigan Foundation	PO BOX 2354	Bakersfield
United Way of Kern County	5405 Stockdale Hwy Ste 200	Bakersfield
United Resources for Social Change	PO Box 3343	Bakersfield
Valley Achievement Center	1300 Stine Rd	Bakersfield
Vida Scott Center	1101 E Belle Terrace Way	Bakersfield
Vinesmans Ponderosa Christian Ranch	518 Union Avenue	Bakersfield
Volunteer Center of Kern County	1400 Chester Avenue	Bakersfield
WS Senior CARE Foundation	1817 Truxtun Avenue	Bakersfield
Y Kwong and R Fok Foundation Inc	2920 F Street Ste12	Bakersfield
Youth Connection INC	PO BOX 3309	Bakersfield
Youth For Christ	2131 California Avenue	Bakersfield
Mountain View Community Church	3535 Union Avenue	Bakersfield
Faith in Action Kern County	2005 Eye Street	Bakersfield
Dolores Huerta Foundation	P.O. Box 2087	Bakersfield
Kern County Network for Children	1300 17th Street	Bakersfield
Bike Bakersfield	1708 Chester Avenue	Bakersfield
Stewards Inc.	2211 H St.	Bakersfield
Bakersfield Association of Realtors	2300 Bahamas Drive	Bakersfield
Kern County Builders' Exchange	1121 Baker Street	Bakersfield
ACECOC	P.O. Box 176	Bakersfield
Kern Hispanic Chamber of Commerce	231 H Street,	Bakersfield
KERN COG	1401 19th Street Ste 300	Bakersfield
Kern County Planning & Community Development	2700 M Street Ste 100	Bakersfield
Smart Growth Coalition of Kern County	441 Vineland Road	Bakersfield

APPENDIX E: VACANT LAND LOCATION MAP

HOUSING ELEMENT
VACANT RESIDENTIAL PARCELS



ADMINISTRATIVE REPORT

MEETING DATE: 1/20/2021	Consent – Ordinances e.

TO: Honorable Mayor and City Council

FROM: Christopher Boyle, Development Services Director

DATE: 1/4/2021

WARD: Ward 4

SUBJECT: First reading of the ordinance amending the Official Zoning Map in Title 17 of the Bakersfield Municipal Code by changing the zone district from PCD (Planned Commercial Development) zone to revised PCD zone for a change of use from retail to fast food on approximately 0.75 acres of a larger 52-acre commercial center, generally located at 9030 Rosedale Highway. Notice of Exemption on file.

STAFF RECOMMENDATION:

City Staff and Planning Commission recommend first reading of the ordinance.

BACKGROUND:

The project is a request by Chick-fil-A, Inc., on behalf of Northwest Target, LLC, to change the zone district from a PCD (Planned Commercial Development) zone to a revised PCD zone on 0.75 acres of a larger 52-acre commercial center, located 9030 Rosedale Highway.

The request is to facilitate a change of use from retail to fast food with a drive-thru. This type of development is consistent with the surrounding commercial center, which was approved in September, 2000 (Zone Change No. P00-0519). The Zoning Ordinance allows for drive-thru restaurants; however, within the exclusive PCD zone, any change to an existing building or new use requires a Zone Change and Plan Development Review.

As proposed, the existing building (formerly Pier 1) will be demolished and replaced with a 4,999 square foot fast food restaurant. The project includes a dual drive-through lane with stacking capacity for at least 43 vehicles, 2 detached canopies (over the drive-through lane), 120 interior seats, 20 outdoor seats, a trash enclosure, and a playground. The project has been designed in compliance with requirements of City standards and policies, and no deviations from zoning ordinance standards have been requested.

Proposed Revisions to Conditions. In addition to the site changes, the applicant is also requesting a revision to Condition 7 of Ordinance 3984 which allows for flexibility to market demand in order to obtain tenants for the six freestanding pads. However, it also places restrictions on exceeding the square footage per use. Subsequent to approval, Pads 1, 3, 4, 5,

and 6 have been developed as restaurant and fast food uses. With the conversion of Pad 2 from retail to fast food, the square footage for restaurant uses would be exceeded. As such, the applicant is proposing the following change be made to Condition 7.1 as follows, to accommodate the current request and allow flexibility for future development:

Condition 7.
The Northwest Promenade Phase 2 is approved with a total square footage of 440,306 square feet as shown on attached Exhibit "3" and as summarized below:

8 Major Retail Stores	*373,406 square feet*
4 Retail Shops	*35,500 square feet*
6 Freestanding Pads (see Condition # 7.1)	*31,400 square feet*

7.1 The fast food/drive-through, restaurant and retail uses and square footages depicted on the site plan for the freestanding pads may be interchanged among the freestanding pads with final development pads. Th~~e total square footage for each type of use, and the~~ cumulative total of 31,400 square feet for all the pads must not be exceeded.

Condition 7 specifically describes the ~~proposed~~ allowed square footage approved for the shopping center. Condition 7.1 allows developer flexibility to market and obtain tenants for the freestanding pads as long as the overall project impacts do not increase or create new significant impacts.

ENVIRONMENTAL REVIEW AND DETERMINATION:

This project has been found to be exempt from the provisions of the California Environmental Quality Act (CEQA) and the City of Bakersfield's CEQA Implementation Procedures in accordance with Section 15332, because the project in an in-fill development meeting the following conditions:

- The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
- The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
- The project site has no value as habitat for endangered, rare or threatened species.
- Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
- The site can be adequately served by all required utilities and public services.

A Notice of Exemption has been prepared.

PUBLIC NOTIFICATION:

Notice of public hearing before the Planning Commission of the City of Bakersfield for the project with the associated proposed Notice of Exemption 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 zone change 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 17, 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 PCD. 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, Staff and the Planning Commission recommend that the City Council approve Zone Change No. 20-0343.

ATTACHMENTS:

	Description	Type
	Draft Ordinance	Ordinance
	PC 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 GENERALLY LOCATED AT 9030 ROSEDALE HWY (ZC NO. 20-0343).

WHEREAS, Chick-fil-A, Inc. (applicant), on behalf of Northwest Target, LLC (property owner), filed an application with the City of Bakersfield Development Services Department requesting to change the zone district from a Planned Commercial Development (P.C.D.) zone to a revised P.C.D. zone on approximately 0.75 acres of a larger 52 acre commercial center generally located at 9030 Rosedale Highway as shown in attached Exhibit 2 (the "Project"); and

WHEREAS, the Planning Commission held a public hearing on December 17, 2020, and approved Resolution No. 69-20, which recommended that the City Council approve the Project; and

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

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

SECTION 1.

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

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

2. The Planning Commission's findings as contained in its Resolution No. 69-20 are hereby adopted.

2. The project is exempt from CEQA.

3. 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 2 and as specifically described in Exhibit 3, all of which are incorporated herein.

SECTION 2.

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

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

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

AYES:	COUNCILMEMBER:	ARIAS, GONZALES, WEIR, SMITH, FREEMAN, GRAY, PARLIER
NOES:	COUNCILMEMBER:	_____
ABSTAIN:	COUNCILMEMBER:	_____
ABSENT:	COUNCILMEMBER:	_____

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

APPROVED

_____
KAREN GOH
MAYOR of the City of Bakersfield

APPROVED as to form:
VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA H. RUDNICK
Deputy City Attorney

Exhibits:
1. Conditions of Approval
2. Zone Change Map
3. Legal Description
4. Site Plan

Exhibit A

(Conditions of Approval)

BAKERSFIELD

THE SOUND OF *Something Better*

CONDITIONS AND ORDINANCE COMPLIANCE

I. All conditions of approval as identified in Ordinance 3984 for P00-0519 are hereby incorporated as conditions of approval, with the following revision to Condition 7:

Condition 7. The Northwest Promenade Phase 2 is approved with a total square footage of 440,306 square feet as shown on attached Exhibit "3" and as summarized below:

8 Major Retail Stores	373,406 square feet
4 Retail Shops	35,500 square feet
6 Freestanding Pads (see Condition # 7.1)	31,400 square feet

7.1 The fast food/drive-through, restaurant and retail uses and square footages depicted on the site plan for the freestanding pads may be interchanged among the freestanding pads with final development pads. The ~~total square footage for each type of use, and the~~ cumulative total of 31,400 square feet for all the pads must not be exceeded.

Specifically describes the proposed square footage approved for the shopping center. Condition 7.1 allows developer flexibility to market and obtain tenants for the freestanding pads as long as the overall project impacts do not increase or create new significant impacts.

The following are specific items that you need to resolve before you can obtain a building permit or be allowed occupancy. These items include conditions and/or mitigation required by previous site entitlement approvals (these will be specifically noted), changes or additions that need to be shown on the final building plans, alert you to specific fees, and other conditions for your project to satisfy the City's development standards.

The items listed below will usually need to be shown on the final building plans or completed before a building permit is issued. As part of the building permit submittal, identify the location of your response by using the *APPLICANT'S RESPONSE* line provided directly below the item (example: sheet number, detail, etc.).

II. A. <u>DEVELOPMENT SERVICES - BUILDING (1715 Chester Avenue)</u>
(Staff contact - Oscar Fuentes; 661-326-3676 or OFuentes@bakersfieldcity.us)

1. Prior to review of improvement plans by the City, the developer shall submit a grading plan for the proposed site to be reviewed and approved by the City Engineer and Building Official (Bakersfield Municipal Code Section 16.44.010). With the grading plan, if the project is subject

to the provisions of the National Pollutant Discharge Elimination System (NPDES), a Notice of Intent (NOI) to comply with the terms of the General Permit to Discharge Storm Water Associated with Construction Activity (WQ Order No. 99-08-DWQ) must be filed with the State Water Resources Control Board in Sacramento before the beginning of any construction activity. Compliance with the general permit requires that a Storm Water Pollution Prevention Plan (SWPPP) be prepared, continuously carried out, and always be available for public inspection during normal construction hours.

APPLICANT'S RESPONSE:_____

2. A grading permit is required prior to final plan approval. The developer shall submit four (4) copies of grading plans and two (2) copies of the preliminary soils report to the Building Division. A final soils report shall also be submitted to the Building Division before they can issue a building permit. Please note that grading plans must be consistent with the final building site plans and landscaping plans. Building permits will not be issued until the grading permit is approved by the Building Division, Planning Division (HCP), and Public Works Department.

APPLICANT'S RESPONSE:_____

3. Show on the final building plan pedestrian access from the public way and accessible parking. Private streets are not the public way.

APPLICANT'S RESPONSE:_____

4. The developer shall include fire resistive wall construction details with the final building plans for all exterior walls of any building that is within the distance as set forth in Table 602 of the California Building Code.

APPLICANT'S RESPONSE:_____

5. Include with or show on the final building plans information necessary to verify that the project complies with all accessibility requirements of Title 24 of the California Building Code.

APPLICANT'S RESPONSE:_____

6. The developer shall obtain all required approvals from the Kern County Environmental Health Services Department (2700 "M" Street, Bakersfield, CA., 93301; PH 661-862-8700) for any food handling facility (i.e.: market, delicatessen, café, concession, restaurant) before building permits can be issued.

APPLICANT'S RESPONSE:_____

7. Buildings or structures shall require installation of an automatic fire sprinkler system where required by current California Building Code and City ordinance.

APPLICANT'S RESPONSE:_____

8. The Building Division will calculate and collect the appropriate school district impact fee at the time they issue a building permit.

APPLICANT'S RESPONSE:_____

9. Final Building plans shall show pedestrian access pathways or easements for persons with disabilities from public rights-of-ways that connect to all accessible buildings, facilities, elements, and spaces in accordance with the California Building Code. These pedestrian access ways shall not be parallel to vehicular lanes unless separated by curbs or railings.

APPLICANT'S RESPONSE:_____

10. Prior to granting occupancy, the Building Division will verify that a water meter serving the development is in place. Therefore, it is recommended that the developer contact the applicable water purveyor to inquire about their process for obtaining water service for the development as soon as possible. To determine who the water purveyor for the development is, you may contact the City of Bakersfield Water Resources Department (1000 Buena Vista Road, Bakersfield, CA, phone: 661-326-3715).

APPLICANT'S RESPONSE:_____

11. Show on the final building plan, electric vehicle supply equipment to facilitate future installation as required by the California Green Code.

APPLICANT'S RESPONSE:_____

B. DEVELOPMENT SERVICES - PLANNING (1715 Chester Avenue)
(Staff contact – Kassandra Gale; 661-326-3411 or kgale@bakersfieldcity.us)

1. The minimum parking required for this project has been computed based on use and shall be as follows:

Proposed Use	Parking Ratio	Square Footage	Required Parking
Shopping Center (up to 35,000 ft^2)	1 space/200 ft^2	35,000 ft^2	175 spaces
Shopping Center (excess of 35,000 ft^2)	1 space/250 ft^2	373,406 ft^2	1,494 spaces
Restaurant Freestanding Pads	1 space/75 ft^2	31,400 ft^2	419 spaces
Drive-through Credit	2 spaces/window with 44 ft lane		(8 spaces)
		Required Parking:	**2,080 spaces**

(**Note: 2,696** parking spaces are shown on the proposed site plan. By ordinance, compact and tandem spaces cannot be counted towards meeting minimum parking requirements. For commercial development containing a multi-tenant pad, any change in use where 50 percent or more of the pad requires additional parking pursuant to Bakersfield Municipal Section 17.58.110, the Planning Director may require parking commensurate with the new use.)

APPLICANT'S RESPONSE:_____

2. Minimum parking stall dimensions shall be 9 feet wide by 18 feet long and shall be designed according to standards established by the Traffic Engineer. Vehicles may hang over landscape areas no more than 2-1/2 feet provided required setbacks along street frontages are maintained, and trees and shrubs are protected from vehicles.

APPLICANT'S RESPONSE:_____

3. All parking lots, driveways, drive aisles, loading areas, and other vehicular access ways, shall be paved with concrete, asphaltic concrete, or other paved street surfacing material in accordance with the Bakersfield Municipal Code (Sections 15.76.020 and 17.58.060.A.).

APPLICANT'S RESPONSE:_____

4. Lighting is required for all parking lots, except residential lots with four units or less (Section 17.58.060.A.). Illumination shall be evenly distributed across the parking area with light fixtures designed and arranged so that light is directed downward and is reflected away from adjacent properties and streets. Use of glare shields or baffles may be required for glare reduction or control of back light. No light poles, standards and fixtures, including bases or pedestals, shall exceed a height of 40 feet above grade. However, light standards placed less than 50 feet from

residentially zoned or designated property, or from existing residential development, shall not exceed a height of 15 feet. The final building plans shall include a picture or diagram of the light fixtures being used and show how light will be directed onto the parking area.

(**Note:** Staff can require additional adjustments to installed lighting after occupancy to resolve glare or other lighting problems if they negatively affect adjacent properties.)

APPLICANT'S RESPONSE:_____

5. Because off-site parking and/or off site access to the project is being proposed, the developer shall file with the Planning Division before any building permits are issued, a copy of a recorded lease, CC&Rs, or other instrument that ensures that the offsite parking and/or legal access proposed for this project is available for its actual lifetime.

APPLICANT'S RESPONSE:_____

6. The developer shall include a copy of a final landscape plan with each set of the final building plans submitted to the Building Division. Building permits will not be issued until the Planning Division has approved the final landscape plan for consistency with approved site plans and minimum ordinance standards. **Please refer to the landscaping requirements in Chapter 17.61.** Landscape plans shall include, but are not limited to, data on: gallon/box size, spacing, species (reference approved parking lot tree list), ratio of deciduous vs. evergreen, shade calculations, ground cover calculations, etc.

(**Note 1:** At the time a final site inspection is conducted, it is expected that plants will match the species identified and be installed in the locations consistent with the approved landscape plan. Changes made without prior approval of the Planning staff may result in the removal and/or relocation of installed plant materials and delays in obtaining building occupancy.)

(**Note 2:** No mature landscaping shall be removed without prior approval by the Planning Director.)

(**Note 3:** Upon approval of the final landscape plan, a digital copy shall be submitted to the Planning staff contact listed above.)

APPLICANT'S RESPONSE:_____

7. Business identification signs are **neither considered nor approved** under this review (e.g. wall, monument, pylon, etc.). A separate sign permit reviewed by the Planning and Building Divisions and issued by the Building Division, is required for all new signs, including future use and construction signs.

(**Note:** Signs must comply with the Sign Ordinance; Chapter 17.60 of the Bakersfield Municipal Code. Review this Chapter as part of due diligence.)

APPLICANT'S RESPONSE:_____

8. The following conditions are required as part of a grading permit:

   a. Habitat Conservation fees shall be required for this project and will be calculated based on the fee in effect at the time we issue an urban development permit (includes grading plan approvals) as defined in the Implementation/Management Agreement (Section 2.21) for the Metropolitan Bakersfield Habitat Conservation Plan. Upon payment of the fee, the applicant will receive acknowledgment of compliance with Metropolitan Bakersfield Habitat Conservation Plan (Implementation/Management Agreement Section 3.1.4). This fee is currently $2,145 per gross acres, payable to the City of Bakersfield (submit to the Planning Division). This fee must be paid before any grading or other site disturbance occurs.

      Forms and instructions are available at the Planning Division or on the city's web site at https://bakersfieldcity.us/gov/depts/community_development/habitat.htm.

      The current MBHCP expires on February 28, 2022. To ensure take of covered species does not occur after the expiration date, fees must be paid no later than August 31, 2021 and all covered activities must be completed by the MBHCP expiration date of February 28, 2022. As determined by the City, only projects ready to be issued an urban development permit, grading plan approval, or building permit will be eligible to pay fees under the current MBHCP. Early payment or pre-payment of MBHCP fees shall not be allowed. The ability of the City to issue urban development permits is governed by the terms of the MBHCP. Urban development permits issued after the 2022 expiration date may be subject to a new or revised Habitat Conservation Plan, if approved, or be required to comply directly with requests of the U.S. Fish & Wildlife Service and the California Department of Fish and Wildlife.

   b. <u>Burrowing Owl Notification</u>: The burrowing owl is a migratory bird species protected by international treaty under the Migratory Bird Treaty Act (MBTA) of 1918 (16 U.S.C. 703-711). The MBTA makes it unlawful to take, possess, buy, sell, purchase, or barter any migratory bird listed in 50 C.F.R. Part 10 including feathers or other parts, nests, eggs, or products, except as allowed by implementing regulations (50 C.F.R. 21). Sections 3503, 3503.5, and 3800 of the <u>California Fish and Game Code prohibit the taking, possession, or destruction of birds, their nests or eggs</u>. To avoid violation of the provisions of these laws generally requires that project related disturbance at active nesting territories be reduced or eliminated during critical phases of the nesting cycle (March 1- August 15, annually). Disturbance that causes nest abandonment and/or loss of reproductive effort (e.g., killing or abandonment of eggs or young) may be considered "taking" and is potentially punishable by fines and/or imprisonment.

c. Prior to ground disturbance, the developer shall have a California Department of Fish and Wildlife approved MBHCP biologist survey the location for kit fox, and comply with the provisions of the Metropolitan Bakersfield Habitat Conservation Plan. Survey protocol shall be recommended by the California Department of Fish and Wildlife. Developer shall be subject to the mitigation measures recommended by the biologist. Copies of the survey shall be provided to the Development Services Department, California Department of Fish and Wildlife, and the U.S. Fish and Wildlife Service prior to ground disturbance.

APPLICANT'S RESPONSE:_____

9. Rooftop areas of commercial buildings (e.g., office, retail, restaurant, assembly, hotel, hospital, church, school), and industrial buildings adjacent to residentially zoned properties, shall be completely screened by parapets or other finished architectural features constructed to a height of the highest equipment, unfinished structural element or unfinished architectural feature of the building.

APPLICANT'S RESPONSE:_____

10. Outside work, storage, sales and display of merchandise and materials is prohibited. All activities and all storage of merchandise and materials shall be conducted and/or contained within an enclosed building.

(**Note:** This does not include outdoor seating areas for restaurants.)

APPLICANT'S RESPONSE:_____

11. Refuse collection bin enclosures and container areas are subject to all required structural setback from street frontages, and shall not reduce any parking, loading or landscaping areas as required by the Zoning Ordinance.

APPLICANT'S RESPONSE:_____

12. The developer shall meet all regulations of the San Joaquin Valley Air Pollution Control District (Regulation VIII) concerning dust suppression during construction of the project. Methods include, but are not limited to; use of water or chemical stabilizer/suppressants to control dust emission from disturbed area, stock piles, and access ways; covering or wetting materials that are transported off-site; limit construction-related speed to 15 mph on all unpaved areas/washing of construction vehicles before they enter public streets to minimize carryout/track out; and cease grading and earth moving during periods of high winds (20 mph or more).

APPLICANT'S RESPONSE:_____

13. Prior to receiving final building or site occupancy, you must contact the Planning Division (staff contact noted above) for final inspection and approval of the landscaping, parking lot, lighting and other related site improvements. Inspections will not be conducted until all required items have been installed. Any deviations from the approved plans without prior approval from the Planning Division may result in reconstruction and delays in obtaining a building or site occupancy.

APPLICANT'S RESPONSE:_____

C. <u>FIRE DEPARTMENT (2101 H Street)</u>
(Staff contact - Ernie Medina; 661-326-3682 or EMedina@bakersfieldcity.us)

1. Show on the final building plans the following items:

   a. <u>All fire lanes.</u> Any modifications shall be approved by the Fire Department. Fire lane identification signs shall be installed every 100 feet with red curbing when curbing is required. All work shall be completed before occupancy of any building or portion of any building is allowed.

   b. <u>All fire hydrants, both offsite (nearest to site) and on-site.</u> *Include flow data on all hydrants.* Hydrants shall be in good working condition and are subject to testing for verification. Fire flow requirements must be met prior to construction commencing on the project site. Please provide two (2) sets of the water plans stamped by a licensed Registered Civil Engineer to the Fire Department and two (2) sets to the Water Resources Department (1000 Buena Vista Road, Bakersfield, CA. 93311; 661-326-3715).

      (**Note:** Show: 1) distance to the nearest hydrant; and 2) distance from that hydrant to the farthest point of the project site.)

   c. <u>All fire sprinkler and/or stand pipe systems, fire alarms and commercial hood systems.</u> These suppression systems require review and permits by the Fire Department. The Fire Department will issue guidelines for these various items as they may apply to this project.

   d. <u>Project address, including suite number if applicable.</u> If the project is within a shopping or business center, note the name and address of the center.

   e. <u>Name and phone number of the appropriate contact person.</u>

   APPLICANT'S RESPONSE:_____

2. The developer must pay required fees to and request an inspection from the Water Resources Department (1000 Buena Vista Road, Bakersfield, CA, phone: 661-326-3715) for any underground sprinkler feeds at least 2 full business days before they are buried. The Prevention

Services Division (2101 H Street, Bakersfield CA, Ph. 661/326-3979) must complete all on-site inspections of fire sprinkler systems and fire alarm systems before any building is occupied.

APPLICANT'S RESPONSE:_____

3. Where fire apparatus access roads or a water supply for fire protection are required to be installed, such protection shall be installed and made serviceable prior to and during the time of construction.

APPLICANT'S RESPONSE:_____

4. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an *approved fire apparatus access road* with an asphalt, concrete or other driving surface approved by the fire chief. Must be capable of supporting the imposed load of fire apparatus weighing at least 75,000 pounds and shall be surfaced with the first lift of asphalt as to provide all-weather driving capabilities. All access (Permanent and temporary) to and around any building under construction must be a least 20 feet wide (26 feet wide where building height exceeds 30 feet), with an overhead clearance of 13 feet 6 inches, and contain no obstruction. The fire apparatus access road shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.

APPLICANT'S RESPONSE:_____

5. Turning Radius: The minimum turning radius shall be thirty-seven feet.

APPLICANT'S RESPONSE:_____

6. If you handle hazardous materials or hazardous waste on the site, the Prevention Services Division may require a hazardous material management and/or risk management plan before you can begin operations. Please contact them at 661-326-3979 for further information.

APPLICANT'S RESPONSE:_____

7. All projects must comply with the current California Fire Code and current City of Bakersfield Municipal Code.

APPLICANT'S RESPONSE:_____

D. <u>WATER RESOURCES (1000 Buena Vista Road)</u>
(Staff contact – Ivan C. Rodriguez; 661-326-3715 or ICastaneda@bakersfieldcity.us)

1. If the property requires a dedicated fire water service line, Developer shall submit two (2) sets of utility plans signed by a California Registered Civil Engineer to the Water Resources Department showing all offsite and onsite improvements, including connections to the existing water main and underground fire waterlines and related apparatuses. Include any existing nearby on or off-site hydrants on the plans. Plans shall be submitted along with applicable plan check fees and any other associated fees per the current fee schedule. Plans shall comply with current City Standards and Specifications, California Fire Code, and City of Bakersfield Municipal Code. City Standards and Specifications are available for download from the City's website at www.bakersfieldcity.us/gov/depts./water_resources.

   APPLICANT'S RESPONSE:_____

2. Developer shall submit two (2) sets of utility plans signed by a California Registered Civil Engineer to the Water Resources Department showing all offsite and onsite improvements, including connections to the existing water main and underground fire waterlines and related apparatuses. Include any existing nearby on or off-site hydrants on the plans. Plans shall be submitted along with applicable plan check fees and any other associated fees per the current fee schedule. <u>Plans shall comply with current City Standards and Specifications, California Fire Code, and City of Bakersfield Municipal Code.</u> City Standards and Specifications and the current Fee Schedule are available for download from the City's website at www.bakersfieldcity.us/gov/depts/water_resources/fees.htm

   APPLICANT'S RESPONSE:_____

3. The Contractor responsible for construction of waterlines and appurtenances within the City's right of way or easement, shall have an active Class "A" or "C-34" License from the State of California.

   APPLICANT'S RESPONSE:_____

4. Developer shall complete and submit to the Water Resources Department the *Application for Water Service*. The application is available for download from the City's website at www.bakersfieldcity.us/gov/depts/water_resources.

   APPLICANT'S RESPONSE:_____

5. Developer shall submit to the Water Resources Department the Contractor's itemized construct cost for all off-site water improvements within the City's right of way or easement. Inspection fees are calculated as five percent (5%) of the approved Contractor's water construction cost. The construction costs are subject to review and approval by the Water Resources Department.

   APPLICANT'S RESPONSE:_____

6. Developer shall pay the required domestic inspection fees and request an inspection from the California Water Company at least two (2) full business days before permanent construction within the City's right of way or easement. The California Water Company may be contacted at 661-837-7200.

APPLICANT'S RESPONSE:_____

7. Developer shall pay the required Water Resources Fire Service Inspection Fees and submit an *Inspection Request Form* for any underground fire waterlines and their apparatuses at least two (2) full business days before permanent construction. The form is available for download from the City's website at www.bakersfieldcity.us/gov/depts/water_resources/fees.htm

APPLICANT'S RESPONSE:_____

E. PUBLIC WORKS - ENGINEERING (1501 Truxtun Avenue)
(Staff contact – Susanna Kormendi; 661-326-3997 or skormendi@bakersfieldcity.us)

1. The developer shall install 1 streetlight along Rosedale Highway. The developer shall be responsible for providing the labor and materials necessary to energize all newly installed streetlights before occupancy of the building or site. These improvements shall be shown on the final building plans submitted to the Building Division before any building permits will be issued. Submit street light location and contact the Public Works Department at (661) 326-3584 for street light number.

APPLICANT'S RESPONSE:_____

2. The developer shall install new connection(s) to the public sewer system. This connection shall be shown on the final building plans submitted to the Building Division before any building permits will be issued.

APPLICANT'S RESPONSE:_____

3. Show on the final building plans all existing connection(s) to the public sewer system.

APPLICANT'S RESPONSE:_____

4. All on-site areas required to be paved (i.e. parking lots, access drives, loading areas, etc.) shall consist of concrete, asphaltic concrete (Type B. A. C.) or other paved street material approved by the City Engineer. Pavement shall be a minimum thickness of 2 inches over 3 inches of approved base material (i.e. Class II A. B.) if concrete is used, it shall be a minimum thickness of 4 inches per Municipal Code Section 17.58.060.A. This paving standard shall be noted on the final building plans submitted to the Building Division before any building permits will be issued.

   APPLICANT'S RESPONSE:_____

5. If a grading plan is required by the Building Division, building permits will not be issued until the grading plan is approved by **both** the Public Works Department and the Building Division.

   APPLICANT'S RESPONSE:_____

6. All storm water generated on the project site, including the street frontage shall be retained onsite unless otherwise allowed by the Public Works Department (please contact the Public Works Department – Subdivisions at 661-326-3576).

   APPLICANT'S RESPONSE:_____

7. Before any building or site can be occupied, the developer must reconstruct or repair substandard off-site street improvements that front the site to adopted city standards as directed by the City Engineer. Please call the Construction Superintendent at 661-326-3049 to schedule a site inspection to find out what improvements may be required prior to submitting a grading plan. Any off-site/frontage improvements or repairs required during the site inspection shall be shown on the grading plan.

   APPLICANT'S RESPONSE:_____

8. A street permit from the Public Works Department shall be obtained before any work can be done within the public right-of-way (streets, alleys, easements). Please include a copy of this site plan review decision to the department at the time you apply for this permit.

   APPLICANT'S RESPONSE:_____

9. A sewer connection fee shall be paid at the time a building permit is issued. We will base this fee at the rate in effect at the time a building permit is issued.

   APPLICANT'S RESPONSE:_____

10. If the project is subject to the provisions of the National Pollutant Discharge Elimination System (NPDES), a "Notice of Intent" (NOI) to comply with the terms of the General Permit to Discharge Storm Water Associated with Construction Activity (SWRCB Order No. 2009-009-DWQ as amended by Order No. 2010-0014-DWQ and 2012-0006-DWQ) must be filed with the State

Water Resources Control Board in Sacramento before the beginning of any construction activity. Compliance with the general permit required that a Storm Water Pollution Prevention Plan (SWPPP) be prepared, continuously carried out, and always be available for public inspection during normal construction hours.

APPLICANT'S RESPONSE:_____

11. Prior to the issuance of each building permit, or if no building permit is required, the first required City approval prior to construction, the developer/owner shall pay a Transportation Impact Fee (TIF) for regional facilities. This fee will be based on the rate in effect at the time the applicable approval is issued or in accordance with the Subdivision Map Act, as applicable. The Public Works Department will calculate an estimate of the total fee upon submittal of construction plans for the project.

    APPLICANT'S RESPONSE:_____

12. The developer shall form a new Maintenance District. Undeveloped parcels within an existing Maintenance District are required to update Maintenance District documents. Updated documents, including Proposition 218 Ballot and Covenant, shall be signed and notarized. If there are questions, contact Louis Rodriguez at 661-326-3571.

    (**Note:** If already within a maintenance district, may need to update the maintenance district form.)

    APPLICANT'S RESPONSE:_____

13. The developer shall install a full-sized manhole in each sewer line except residential development before it connects to the sewer main. This manhole is to be located within the property being developed and must be easily accessible by City workers.

    APPLICANT'S RESPONSE:_____

14. This project may be located within a Planned Sewer Area. Please contact the Public Works Department – Subdivisions at 661-326-3576 to determine what fees may apply.

    APPLICANT'S RESPONSE:_____

15. This project may be located within a Planned Drainage Area. Please contact the Public Works Department – Subdivisions at 661-326-3576 to determine what fees may apply.

    APPLICANT'S RESPONSE:_____

16. This project may be subject to Bridge and Major Thoroughfare fees. Please contact the Public Works Department – Subdivisions at 661-326-3576 to determine what fees may apply.

APPLICANT'S RESPONSE:_____

F. <u>PUBLIC WORKS - TRAFFIC (1501 Truxtun Avenue)</u>
(Staff contact – Susanna Kormendi; 661-326-3997 or skormendi@bakersfieldcity.us)

1. Show the typical parking stall dimension on the final building plans (minimum stall size is 9 feet x 18 feet and shall be designed according to standards established by the Traffic Engineer).

APPLICANT'S RESPONSE:_____

2. Please confirm the sidewalk does not extend out of the city right of way. The developer shall dedicate any sidewalk extending out of the right of way to the City of Bakersfield for the pedestrian way along all arterial streets. This must be conducted with a separate instrument or final map.

APPLICANT'S RESPONSE:_____

G. <u>PUBLIC WORKS - SOLID WASTE (4101 Truxtun Avenue)</u>
(Staff Contact - Jesus Carrera; 661-326-3114 or jcarrera@bakersfieldcity.us)
(Staff Contact - Niarobi Fletcher: 661-326-3114 or nfletcher@bakersfieldcity.us)
(Staff Contact - Luis Aldaco: 661-326-3114 or laldaco@bakersfieldcity.us)
(Staff Contact - Robert Manuel: 661-326-3114 or rmanuel@bakersfieldcity.us)
(Staff Contact - Richard Gutierrez: 661-326-3114 or rmgutierrez@bakersfieldcity.us)

1. You must contact the staff person noted above before building permits can be issued or work begins on the property to establish the level and type of service necessary for the collection of refuse and/or recycled materials. Collection locations must provide enough containment area for the refuse that is generated without violating required zoning or setback restrictions (see Planning Division conditions). Levels of service are based on how often collection occurs as follows:

☐ Cart service -- 1 cubic yard/week or less 1 time per week
☑ Front loader bin services -- 1 cubic yard/week - 12 cubic yards/day
☐ Roll-off compactor service -- More than 12 cubic yards/day

APPLICANT'S RESPONSE:_____

2. Show on the final building plans refuse/recycle bin enclosures. Each enclosure shall be designed according to adopted city standard (Detail # ST-27 and ST-28), at the size checked below ☑. Before occupancy of the building or site is allowed, the following front-loading type refuse/recycle bin(s) shall be placed within the required enclosure(s).

☐ _____6' deep x 8' wide (1 bin) ☐ _____8' deep x 15' wide (3 bins)
☐ _____8' deep x 10' wide (2 bins) ☑ One 8' deep x 20' wide (4 bins)
☐ _____8' deep x 10' wide; on skids for direct stab only (1-6 yard recycling bin)

(**Note:** <u>All measurements above are curb-to-curb dimensions inside the enclosure.</u> If both refuse and recycling containers are to be combined in the same enclosure area, this area must be expanded in size to accommodate multiple containers/bins - contact the staff person above for the appropriate enclosure size.)

APPLICANT'S RESPONSE:_____

3. Examples of enclosure styles can be found on (Detail # ST-32).

APPLICANT'S RESPONSE:_____

4. Facilities that require grease containment must provide a storage location that is separate from the refuse bin location. This shall be shown on the final building plans. If a grease interceptor is to be used instead of a grease containment bin, the plans must still show the location of an adequately sized enclosure should a grease containment bin be required at a future date. The grease containment bin shall not share the same enclosure as the refuse/recyclable/organic bin enclosure.

APPLICANT'S RESPONSE:_____

5. If utilities are incorporated into the enclosure design, they shall not interfere with space provided for refuse bins and must provide sufficient protection measures to guard the utilities from damage.

APPLICANT'S RESPONSE:_____

6. Enclosures shall not be located in an area that would cause refuse trucks to interfere with drive thru traffic flow entering or exiting the site, drive thru lanes, etc.

APPLICANT'S RESPONSE:_____

7. Businesses are required to have sufficient capacity of refuse/recycling/organic material storage to go without service for 1 day (Sunday). At any time refuse/recycling/organic services become an issue, businesses shall construct a second refuse enclosure to meet the demand. The second enclosure shall be approved by the City prior to construction.

APPLICANT'S RESPONSE:_____

ORDINANCE NO. 3984

AN ORDINANCE AMENDING TITLE SEVENTEEN OF THE BAKERSFIELD MUNICIPAL CODE AND ZONING MAP NO. 102-20 BY CHANGING THE ZONING FROM A C-2 (COMMERCIAL) ZONE TO A PCD (PLANNED COMMERCIAL DEVELOPMENT) ZONE CONSISTING OF A 440,306 SQUARE FOOT COMMERCIAL SHOPPING CENTER ON 52 ACRES GENERALLY LOCATED ON THE NORTHWEST CORNER OF ROSEDALE HIGHWAY AND MAIN PLAZA DRIVE (FILE # P00-0519)

WHEREAS, in accordance with the procedure set forth in the provisions of Title 17 of the Municipal Code of the City of Bakersfield, the Planning Commission held a public hearing on a petition to change the land use zoning of those certain properties in the City of Bakersfield generally located on the northwest corner of Rosedale Highway and Main Plaza Drive; and

WHEREAS, the proposed project, commonly known as "Northwest Promenade Phase 2" is shown on the site plan and elevations attached as Exhibit "B" consists of the following:

8 Major Retail Stores	373,406 square feet
4 Retail Shops	35,500 square feet
6 Freestanding Pads (Includes: 2 restaurant pads; 1 fast food pad; 1 retail store pad; 2 pads with combination of fast food and retail)	31,400 square feet
Total Square Feet	440,306 square feet;

and

WHEREAS, by Resolution No. 88-00 on September 7, 2000, the Planning Commission recommended approval and adoption of an ordinance amending Title 17 of the Municipal Code to approve a PCD (Planned Commercial Development) zone as delineated on attached Zoning Map No. 102-20 marked Exhibit "C", by this Council and this Council has fully considered the recommendations made by the Planning Commission as set forth in that Resolution; and

WHEREAS, the Planning Commission, as a result of said hearing, did make several general and specific findings of fact which warranted a negative declaration of environmental impact and changes in zoning of the subject property and the Council has considered said findings and all appear to be true and correct; and

WHEREAS, the law and regulations relating to the preparation and adoption of Negative Declarations, as set forth in CEQA and City of Bakersfield's CEQA Implementation Procedures, have been duly followed by city staff, Planning Commission and this Council; and

WHEREAS, a Negative Declaration was advertised and posted on August 17 and 23, 2000, in accordance with CEQA; and

WHEREAS, the general plan designation for this area allows commercial development; and

WHEREAS, the City Council has considered and hereby makes the following findings:

1. All required public notices have been given.

2. The provisions of CEQA have been followed.

3. Based on an initial study, the proposed Negative Declaration is adequate.

4. The zone change is consistent with the Metropolitan Bakersfield 2010 General Plan and the RiverLakes Ranch Specific Plan.

5. The 52 acre project site to be zoned PCD (Planned Commercial Development) is subject to the site plan and conditions of approval for PCD Zone Change P00-0519.

6. The proposed planned commercial development zone and preliminary development plan are consistent with the general plan and objectives of this ordinance.

7. The proposed planned commercial development will constitute a commercial environment of sustained desirability and stability, and it will compliment and harmonize with the character of the surrounding neighborhood and community.

8. The proposed planned commercial development justifies exception from the normal application of this code im that it integrates such elements as the location of structures, circulation pattern, parking, landscaping and utilities, together with a program for provision, operation, and of all areas, improvements, facilities and services provided on the property.

9. The 52 acre project site to be zoned to a PCD (Planned Commercial Development) zone, subject to conditions of approval as shown in attached Exhibit "A", is adequate in size and configuration to provide a commercial environment of sustained desirability and stability.

10. The project must be granted a "de minimis: exemption with respect to the payment of Fish and Game Section 711 fees. Based on the absence of evidence in the record as required by Section 21082.2 of the State of California Public Resources Code (CEQA) for the purpose of documenting significant effects, it is the conclusion of the Lead Agency that this project will result in impacts that fall below the threshold of significance with regard to wildlife resources and, therefore, must be granted a "de minimis" exemption in accordance with Section 711 of the State of California Fish and Game Code. Additionally, the assumption of adverse effect is rebutted by the above-referenced absence of evidence in the record and the Lead Agency's decision to prepare a Negative Declaration for this project.

SECTION 1.

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

1. All of the foregoing recitals are hereby found to be true and correct.

2. The Negative Declaration is hereby approved and adopted.

3. Section 17.06.020 (Zoning Map) of the Municipal Code of the City of Bakersfield be and the same is hereby amended by changing the land use zoning of that certain property in said City, the boundaries of which property is shown on Zoning Map. No. 102-20 marked Exhibit "C" attached hereto and made a part hereof, and are more specifically described in attached Exhibit "D ".

4. Such zone change is hereby made subject to the conditions of approval listed in attached Exhibit "A".

SECTION 2.

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

I HEREBY CERTIFY that the foregoing Ordinance was passed and adopted by the Council of the City of Bakersfield at a regular meeting thereof held on OCT 25 2000, by the following vote:

AYES:	COUNCILMEMBER CARSON, DEMOND, MAGGARD, COUCH, GREEN, SULLIVAN, SALVAGGIO
NOES:	COUNCILMEMBER NONE
ABSTAIN:	COUNCILMEMBER NONE
ABSENT:	COUNCILMEMBER NONE

Pamela A. McCarthy
CITY CLERK and Ex Officio Clerk of the
Council of the City of Bakersfield

APPROVED OCT 25 2000

Vice Mayor
Irma Carson

APPROVED as to form:
BART THILTGEN
City Attorney

By: _____
CARL HERNANDEZ
Deputy City Attorney

List of Exhibits:
A: Conditions of Approval
A.1. GET Bus Turnout Design
B: Site Plan and Elevations
C: Zone Map # 102-20
D: Legal Description

jeng \\ S:\ZoneChange\z519\cc\Ord-CC.wpd
September 15, 2000

EXHIBIT "A"
PCD ZONE CHANGE P00-0519
NORTHWEST PROMENADE PHASE 2
CONDITIONS OF APPROVAL

PUBLIC WORKS (Discretionary Conditions)

1 Prior to recordation of the parcel map, the subdivider shall
- 1.1 submit to the City Engineer for his review and approval a drainage and grading plan with soil report. The soil report is to include R-values and percolation tests for retention basin site.
- 1.2 submit to the Public Works Department and the Building Department for their review and approval a comprehensive plan for providing sewer service to each proposed use or parcel. Include pipe sizes and slopes.
- 1.3 provide easements as necessary based upon the approved drainage and sewer plans.
- 1.4 submit an enforceable, recordable document approved by the City Attorney to be recorded concurrently with the Final Parcel Map which will prohibit occupancy of any lot until all improvements have been completed by the subdivider and accepted by the City.
- 1.5 submit for the City's Review and approval C.C. & R.'s and Property Owner's Association By-Laws for the use and maintenance of all non-dedicated, shared facilities. Among those non-dedicated, shared facilities will be the on-site sewer main lines and laterals and storm water retention basin(s) and associated storm drain lines and appurtenant facilities.
- 1.6 ensure that each cable television company provides notice to the City Engineer of its intention to occupy the utility trench.

2 On Rosedale Highway,
- 2.1 The number and location of entrances will be determined and approved by CalTrans
- 2.2 Dedicate additional right-of-way needed for widening Rosedale Highway to a half width of 67 feet.
- 2.3 Construct street improvements, including curb & gutter, 5.5 ' wide sidewalk, street lights and street paving to City standards and as approved/required by CalTrans. The improvement plans must be approved by the City Engineer prior to submission to CalTrans.
- 2.4 The developer may either pay his pro-rata share of the cost of a landscaped median island or he may construct the full width landscaped median island with the City reimbursing him for the south half of the median. Provide a mechanism for payment of maintenance costs. Landscape and irrigation plans must by approved by the Parks Department prior to submission to CalTrans.

3 Prior to 50% buildout, provide right-of-way and construct a local road connecting the west side of the project site with Calloway Road, to connect at the existing signal location on Calloway.

4 If the subdivider is unable to obtain the required right of way, then he shall pay to the City the up-front costs for eminent domain proceedings and enter into an agreement and post security for the purchase and improvement of said right of way.

5 A traffic impact study was prepared by Pinnacle Engineering for a Major Retail project of 440,300 GLFA. Since the development is consistent with the current General Plan designations the project was evaluated for it's impacts at full project build out which was considered to occur by 2005. Based upon the study we have the following comments and recommendations:

5.1 Opening Day Mitigation. The following improvements are to be constructed with the project. Since both of these are on the Caltrans facility final approval must come from Caltrans.

5.1.1 Construction of a traffic signal at the main entrance on Rosedale Highway. However, per CalTrans requirements, the applicant must justify the need for a signal west of Main Plaza. If the signal is justified, the proponent must then evaluate the proposed location of this signal as opposed to placing in at Delbert St.

5.1.2 Widen Rosedale Highway to full width along the project frontage with right turn lanes into each entrance. Continuous right turn lanes are not recommended. Striping or barrier curb, acceptable to Caltrans, must be built to satisfactorily delineate the right lanes to avoid potential confusion and conflict.

5.1.2.1 A supplemental driveway analysis was performed which showed at 2005 a traffic signal IS NOT expected to be warranted on Main Plaza Drive at the main east-west cross aisle. The aisle lines up with the main cross aisle from Phase I. However, with the combined traffic at this point there is the potential need for a signal at this location.

Prior to issuance of the first building permit or recording of the first map the developer shall enter into an agreement with the City for the potential future construction of this signal. A cash deposit of $25,000 will be required with the agreement, with an assurance that, should the City determine that a signal is necessary at this intersection, the developer shall pay the remaining cost to install the signal. At the time it is determined to be needed, the City may utilize the $25,000 to install a median turn restriction at the intersection instead of installing a traffic signal. The developer shall retain the option of installing a traffic signal at any time and may request a refund of his deposit if a median turn restriction has not yet been constructed. This deposit, if unutilized, could be released within a year of full project build out or some other acceptable threshold subject to review of the need for said signal at that time.

5.3 Regional Impact Fee. The project traffic was distributed over the facilities on the fee list and the fee was computed per policy. The fee was computed to be $1,115,588 which equates to $2,533.70 per 1,000SF of GLFA. It should noted per the attached letter that a credit is expected for the portion of Rosedale Highway constructed along the project frontage.

6 Concurrently with recordation of the parcel map, the following covenant shall be recorded by the property owner: a covenant containing information with respect to the addition of this subdivision to the consolidated maintenance district. Said covenant shall also contain information pertaining to the maximum anticipated annual cost per single family dwelling for the maintenance of landscaping associated with this tract. Said covenant shall be provided to each new property owner through escrow proceedings.

PLANNING (Discretionary Conditions)

7 The Northwest Promenade Phase 2 is approved with a total square footage of 440,306 square feet as shown on attached Exhibit "3" and as summarized below:

8 Major Retail Stores	373,406 square feet
4 Retail Shops	35,500 square feet
6 Freestanding Pads (see Condition # 7.1)	31,400 square feet

7.1 The fast food/drive-through, restaurant and retail uses and square footages depicted on the site plan (attached Exhibit "3") for the freestanding pads may be interchanged among the freestanding pads with final development pads. The total square footage for each type of use, and the cumulative total of 31,400 square feet for all the pads must not be exceeded.

Specifically describes the proposed square footage approved for the shopping center. Condition 7.1 allows developer flexibility to market and obtain tenants for the freestanding pads as long as the overall project impacts do not increase or create new significant impacts.

8 Final landscape plans shall be submitted with the final development plans and shall incorporate the standards and details presented in the preliminary landscape plan and as described in BMC Section 17.53.060 with the following conditions.

8.1 Landscape setback areas along Rosedale Highway and Main Plaza Drive shall be developed with bermed landscaping to provide a visual screen to commercial parking areas as required in the RiverLakes Ranch Specific Plan. Berm cross sections and details shall be included with the final development and landscaping plans. The minimum width for landscaping along Rosedale Highway and Main Plaza Drive is 23 feet wide.

8.2 Landscaping shall extend along the west side of Main Plaza Drive along the tower line frontage to the north boundary of the project site to match the landscaping on the east side of Main Plaza Drive.

8.3 Final landscape plans shall include the parking areas provide the minimum 30% coverage of tree shading in accordance with Landscaping Ordinance § 17.60.030 M.

8.4 A minimum of 30% of the total number of trees in the entire project site shall be evergreen species.

8.5 Tree sizes shall be a minimum of 15 gallon, except minimum 24 gallon size trees are required for species shown as 24 gallon size on the preliminary landscape plan (Exhibit "3.")

8.6 Final landscape plans shall ensure trees adjacent buildings with main entrances facing parking lots in accordance with Landscaping Ordinance Section 17.61.030 N.

8.7 All freestanding pad structures shall include a minimum of two trees adjacent to any elevation facing a parking area or drive aisle.

8.8 The minimum height of the California Fan Palms shown on the conceptual landscape plan shall be 15-feet. The required tree height shall be labeled on the final landscape plan.

Ensures consistency with the landscaping standards contained in the City's Zoning Ordinance and the RiverLakes Ranch Specific Plan, and the proposed conceptual landscape plan submitted by the applicant.

9 Freestanding building pads which will not be built on immediately after grading shall be hydroseeded or turfed and maintained along with other required landscaping. Pad areas to be turfed shall be labeled as such on final development plans and a perimeter barrier to prevent vehicular access shall be provided.

Assists in reducing dust and weeds on undeveloped areas Because the freestanding pads are closest to Rosedale Highway and Main Plaza Drive, there is increase visibility of the undeveloped pads. Turfing the freestanding pads provides for a more pleasing view of the pad areas adjacent these highly traveled streets until construction of the sites begins.

10 Applicant shall provide a perimeter barrier (such as curbing) to prevent vehicular access to all major and in-line shop building areas not immediately constructed. Major and in-line shop buildings which will not be constructed immediately after grading shall be, at the option of the developer, either be a) turfed, b) landscaped, or c) treated and maintained with a dust binder.

Assists in reducing dust and weeds on undeveloped areas and provides for aesthetic enhancement of the vacant areas until construction of the sites begins.

11 The applicant shall maintain the area within the tower easement for weed and litter control to reduce fire hazards and nuisance. The method of weed control shall be one that produces minimal dust, such as mowing. Applicant shall install a perimeter barrier along the south boundary of the tower easement to prevent vehicular access into the easement.

Needed for public health, welfare and safety to reduce fire hazard and maintain dust control.

12 In accordance with the RiverLakes Ranch Specific Plan, the applicant shall construct a 6-foot high wall along the northern and western parcel boundaries of the project site, including the fire station, concurrently with the issuance of the first building permit for any major tenant or in-line shop building. Wall would not be required if a building permit is issued for only a freestanding pad.

Ensures consistency with the development policies related to walls contained in the RiverLakes Ranch Specific Plan.

13 Prior to submitting the final development plan, subdivider shall contact the Kern County Fire Department to inquire whether the Department desires a gate in the wall and driveway access directly from the fire station to the shopping center. If the Department desires such an access, the applicant shall coordinate design of the gate and access with the Department and construct the gate and access concurrently with the block wall required along the western perimeter of the center. Applicant shall submit evidence that the inquiry has been made with the Fire Department.

Police power to provide for the public health, welfare and safety.

14 The applicant shall provide a bus shelter and turnout on a concrete pad within the shopping center in the vicinity of the buildings shown as "Major 5" and "Shops B" or in another on-site location mutually agreeable between the applicant and Golden Empire Transit (GET). The bus shelter and turnout and elevation shall be shown on the final development plan. The elevation of the shelter shall be complementary to the center's architecture. Written approval from GET as to location and design shall be submitted with the final development plan. A typical turnout design is attached to these conditions as Exhibit "1.A."

Provides for the public health, welfare and safety.

15 Prior to or with submittal of final development plans, the applicant shall submit an application for a Comprehensive Sign Plan. Plan shall include design of the "Primary Community Entry" signage identified in the RiverLakes Ranch Specific Plan as located at the northwest corner of Rosedale Highway and Main Plaza Drive. No signage, except for temporary construction signs, shall be permitted prior to approval of a comprehensive sign plan.

A comprehensive sign plan requirement is consistent with the condition placed on Phase 1 of the Northwest Promenade Shopping Center. Typically, staff recommends a sign plan be approved by the Commission in order to maintain the flavor and aesthetics of the shopping center.

16 If during construction activities or ground disturbance, cultural resources are uncovered, the subdivider shall stop work and retain a qualified archeologist for further study. Subdivider shall notify the proper authorities and be subject to any mitigation measures required of the archeologist.

Mitigation measure recommended by the Southern San Joaquin Valley Information Center Archeological Inventory as stated in their letter dated June 21, 2000.

SITE PLAN REVIEW

The following are specific items that the Site Plan Review Committee has noted that you need to resolve before you can obtain a building permit or be allowed occupancy. These items may include changes or additions that need to be shown on the final building plans, alert you to specific fees, and/or are comments that will help you in complying with the City's development standards. Each item will note when it is to be completed and they have been grouped by department so that you know who to contact if you have questions.

17. A. DEVELOPMENT SERVICES - BUILDING (staff contact - Phil Burns 661/326-3718)

1. The applicant shall submit 4 copies of grading plans and 2 copies of the preliminary soils report to the Building Division. You must submit a final soils report to the Building Division before they can issue a building permit.

2. Include with the final site plan documentation, or show changes on the final plan that the project complies with all disability requirements of Title 24 of the State Building Code.

3. The applicant shall obtain all required approvals from the Kern County Environmental Health Services Department (2700 "M" Street, Bakersfield, CA; Ph. 661/862-8700) for any food handling facility, (ie. market, delicatessen, café, concession, restaurant) before building permits can be issued.

4. Structures exceeding 10,000 square feet in area shall require installation of an automatic fire sprinkler system.

5. Business identification signs are **not** considered nor approved under this review. A separate review and sign permit from the Building Division is required for all new signs, including future use and construction signs. Signs must comply with the Sign Ordinance (Chapter 17.60).

6. The Building Division will calculate and collect the appropriate school district impact fee at the time they issue a building permit.

17.B. DEVELOPMENT SERVICES - PLANNING (staff contact - Dave Reizer 661/326- 3673)

1. The minimum parking required for this project shall comply with the requirements of BMC Section 17.58.110 (Parking Ordinance) .
For informational purposes the parking has been computed below based on uses shown on the proposed site plan at the rate shown in BMC § 17.58.110, the project requires a minimum of 1,934 spaces. Note that 2,696 parking spaces are shown on the proposed site plan.

Use	*Square Footage*	*Parking Ratio*	*Required Parking*
Shopping Center			
**Gross floor area up to and including 35,000 sq. ft.*	*35,000 sq. ft.*	*1 space/200 sq. ft.*	*175 spaces*
**Gross floor area in excess of 35,000 sq. ft*	*390,506 sq. ft.*	*1 space/250 sq. ft.*	*1,562 spaces*
**Free standing (single user) satellite pads fast food/ restaurants.*	*14,800 sq. ft.*	*1 space/ 75 sq. ft.*	*197 spaces*
		Total Required:	***1,934 spaces***

2. The applicant shall submit one (1) copy of the final landscape plan to the Planning Division, and include a copy of this plan with each set of the final building plans. Building permits will not be issued until the Planning Division has approved the final landscape plan for consistency with approved site plans, zone change conditions of approval, and minimum ordinance standards.

3. Approved landscaping, parking, lighting, and other related site improvements shall be installed and inspected by the Planning Division before final occupancy of any building or site. Please schedule final inspections with Dave Reizer (661/326-3673).

4. A solid masonry wall is required to be constructed adjacent to residentially zoned property as indicated by staff on the returned site plan. This wall must be shown on the final building plans and shall be constructed a minimum height of 6 feet as measured from the highest adjacent finished grade. If the parking lot, including drive aisles, delivery areas, loading and unloading areas are within 10 feet of residentially zoned property, a 7-foot wide landscape strip that includes landscaping consistent with Chapter 17.61 shall be installed between the wall and parking/drive areas (this will also be noted on the returned plan).

5. Parking lot lighting is required by the Bakersfield Municipal Code (Section 17.58.060A). Lights shall be designed, arranged, and shielded to reflect light away from adjacent residential properties and streets. All light fixtures shall be between 15' and 40' above grade with illumination evenly distributed across the parking area. Lighting direction and type of light fixture shall be shown on the final site plan or included with the building plans.

6. Addressing for the project shall be designated as shown by staff on the returned site plan. These address numbers will be the only addresses assigned by the city unless you wish to have a different address program. Internal unit addresses will be only by suite number and will be the responsibility of the owner or developer to assign to each tenant.

   (*It is recommended that you initially assign suite numbers beginning with 100, 200, 300, etc. instead of an alphabetic character. If in the future a tenant space is split, you would then be able to assign a number between these numbers which would keep your suites addressed in numerical order. Keeping an orderly numbering system will make it easier for customers, emergency personnel, mail delivery to find the business.*)

7. Habitat Conservation fees shall be required for this project and will be calculated based on the fee in effect at the time we issue an urban development permit (includes grading plan approvals) as defined in the Implementation/Management Agreement (Section 2.21) for the Metropolitan Bakersfield Habitat Conservation Plan. Upon payment of the fee, the applicant will receive acknowledgment of compliance with Metropolitan Bakersfield Habitat Conservation Plan (Implementation/Management Agreement Section 3.1.4). This fee is currently $1,240 per gross acre, payable to the City of Bakersfield (submit to the Planning Division).

8. Rooftop areas of commercial buildings (eg. office, retail, restaurant, assembly, hotel, hospital, church, school) shall be completely screened by parapets or other finished architectural features constructed to a height of the highest equipment, unfinished structural element or unfinished architectural feature of the building.

9. Open storage of materials and equipment shall be surrounded and screened with a solid wall or fence (screening also applies to gates). This fence shall be at least 6 feet in height and materials shall not be stacked above the height of the fence. *(Note: A taller fence is allowed in commercial and industrial zones. A building permit is only required for fences and walls over 6 feet in height.)*

10. Prior to issuance of a building permit, a common access and parking easement and/or covenant shall been recorded for the shopping center.

17.C. <u>FIRE DEPARTMENT</u> (staff contact - Greg Yates 661/326-3939)

1. Show on the final site plan:

   a. All fire lanes as indicated on the returned plans, or as they may be modified by the Fire Department. Spacing between each sign identifying the fire lane must also be shown on the final plan that meets minimum city standards. The applicant shall install all required fire lane signs before occupancy of any building or portion of any building is allowed.

   b. Both offsite (nearest to site) and on-site fire hydrants with required fire flows. New fire hydrants shall be sited and installed in accordance with the latest adopted version of the California Fire Code. Hydrants must be in working order to assure that adequate fire protection is available during construction unless other arrangements for such protection are approved by the Fire Department. Please provide 2 sets of the engineered water plans to Greg Yates. *(Note: All new fire hydrants must be purchased from the Fire Department.)*

   c. If the project has fire sprinkler or stand pipe systems. The Fire Department will issue guidelines for connection locations (FDC) when automatic sprinkler and stand pipe systems are required.

   d. Project address, including suite number if applicable. If the project is within a shopping or business center, note the name and address of the center.

   e. Name and phone number of the appropriate contact person.

2. The applicant must request an inspection of any underground sprinkler feeds at least 24 hours before they are buried. The Fire Safety Control Division (1715 Chester Avenue, Suite 300, Bakersfield, CA; Ph. 661/326-3951) must complete all on-site inspections of fire sprinkler systems and fire alarm systems before any building is occupied.

3. All access (permanent and temporary) to and around any building under construction must be at least 20 feet wide, contain no vehicle obstructions, and be graded to prevent water ponding. Barricades must be in place where ditches and barriers exist in or cross roadways. Emergency vehicle access must always be reliable.

4. The applicant shall obtain all necessary approvals from the Fire Department for fuel tanks or related facilities before they are installed on the site. Please contact the Environmental Services Division at 661/326-3979 for further information.

5. If you handle hazardous materials or hazardous waste on the site, the Environmental Services Division may require a hazardous material management plan before you can begin operations. Please contact them at 661/326-3979 for further information.

6. If you treat hazardous waste on the site, the Environmental Services Division may require a hazardous waste "Tiered" permit before you can begin operations. Please contact them at 661/326-3979 for further information.

7. If you store hazardous materials on the site in either an underground or a permanent aboveground storage tank, a permit from the Environmental Services Division is required to install and operate these tanks. The Environmental Services Division may also require a Spill Prevention Control and Countermeasure Plan before you can begin operations. Please contact them at 661/326-3979 for further information.

17.D. <u>PUBLIC WORKS - ENGINEERING</u> (staff contact - Lauren Dimberg 661/326-3585)

1. The applicant shall construct curbs, gutters, cross gutters, sidewalks, and street paving along Rosedale Highway and Main Plaza Drive according to adopted city standards. These improvements shall be shown on the final site plan submitted to the Building Division before any building permit will be issued. Deceleration lanes shall be constructed at each entrance of Rosedale Highway. Curb and gutter west of the west entrance on Rosedale Highway to the fire station to be constructed at the ultimate location.

2. The applicant shall install 6 street lights along Rosedale Highway and Main Plaza Drive as shown by staff on the returned site plan. The applicant shall be responsible for providing the labor and materials necessary to energize all newly installed street lights before occupancy of the building or site. These improvements shall be shown on the final site plan submitted to the Building Division before any building permit will be issued.

3. The applicant shall construct standard handicap ramps at each entrance on Rosedale Highway and Main Plaza Drive according to adopted city standards. These improvements shall be shown on the final site plan submitted to the Building Division before any building permit will be issued.

4. The applicant shall install new connection(s) to the public sewer system. This connection shall be shown on the final site plan submitted to the Building Division before any building permit will be issued.

5. All driveways, vehicular access and parking areas shall be paved with a minimum of 2" Type B, A.C. over 3" Class II A.B. according to the Bakersfield Municipal Code (Sections 15.76.020 & 17.58.050 N.) and the adopted standards of the City Engineer. This paving standard shall be noted on the final site plan submitted to the Building Division before any building permit will be issued.

6. If a grading plan is required by the Building Division, a building permit will not be issued until the grading plan is approved by both the Public Works Department and Building Division.

7. If the project generates industrial waste, it shall be subject to the requirements of the Industrial Waste Ordinance. You must obtain an industrial waste permit from the Public Works Department before issuance of the building permit. To find out what type of waste is considered industrial, please contact the waste water treatment superintendent at 661/326-3249.

8. Before you can occupy any building or site, you must reconstruct or repair substandard off-site improvements to adopted city standards as directed by the City Engineer. Please call the construction superintendent at 661/326-3049 to schedule a site inspection to find out what improvements may be required.

9. You must obtain a street permit from the Public Works Department and/or Caltrans before any work can be done within the public right-of-way. Please include a copy of this site plan review decision to the department at the time you apply for this permit.

10. Sewer connection fees shall be paid at the time a building permit is issued. We will base these fees at the rate in effect at the time a building permit is issued.

11. If the project is subject to the provisions of the National Pollutant Discharge Elimination System (NPDES), a "Notice of Intent" (NOI) to comply with the terms of the General Permit to Discharge Storm Water Associated with Construction Activity (WQ Order No. 92-08-DWQ) must be filed with the State Water Resources Control Board in Sacramento before the beginning of any construction activity. Compliance with the general permit requires that a Storm Water Pollution Prevention Plan (SWPPP) be prepared, continuously carried out, and always be available for public inspection during normal construction hours.

12. A transportation impact fee for local and regional facilities shall be paid at the time a building permit is issued. This fee will be based on the traffic study for this project. The Public Works Department will calculate an estimate of the total fee when you submit construction plans for the project.

13. The developer shall, along the entire frontage of the development within Rosedale Highway, construct a landscaped median island. Landscape plans to be approved by the City Parks Department.

14. The developer shall form a maintenance district for operating and maintaining the traffic signal at the main entrance on Rosedale Highway.

17.E. PUBLIC WORKS - TRAFFIC (staff contact - George Gillburg 661/326-3997)

1. Street return type approach(es), if used, shall have 20' minimum radius returns with a 24' minimum throat width.

2. Two-way drive aisles shall be a minimum width of 24 feet. If perpendicular (90°) parking spaces are proposed where a vehicle must back into these aisles, the minimum aisle width shall be 25 feet. All drive aisle widths shall be shown on the final plan.

3. Show the typical parking stall dimensions on the final plan. Minimum parking stall dimensions shall be 9' wide x 18' long. Vehicles may hang over landscape areas, including tree wells, no more than 2½ feet provided required setbacks along street frontages are maintained, and trees and shrubs are protected from vehicles as required by the Planning Division.

4. Proposed Traffic signal on Rosedale Highway at main entrance shall be operational before any part on this phase opens.

5. Construct Rosedale Highway to ultimate width adjacent Freestanding Pad 6.

17.F. <u>PUBLIC WORKS - SOLID WASTE</u> (staff contact - John Wilburn 661/326-3114)

1. Show on the final plan 6, 8' x 10' and 3, 8' x 20' refuse bin enclosures designed according to adopted city standards (Detail #S-43). Before occupancy of the building or site is allowed, 14, 3 cubic yard front loading type refuse bins shall be placed within the required enclosures.

2. Show on the final plan 8 compactor roll-off bin location(s).

3. Before building permits can be issued or work begins on the property, you must contact the staff person noted above to establish the level and type of service necessary for the collection of refuse and/or recycled materials.

4. Facilities that require infectious waste services shall obtain approval for separate infectious waste storage areas from the Kern County Health Department. In no instances shall the refuse bin area be used for infectious waste containment purposes.

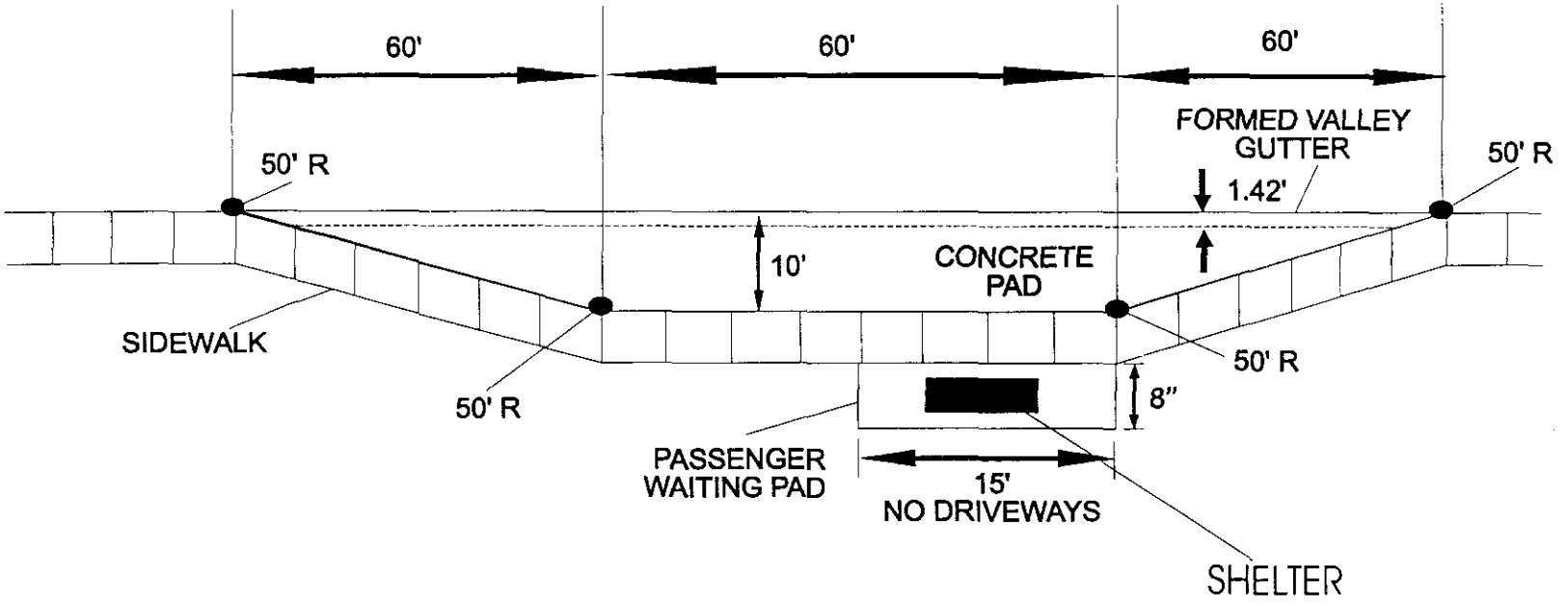
5. Facilities that require grease containment must provide a storage location that is separate from the refuse bin location.

6. Facilities that participate in recycling operations must provide a location that is separate from the refuse containment area.

7. The Solid Waste Division will determine appropriate service levels for refuse collection required for a project. These levels of service are based on how often collection occurs as follows:

   - Can or cart service -- 1 cubic yard/week or less
   - Front loader bin service -- 1 cubic yard/week - 12 cubic yards/day
   - Roll-off compactor service -- More than 12 cubic yards/day

EXHIBIT "A.1."

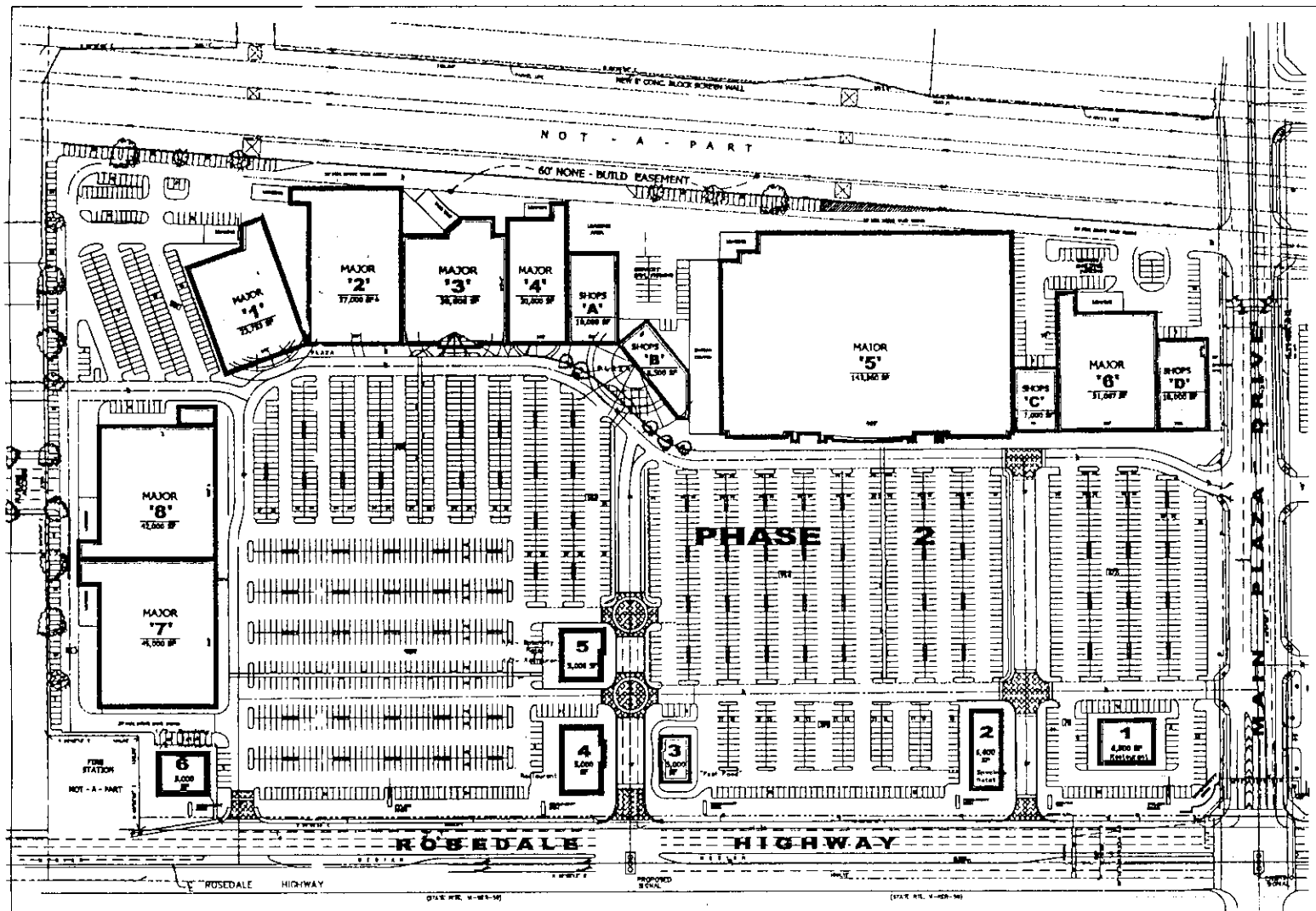


N

Golden Empire Transit District

TURNOUT DESIGN
NORTHWEST PROMENADE
PHASE 2

EXHIBIT "B"



PHASE 2 SITE PLAN

PHASE 2

AREA ANALYSIS

SITE AREA : (gross) ± 52.1 ACRES
(net) ± 43.2 ACRES

BLDG.	USE	BUILDING AREA
MAJOR '1'	(Retail)	23,753 SF
'2'	(Retail)	37,000 SF
'3'	(Retail)	20,000 SF
'4'	(Retail)	30,606 SF
'5'	(Retail)	143,960 SF
'6'	(Retail)	31,087 SF
'7'	(Retail)	45,000 SF
'8'	(Retail)	42,000 SF
SHOPS 'A'	(Retail)	10,000 SF
'B'	(Retail)	8,500 SF
'C'	(Retail)	7,000 SF
'D'	(Retail)	10,000 SF
PAD '1'	(Restaurant)	6,800 SF
'2'	(Specialty Retail)	6,600 SF
'3'	((Fast Food)	3,000 SF
'4'	(Restaurant)	5,000 SF
'5'	(1/2 Fast Food (1/2 Retail)	5,000 SF
'6'	(1/2 Fast Food (1/2 Retail)	5,000 SF

TOTAL G.L.A. : 440,306 SF

PARKING PROVIDED: 2,696 CARS

PARKING RATIO : 6.12 / 1000 SF

PARKING REQUIRED : 1,967 CARS

Project Parking Requirements
Front Pad Bldgs.: 31,400 SF 296Cars

Retail Use : 5/1000 SF (11,800 SF) = 59
Restaurant Use : 13/1000 SF (19,800 SF) = 257.4
Fast Food : 12/1000 SF

In-Line Retail & Shops:
1st 35,000 SF Retail @ 1/200 SF : 35,000 SF : 175 Cars
Rest of Retail @ 1/250 SF : 373,906 SF : 1,494 Cars
TOTAL PARKING REQUIRED : 1,967 Cars

LHA 20027
1"= 60'
NORTH

MAY 18, 2000
REV.: JUNE 6, 2000
JUNE 12, 2000
JUNE 13, 2000
JUNE 27, 2000
JULY 21, 2000

0' 50' 100' 200'

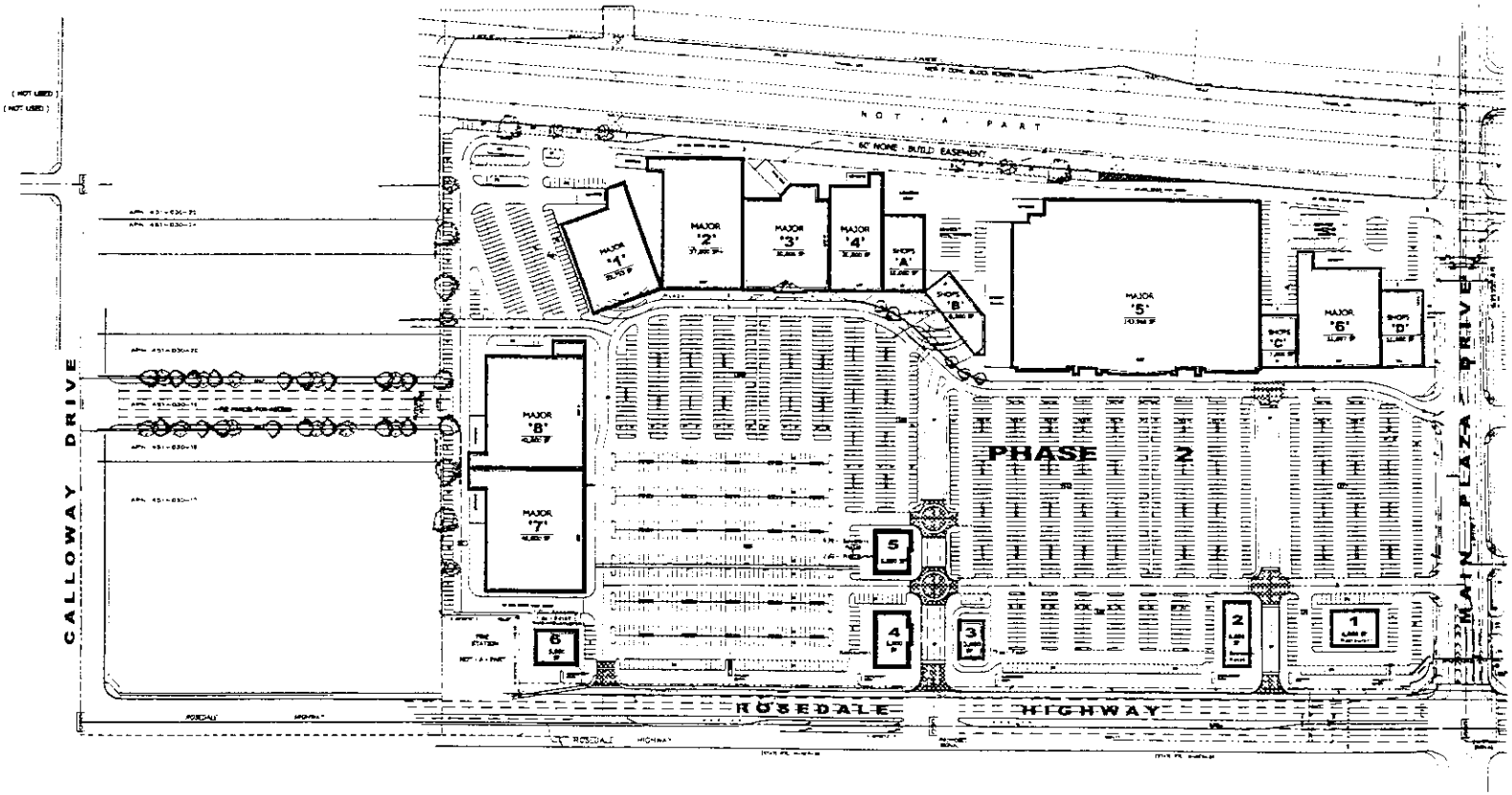
ARCHITECTS
LEIDENFROST/HOROWITZ & ASSOCIATES

NORTHWEST PROMENADE

BAKERSFIELD CALIFORNIA

HOFFER PROPERTIES
2101 STATE ROAD
BAKERSFIELD, CA 93308
TEL: (661) 393-7000 FAX: (661) 393-8734

EXHIBIT "B"



CONCEPTUAL SITE PLAN

ARCHITECTS
LEIDENFROST/HOROWITZ & ASSOCIATES

NORTHWEST PROMENADE

BAKERSFIELD CALIFORNIA

HOPPER PROPE

EXHIBIT "B"

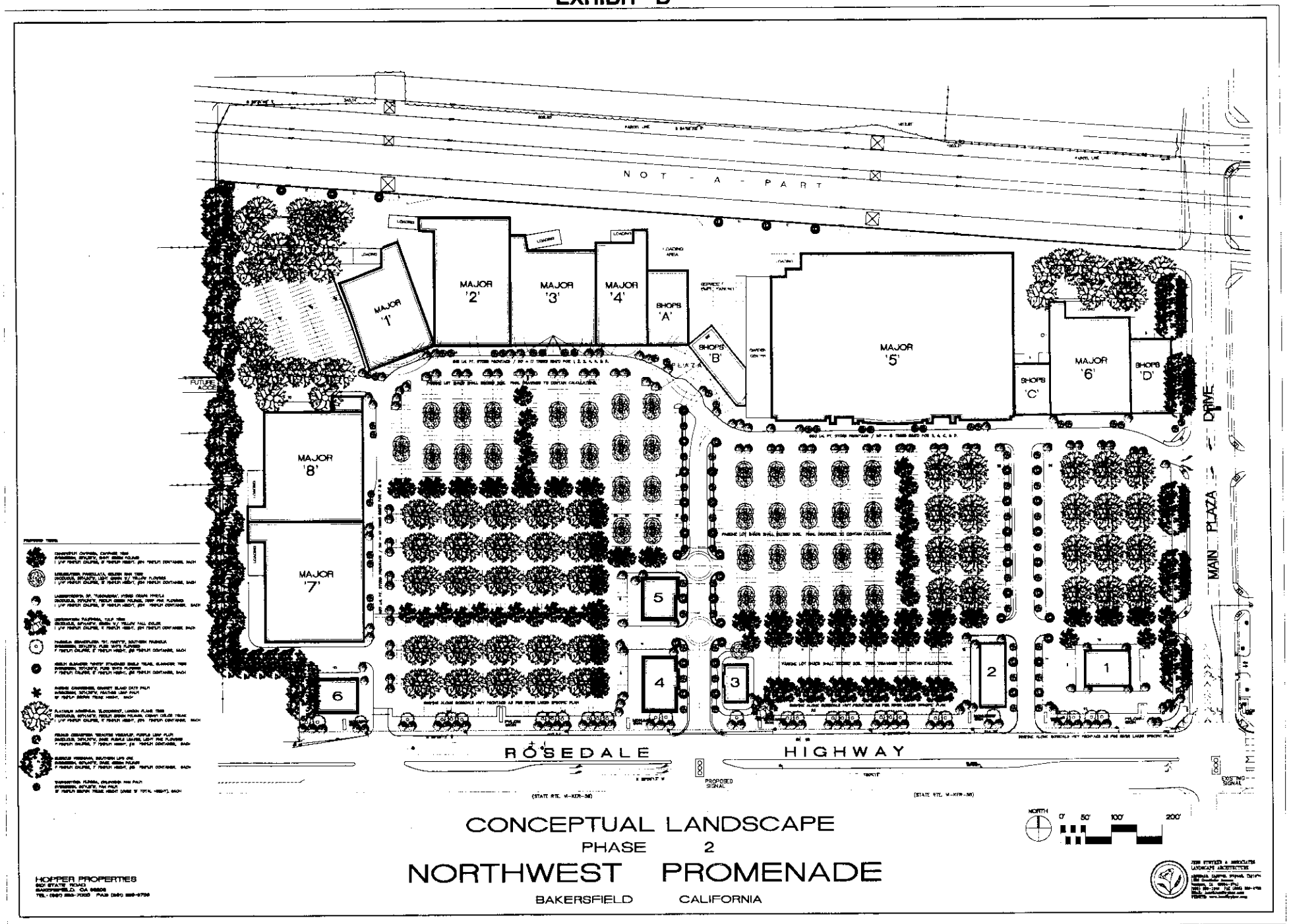
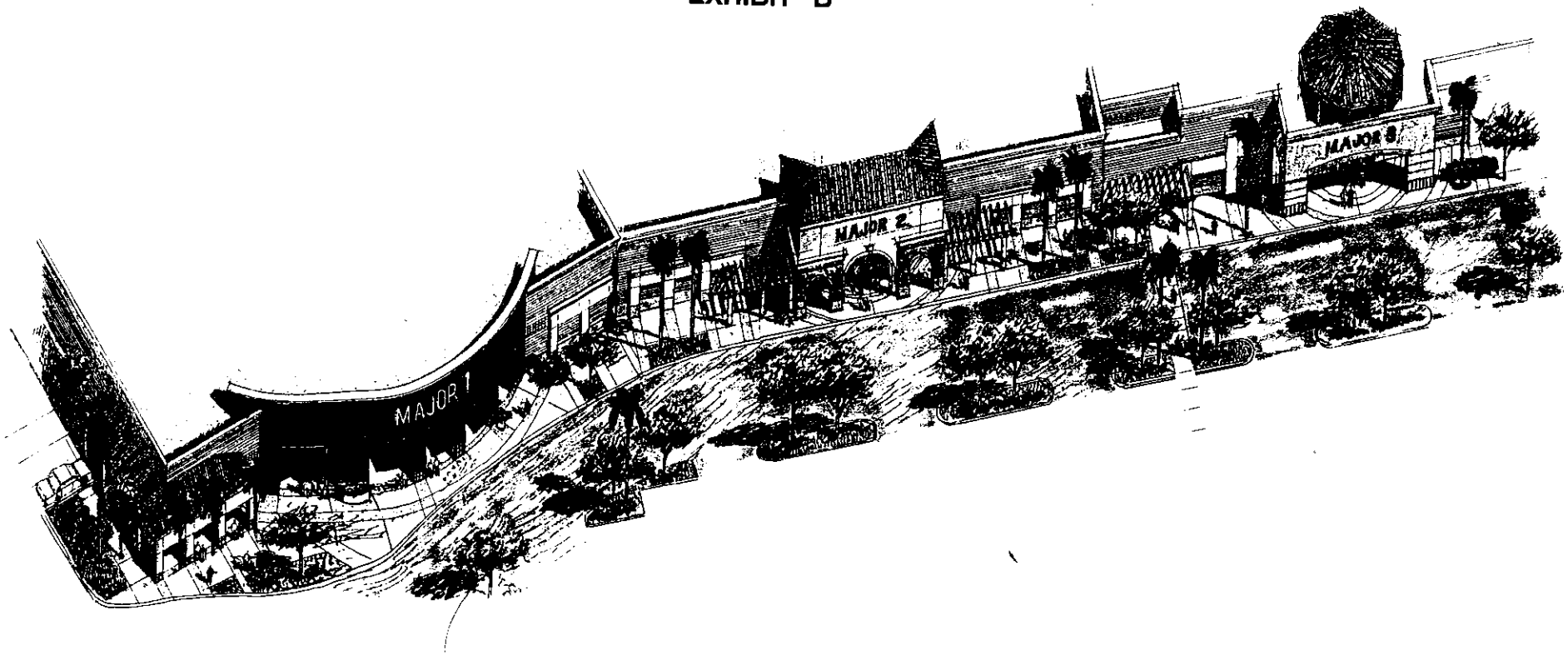
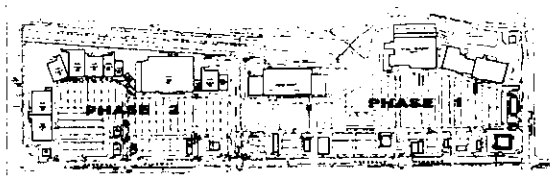

NOT - A - PART
MAJOR '1'
MAJOR '2'
MAJOR '3'
MAJOR '4'
SHOPS 'A'
SHOPS 'B'
MAJOR '5'
SHOPS 'C'
MAJOR '6'
SHOPS 'D'
MAJOR '7'
MAJOR '8'
FUTURE ACCESS
PLAZA
MAIN PLAZA DRIVE
ROSEDALE HIGHWAY
PROPOSED SIGNAL
EXISTING SIGNAL
(STATE RTE. M-KER-58)
NORTH
0' 50' 100' 200'
CONCEPTUAL LANDSCAPE
PHASE 2
NORTHWEST PROMENADE
BAKERSFIELD CALIFORNIA
HOPPER PROPERTIES

EXHIBIT "B"





KEY PLAN

VIGNETTE - 1

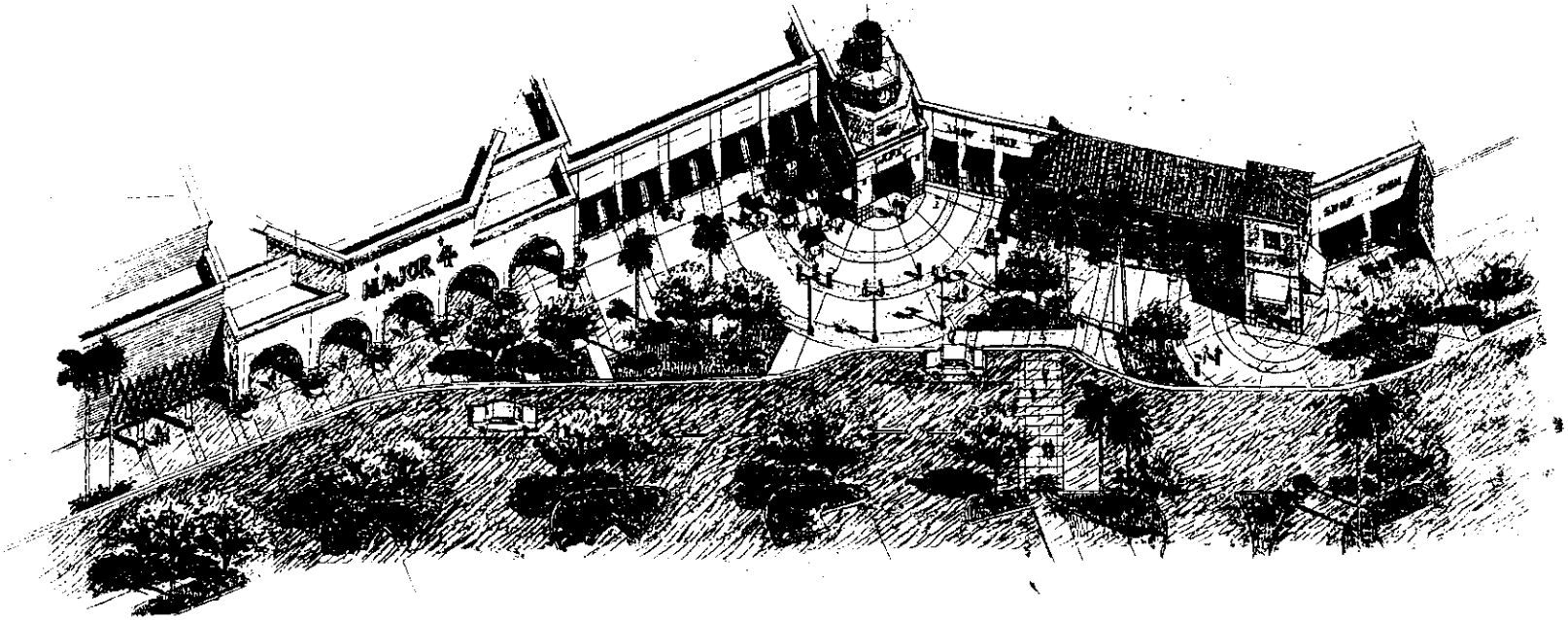
ARCHITECTS
LEIDENFROST/HOROWITZ & ASSOCIATES
GLENDALE CALIFORNIA

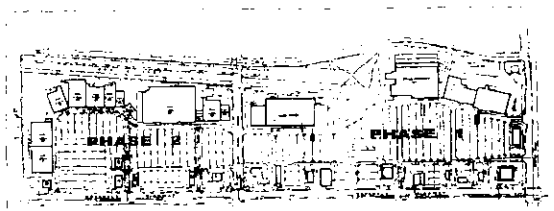
NORTHWEST PROMENADE

BAKERSFIELD CALIFORNIA

HOPPER PROPERTIES
3101 STATE ROAD
BAKERSFIELD, CA 93308
TEL: (661) 393-7000 FAX: (661) 393-8738

EXHIBIT "B"





KEY PLAN

VIGNETTE - 2

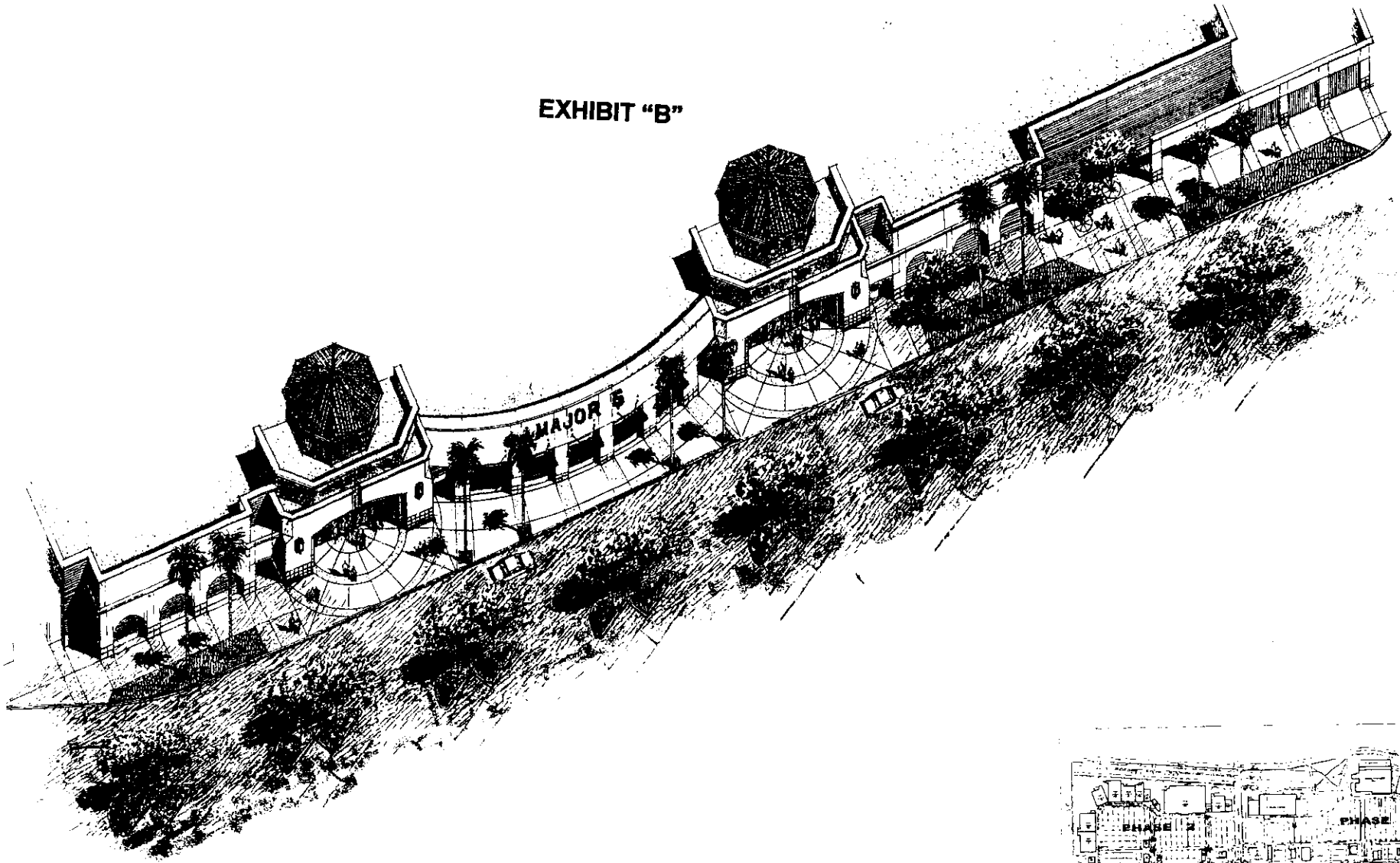
ARCHITECTS
LEIDENFROST/HOROWITZ & ASSOCIATES
GLENDALE CALIFORNIA

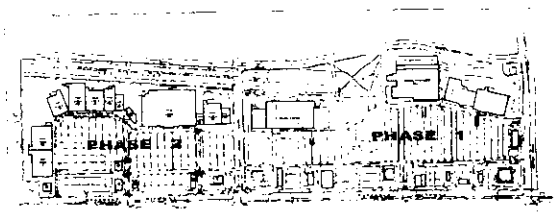
NORTHWEST PROMENADE

BAKERSFIELD CALIFORNIA

HOPPER PROPERTIES
3101 STATE ROAD
BAKERSFIELD, CA 93308
TEL: (661) 393-7000 FAX: (661) 393-8738

EXHIBIT "B"





KEY PLAN

VIGNETTE - 3

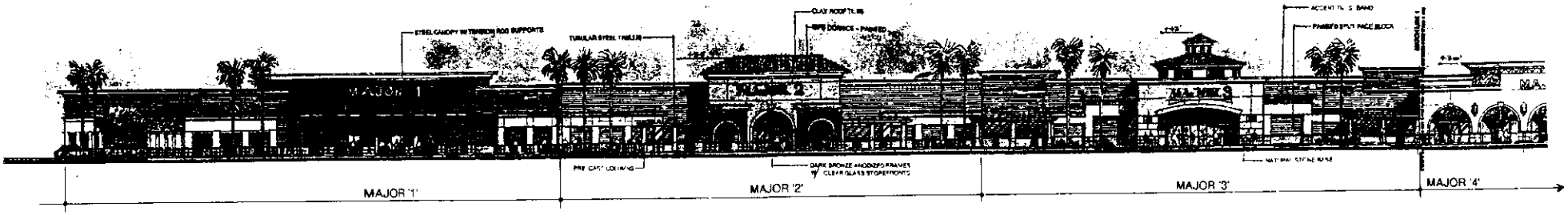
NORTHWEST PROMENADE

BAKERSFIELD CALIFORNIA

ARCHITECTS
LEIDENFROST/HOROWITZ & ASSOCIATES
GLENDALE CALIFORNIA

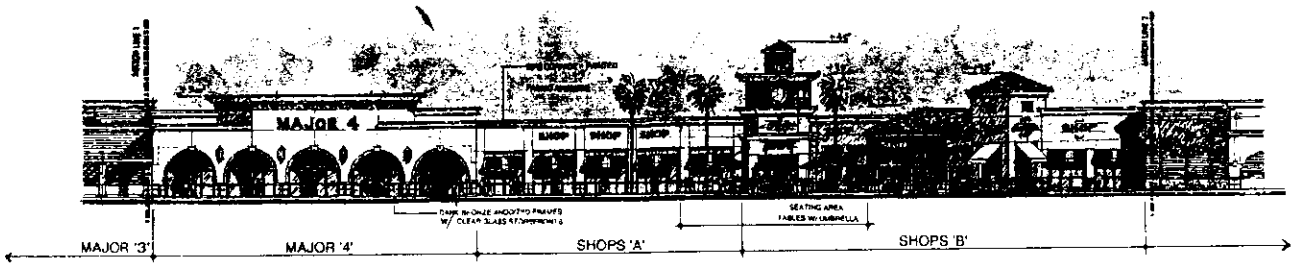
HOPPER PROPERTIES
3101 STATE ROAD
BAKERSFIELD, CA 93308
TEL: (661) 393-7000 FAX: (661) 393-8738

EXHIBIT "B"



SOUTH ELEVATION

SCALE: 1/16" = 1'-0"



SOUTH ELEVATION

SCALE: 1/16" = 1'-0"

BLDG. ELEVATIONS

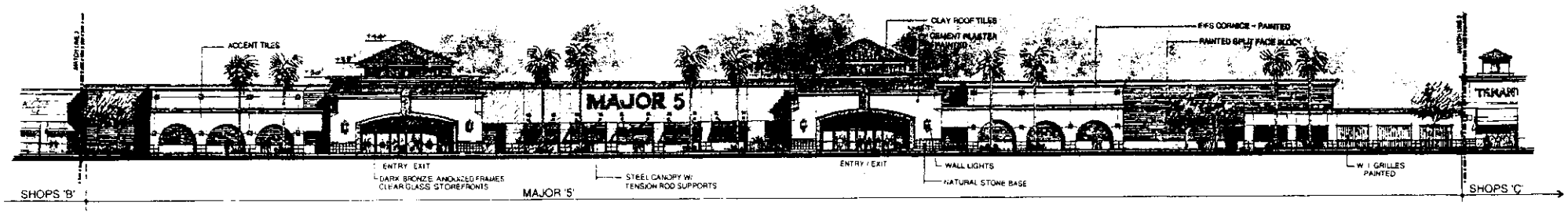
NORTHWEST PROMENADE

BAKERSFIELD CALIFORNIA

ARCHITECTS
LEIDENFROST/HOROWITZ & ASSOCIATES
GLENDALE CALIFORNIA

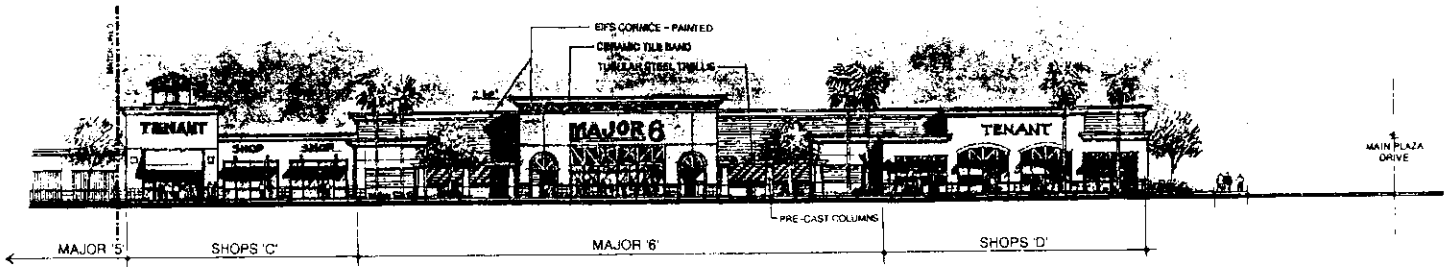
HOPPER PROPERTIES
3101 STATE ROAD
BAKERSFIELD, CA 93308
TEL: (661) 393-7000 FAX: (661) 393-8738

EXHIBIT "B"



SOUTH ELEVATION

SCALE 1/16" = 1' 0"



SOUTH ELEVATION

SCALE 1/16" = 1' - 0"

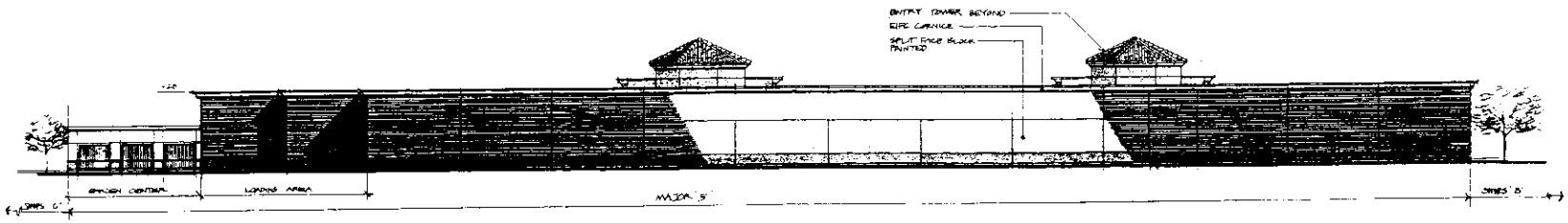
BLDG. ELEVATIONS

ARCHITECTS
LEIDENFROST/HOROWITZ & ASSOCIATES
GLENDALE CALIFORNIA

NORTHWEST PROMENADE
BAKERSFIELD CALIFORNIA

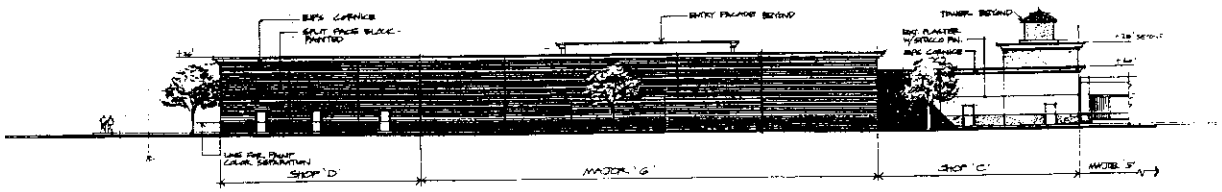
HOPPER PROPERTIES
3101 STATE ROAD
BAKERSFIELD, CA 93308
TEL: (661) 393-7000 FAX: (661) 393-8738

EXHIBIT "B"



NORTH ELEVATION

SCALE: 1/16" = 1'-0"



NORTH ELEVATION

SCALE: 1/16" = 1'-0"

BLDG. ELEVATIONS

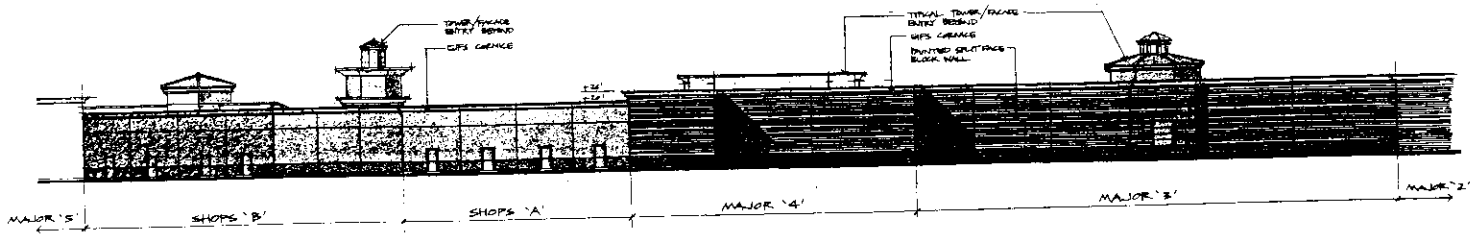
ARCHITECTS
LEIDENFROST/HOROWITZ & ASSOCIATES
1833 VICTORY BOULEVARD GLENDALE, CALIFORNIA 91201 (818) 246-5050

NORTHWEST PROMENADE

BAKERSFIELD CALIFORNIA

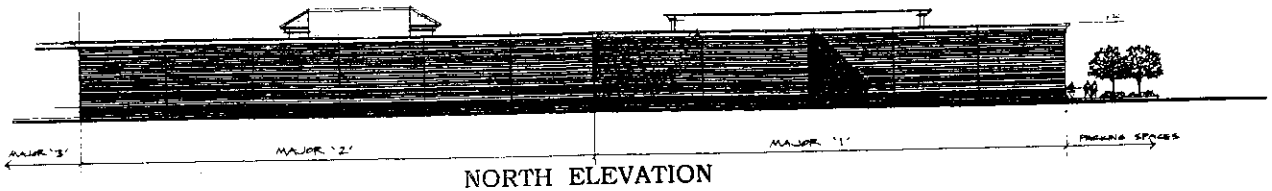
HOPPER PROPERTIES
3101 STATE ROAD
BAKERSFIELD, CA 93306
TEL: (661) 393-7000 FAX: (661) 393-8738

EXHIBIT "B"

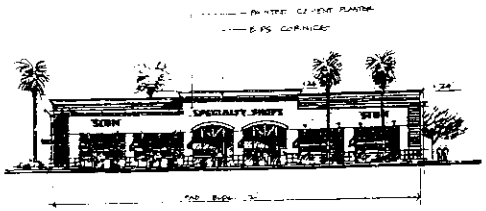


NORTH ELEVATION

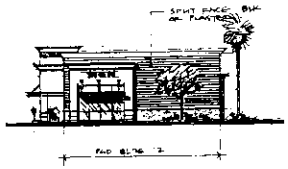
SCALE 1/16" = 1'-0"



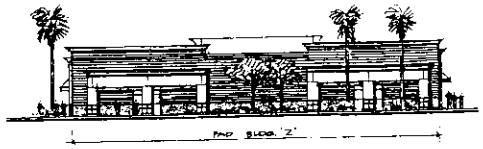
NORTH ELEVATION



WEST ELEVATION



SOUTH ELEVATION



EAST ELEVATION

NORTH ELEVATION

BLDG. ELEVATIONS

ARCHITECTS
LEIDENFROST/HOROWITZ & ASSOCIATES
1833 VICTORY BOULEVARD GLENDALE, CALIFORNIA 91201 (818) 246-6057

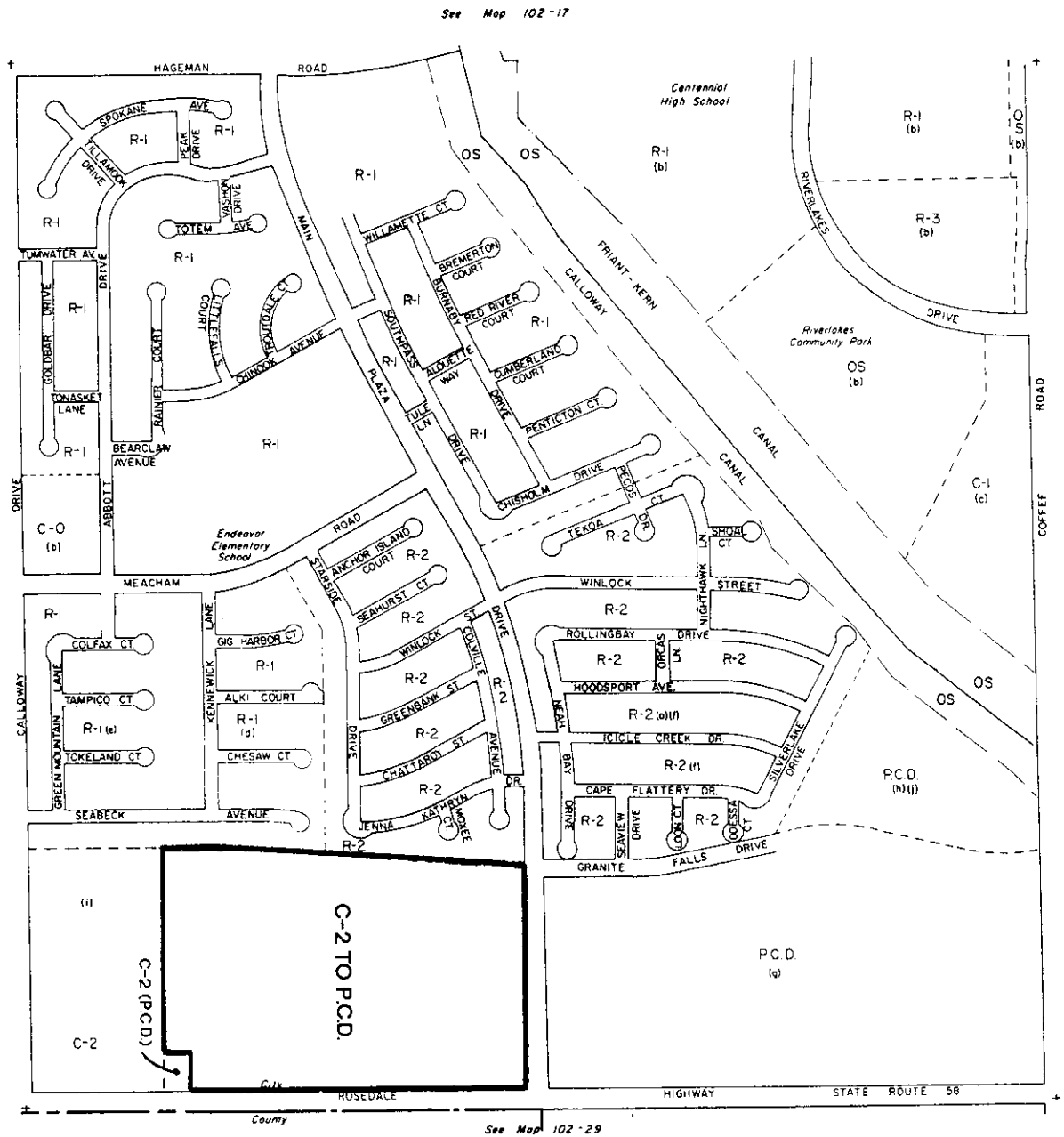
NORTHWEST PROMENADE
BAKERSFIELD CALIFORNIA

HOPPER PROPERTIES
3101 STATE ROAD
BAKERSFIELD, CA 93308
TEL (661) 393-7000 FAX (661) 393-8738

CITY OF BAKERSFIELD

ZONING MAP 102-20

SEC. 20 T. 29S R. 27E



LEGEND

- CITY LIMIT BOUNDARY
- ZONE DISTRICT BOUNDARY
- SCHOOLS
- PUBLIC PARKS

R-S	RESIDENTIAL SUBURBAN ZONE
R-S-1A	RESIDENTIAL SUBURBAN (ONE ACRE MINIMUM LOT SIZE) ZONE
R-S-2.5A	RESIDENTIAL SUBURBAN (TWO-AND-ONE-HALF ACRE MINIMUM LOT SIZE) ZONE
R-S-5A	RESIDENTIAL SUBURBAN (FIVE ACRE MINIMUM LOT SIZE)
R-S-10A	RESIDENTIAL SUBURBAN (TEN ACRE MINIMUM LOT SIZE)
R-1	ONE FAMILY DWELLING ZONE
R-2	LIMITED MULTIPLE FAMILY DWELLING ZONE (1 unit / 2500 sq. ft. of lot area)
R-3	LIMITED MULTIPLE FAMILY DWELLING ZONE (1 unit / 1250 sq. ft. of lot area)
R-4	MULTIPLE FAMILY DWELLING ZONE (1 units / 600 sq. ft. of lot area)
P.U.D.	PLANNED UNIT DEVELOPMENT ZONE
RH	RESIDENTIAL HOLDING ZONE
C-O	COMMERCIAL AND PROFESSIONAL OFFICE ZONE
C-1	LIMITED COMMERCIAL ZONE
C-2	COMMERCIAL ZONE
C-C	CIVIC CENTER ZONE
P.C.D.	PLANNED COMMERCIAL DEVELOPMENT ZONE
M-1	LIGHT MANUFACTURING ZONE
M-2	GENERAL MANUFACTURING ZONE
OS	OPEN SPACE
RE	RECREATION ZONE
A	AGRICULTURE ZONE
A-20A	AGRICULTURAL (TWENTY ACRE MINIMUM LOT SIZE) ZONE
P	AUTOMOBILE PARKING ZONE
CH	CHURCH ZONE
HOSP	HOSPITAL ZONE
D	ARCHITECTURAL DESIGN ZONE
AD	ARCHITECTURAL DESIGN ZONE
AA	AIRPORT APPROACH ZONE
FP-P	FLOODPLAIN PRIMARY ZONE
FP-S	FLOODPLAIN SECONDARY ZONE
W	OIL WELL ZONE
TT	TRAVEL TRAILER PARK ZONE
MH	MOBILE HOME ZONE

EXHIBIT "C"
ZONE CHANGE
P00-0519

WE HEREBY CERTIFY THAT THIS ZONING MAP WAS APPROVED AND RECOMMENDED FOR ADOPTION IN THIS FORM BY RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA, AT A REGULAR MEETING THEREOF, HELD ON THE 15TH DAY OF JANUARY, 1989

CHAIRMAN, PLANNING COMMISSION

SECRETARY, PLANNING DIRECTOR

WE HEREBY CERTIFY THAT THIS ZONING MAP WAS ADOPTED AS A SUBSECTION OF SECTION 17.06.020 OF TITLE 17 OF THE MUNICIPAL CODE BY THE CITY COUNCIL OF THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA, AT A REGULAR MEETING HELD ON THE 15TH DAY OF MARCH, 1989 BY AN ORDINANCE PASSED BY SAID COUNCIL

MAYOR, CITY OF BAKERSFIELD

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

north

REVISED 10/2/89, 3/27/90, 7/13/90, 6/10/92, 12/16/92, 8/13/93, 11/18/93, 1/27/94, 2/17/94, 8/1/94, 6/14/95, 3/20/96, 6/26/96

0 500 1000

AMENDMENTS:

(a) ORD. 3264 Dated: 11/29/89
(b) ORD. 3363 Dated: 5/22/91 (ZC 5094)
(c) ORD. 3398 Dated: 8/28/91 (ZC 5158)
(d) ORD. 3446 Dated: 1/29/92 (ZC 5265)
(e) ORD. 3448 Dated: 3/11/92 (ZC 5274)
(f) ORD. 3573 Dated: 12/15/93 (ZC 5491)
(g) ORD. 3758 Dated: 4/9/97 (ZC P96-494)
(h) ORD. 3867 Dated: 10/7/98 (ZC 98-462)
(i) ORD. 3932 Dated: 11/17/99 (ZC 99-123)
(j) ORD. 3936 Dated: 11/17/99 (ZC 99-515)

ZONING MAP 102-20

EXHIBIT "D"

PCD ZONE CHANGE #P00-0519
NORTHWEST PROMENADE PHASE 2
LEGAL DESCRIPTION

PARCELS 1 AND 2 OF PARCEL MAP 6521, IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA, AS PER MAP FILED SEPTEMBER 15,1983 IN BOOK 30, PAGE 6 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL THAT PORTION OF SAID LAND LYING WITHIN THE SOUTH HALF OF SECTION20, TOWNSHIP 29 SOUTH, RANGE 27 EAST, M. D. B. M., ALL OIL, GAS AND OTHER MINERALS CONTAINED WITHIN THE PROPERTY HEREINABOVE DESCRIBED WHETHER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED; ALL OIL, GAS AND OTHER MINERAL RIGHTS BELONGING OR APPERTAINING TO SAID PROPERTY; THE EXCLUSIVE RIGHT TO PROSPECT FOR, DRILL FOR, PRODUCE, MINE, EXTRACT AND REMOVE OIL, GAS AND OTHER MINERALS UPON, FROM AND THROUGH SAID PROPERTY; THE EXCLUSIVE RIGHT TO INJECT IN, STORE UNDER AND THEREAFTER Withdraw FROM SAID PROPERTY OIL, GAS AND OTHER MINERALS AND PRODUCTS THEREOF WHETHER PRODUCED FROM SAID PROPERTY OR ELSEWHERE; THE EXCLUSIVE RIGHT TO DRILL AND OPERATE WHATEVER WELLS, CONSTRUCT, INSTALL, OPERATE, MAINTAIN AND REMOVE WHATEVER FACILITIES AND DO WHATEVER ELSE MAY BE REASONABLY NECESSARY ON AND IN SAID PROPERTY FOR THE FULL ENJOYMENT AND EXERCISE OF THE RIGHTS SO EXCEPTED AND RESERVED; AND THE UNRESTRICTED RIGHT OF INGRESS TO AND EGRESS FROM SAID PROPERTY FOR ALL SUCH PURPOSES; BUT GRANTOR AND ITS SUCCESSORS AND ASSIGNS, SHALL COMPENSATE GRANTEE AND ITS SUCCESSORS AND ASSIGNS, UPON DEMAND FOR ANY AND ALL DAMAGES CAUSED TO IMPROVEMENTS AND GROWING CROPS UPON SAID PROPERTY BY THE ENJOYMENT OR EXERCISE OF THE RIGHTS SO EXCEPTED AND RESERVED AS EXCEPTED IN THE DEED FROM KERN COUNTY LAND COMPANY, A DELAWARE CORPORATION, RECORDED MARCH 13, 1969 IN BOOK 4256, PAGE 762 AND RE-RECORDED MARCH 28, 1969 IN BOOK 4261, PAGE 402, BOTH OF OFFICIAL RECORDS.

BY INSTRUMENT RECORDED SEPTEMBER 8, 1983 IN BOOK 5587, PAGE 61 OF OFFICIAL RECORDS, TENNECO WEST, INC. WAIVED THE RIGHT OF SURFACE INGRESS AND EGRESS AND TO A DEPTH OF 500 FEET BELOW THE SURFACE OF SAID LAND; With THE EXCEPTION OF 16 DRILL SITES THEREIN DESCRIBED, AND AS SHOWN ON SAID PARCEL MAP; AND 8 STORM DRAIN SUMP SITES,
AS THEREIN DESCRIBED.

BY INSTRUMENT ENTITLED, "MEMORANDUM OF WAIVER OF SURFACE RIGHTS OF ACCESS AGREEMENT," TENNECO WEST, INC. A DELAWARE CORPORATION, WAIVED ITS SURFACE RIGHTS OF ACCESS TO SAID LAND UPON THE TERMS AND CONDITIONS CONTAINED IN AN UNRECORDED AGREEMENT DATE0 FEBRUARY 10, 1986, AND FEBRUARY 11, 1986, SAID MEMORANDUM RECORDED OCTOBER 8, 1987 IN BOOK 6055, PAGE 1386 OF OFFICIAL RECORDS.

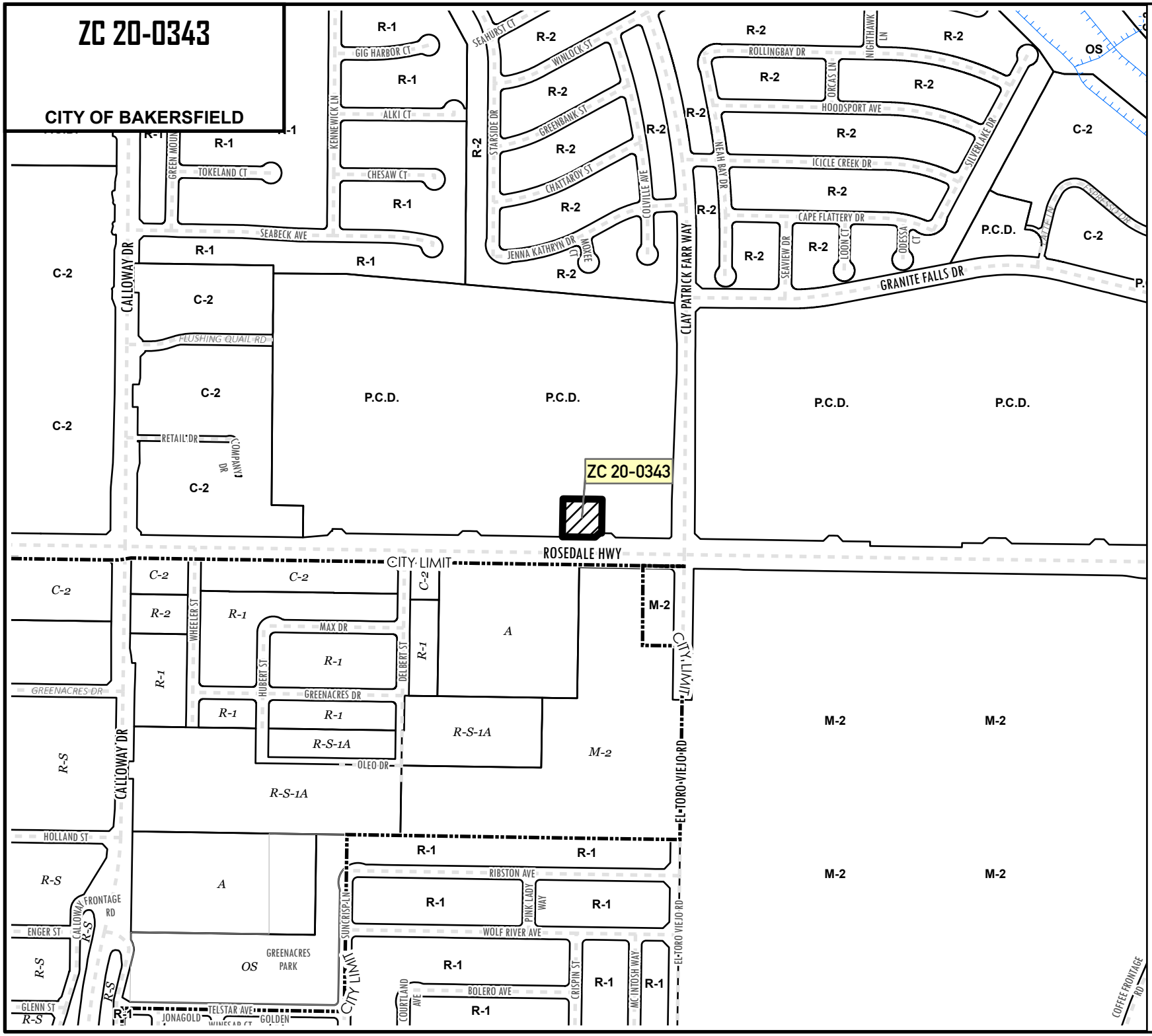
52.1 ± acres

Exhibit B

(Location Map)

ZC 20-0343

CITY OF BAKERSFIELD



LEGEND (ZONE DISTRICTS)

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

BAKERSFIELD

Feet
0 300 600

Document Name: 2020_11_10zc

Exhibit C

(Legal Description)

LEGEND

AB	= AGGREGATE BASE
AC	= ASPHALT CONCRETE
BLK	= CONCRETE BLOCK
BS	= BACK OF SIDEWALK
CB	= CATCH BASIN
CF	= CURB FACE
CL	= CENTERLINE
CLF	= CHAIN LINK FENCE
CO	= CLEANOUT
DCV	= DETECTOR CHECK VALVE
DS	= ROOF DOWNSPOUT
EG	= EDGE OF GUTTER
EP	= EDGE OF PAVEMENT
FD	= FOUND
FDC	= FIRE DEPT. CONNECTION
FF	= FINISHED FLOOR
FG	= FINISHED GRADE
FH	= FIRE HYDRANT
FL	= FLOW LINE
FS	= FINISHED SURFACE
GB	= GRADE BREAK
GM	= GAS METER
GR	= TOP OF GRATE
GV	= GAS VALVE
HP	= HIGH POINT
HT	= HEIGHT
ICV	= IRRIGATION CONTROL VALVE
INV	= INVERT
IP	= IRON PIPE
LS	= LIGHT STANDARD
L&T	= LEAD & TAG
MH	= MANHOLE
NG	= NATURAL GROUND
N&T	= NAIL & TAG
OHW	= OVERHEAD WIRE
PB	= PULL BOX
PCC	= CONCRETE
PIV	= POST INDICATOR VALVE
PL	= PROPERTY LINE
RD	= ROOF DRAIN
RWH	= REDWOOD HEADER
SCB	= SIGNAL CONTROL BOX
SMH	= SEWER MANHOLE
SPK	= SPIKE
SW	= SIDEWALK
TC	= TOP OF CURB
TE	= TRASH ENCLOSURE
TP	= TELEPHONE POLE
TRAN	= TRANSITION
TRANS	= TRANSFORMER
TRW	= TOP OF RETAINING WALL
TW	= TOP OF WALL
UG	= UNDERGROUND
UP	= UTILITY POLE
VAR	= VARIABLE
W	= WASHER
WDF	= WOOD FENCE
WM	= WATER METER
WV	= WATER VALVE
N.	= NORTH
S.	= SOUTH
E.	= EAST
W.	= WEST
N'LY	= NORTHERLY
S'LY	= SOUTHERLY
E'LY	= EASTERLY
W'LY	= WESTERLY
N/O	= NORTH OF
S/O	= SOUTH OF
E/O	= EAST OF
W/O	= WEST OF
℄	= PROPERTY LINE
℄	= CENTERLINE
R/W	= RIGHT OF WAY
Δ	= DELTA
R	= RADIUS
L	= LENGTH
T	= TANGENT
M	= MEASURED DATA
C	= CALCULATED DATA
(RAD)	= RADIAL BEARING
PRO	= PROPORTIONATE MEASUREMENT
(210.00' R)	= RECORD DATA
210.00' M.	= MEASURED DATA
210.00' PRO.	= PRORATED DATA
210.00' C.	= CALCULATED DATA
(427.00) TC	= EXISTING ELEVATION
427.00 TC	= DESIGN ELEVATION
CATV	= CABLE TV LINE
E	= ELECTRICAL LINE
FW	= FIRE WATER LINE
G	= GAS LINE
GB	= GRADE BREAK LINE
R	= RIDGE LINE
S	= SEWER LINE
SD	= STORM DRAIN LINE
T	= TELEPHONE LINE
W	= WATER LINE

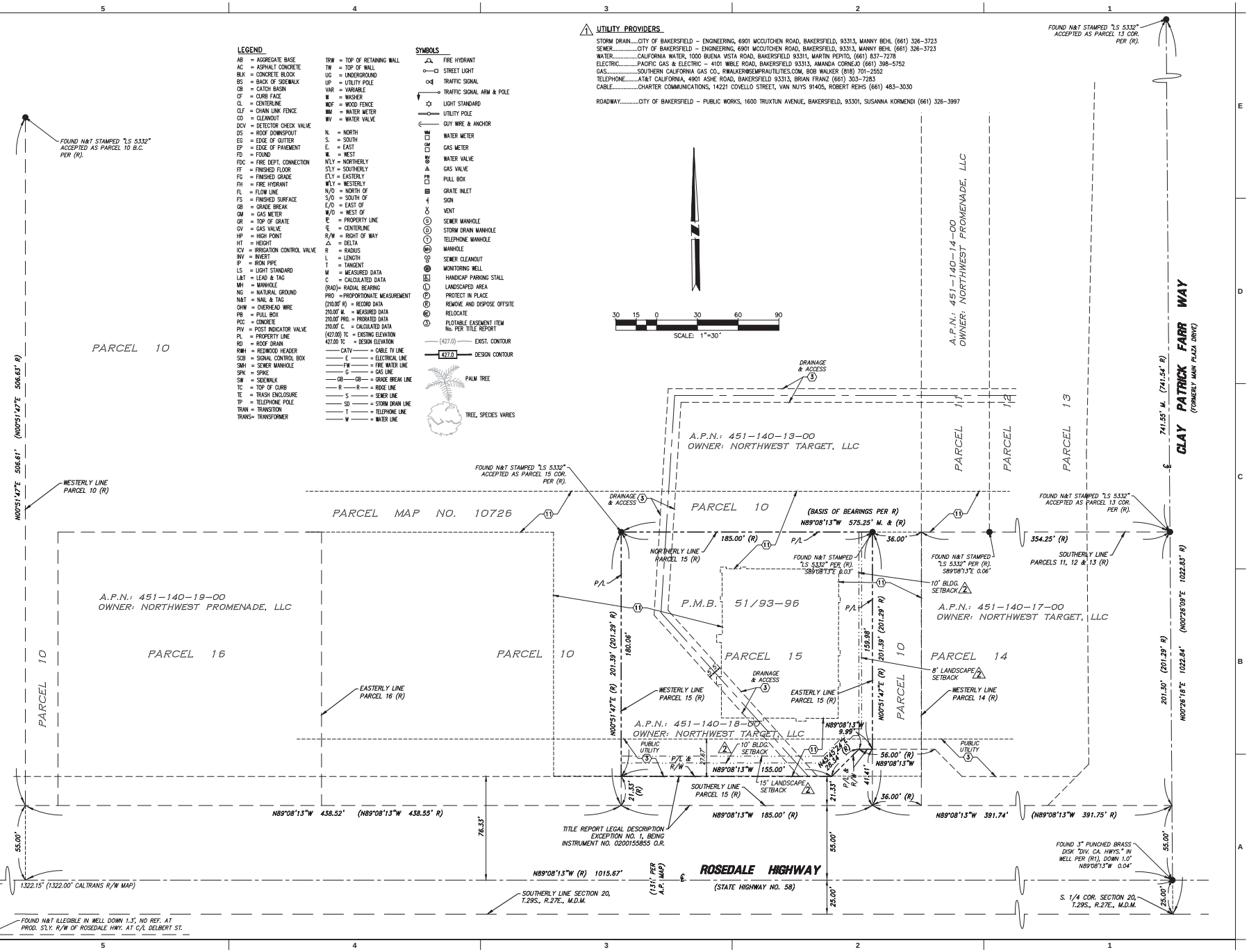
SYMBOLS

FIRE HYDRANT
STREET LIGHT
TRAFFIC SIGNAL
TRAFFIC SIGNAL ARM & POLE
LIGHT STANDARD
UTILITY POLE
GUY WIRE & ANCHOR
WATER METER
GAS METER
WATER VALVE
GAS VALVE
PULL BOX
GRATE INLET
SIGN
VENT
SEWER MANHOLE
STORM DRAIN MANHOLE
TELEPHONE MANHOLE
MANHOLE
SEWER CLEANOUT
MONITORING WELL
HANDICAP PARKING STALL
LANDSCAPED AREA
PROTECT IN PLACE
REMOVE AND DISPOSE OFFSITE
RELOCATE
PLOTABLE EASEMENT ITEM No. PER TITLE REPORT
(427.0) EXIST. CONTOUR
427.0 DESIGN CONTOUR
PALM TREE
TREE, SPECIES VARIES

1 UTILITY PROVIDERS

STORM DRAIN.....CITY OF BAKERSFIELD – ENGINEERING, 6901 MCCUTCHEN ROAD, BAKERSFIELD, 93313, MANNY BEHL (661) 326–3723
SEWER.....CITY OF BAKERSFIELD – ENGINEERING, 6901 MCCUTCHEN ROAD, BAKERSFIELD, 93313, MANNY BEHL (661) 326–3723
WATER.....CALIFORNIA WATER, 1000 BUENA VISTA ROAD, BAKERSFIELD 93311, MARTIN PEPITO, (661) 837–7278
ELECTRIC.....PACIFIC GAS & ELECTRIC – 4101 WIBLE ROAD, BAKERSFIELD 93313, AMANDA CORNEJO (661) 398–5752
GAS.....SOUTHERN CALIFORNIA GAS CO., RWALKER@SEMPRAUTILITIES.COM, BOB WALKER (818) 701–2552
TELEPHONE.....AT&T CALIFORNIA, 4901 ASHE ROAD, BAKERSFIELD 93313, BRIAN FRANZ (661) 303–7283
CABLE.....CHARTER COMMUNICATIONS, 14221 COVELLO STREET, VAN NUYS 91405, ROBERT REIHS (661) 483–3030

ROADWAY.....CITY OF BAKERSFIELD – PUBLIC WORKS, 1600 TRUXTUN AVENUE, BAKERSFIELD, 93301, SUSANNA KORMENDI (661) 326–3997



Chick-fil-A
5200 Buffington Road
Atlanta, Georgia
30349-2998

Prepared by:
JOSEPH C. TRUXAW & ASSOCIATES, INC.
Civil Engineers and Land Surveyors
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(714) 935–0106 (FAX)

LICENSED LAND SURVEYOR
STEPHEN M. HAGER
NO. 6161
EXP. 3–31–22
STATE OF CALIFORNIA

CHICK-FIL-A
ROSEDALE HWY & CLAY PATRICK FARR
9030 ROSEDALE HIGHWAY
BAKERSFIELD, CA 93312

FSU# 04799

REVISION SCHEDULE

NO.	DATE	DESCRIPTION
1	9/22/20	ADDITIONAL STREET MON., BDY. ADJUST.
2	10/28/20	PLOT SETBACKS STATEMENT OF ENCROACHMENTS

ENGINEER'S PROJECT #	CFA20036
PRINTED FOR	ENTITLEMENT
DATE	08/31/20
DRAWN BY	SDS

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SHEET
ALTA/NSPS LAND TITLE SURVEY

SHEET NUMBER
2 of 3

TITLE REPORT

THIS SURVEY AND EASEMENTS SHOWN HEREON ARE BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT PREPARED BY:

FIRST AMERICAN TITLE INSURANCE COMPANY
4380 LA JOLLA VILLAGE DRIVE, SUITE 110
SAN DIEGO, CA 92122
(858) 410-2151
COMMITMENT NUMBER: NCS-1020122-SD
COMMITMENT DATE: JULY 06, 2020
TITLE OFFICER: TRXY BROWN / JANICE TREANOR

LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 15 OF PARCEL MAP 10726 IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA AS PER MAP RECORDED DECEMBER 15, 2000 IN BOOK 51, PAGE 93, OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION SAID LAND CONVEYED TO THE STATE OF CALIFORNIA IN DEED RECORDED DECEMBER 6, 2000 AS INSTRUMENT NO. 0200155855 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM FROM ALL THAT PORTION OF SAID LAND LYING WITHIN THE SOUTH HALF OF SECTION 20, TOWNSHIP 29 SOUTH, RANGE 27 EAST, M.D.B.M., ALL OIL, GAS AND OTHER MINERALS CONTAINED WITHIN THE PROPERTY HEREIN ABOVE DESCRIBED WHETHER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED; ALL OIL, GAS AND OTHER MINERAL RIGHTS BELONGING OR APPERTAINING TO SAID PROPERTY; THE EXCLUSIVE RIGHT TO PROSPECT FOR, DRILL FOR, PRODUCE, MINE, EXTRACT AND REMOVE OIL, GAS AND OTHER MINERALS UPON, FROM AND THROUGH SAID PROPERTY; THE EXCLUSIVE RIGHT TO INJECT IN, STORE UNDER AND THEREAFTER WITHDRAW FROM SAID PROPERTY OIL, GAS AND OTHER MINERALS AND PRODUCTS THEREOF WHETHER PRODUCED FROM SAID PROPERTY OR ELSEWHERE; THE EXCLUSIVE RIGHT TO DRILL AND OPERATE WHATEVER WELLS, CONSTRUCT, INSTALL, OPERATE, MAINTAIN AND REMOVE WHATEVER OTHER FACILITIES AND DO WHATEVER ELSE MAY BE REASONABLY NECESSARY ON AND IN SAID PROPERTY FOR THE FULL ENJOYMENT AND EXERCISE OF THE RIGHTS SO EXCEPTED AND RESERVED; AND THE UNRESTRICTED RIGHT OF INGRESS TO AND EGRESS FROM SAID PROPERTY FOR ALL SUCH PURPOSES; BUT GRANTOR AND ITS SUCCESSORS AND ASSIGNS, SHALL COMPENSATE GRANTEE AND ITS SUCCESSORS AND ASSIGNS, UPON DEMAND FOR ANY AND ALL DAMAGES CAUSED TO IMPROVEMENTS AND GROWING CROPS UPON SAID PROPERTY BY THE ENJOYMENT OR EXERCISE OF THE RIGHTS SO EXCEPTED AND RESERVED AS EXCEPTED IN THE DEED FROM KERN COUNTY LAND COMPANY, A DELAWARE CORPORATION, RECORDED MARCH 13, 1969 IN BOOK 4256, PAGE 762 AND RE-RECORDED MARCH 28, 1969 IN BOOK 4261, PAGE 402 BOTH OF OFFICIAL RECORDS.

BY INSTRUMENT ENTITLED WAIVER OF SURFACE ACCESS RECORDED OCTOBER 10, 2000 AS INSTRUMENT NO. 0200126668 OF OFFICIAL RECORDS, OXY RESOURCES CALIFORNIA LLC WAIVED ITS RIGHT OF SURFACE ACCESS FROM THE SURFACE OF SAID LAND TO A DEPTH OF 500 FEET BELOW THE SURFACE OF SAID LAND.

APN: 451-140-18-00-2

EASEMENT NOTES

REFER TO TITLE REPORT FOR ADDITIONAL INFORMATION AND DETAILS:

1 ITEM THAT DEALS WITH TAXES.

2 ITEM THAT DEALS WITH TAXES.

(3) AN EASEMENT SHOWN OR DEDICATED ON THE MAP OF PARCEL MAP NO. 10726 RECORDED DECEMBER 15, 2000 AND ON FILE IN BOOK 51, PAGE 93-96, OF PARCEL MAPS.
FOR: PUBLIC UTILITY, DRAINAGE AND ACCESS AND INCIDENTAL PURPOSES.

4 THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "COVENANT RELATING TO ISSUANCE OF CERTIFICATE OF OCCUPANCY" RECORDED DECEMBER 15, 2000 AS INSTRUMENT NO. 0200160324 OF OFFICIAL RECORDS.

NOTE: SAID DOCUMENT AFFECTS THE SUBJECT PROPERTY IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.

5 THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "COVENANT RELATING TO REMOVAL OF GROUNDWATER UPON SUBDIVISION" RECORDED DECEMBER 15, 2000 AS INSTRUMENT NO. 0200160325 OF OFFICIAL RECORDS.

NOTE: SAID DOCUMENT AFFECTS THE SUBJECT PROPERTY IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.

6 THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "COVENANT DISCLOSING INCLUSION IN MAINTENANCE DISTRICT" RECORDED DECEMBER 15, 2000 AS INSTRUMENT NO. 0200160326 OF OFFICIAL RECORDS.

NOTE: SAID DOCUMENT AFFECTS THE SUBJECT PROPERTY IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.

7 THE TERMS, PROVISIONS AND EASEMENT(S) CONTAINED IN THE DOCUMENT ENTITLED "OPERATION AND EASEMENT AGREEMENT" RECORDED JANUARY 12, 2001 AS INSTRUMENT NO. 0201004921 OF OFFICIAL RECORDS.

NOTE: SAID DOCUMENT AMONG OTHER ITEMS, INCLUDES NON-EXCLUSIVE EASEMENTS FOR INGRESS, EGRESS, PARKING, UTILITIES, CONSTRUCTION, MAINTENANCE, RECONSTRUCTION, SIGNS AND CITY ACCESS TO COMMON AREAS. SAID EASEMENTS ARE BLANKET IN NATURE AND NOT PLOTTED HEREON. REFER TO SAID DOCUMENT FOR FULL PARTICULARS.

EASEMENT NOTES

8 THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "RESTRICTIVE COVENANTS AND YARD AGREEMENT" RECORDED JANUARY 12, 2001 AS INSTRUMENT NO. 0201004922 OF OFFICIAL RECORDS.

NOTE: SAID DOCUMENT AFFECTS THE SUBJECT PROPERTY AND INCLUDES AMONG OTHER ITEMS BUILDING CONSTRUCTION RESTRICTIONS AND IS NOT PLOTTED HEREON. REFER TO SAID DOCUMENT FOR FULL PARTICULARS.

9 TERMS AND PROVISIONS OF AN UNRECORDED LEASE DATED NOVEMBER 10, 2000, BY AND BETWEEN NORTHWEST TARGET, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS LESSOR AND ROSS STORES, INC., A DELAWARE CORPORATION AS LESSEE, AS DISCLOSED BY A MEMORANDUM OF LEASE RECORDED FEBRUARY 06, 2001 AS INSTRUMENT NO. 0201016309 OF OFFICIAL RECORDS.

DEFECTS, LIENS, ENCUMBRANCES OR OTHER MATTERS AFFECTING THE LEASEHOLD ESTATE, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS ARE NOT SHOWN HEREIN.

AFFECTS: THE LAND AND OTHER PROPERTY.

NOTE: SAID DOCUMENT IS A LEASE AGREEMENT FOR A ROSS STORE AND INCLUDES BLANKET RESTRICTIONS NOT PLOTTED HEREON. AMONG AMONG OTHER ITEMS THE DOCUMENT INCLUDES AN EXHIBIT SHOWING A SHOPPING CENTER ACCESS DRIVE HATCHED AS A "CONTROL AREA". REFER TO SAID DOCUMENT FOR FULL PARTICULARS.

10 TERMS AND PROVISIONS OF AN UNRECORDED LEASE DATED FEBRUARY 05, 2001, BY AND BETWEEN NORTHWEST TARGET, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS LESSOR AND AARON BROTHERS, INC., A DELAWARE CORPORATION AS LESSEE, AS DISCLOSED BY A MEMORANDUM OF SHOPPING CENTER LEASE RECORDED FEBRUARY 14, 2001 AS INSTRUMENT NO. 0201019761 OF OFFICIAL RECORDS.

DEFECTS, LIENS, ENCUMBRANCES OR OTHER MATTERS AFFECTING THE LEASEHOLD ESTATE, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS ARE NOT SHOWN HEREIN.

AFFECTS: THE LAND AND OTHER PROPERTY.

NOTE: SAID DOCUMENT IS NOT A SURVEY ITEM AND IS NOT PLOTTED HEREON.

(11) TERMS AND PROVISIONS OF AN UNRECORDED LEASE DATED DECEMBER 04, 2001, BY AND BETWEEN NORTHWEST TARGET, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS LESSOR AND PIER 1 IMPORTS (U.S.), INC., A DELAWARE CORPORATION AS LESSEE, AS DISCLOSED BY A MEMORANDUM OF LEASE RECORDED JUNE 11, 2002 AS INSTRUMENT NO. 0202093298 OF OFFICIAL RECORDS.

DEFECTS, LIENS, ENCUMBRANCES OR OTHER MATTERS AFFECTING THE LEASEHOLD ESTATE, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS ARE NOT SHOWN HEREIN.

NOTE: SAID DOCUMENT INCLUDES AN EXHIBIT FOR A "NO BUILD AREA" FOR THE CURRENT TENANT'S SITE AREA EXCLUDING THE BUILDING. SAID AREA LIMITS IS APPROXIMATELY PLOTTED HEREON. REFER TO SAID DOCUMENT FOR FULL PARTICULARS.

12 TERMS AND PROVISIONS OF AN UNRECORDED LEASE DATED DECEMBER 27, 2019, BY AND BETWEEN NORTHWEST TARGET, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS LESSOR AND ULTA SALON, COSMETICS & FRAGRANCE, INC., A DELAWARE CORPORATION AS LESSEE, AS DISCLOSED BY A MEMORANDUM OF LEASE RECORDED JANUARY 22, 2020 AS INSTRUMENT NO. 220008868 OF OFFICIAL RECORDS.

DEFECTS, LIENS, ENCUMBRANCES OR OTHER MATTERS AFFECTING THE LEASEHOLD ESTATE, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS ARE NOT SHOWN HEREIN.

AFFECTS: THE LAND AND OTHER PROPERTY.

NOTE: SAID DOCUMENT IS NOT A SURVEY ITEM AND IS NOT PLOTTED HEREON.

13 WE FIND NO OUTSTANDING VOLUNTARY LIENS OF RECORD AFFECTING SUBJECT PROPERTY. AN INQUIRY SHOULD BE MADE CONCERNING THE EXISTENCE OF ANY UNRECORDED LIEN OR OTHER INDEBTEDNESS WHICH COULD GIVE RISE TO ANY SECURITY INTEREST IN THE SUBJECT PROPERTY.

14 PRIOR TO CLOSING, THE COMPANY MUST CONFIRM WHETHER THE COUNTY RECORDING OFFICE IN WHICH THE LAND IS LOCATED HAS CHANGED ITS ACCESS POLICIES DUE TO THE COVID-19 OUTBREAK. IF RECORDING HAS BEEN RESTRICTED, SPECIFIC UNDERWRITING APPROVAL IS REQUIRED; AND, ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE MADE.

15 WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.

16 RIGHTS OF PARTIES IN POSSESSION.

SITE AREA

THE SUBJECT SITE, PER TITLE REPORT DESCRIPTION CONTAINS APPROXIMATELY:

(1) 32,910 SQ. FT. OR 0.756 ACRES

BASIS OF BEARINGS

THE BEARING NORTH 89°08'13" WEST FOR THE NORTHERLY LINES OF PARCELS 15 AND 14 AS SHOWN ON PARCEL MAP NO. 10726, FILED IN BOOK 51, PAGES 93-96 OF PARCEL MAPS, RECORDS OF KERN COUNTY, STATE OF CALIFORNIA, WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.

RECORD DATA

(R) = RECORD DATA PER PARCEL MAP NO. 10726, BOOK 51, PAGES 93-96

(1) (R1) = RECORD DATA PER PARCEL MAP NO. 10456, BOOK 49, PAGES 86-90

BENCHMARK

CITY OF BAKERSFIELD BENCHMARK

ELEVATION = 398.33 FEET

FOUND BRASS DISK STAMPED "1012" IN MONUMENT WELL ALONG ROSEDALE HIGHWAY EAST OF THE INTERSECTION OF FRUITVALE AVENUE.

PER CITY COORDINATES LIST: (STATE PLANE COORDINATES)
233,2327523.85,6241405.28,398.33, MT ROSEDALE & FRUITVALE

FLOOD ZONE

COMMUNITY PANEL NUMBER: 06029C1825E, EFFECTIVE DATE: 09/26/2008

ZONE X (UNSHADED); PROPERTY NOT IN A SPECIAL FLOOD HAZARD AREA, AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

INFORMATION OBTAINED FROM CERTIFIED FLOOD SYSTEMS, INC. ON 8/6/2020

PARKING COUNT

15 PARKING STALLS EXIST WITHIN SUBJECT SITE LEGAL DESCRIPTION.
(INCLUDES 2 HANDICAP STALLS)

SITE PLANNING DATA

DISCLAIMER: INFORMATION PROVIDED BY 4G DEVELOPMENT AND CONSULTING, INC IN THE SITE INVESTIGATION REPORT DATED 08/04/2020.

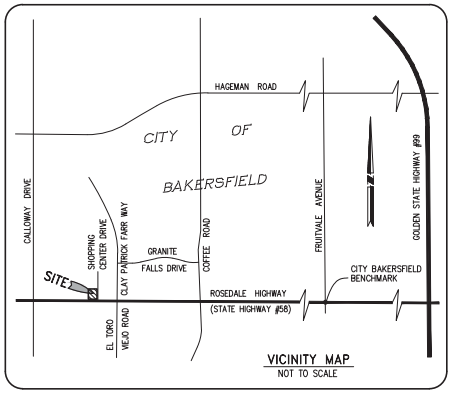
ZONED: PCD (PLANNED COMMERCIAL DEVELOPMENT)
LAND USES CLASSIFIED AS BEING WITHIN A PCD ZONE INCLUDES REGIONAL COMMERCIAL (C-2), DESIGN CRITERIA ARE PER STANDARDS IN THE C-2 ZONE.

FUTURE LAND USE DESIGNATION: METROPOLITAN BAKERSFIELD GENERAL PLAN

MAXIMUM BUILDING HEIGHT: 90 FEET.

SETBACKS

BUILDING:	LANDSCAPE:
NORTH = N/A	NORTH = N/A
WEST = N/A	WEST = N/A
EAST = 10 FEET	EAST = 8 FEET
SOUTH = 10 FEET	SOUTH = 15 FEET



VICINITY MAP
NOT TO SCALE

SURVEYOR'S NOTES

1. IT IS NOT WITHIN THE PURVIEW OF THIS SURVEYOR TO MAKE DETERMINATIONS OF OWNERSHIP. AS TO "ENCROACHMENTS" SPECIFICALLY, NO INFERENCE TO SUCH DETERMINATION IS INTENDED OR IMPLIED.
2. LOCATIONS OF UNDERGROUND UTILITIES / STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES / STRUCTURES MAY EXIST. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES / STRUCTURES. THE LOCATIONS OF UNDERGROUND FEATURES SHOWN HEREON ARE PLOTTED FROM AVAILABLE RECORD INFORMATION AND VISIBLE SURFACE INDICATIONS. BEFORE ANY EXCAVATIONS ARE PERFORMED, UTILITY PURVEYORS SHOULD BE CONTACTED FOR VERIFICATION OF UTILITY TYPE AND FIELD LOCATIONS.
3. VEHICULAR ACCESS TO THE "SUBJECT SITE" IS CURRENTLY FROM DRIVE ENTRANCES ALONG ROSEDALE HIGHWAY, CLAY PATRICK FARR WAY AND ACROSS ADJACENT PARCELS.
4. ALL MATTERS SHOWN ON RECORDED PLATS LISTED IN RECORD DATA HEREON THAT ARE PERTINENT TO THE SURVEY OF THE SUBJECT SITE ARE SHOWN ON THIS ALTA SURVEY HEREON.
5. AT THE TIME OF SURVEY NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING, CONSTRUCTION OR ADDITIONS WERE OBSERVED ON THE SUBJECT SITE.
6. NO RECENT CHANGES IN STREET RIGHTS-OF-WAY OR STREET CONSTRUCTION OR REPAIRS WERE OBSERVED AT THE TIME OF SURVEY.

SURVEY CERTIFICATION

TO: CHICK-FIL-A, INC. AND FIRST AMERICAN TITLE INSURANCE COMPANY.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 5, 6(a), 7, 8, 9, 11, 13, 16 & 17 OF "TABLE A" THEREOF.
(1) THE FIELD WORK WAS COMPLETED ON AUGUST 11 AND SEPTEMBER 11, 2020.

THIS CERTIFICATION IS SUBMITTED PURSUANT TO SECTION 8770.6 OF THE PROFESSIONAL LAND SURVEYORS ACT, BUSINESS AND PROFESSIONS CODE, STATE OF CALIFORNIA.

10/28/2020
STEPHEN M. HAGER — DATE
REGISTERED LAND SURVEYOR NO. 6161

PROFESSIONAL LAND SURVEYOR — STEPHEN M. HAGER — NO. 6161 — EXP. 3-31-22 — STATE OF CALIFORNIA

Chick-fil-A
5200 Buffington Road
Atlanta, Georgia
30349-2998

Prepared by:
JOSEPH C. TRUXAW & ASSOCIATES, INC.
Civil Engineers and Land Surveyors
1915 W. ORANGEWOOD AVE.
SUITE 101
ORANGE, CA 92868
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(714) 935-0106 (FAX)

CHICK-FIL-A
ROSEDALE HWY & CLAY PATRICK FARR
9030 ROSEDALE HIGHWAY
BAKERSFIELD, CA 93312

FSU# 04799

REVISION SCHEDULE

NO.	DATE	DESCRIPTION
1	9/22/20	ADDITIONAL STREET MON., BDY ADJUST.
2	10/28/20	PLOT SETBACKS STATEMENT OF ENCROACHMENTS

ENGINEER'S PROJECT #	CFA20036
PRINTED FOR	ENTITLEMENT
DATE	08/31/20
DRAWN BY	SDS

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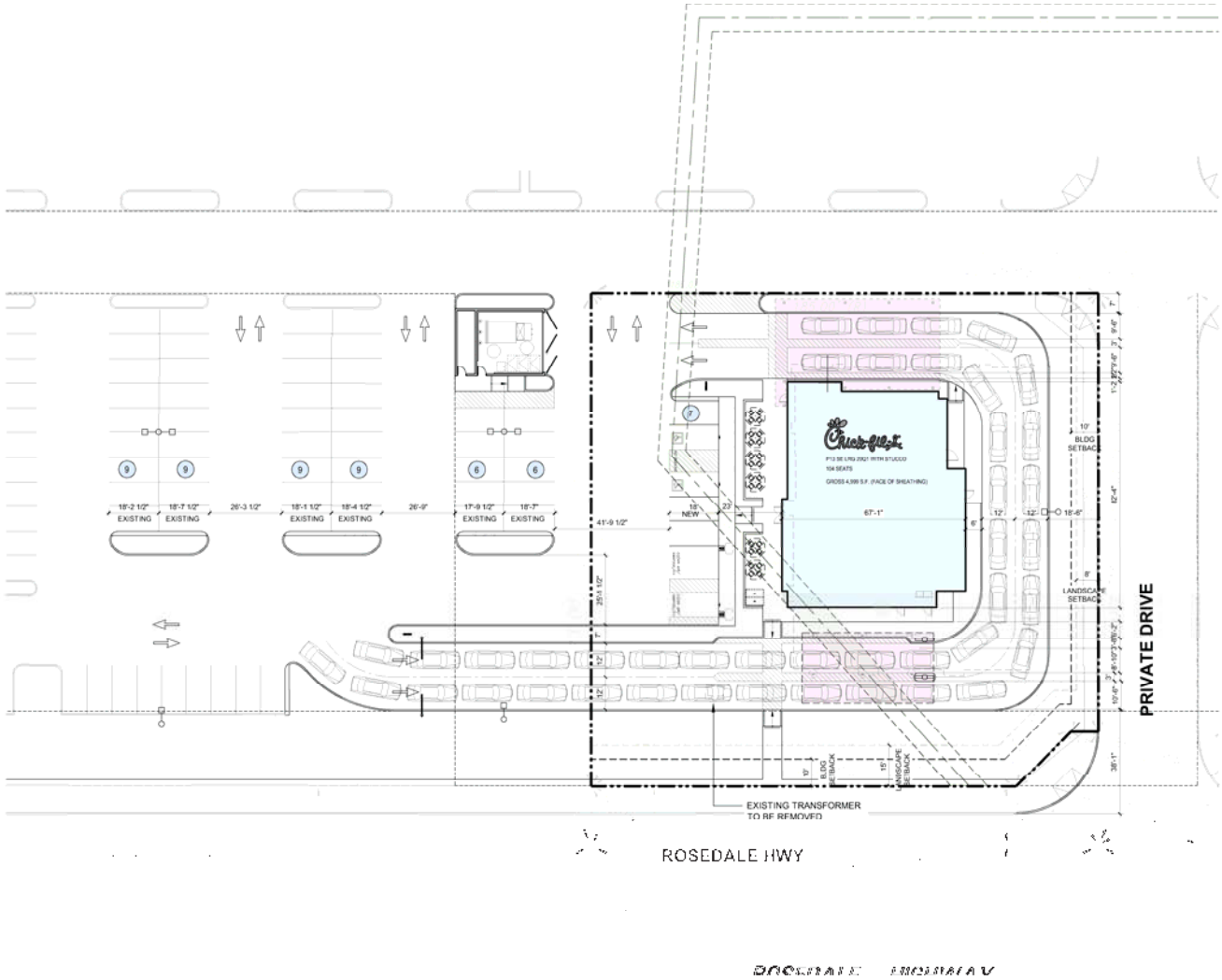
SHEET
ALTA/NSPS LAND TITLE SURVEY

SHEET NUMBER
1 of 3

Exhibit D
(Site Plans)



BUILDING DATA

OCCUPANCY	A2 RESTAURANT
FIRE SPRINKLERS	YES
CONSTRUCTION TYPE	V-B
SITE AREA:	32,910 S.F.
BUILDING AREA:	4,999 SF
FAR:	.15
ZONING:	PCD - PLANNED COMMERCIAL DEVELOPMENT
APN:	451-140-18-00-2

PARKING

PARKING REQUIREMENT:	1 PER 75 SF OF GROSS FLOOR AREA
BUILDING AREA:	4,999 S.F.
PATIO AREA:	24 SEATS
SPACES REQUIRED:	4,999/ 75 = 67 SPACES REQUIRED
SPACES PROVIDED:	48 SPACES PROVIDED
BIKE RACKS PROVIDED:	2 (4 SPACES)

EXISTING

EXISTING USE:	PIER 1 IMPORTS
EXIST. BUILDING AREA:	9,460 S.F.

2 VICINITY MAP

SITE STATISTICS

7 SPACES TOTAL
35 SPACES LOST
PROPOSED PARCEL AREA: 32,910 S.F.
43 CAR STACK
ORDER POINT: 10TH CAR AT INNER LANE

SITE PLAN

1" = 20'-0"

GRAPHIC SCALE

NORTH

Chick-fil-A
5200 Buffington Road
Atlanta, Georgia
30349-2998

crho architects
1833 E. 17th Street
3rd Floor - Suite 301
Santa Ana, CA 92705
Phone 714.832.1834

CHICK-FIL-A

ROSEDALE HWY & CLAY PATRICK FARR
9030 ROSEDALE HWY
BAKERSFIELD, CA

FSR# 04799

PRINTED FOR: Plang, Building, Etc.
DATE: 03-17-20
DRAWN BY: SL

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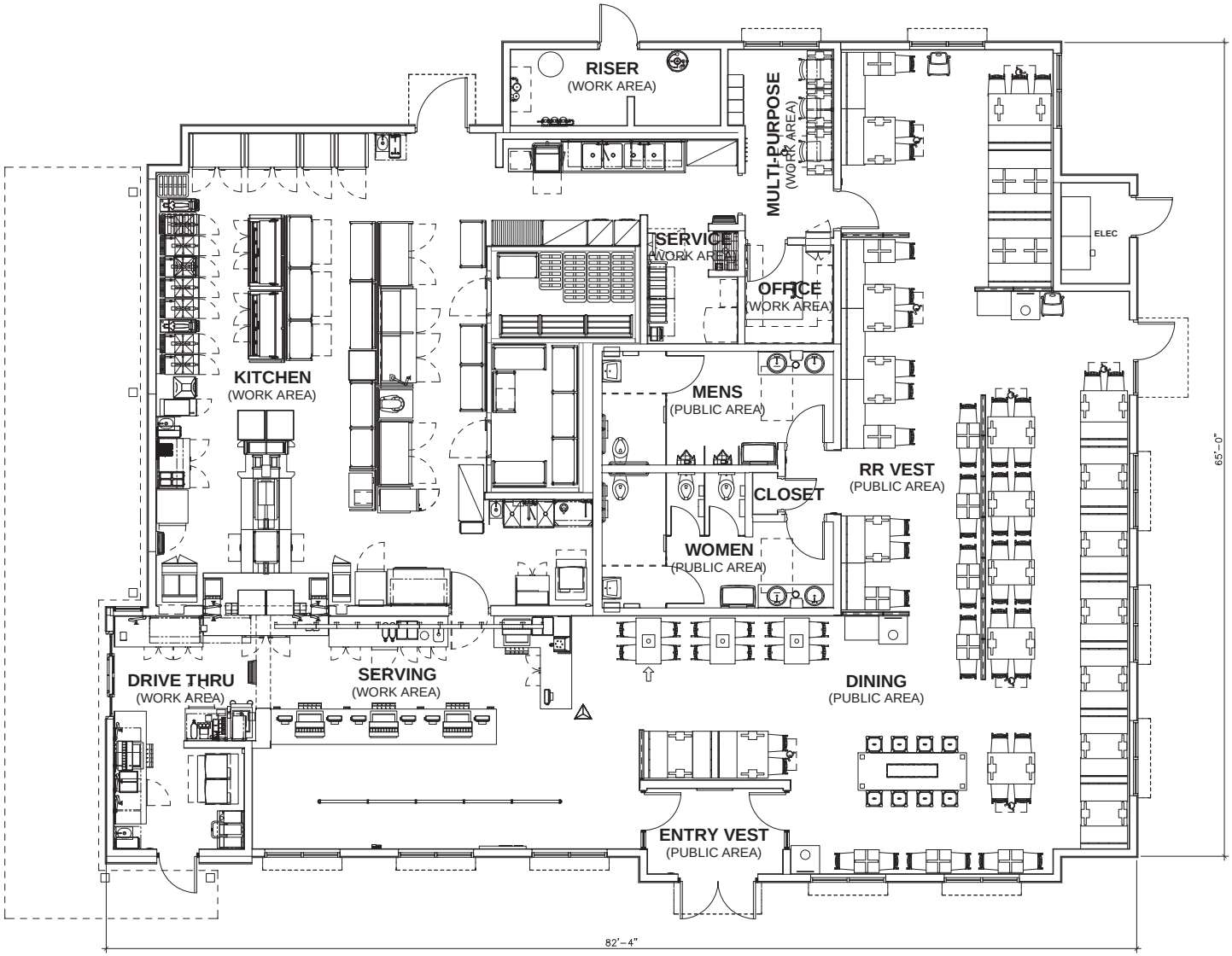
SHEET: SITE PLAN
SHEET NUMBER: SP-1



1 FLOOR PLAN

3/16"= 1'-0"

NORTH

Chick-fil-A
5200 Buffington Road
Atlanta, Georgia
30349-2998

rho architects
1833 E. 17th Street
3rd Floor - Suite 301
Santa Ana, CA 92705
Phone 714.832.1834

CHICK-FIL-A

ROSEDALE HWY & CLAY PATRICK FARR
9030 ROSEDALE HWY
BAKERSFIELD, CA

FSR# 04799

REVISION SCHEDULE

NO.	DATE	DESCRIPTION

ARCHITECT'S PROJECT # 20-119
PRINTED FOR Plan'g, Building, Etc.
DATE 03-17-20
DRAWN BY BL

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SHEET
FLOOR PLAN

SHEET NUMBER
A-110

WEST ELEVATION

SOUTH ELEVATION

EAST ELEVATION

NORTH ELEVATION

PRELIMINARY ELEVATIONS
Bakersfield, CA

File Name: 20-110 Color Elevations

10-26-20

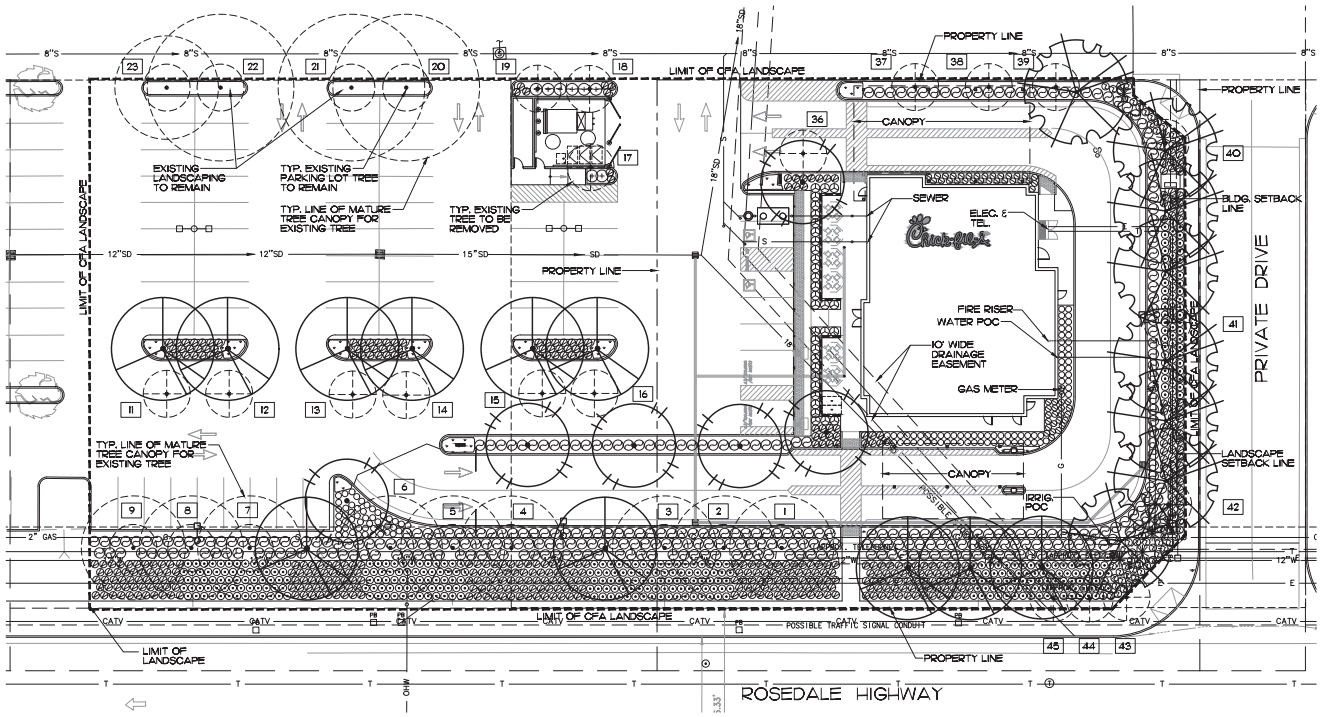
Note:
All roof top mechanical equipment shall be located in equipment well and screened from view by parapet walls.

COLOR AND MATERIAL LEGEND

STC-1	Stucco - Paint Sherwin Williams #SW7566 "Westhighland White"
STC-2	Stucco - Paint Sherwin Williams #SW6172 "Hardware"
STC-3	Stucco - Paint Sherwin Williams CFA Custom "Urban Night"
EC-1	Parapet Wall Coping - Durolast/Exceptional Metals - Dark Bronze (Matte)
A-1	Aluminum Awning - Color: "Dark Bronze"
ST-1	YKK Storefront System - Color: "Dark Bronze"

0 10 20 30

crho architects
1833 E. 17th Street
3rd Floor - Suite 301
Santa Ana, CA 92705
Phone 714.832.1834



PRELIMINARY LANDSCAPE PLAN

SCALE: 1" = 20'-0"

PLANTING NOTES

1. CONTRACTOR IS TO REVIEW PLANS, VERIFY SITE CONDITIONS AND PLANT QUANTITIES PRIOR TO INSTALLATION. CONFLICTS BETWEEN THE SITE AND THESE PLANS OR WITHIN THESE PLANS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO LANDSCAPE INSTALLATION. ANY DEVIATION(S) FROM THE PLANS OR SPECIFICATIONS IS TO HAVE WRITTEN APPROVAL.
2. ALL PLANT MATERIAL SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF 'AMERICAN NURSERY AND LANDSCAPE ASSOCIATION' STANDARDS. WWW.ANLA.ORG
3. LANDSCAPE ARCHITECT SHALL APPROVE PLANT MATERIAL PLACEMENT BY CONTRACTOR PRIOR TO INSTALLATION.
4. CONTRACTOR TO INCLUDE IN HIS BID THE REPAIR OF ANY AND ALL DAMAGE RESULTING FROM INSTALLATION OF PLANTING ITEMS. CONNECT TO EXISTING CONDITIONS.
5. PERIMETER OF ALL RAISED PLANTERS TO HAVE A ROOT BARRIER TO REDIRECT ROOT GROWTH PER MANUFACTURER'S SPECIFICATIONS.
6. FINISH GRADE TO BE 2" BELOW TOP OF CURB OR SIDEWALK FOR PLANTING AREAS.
7. FERTILIZER FOR ALL PLANTING AREAS SHALL BE AS SPECIFIED WITHIN THE SOILS REPORT.
8. ALL PLANTING AND IRRIGATION ON THIS PROJECT TO MEET OR EXCEED CITY LANDSCAPE GUIDELINES, STANDARDS AND AGENCY REQUIREMENTS.
9. ALL PLANTER AREAS SHALL BE TOP DRESSED WITH 2" MINIMUM MULCH COVER.
10. ALL PLANTING AREAS SHALL BE IRRIGATED WITH SUB-GRADE BUBBLERS FOR TREES AND DRIPLINE OR DRIP EMITTERS FOR SHRUBS/GROUND COVERS. CONNECTED TO AUTOMATIC REMOTE CONTROL VALVES AND TIED INTO AN AUTOMATIC IRRIGATION "SMART" CONTROLLER.
11. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN ALL PLANTED AREAS BY MEANS OF CONTINUOUS WATERING, PRUNING, RAISING TREE BALLS WHICH SETTLE BELOW GRADE, FERTILIZING, APPLICATION OF SPRAYS WHICH ARE NECESSARY TO KEEP THE PLANTINGS FREE OF INSECTS AND DISEASES, WEEDING, AND/OR OTHER OPERATIONS NECESSARY FOR PROPER CARE AND UPKEEP. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN ALL PLANTINGS AS SPECIFIED ABOVE FOR A PERIOD OF NINETY (90) DAYS.
12. ALL PLANTER BEDS TO BE AMENDED WITH SOIL PREPARATION PER SPECIFICATIONS. NO DEVIATIONS ARE ALLOWED.

EXISTING TREE LEGEND

1	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	REMAIN
2	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	REMAIN
3	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	REMAIN
4	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	REMAIN
5	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	REMAIN
6	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	REMAIN
7	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	REMAIN
8	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	REMAIN
9	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	REMAIN
11	PYRUS CALLERYANA	CALLERY PEAR	REMOVE
12	PYRUS CALLERYANA	CALLERY PEAR	REMOVE
13	LIRIODENDRON TULIPIFERA	TULIP TREE	REMOVE
14	PYRUS CALLERYANA	CALLERY PEAR	REMOVE
15	PYRUS CALLERYANA	CALLERY PEAR	REMOVE
16	PYRUS CALLERYANA	CALLERY PEAR	REMOVE
17	LAGERSTROEMIA INDICA	CRAPE MYRTLE	REMOVE
18	CINNAMOMUM CAMPHORA	CAMPHOR TREE	REMOVE
19	PYRUS CALLERYANA	CALLERY PEAR	REMOVE
20	CINNAMOMUM CAMPHORA	CAMPHOR TREE	REMAIN
21	CINNAMOMUM CAMPHORA	CAMPHOR TREE	REMAIN
22	CINNAMOMUM CAMPHORA	CAMPHOR TREE	REMAIN
23	PYRUS CALLERYANA	CALLERY PEAR	REMAIN
36	PYRUS CALLERYANA	CALLERY PEAR	REMOVE
37	NERIUM OLEANDER	OLEANDER	REMOVE
38	NERIUM OLEANDER	OLEANDER	REMOVE
39	NERIUM OLEANDER	OLEANDER	REMOVE
40	WASHINGTONIA ROBUSTA	MEXICAN FAN PALM	REMOVE
41	WASHINGTONIA ROBUSTA	MEXICAN FAN PALM	REMOVE
42	WASHINGTONIA ROBUSTA	MEXICAN FAN PALM	REMOVE
43	LAGERSTROEMIA INDICA	CRAPE MYRTLE	REMOVE
44	LAGERSTROEMIA INDICA	CRAPE MYRTLE	REMOVE
45	LAGERSTROEMIA INDICA	CRAPE MYRTLE	REMOVE

INFORMATION PER FULL ARBORIST REPORT PREPARED BY JAVIER CABRAL CONSULTING ARBORIST, AND DATED OCTOBER 5, 2020.

PLANTING LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY.	REMARKS	SIZE AT INSTALL	MATURE SIZE	WUCOLS IV REGION 2
	TREES							
	ARBUTUS UNEDO	STRAWBERRY TREE	24" BOX	6	STANDARD EVERGREEN	9-10' H X 3-4' W	25' H X 25' W	L
	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	24" BOX	8	STANDARD EVERGREEN	8-9' H X 3' W	50' H X 35' W	M
	PYRUS CALLERYANA 'NEW BRADFORD'	CALLERY PEAR	24" BOX	11	STANDARD DECIDUOUS	9-10' H X 3-4' W	35' H X 30' W	M
	TYP. EXISTING TREE TO REMAIN (13 TOTAL), SEE LISTING THIS SHEET AND ARBORIST REPORT DATED OCTOBER 5, 2020							
	TYP. EXISTING TREE TO BE REMOVED (19 TOTAL), SEE LISTING THIS SHEET AND ARBORIST REPORT DATED OCTOBER 5, 2020							

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY.	REMARKS	WUCOLS IV REGION 2
	SHRUBS					
	AGAVE VILMORINIANA	OCTOPUS AGAVE	5 GAL.	6	AS SHOWN	L
	DIANELLA HYB 'CLARITY BLUE'	CLARITY BLUE DIANELLA	5 GAL.	51	2'-0" O.C.	?
	DIETES VEGETA	FORTNIGHT LILY	15 GAL.	343	3'-6" O.C.	L
	HESPERALOE PARVIFLORA 'YELLOW'	YELLOW YUCCA	5 GAL.	33	3'-0" O.C.	L
	LEYMUS ARENARIUS 'BLUE DUNE'	BLUE DUNE LYME GRASS	5 GAL.	366	2'-6" O.C.	?
	MUHLENBERGIA HYB 'PINK FLAMINGO'	PINK FLAMINGO MUHLY	5 GAL.	52	2'-6" O.C.	L
	OLEA EUROPAEA 'LITTLE OLLIE'	DWARF OLIVE	15 GAL.	8	4'-0" O.C.	VL
	PENNISETUM 'EATON CANYON'	DWARF RED FOUNTAIN GRASS	5 GAL.	456	2'-6" O.C.	L
	PHORMIUM HYB 'DUET'	NEW ZEALAND FLAX	5 GAL.	127	2'-0" O.C.	M
	GROUNDCOVERS					
	SENECIO SERPENS	BLUE CHALKSTICKS	1 GAL.	411 S.F.	18" O.C.	L

REFER TO SHEET L1.1 WATER CONSERVATION PLAN FOR HYDROZONE PLAN, WATER CALCS, NOTES & PARKING LOT SHADE PLAN.

LANDSCAPE CALCULATIONS

SHRUB AREA:	14,654 S.F.
TURF AREA:	0 SQ. FT.
TOTAL LANDSCAPE AREA:	14,654 S.F.

N

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

Chick-fil-A
5200 Buffington Road
Atlanta, Georgia
30349-2998

hourian associates, inc.
landscape architecture + design
107 avenida miramar, suite d
san clemente, california 92672
p: 949 489-5623

CHICK-FIL-A

ROSEDALE HWY & CLAY PATRICK FARR

9030 ROSEDALE HWY
BAKERSFIELD, CA

FSR# 04799

REVISION SCHEDULE

NO.	DATE	DESCRIPTION

ARCHITECT'S PROJECT # 20-110
PRINTED FOR Plang, Building, Etc.
DATE 11-13-20
DRAWN BY VB/JGH

Information contained on this drawing and in all digital files produced for above named project may not be reproduced in any manner without express written or verbal content from authorized project representatives.

SHEET
PRELIMINARY LANDSCAPE PLAN

SHEET NUMBER
L1.0

CITY OF BAKERSFIELD
PLANNING DIVISION
STAFF REPORT

TO: Chair Koman and Members of the Planning Commission AGENDA ITEM 5.b.

FROM: Paul Johnson, Planning Director APPROVED PJ

DATE: December 17, 2020

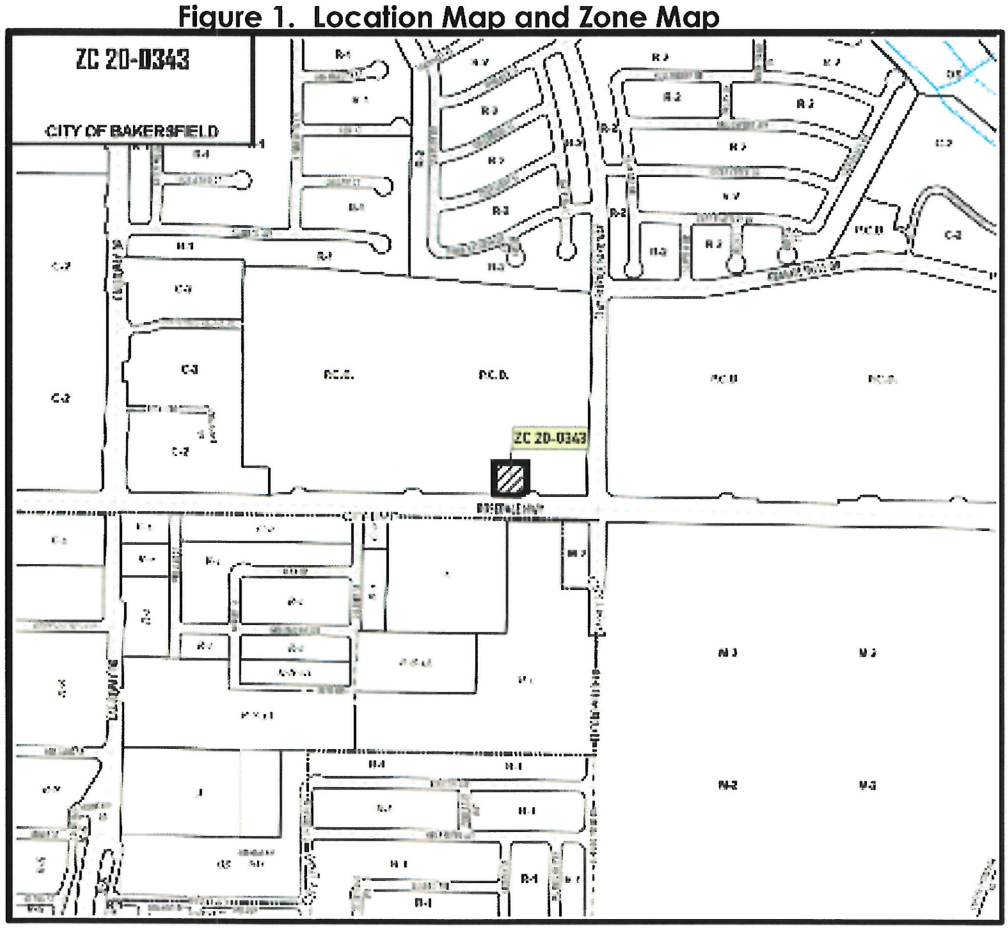
SUBJECT: **ZONE CHANGE NO. 20-0343 (WARD 4)**

APPLICANT: Chick-fil-A, Inc.
15635 Alton Parkway Suite 350
Irvine, CA 92618

OWNER: Northwest Target, LLC
3101 State Road
Bakersfield, CA 93308

LOCATION: 9030 Rosedale Highway | APN: 451-140-18

Figure 1. Location Map and Zone Map

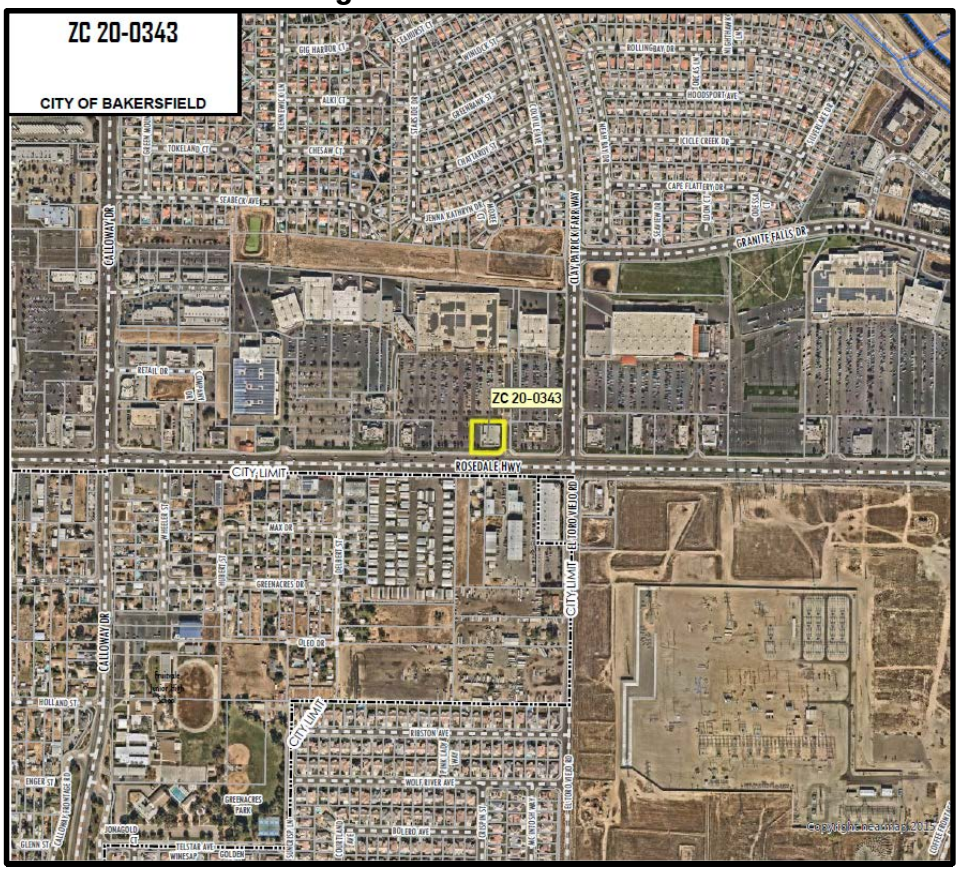


RECOMMENDATION: Motion to adopt resolution **APPROVING** the zone change from PCD (Planned Commercial Development) zone to revised PCD zone on 0.75 acres, and recommend same to City Council.

PROJECT SUMMARY:

The project is a request for a zone change from PCD (Planned Commercial Development) zone to revised PCD zone for a change in use from retail to fast food restaurant with drive-through. The site is located at 9030 Rosedale Highway, near the northwest corner of Rosedale Highway and Clay Patrick Farr Way.

Figure 2. Site Aerial



Surrounding Land Uses. The 0.75-acre project site is part of a larger regional shopping center (Northwest Promenade at Riverlakes Ranch). The site and surrounding property's General Plan land use designation, zoning classification, and land use are specified in Table 1:

Table 1. Surrounding Land Uses

LOCATION	GENERAL PLAN	ZONE DISTRICT	EXISTING LAND USE
Site	MC	PCD	Shopping Center
North	MC	PCD	Shopping Center
East	MUC	PCD	Shopping Center
South	GC and SI	A (County) and M-2 (County)	Commercial, Mobile Home Park
West	MC	PCD	Shopping Center

General Plan Key
MC: Major Commercial
GC: General Commercial
SI: Service Industrial

Zone District Key
PCD: Planned Commercial Development
A (County: Exclusive Agriculture
M-2 (County): Medium Industrial

PROJECT ANALYSIS:

Background and Timeline.

- May 1986 - The subject property was annexed to the City as part of a larger annexation (Rancho LaBorde No. 1; Resolution 054-86).
- September 2000 - City Council approved a zone change from C-2 (Regional Commercial) zone to PCD (Planned Commercial Development) zone to accommodate the development of a 440,306 square foot commercial center known as the Northwest Promenade (Zone Change No. P00-0519; Ordinance 3984).

Planned Commercial Development (PCD) Review Requirements (Chapter 17.54). The project is subject to PCD zoning, and the stated purpose of this district is as follows (see Attachment B):

> *The planned commercial development zone is intended to allow for innovative design and diversification in the relationship of various uses, buildings, structures, lot sizes and open spaces while ensuring compliance with the general plan and the intent of the municipal code. In addition, the development would provide adequate improvements and standards necessary to satisfy the requirements of the public health, safety and general welfare. This zone is not to be used to restrict commercial development or to compromise other zoning districts that may be more appropriate for a site. Instead, it enables a developer to obtain approval of a specific, detailed plan for a commercial development, which ensures that the uniqueness of the project design being proposed is preserved. Standards shall be observed without unduly inhibiting the advantages of modern site planning techniques and innovative planning of commercial and professional office neighborhoods.*

As such, your Commission has the authority to require design standards, regulations, limitations and restrictions which are designed to protect and maintain property values and provide or protect community amenities which would foster and maintain the health, safety and general welfare of the community, including and relating to but not limited to the categories specified in Section 17.54.060 (PCD Latitude of Regulations).

Generally, those standards are related to topics such as: construction of fences and walls, structure height, distance between buildings, parking ratios, open space, architectural design of buildings and structures, and any additional improvements and dedications reasonably necessary to fulfill public needs for the general health, safety and welfare of the neighborhood and the City.

When the PCD zone is assigned as an exclusive zone, the preliminary development plan, as approved, shall be filed with the city and shall, by reference, be incorporated into and thereby become a part of the zoning ordinance of the city. Additionally, the applicant shall commence construction no later than three years from the effective date of the zoning change. If, within such period, the construction specified in the approved preliminary development plan has not been commenced, the Planning Director shall notify the Planning Commission of same and the Commission shall consider whether changed circumstances justify a zone change to rescind the PCD zone or if additional time is necessary to be conditioned in order to commence construction of the project.

Approved Development. The 2000 approved development plan provided for a 440,306 square foot commercial shopping center (see Figure 3) and included eight major retail stores (373,406 square feet), four retail shops (35,000 square feet), and six freestanding pads (31,400 square feet).

Figure 3. 2000 Approved Site Plan

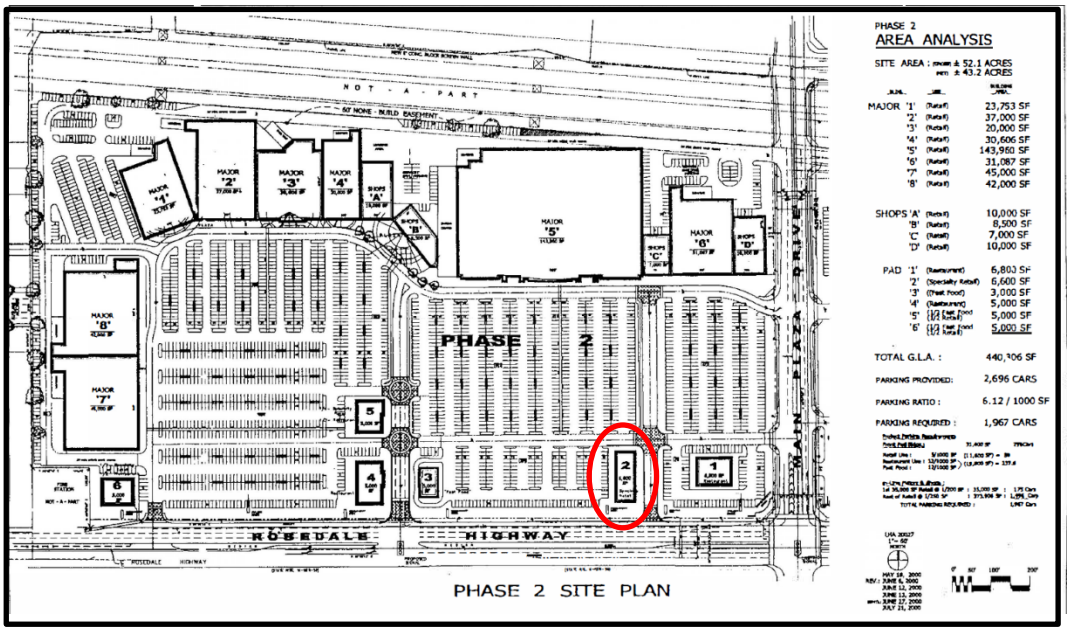


Table 2 provides a summary of the approved uses and their respective square footages. The current project site, freestanding Pad 2, was designated as Specialty Retail and most recently was occupied by a Pier 1 retail store (see Figure 3).

Table 2: Approved PCD Site Development

Building Type	Building Pad	Proposed Use	Approved Square Feet
Major Stores	1	Retail	23,753
	2	Retail	37,000
	3	Retail	20,000
	4	Retail	30,606
	5	Retail	143,960
	6	Retail	31,087
	7	Retail	45,000
	8	Retail	42,000
SubTotal			***373,406***
Shops	A	Retail	10,000
	B	Retail	8,500
	C	Retail	7,000
	D	Retail	10,000
SubTotal			***35,500***
Freestanding Pads	1	Restaurant	6,800
	2	Specialty Retail	6,600
	3	Fast Food	3,000
	4	Restaurant	5,000
	5	½ Fast Food, ½ Retail	5,000
	6	½ Fast Food, ½ Retail	5,000
SubTotal			***31,400***
TOTAL			**440,306**

Proposed Development. The applicant is proposing to change the use of freestanding Pad 2 from retail to fast food with drive-thru. The Zoning Ordinance allows for drive-thru restaurants; however, within the exclusive PCD zone, any change to an existing building or new use requires a Zone Change and Plan Development Review.

As proposed, the existing building (Pier 1) will be demolished and replaced with a 4,999 square foot fast food restaurant. The project includes a dual drive-through lane with stacking capacity for at least 43 vehicles, 2 detached canopies (over the drive-through lane), 120 interior seats, 20 outdoor seats, a trash enclosure, and a playground. See Figures 4 and 5.

Figure 4. Site Development Plan

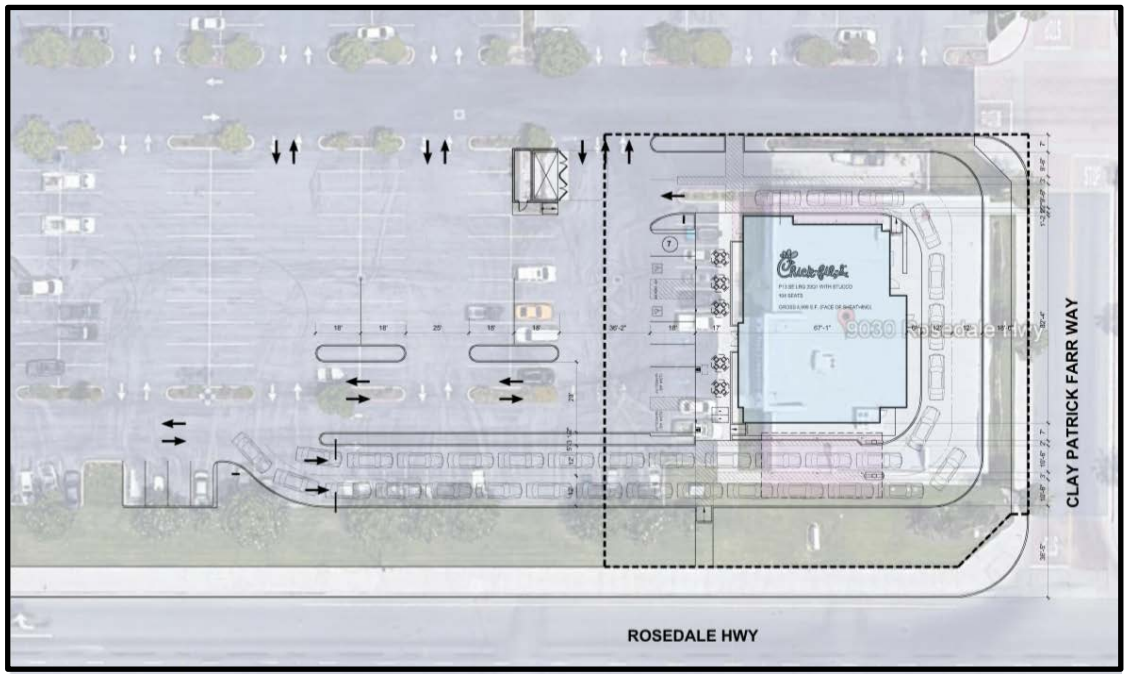
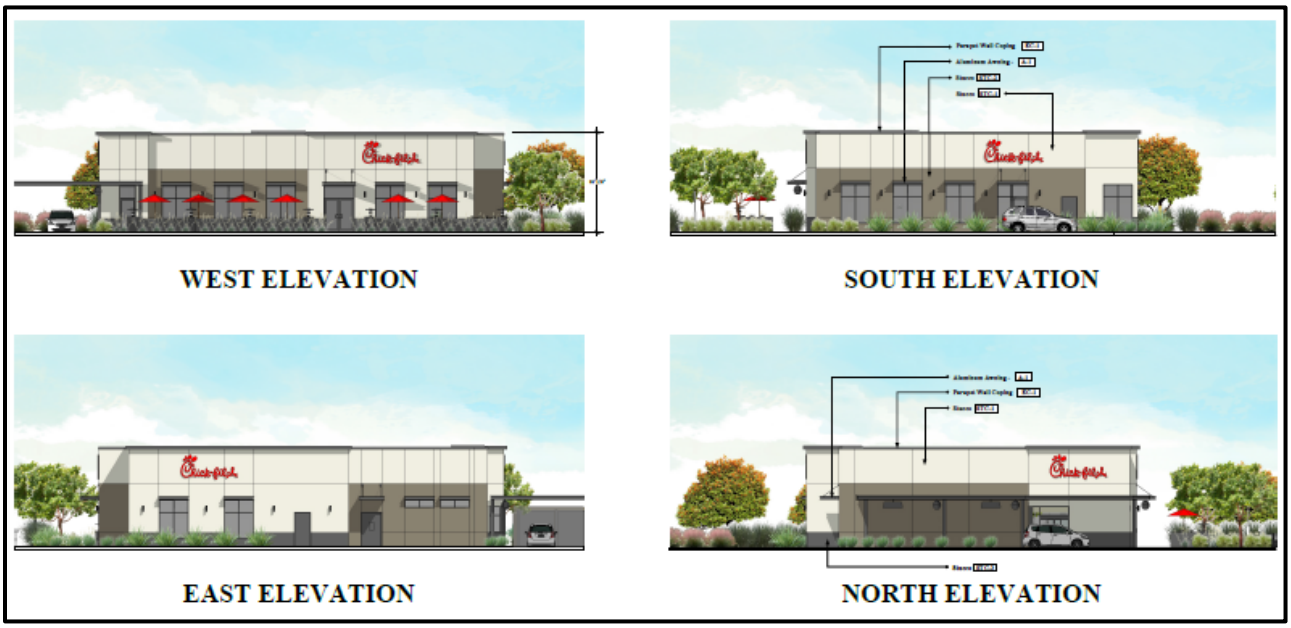


Figure 5. Proposed Elevation



Proposed Revisions to Conditions. Condition 7 of Ordinance 3984 allows for flexibility to market demand in order to obtain tenants for the six freestanding pads; however, it also places restrictions on exceeding the square footage per use. Subsequent to approval, Pads 1, 3, 4, 5, 6 have been developed as restaurant and fast food uses. With the conversion of Pad 2 from retail to fast food, the square footage for restaurant uses would be exceeded. As such, the applicant is proposing the following change be made to Condition 7.1 as follows, to accommodate the current request and allow flexibility for future development:

Condition 7. *The Northwest Promenade Phase 2 is approved with a total square footage of 440,306 square feet as shown on attached Exhibit "3" and as summarized below:*

8 Major Retail Stores	*373,406 square feet*
4 Retail Shops	*35,500 square feet*
6 Freestanding Pads (see Condition # 7.1)	*31,400 square feet*

7.1 The fast food/drive-through, restaurant and retail uses and square footages depicted on the site plan for the freestanding pads may be interchanged among the freestanding pads with final development pads. The ~~total square footage for each type of use, and the~~ cumulative total of 31,400 square feet for all the pads must not be exceeded.

Specifically describes the proposed square footage approved for the shopping center. Condition 7.1 allows developer flexibility to market and obtain tenants for the freestanding pads as long as the overall project impacts do not increase or create new significant impacts.

Parking. Overall, neighborhood and regional shopping centers require 1 parking space per 200 square feet of gross floor area up to and including 35,000 square feet, plus an additional 1 parking space per 250 square feet of gross floor area in excess of 35,000 square feet. Freestanding satellite pads such as fast food/restaurants require 1 parking space per 75 square feet of gross floor area, with a credit of two spaces for drive-thru windows that accompany a drive-thru lane exceeding 44 feet. A parking analysis is provided in Table 3.

Table 3. Parking Requirements			
Use	**Parking Ratio**	**Square Footage (ft^2)**	**Required Parking**
Shopping Center (up to and including 35,000 ft^2)	1/200 ft^2	35,000 ft^2	175 spaces
Shopping Center (in excess of 35,000 ft^2)	1/250 ft^2	373,906 ft^2	1,496 spaces
Free standing satellite pads (fast food/restaurants)	1/75 ft^2	31,400 ft^2	419 spaces
Drive-thru window credit	2 per window	4 windows	(8 spaces)
Required Parking			**2,082 spaces**
Provided Parking			**2,696 spaces**

Development Standards. The project has been designed in compliance with requirements of City standards and policies, and no deviations from zoning ordinance standards have been requested. A draft landscape was prepared by the applicant demonstrating compliance with the ordinance requirements (see Resolution exhibits). Nonetheless, staff will review the applicant's plans submitted for building permits to ensure the project is designed in compliance with requirements of City standards and policies. Should the applicant decide to expand on-site development in the future, your Commission and City Council will have the opportunity to review and comment under a separate review.

ENVIRONMENTAL REVIEW AND DETERMINATION:

This project has been found to be exempt from the provisions of the California Environmental Quality Act (CEQA) and the City of Bakersfield's CEQA Implementation Procedures in accordance with Section 15332, because the project in an in-fill development meeting the following conditions:

- The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
- The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
- The project site has no value as habitat for endangered, rare or threatened species.
- Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
- The site can be adequately served by all required utilities and public services.

A Notice of Exemption has been prepared.

PUBLIC NOTIFICATION:

Notice of public hearing before the Planning Commission of the City of Bakersfield for the project 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 at least 20 days prior to the public hearing in accordance with State law. The applicant has provided proof that signs giving public notice of the proposed project were posted on the property 20 to 60 days prior to the public hearing before the Planning Commission. To date, no written public comments have been received.

CONCLUSIONS:

Necessary Findings. In approving and adopting the rezoning application with the preliminary development plan, the Planning Commission and City Council shall find the following:

A. The proposed planned commercial development zone and preliminary development plan is consistent with the general plan and objectives of this ordinance;

B. The proposed development will constitute a commercial environment of sustained desirability and stability, and it will compliment and harmonize with the character of the surrounding neighborhood and community; and

C. The proposed development justifies exceptions from the normal application of this code in that it integrates such elements as the location of structures, circulation pattern, parking, landscaping and utilities, together with a program for provision, operation and maintenance of all areas, improvements, facilities and services provided on the property.

The project site is depicted as MC (Major Commercial) on the Land Use Element of the Metropolitan Bakersfield General Plan. The PCD zone is consistent with the *Metropolitan Bakersfield General Plan* and existing land uses. In accordance with Bakersfield Municipal Code Section 17.54.070, the project will constitute a commercial environment of sustained desirability and stability, and it will complement and harmonize with the character of the surrounding neighborhood and community. Compliance with Bakersfield Zoning Ordinance Chapter 17.54 (Planned Commercial Development Zone) will ensure that the development enhances the city's character and promotes a heightened quality of life.

Overall Recommendation. Overall, Staff finds that the applicable provisions of CEQA have been complied with, that the applicant has designed the project to site new fast food uses in a way that will be compatible with the existing shopping center, and the proposal sufficiently demonstrates compliance with the necessary findings. Additionally, as conditioned, the project will be developed in compliance with the applicable regulations.

Based on the foregoing, Staff concludes the request sufficiently demonstrates compliance with the necessary findings and, therefore, recommends your Commission approve the Resolution and suggested findings approving Zone Change No. 20-0343 as depicted in the project description, and recommend the same to the City Council.

ATTACHMENTS:

A. Draft Resolution with Exhibits
B. Chapter 17.54 (Planned Commercial Development Zone)
C. Project Renderings

Attachment A:
Draft Resolution

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 FROM PCD (PLANNED COMMERCIAL DEVELOPMENT) ZONE TO PCD ZONE FOR A CHANGE IN USE FROM RETAIL TO FAST FOOD, GENERALLY LOCATED AT 9030 ROSEDALE HIGHWAY (ZC NO. 20-0343).

WHEREAS, Chick-fil-A, Inc. (applicant), on behalf of Northwest Target, LLC (property owner), filed an application with the City of Bakersfield Development Services Department requesting to change the zone district from a Planned Commercial Development (P.C.D.) zone to a revised P.C.D. zone on approximately 0.75 acres of a larger 52-acre commercial center generally located at 9030 Rosedale Highway as shown in attached Exhibit B (the "Project"); and

WHEREAS, the Secretary of the Planning Commission did set Thursday, December 17, 2020, at 5:30 p.m. in the Council Chambers, City Hall South, 1501 Truxtun Avenue, Bakersfield, California, as the time and place for consideration of the Planned Development Review; and

WHEREAS, the laws and regulations relating to the California Environmental Quality Act (CEQA) and the City of Bakersfield's CEQA Implementation Procedures, have been duly followed by city staff and the Planning Commission; and

WHEREAS, the above described project is exempt from the requirements of the California Environmental Quality Act in accordance with State CEQA Guidelines Section 15332; 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 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, 20 days prior to the hearing.

2. The provisions of the California Environmental Quality Act (CEQA), the State CEQA Guidelines, and the City of Bakersfield CEQA Implementation Procedures have been followed. Staff determined that the proposal is a project that is exempt from CEQA pursuant to Section 15332, because the project in an in-fill development meeting the conditions described within said Section.

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.*

5. In accordance with Bakersfield Municipal Code Section 17.54.070:

   A. The proposed planned commercial development zone and preliminary development plan is consistent with the general plan and objectives of this ordinance;

   B. The proposed development will constitute a commercial environment of sustained desirability and stability, and it will compliment and harmonize with the character of the surrounding neighborhood and community;

   C. The proposed development justifies exceptions from the normal application of this code in that it integrates such elements as the location of structures, circulation pattern, parking, landscaping and utilities, together with a program for provision, operation and maintenance of all areas, improvements, facilities and services provided on the property.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF BAKERSFIELD as follows:

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

2. The project is exempt from CEQA.

3. The Project is hereby recommended for approval by the City Council subject to the conditions of approval found in Exhibit 1, 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 2 and as specifically described in Exhibit 3, all of which are incorporated herein.

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the Planning Commission of the City of Bakersfield at a regular meeting thereof held on the 17th day of December 2020, on a motion by Commissioner _____ and seconded by Commissioner _____, by the following vote.

AYES:
NOES:
ABSENT:

APPROVED

_____
LARRY KOMAN, CHAIR
City of Bakersfield Planning Commission

Exhibits:

1. Conditions of Approval
2. Zone Change Map
3. Legal Description
4. Site Plan

Exhibit A

(Conditions of Approval)

BAKERSFIELD

THE SOUND OF *Something Better*

CONDITIONS AND ORDINANCE COMPLIANCE

I. All conditions of approval as identified in Ordinance 3984 for P00-0519 are hereby incorporated as conditions of approval, with the following revision to Condition 7:

Condition 7. The Northwest Promenade Phase 2 is approved with a total square footage of 440,306 square feet as shown on attached Exhibit "3" and as summarized below:

8 Major Retail Stores	373,406 square feet
4 Retail Shops	35,500 square feet
6 Freestanding Pads (see Condition # 7.1)	31,400 square feet

7.1 The fast food/drive-through, restaurant and retail uses and square footages depicted on the site plan for the freestanding pads may be interchanged among the freestanding pads with final development pads. The ~~total square footage for each type of use, and the~~ cumulative total of 31,400 square feet for all the pads must not be exceeded.

Specifically describes the proposed square footage approved for the shopping center. Condition 7.1 allows developer flexibility to market and obtain tenants for the freestanding pads as long as the overall project impacts do not increase or create new significant impacts.

The following are specific items that you need to resolve before you can obtain a building permit or be allowed occupancy. These items include conditions and/or mitigation required by previous site entitlement approvals (these will be specifically noted), changes or additions that need to be shown on the final building plans, alert you to specific fees, and other conditions for your project to satisfy the City's development standards.

The items listed below will usually need to be shown on the final building plans or completed before a building permit is issued. As part of the building permit submittal, identify the location of your response by using the *APPLICANT'S RESPONSE* line provided directly below the item (example: sheet number, detail, etc.).

II. A. <u>DEVELOPMENT SERVICES - BUILDING (1715 Chester Avenue)</u>
(Staff contact - Oscar Fuentes; 661-326-3676 or OFuentes@bakersfieldcity.us)

1. Prior to review of improvement plans by the City, the developer shall submit a grading plan for the proposed site to be reviewed and approved by the City Engineer and Building Official (Bakersfield Municipal Code Section 16.44.010). With the grading plan, if the project is subject

to the provisions of the National Pollutant Discharge Elimination System (NPDES), a Notice of Intent (NOI) to comply with the terms of the General Permit to Discharge Storm Water Associated with Construction Activity (WQ Order No. 99-08-DWQ) must be filed with the State Water Resources Control Board in Sacramento before the beginning of any construction activity. Compliance with the general permit requires that a Storm Water Pollution Prevention Plan (SWPPP) be prepared, continuously carried out, and always be available for public inspection during normal construction hours.

APPLICANT'S RESPONSE:_____

2. A grading permit is required prior to final plan approval. The developer shall submit four (4) copies of grading plans and two (2) copies of the preliminary soils report to the Building Division. A final soils report shall also be submitted to the Building Division before they can issue a building permit. Please note that grading plans must be consistent with the final building site plans and landscaping plans. Building permits will not be issued until the grading permit is approved by the Building Division, Planning Division (HCP), and Public Works Department.

APPLICANT'S RESPONSE:_____

3. Show on the final building plan pedestrian access from the public way and accessible parking. Private streets are not the public way.

APPLICANT'S RESPONSE:_____

4. The developer shall include fire resistive wall construction details with the final building plans for all exterior walls of any building that is within the distance as set forth in Table 602 of the California Building Code.

APPLICANT'S RESPONSE:_____

5. Include with or show on the final building plans information necessary to verify that the project complies with all accessibility requirements of Title 24 of the California Building Code.

APPLICANT'S RESPONSE:_____

6. The developer shall obtain all required approvals from the Kern County Environmental Health Services Department (2700 "M" Street, Bakersfield, CA., 93301; PH 661-862-8700) for any food handling facility (i.e.: market, delicatessen, café, concession, restaurant) before building permits can be issued.

APPLICANT'S RESPONSE:_____

7. Buildings or structures shall require installation of an automatic fire sprinkler system where required by current California Building Code and City ordinance.

APPLICANT'S RESPONSE:_____

8. The Building Division will calculate and collect the appropriate school district impact fee at the time they issue a building permit.

APPLICANT'S RESPONSE:_____

9. Final Building plans shall show pedestrian access pathways or easements for persons with disabilities from public rights-of-ways that connect to all accessible buildings, facilities, elements, and spaces in accordance with the California Building Code. These pedestrian access ways shall not be parallel to vehicular lanes unless separated by curbs or railings.

APPLICANT'S RESPONSE:_____

10. Prior to granting occupancy, the Building Division will verify that a water meter serving the development is in place. Therefore, it is recommended that the developer contact the applicable water purveyor to inquire about their process for obtaining water service for the development as soon as possible. To determine who the water purveyor for the development is, you may contact the City of Bakersfield Water Resources Department (1000 Buena Vista Road, Bakersfield, CA, phone: 661-326-3715).

APPLICANT'S RESPONSE:_____

11. Show on the final building plan, electric vehicle supply equipment to facilitate future installation as required by the California Green Code.

APPLICANT'S RESPONSE:_____

B. DEVELOPMENT SERVICES - PLANNING (1715 Chester Avenue)
(Staff contact – Kassandra Gale; 661-326-3411 or kgale@bakersfieldcity.us)

1. The minimum parking required for this project has been computed based on use and shall be as follows:

Proposed Use	Parking Ratio	Square Footage	Required Parking
Shopping Center (up to 35,000 ft^2)	1 space/200 ft^2	35,000 ft^2	175 spaces
Shopping Center (excess of 35,000 ft^2)	1 space/250 ft^2	373,406 ft^2	1,494 spaces
Restaurant Freestanding Pads	1 space/75 ft^2	31,400 ft^2	419 spaces
Drive-through Credit	2 spaces/window with 44 ft lane		(8 spaces)
		Required Parking:	**2,080 spaces**

(**Note: 2,696** parking spaces are shown on the proposed site plan. By ordinance, compact and tandem spaces cannot be counted towards meeting minimum parking requirements. For commercial development containing a multi-tenant pad, any change in use where 50 percent or more of the pad requires additional parking pursuant to Bakersfield Municipal Section 17.58.110, the Planning Director may require parking commensurate with the new use.)

APPLICANT'S RESPONSE:_____

2. Minimum parking stall dimensions shall be 9 feet wide by 18 feet long and shall be designed according to standards established by the Traffic Engineer. Vehicles may hang over landscape areas no more than 2-1/2 feet provided required setbacks along street frontages are maintained, and trees and shrubs are protected from vehicles.

APPLICANT'S RESPONSE:_____

3. All parking lots, driveways, drive aisles, loading areas, and other vehicular access ways, shall be paved with concrete, asphaltic concrete, or other paved street surfacing material in accordance with the Bakersfield Municipal Code (Sections 15.76.020 and 17.58.060.A.).

APPLICANT'S RESPONSE:_____

4. Lighting is required for all parking lots, except residential lots with four units or less (Section 17.58.060.A.). Illumination shall be evenly distributed across the parking area with light fixtures designed and arranged so that light is directed downward and is reflected away from adjacent properties and streets. Use of glare shields or baffles may be required for glare reduction or control of back light. No light poles, standards and fixtures, including bases or pedestals, shall exceed a height of 40 feet above grade. However, light standards placed less than 50 feet from

residentially zoned or designated property, or from existing residential development, shall not exceed a height of 15 feet. The final building plans shall include a picture or diagram of the light fixtures being used and show how light will be directed onto the parking area.

(**Note:** Staff can require additional adjustments to installed lighting after occupancy to resolve glare or other lighting problems if they negatively affect adjacent properties.)

APPLICANT'S RESPONSE:_____

5. Because off-site parking and/or off site access to the project is being proposed, the developer shall file with the Planning Division before any building permits are issued, a copy of a recorded lease, CC&Rs, or other instrument that ensures that the offsite parking and/or legal access proposed for this project is available for its actual lifetime.

APPLICANT'S RESPONSE:_____

6. The developer shall include a copy of a final landscape plan with each set of the final building plans submitted to the Building Division. Building permits will not be issued until the Planning Division has approved the final landscape plan for consistency with approved site plans and minimum ordinance standards. **Please refer to the landscaping requirements in Chapter 17.61.** Landscape plans shall include, but are not limited to, data on: gallon/box size, spacing, species (reference approved parking lot tree list), ratio of deciduous vs. evergreen, shade calculations, ground cover calculations, etc.

(**Note 1:** At the time a final site inspection is conducted, it is expected that plants will match the species identified and be installed in the locations consistent with the approved landscape plan. Changes made without prior approval of the Planning staff may result in the removal and/or relocation of installed plant materials and delays in obtaining building occupancy.)

(**Note 2:** No mature landscaping shall be removed without prior approval by the Planning Director.)

(**Note 3:** Upon approval of the final landscape plan, a digital copy shall be submitted to the Planning staff contact listed above.)

APPLICANT'S RESPONSE:_____

7. Business identification signs are **neither considered nor approved** under this review (e.g. wall, monument, pylon, etc.). A separate sign permit reviewed by the Planning and Building Divisions and issued by the Building Division, is required for all new signs, including future use and construction signs.

(**Note:** Signs must comply with the Sign Ordinance; Chapter 17.60 of the Bakersfield Municipal Code. Review this Chapter as part of due diligence.)

APPLICANT'S RESPONSE:_____

8. The following conditions are required as part of a grading permit:

   a. Habitat Conservation fees shall be required for this project and will be calculated based on the fee in effect at the time we issue an urban development permit (includes grading plan approvals) as defined in the Implementation/Management Agreement (Section 2.21) for the Metropolitan Bakersfield Habitat Conservation Plan. Upon payment of the fee, the applicant will receive acknowledgment of compliance with Metropolitan Bakersfield Habitat Conservation Plan (Implementation/Management Agreement Section 3.1.4). This fee is currently $2,145 per gross acres, payable to the City of Bakersfield (submit to the Planning Division). This fee must be paid before any grading or other site disturbance occurs.

      Forms and instructions are available at the Planning Division or on the city's web site at https://bakersfieldcity.us/gov/depts/community_development/habitat.htm.

      The current MBHCP expires on February 28, 2022. To ensure take of covered species does not occur after the expiration date, fees must be paid no later than August 31, 2021 and all covered activities must be completed by the MBHCP expiration date of February 28, 2022. As determined by the City, only projects ready to be issued an urban development permit, grading plan approval, or building permit will be eligible to pay fees under the current MBHCP. Early payment or pre-payment of MBHCP fees shall not be allowed. The ability of the City to issue urban development permits is governed by the terms of the MBHCP. Urban development permits issued after the 2022 expiration date may be subject to a new or revised Habitat Conservation Plan, if approved, or be required to comply directly with requests of the U.S. Fish & Wildlife Service and the California Department of Fish and Wildlife.

   b. <u>Burrowing Owl Notification</u>: The burrowing owl is a migratory bird species protected by international treaty under the Migratory Bird Treaty Act (MBTA) of 1918 (16 U.S.C. 703-711). The MBTA makes it unlawful to take, possess, buy, sell, purchase, or barter any migratory bird listed in 50 C.F.R. Part 10 including feathers or other parts, nests, eggs, or products, except as allowed by implementing regulations (50 C.F.R. 21). Sections 3503, 3503.5, and 3800 of the <u>California Fish and Game Code prohibit the taking, possession, or destruction of birds, their nests or eggs</u>. To avoid violation of the provisions of these laws generally requires that project related disturbance at active nesting territories be reduced or eliminated during critical phases of the nesting cycle (March 1- August 15, annually). Disturbance that causes nest abandonment and/or loss of reproductive effort (e.g., killing or abandonment of eggs or young) may be considered "taking" and is potentially punishable by fines and/or imprisonment.

c. Prior to ground disturbance, the developer shall have a California Department of Fish and Wildlife approved MBHCP biologist survey the location for kit fox, and comply with the provisions of the Metropolitan Bakersfield Habitat Conservation Plan. Survey protocol shall be recommended by the California Department of Fish and Wildlife. Developer shall be subject to the mitigation measures recommended by the biologist. Copies of the survey shall be provided to the Development Services Department, California Department of Fish and Wildlife, and the U.S. Fish and Wildlife Service prior to ground disturbance.

APPLICANT'S RESPONSE:_____

9. Rooftop areas of commercial buildings (e.g., office, retail, restaurant, assembly, hotel, hospital, church, school), and industrial buildings adjacent to residentially zoned properties, shall be completely screened by parapets or other finished architectural features constructed to a height of the highest equipment, unfinished structural element or unfinished architectural feature of the building.

APPLICANT'S RESPONSE:_____

10. Outside work, storage, sales and display of merchandise and materials is prohibited. All activities and all storage of merchandise and materials shall be conducted and/or contained within an enclosed building.

(**Note:** This does not include outdoor seating areas for restaurants.)

APPLICANT'S RESPONSE:_____

11. Refuse collection bin enclosures and container areas are subject to all required structural setback from street frontages, and shall not reduce any parking, loading or landscaping areas as required by the Zoning Ordinance.

APPLICANT'S RESPONSE:_____

12. The developer shall meet all regulations of the San Joaquin Valley Air Pollution Control District (Regulation VIII) concerning dust suppression during construction of the project. Methods include, but are not limited to; use of water or chemical stabilizer/suppressants to control dust emission from disturbed area, stock piles, and access ways; covering or wetting materials that are transported off-site; limit construction-related speed to 15 mph on all unpaved areas/washing of construction vehicles before they enter public streets to minimize carryout/track out; and cease grading and earth moving during periods of high winds (20 mph or more).

APPLICANT'S RESPONSE:_____

13. Prior to receiving final building or site occupancy, you must contact the Planning Division (staff contact noted above) for final inspection and approval of the landscaping, parking lot, lighting and other related site improvements. Inspections will not be conducted until all required items have been installed. Any deviations from the approved plans without prior approval from the Planning Division may result in reconstruction and delays in obtaining a building or site occupancy.

APPLICANT'S RESPONSE:_____

C. <u>FIRE DEPARTMENT (2101 H Street)</u>
(Staff contact - Ernie Medina; 661-326-3682 or EMedina@bakersfieldcity.us)

1. Show on the final building plans the following items:

   a. <u>All fire lanes.</u> Any modifications shall be approved by the Fire Department. Fire lane identification signs shall be installed every 100 feet with red curbing when curbing is required. All work shall be completed before occupancy of any building or portion of any building is allowed.

   b. <u>All fire hydrants, both offsite (nearest to site) and on-site.</u> *Include flow data on all hydrants.* Hydrants shall be in good working condition and are subject to testing for verification. Fire flow requirements must be met prior to construction commencing on the project site. Please provide two (2) sets of the water plans stamped by a licensed Registered Civil Engineer to the Fire Department and two (2) sets to the Water Resources Department (1000 Buena Vista Road, Bakersfield, CA. 93311; 661-326-3715).

      (**Note:** Show: 1) distance to the nearest hydrant; and 2) distance from that hydrant to the farthest point of the project site.)

   c. <u>All fire sprinkler and/or stand pipe systems, fire alarms and commercial hood systems.</u> These suppression systems require review and permits by the Fire Department. The Fire Department will issue guidelines for these various items as they may apply to this project.

   d. <u>Project address, including suite number if applicable.</u> If the project is within a shopping or business center, note the name and address of the center.

   e. <u>Name and phone number of the appropriate contact person.</u>

   APPLICANT'S RESPONSE:_____

2. The developer must pay required fees to and request an inspection from the Water Resources Department (1000 Buena Vista Road, Bakersfield, CA, phone: 661-326-3715) for any underground sprinkler feeds at least 2 full business days before they are buried. The Prevention

Services Division (2101 H Street, Bakersfield CA, Ph. 661/326-3979) must complete all on-site inspections of fire sprinkler systems and fire alarm systems before any building is occupied.

APPLICANT'S RESPONSE:_____

3. Where fire apparatus access roads or a water supply for fire protection are required to be installed, such protection shall be installed and made serviceable prior to and during the time of construction.

APPLICANT'S RESPONSE:_____

4. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an *approved fire apparatus access road* with an asphalt, concrete or other driving surface approved by the fire chief. Must be capable of supporting the imposed load of fire apparatus weighing at least 75,000 pounds and shall be surfaced with the first lift of asphalt as to provide all-weather driving capabilities. All access (Permanent and temporary) to and around any building under construction must be a least 20 feet wide (26 feet wide where building height exceeds 30 feet), with an overhead clearance of 13 feet 6 inches, and contain no obstruction. The fire apparatus access road shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.

APPLICANT'S RESPONSE:_____

5. Turning Radius: The minimum turning radius shall be thirty-seven feet.

APPLICANT'S RESPONSE:_____

6. If you handle hazardous materials or hazardous waste on the site, the Prevention Services Division may require a hazardous material management and/or risk management plan before you can begin operations. Please contact them at 661-326-3979 for further information.

APPLICANT'S RESPONSE:_____

7. All projects must comply with the current California Fire Code and current City of Bakersfield Municipal Code.

APPLICANT'S RESPONSE:_____

D. <u>WATER RESOURCES (1000 Buena Vista Road)</u>
(Staff contact – Ivan C. Rodriguez; 661-326-3715 or ICastaneda@bakersfieldcity.us)

1. If the property requires a dedicated fire water service line, Developer shall submit two (2) sets of utility plans signed by a California Registered Civil Engineer to the Water Resources Department showing all offsite and onsite improvements, including connections to the existing water main and underground fire waterlines and related apparatuses. Include any existing nearby on or off-site hydrants on the plans. Plans shall be submitted along with applicable plan check fees and any other associated fees per the current fee schedule. Plans shall comply with current City Standards and Specifications, California Fire Code, and City of Bakersfield Municipal Code. City Standards and Specifications are available for download from the City's website at www.bakersfieldcity.us/gov/depts./water_resources.

   APPLICANT'S RESPONSE:_____

2. Developer shall submit two (2) sets of utility plans signed by a California Registered Civil Engineer to the Water Resources Department showing all offsite and onsite improvements, including connections to the existing water main and underground fire waterlines and related apparatuses. Include any existing nearby on or off-site hydrants on the plans. Plans shall be submitted along with applicable plan check fees and any other associated fees per the current fee schedule. <u>Plans shall comply with current City Standards and Specifications, California Fire Code, and City of Bakersfield Municipal Code.</u> City Standards and Specifications and the current Fee Schedule are available for download from the City's website at www.bakersfieldcity.us/gov/depts/water_resources/fees.htm

   APPLICANT'S RESPONSE:_____

3. The Contractor responsible for construction of waterlines and appurtenances within the City's right of way or easement, shall have an active Class "A" or "C-34" License from the State of California.

   APPLICANT'S RESPONSE:_____

4. Developer shall complete and submit to the Water Resources Department the *Application for Water Service*. The application is available for download from the City's website at www.bakersfieldcity.us/gov/depts/water_resources.

   APPLICANT'S RESPONSE:_____

5. Developer shall submit to the Water Resources Department the Contractor's itemized construct cost for all off-site water improvements within the City's right of way or easement. Inspection fees are calculated as five percent (5%) of the approved Contractor's water construction cost. The construction costs are subject to review and approval by the Water Resources Department.

   APPLICANT'S RESPONSE:_____

6. Developer shall pay the required domestic inspection fees and request an inspection from the California Water Company at least two (2) full business days before permanent construction within the City's right of way or easement. The California Water Company may be contacted at 661-837-7200.

APPLICANT'S RESPONSE:_____

7. Developer shall pay the required Water Resources Fire Service Inspection Fees and submit an *Inspection Request Form* for any underground fire waterlines and their apparatuses at least two (2) full business days before permanent construction. The form is available for download from the City's website at www.bakersfieldcity.us/gov/depts/water_resources/fees.htm

APPLICANT'S RESPONSE:_____

E. PUBLIC WORKS - ENGINEERING (1501 Truxtun Avenue)
(Staff contact – Susanna Kormendi; 661-326-3997 or skormendi@bakersfieldcity.us)

1. The developer shall install 1 streetlight along Rosedale Highway. The developer shall be responsible for providing the labor and materials necessary to energize all newly installed streetlights before occupancy of the building or site. These improvements shall be shown on the final building plans submitted to the Building Division before any building permits will be issued. Submit street light location and contact the Public Works Department at (661) 326-3584 for street light number.

APPLICANT'S RESPONSE:_____

2. The developer shall install new connection(s) to the public sewer system. This connection shall be shown on the final building plans submitted to the Building Division before any building permits will be issued.

APPLICANT'S RESPONSE:_____

3. Show on the final building plans all existing connection(s) to the public sewer system.

APPLICANT'S RESPONSE:_____

4. All on-site areas required to be paved (i.e. parking lots, access drives, loading areas, etc.) shall consist of concrete, asphaltic concrete (Type B. A. C.) or other paved street material approved by the City Engineer. Pavement shall be a minimum thickness of 2 inches over 3 inches of approved base material (i.e. Class II A. B.) if concrete is used, it shall be a minimum thickness of 4 inches per Municipal Code Section 17.58.060.A. This paving standard shall be noted on the final building plans submitted to the Building Division before any building permits will be issued.

   APPLICANT'S RESPONSE:_____

5. If a grading plan is required by the Building Division, building permits will not be issued until the grading plan is approved by **both** the Public Works Department and the Building Division.

   APPLICANT'S RESPONSE:_____

6. All storm water generated on the project site, including the street frontage shall be retained onsite unless otherwise allowed by the Public Works Department (please contact the Public Works Department – Subdivisions at 661-326-3576).

   APPLICANT'S RESPONSE:_____

7. Before any building or site can be occupied, the developer must reconstruct or repair substandard off-site street improvements that front the site to adopted city standards as directed by the City Engineer. Please call the Construction Superintendent at 661-326-3049 to schedule a site inspection to find out what improvements may be required prior to submitting a grading plan. Any off-site/frontage improvements or repairs required during the site inspection shall be shown on the grading plan.

   APPLICANT'S RESPONSE:_____

8. A street permit from the Public Works Department shall be obtained before any work can be done within the public right-of-way (streets, alleys, easements). Please include a copy of this site plan review decision to the department at the time you apply for this permit.

   APPLICANT'S RESPONSE:_____

9. A sewer connection fee shall be paid at the time a building permit is issued. We will base this fee at the rate in effect at the time a building permit is issued.

   APPLICANT'S RESPONSE:_____

10. If the project is subject to the provisions of the National Pollutant Discharge Elimination System (NPDES), a "Notice of Intent" (NOI) to comply with the terms of the General Permit to Discharge Storm Water Associated with Construction Activity (SWRCB Order No. 2009-009-DWQ as amended by Order No. 2010-0014-DWQ and 2012-0006-DWQ) must be filed with the State

Water Resources Control Board in Sacramento before the beginning of any construction activity. Compliance with the general permit required that a Storm Water Pollution Prevention Plan (SWPPP) be prepared, continuously carried out, and always be available for public inspection during normal construction hours.

APPLICANT'S RESPONSE:_____

11. Prior to the issuance of each building permit, or if no building permit is required, the first required City approval prior to construction, the developer/owner shall pay a Transportation Impact Fee (TIF) for regional facilities. This fee will be based on the rate in effect at the time the applicable approval is issued or in accordance with the Subdivision Map Act, as applicable. The Public Works Department will calculate an estimate of the total fee upon submittal of construction plans for the project.

    APPLICANT'S RESPONSE:_____

12. The developer shall form a new Maintenance District. Undeveloped parcels within an existing Maintenance District are required to update Maintenance District documents. Updated documents, including Proposition 218 Ballot and Covenant, shall be signed and notarized. If there are questions, contact Louis Rodriguez at 661-326-3571.

    (**Note:** If already within a maintenance district, may need to update the maintenance district form.)

    APPLICANT'S RESPONSE:_____

13. The developer shall install a full-sized manhole in each sewer line except residential development before it connects to the sewer main. This manhole is to be located within the property being developed and must be easily accessible by City workers.

    APPLICANT'S RESPONSE:_____

14. This project may be located within a Planned Sewer Area. Please contact the Public Works Department – Subdivisions at 661-326-3576 to determine what fees may apply.

    APPLICANT'S RESPONSE:_____

15. This project may be located within a Planned Drainage Area. Please contact the Public Works Department – Subdivisions at 661-326-3576 to determine what fees may apply.

    APPLICANT'S RESPONSE:_____

16. This project may be subject to Bridge and Major Thoroughfare fees. Please contact the Public Works Department – Subdivisions at 661-326-3576 to determine what fees may apply.

APPLICANT'S RESPONSE:_____

F. <u>PUBLIC WORKS - TRAFFIC (1501 Truxtun Avenue)</u>
(Staff contact – Susanna Kormendi; 661-326-3997 or skormendi@bakersfieldcity.us)

1. Show the typical parking stall dimension on the final building plans (minimum stall size is 9 feet x 18 feet and shall be designed according to standards established by the Traffic Engineer).

APPLICANT'S RESPONSE:_____

2. Please confirm the sidewalk does not extend out of the city right of way. The developer shall dedicate any sidewalk extending out of the right of way to the City of Bakersfield for the pedestrian way along all arterial streets. This must be conducted with a separate instrument or final map.

APPLICANT'S RESPONSE:_____

G. <u>PUBLIC WORKS - SOLID WASTE (4101 Truxtun Avenue)</u>
(Staff Contact - Jesus Carrera; 661-326-3114 or jcarrera@bakersfieldcity.us)
(Staff Contact - Niarobi Fletcher: 661-326-3114 or nfletcher@bakersfieldcity.us)
(Staff Contact - Luis Aldaco: 661-326-3114 or laldaco@bakersfieldcity.us)
(Staff Contact - Robert Manuel: 661-326-3114 or rmanuel@bakersfieldcity.us)
(Staff Contact - Richard Gutierrez: 661-326-3114 or rmgutierrez@bakersfieldcity.us)

1. You must contact the staff person noted above before building permits can be issued or work begins on the property to establish the level and type of service necessary for the collection of refuse and/or recycled materials. Collection locations must provide enough containment area for the refuse that is generated without violating required zoning or setback restrictions (see Planning Division conditions). Levels of service are based on how often collection occurs as follows:

☐ Cart service -- 1 cubic yard/week or less 1 time per week
☑ Front loader bin services -- 1 cubic yard/week - 12 cubic yards/day
☐ Roll-off compactor service -- More than 12 cubic yards/day

APPLICANT'S RESPONSE:_____

2. Show on the final building plans refuse/recycle bin enclosures. Each enclosure shall be designed according to adopted city standard (Detail # ST-27 and ST-28), at the size checked below ☑. Before occupancy of the building or site is allowed, the following front-loading type refuse/recycle bin(s) shall be placed within the required enclosure(s).

☐ _____6' deep x 8' wide (1 bin) ☐ _____8' deep x 15' wide (3 bins)
☐ _____8' deep x 10' wide (2 bins) ☑ One 8' deep x 20' wide (4 bins)
☐ _____8' deep x 10' wide; on skids for direct stab only (1-6 yard recycling bin)

(**Note:** <u>All measurements above are curb-to-curb dimensions inside the enclosure.</u> If both refuse and recycling containers are to be combined in the same enclosure area, this area must be expanded in size to accommodate multiple containers/bins - contact the staff person above for the appropriate enclosure size.)

APPLICANT'S RESPONSE:_____

3. Examples of enclosure styles can be found on (Detail # ST-32).

APPLICANT'S RESPONSE:_____

4. Facilities that require grease containment must provide a storage location that is separate from the refuse bin location. This shall be shown on the final building plans. If a grease interceptor is to be used instead of a grease containment bin, the plans must still show the location of an adequately sized enclosure should a grease containment bin be required at a future date. The grease containment bin shall not share the same enclosure as the refuse/recyclable/organic bin enclosure.

APPLICANT'S RESPONSE:_____

5. If utilities are incorporated into the enclosure design, they shall not interfere with space provided for refuse bins and must provide sufficient protection measures to guard the utilities from damage.

APPLICANT'S RESPONSE:_____

6. Enclosures shall not be located in an area that would cause refuse trucks to interfere with drive thru traffic flow entering or exiting the site, drive thru lanes, etc.

APPLICANT'S RESPONSE:_____

7. Businesses are required to have sufficient capacity of refuse/recycling/organic material storage to go without service for 1 day (Sunday). At any time refuse/recycling/organic services become an issue, businesses shall construct a second refuse enclosure to meet the demand. The second enclosure shall be approved by the City prior to construction.

APPLICANT'S RESPONSE:_____

ORDINANCE NO. 3984

AN ORDINANCE AMENDING TITLE SEVENTEEN OF THE BAKERSFIELD MUNICIPAL CODE AND ZONING MAP NO. 102-20 BY CHANGING THE ZONING FROM A C-2 (COMMERCIAL) ZONE TO A PCD (PLANNED COMMERCIAL DEVELOPMENT) ZONE CONSISTING OF A 440,306 SQUARE FOOT COMMERCIAL SHOPPING CENTER ON 52 ACRES GENERALLY LOCATED ON THE NORTHWEST CORNER OF ROSEDALE HIGHWAY AND MAIN PLAZA DRIVE (FILE # P00-0519)

WHEREAS, in accordance with the procedure set forth in the provisions of Title 17 of the Municipal Code of the City of Bakersfield, the Planning Commission held a public hearing on a petition to change the land use zoning of those certain properties in the City of Bakersfield generally located on the northwest corner of Rosedale Highway and Main Plaza Drive; and

WHEREAS, the proposed project, commonly known as "Northwest Promenade Phase 2" is shown on the site plan and elevations attached as Exhibit "B" consists of the following:

8 Major Retail Stores	373,406 square feet
4 Retail Shops	35,500 square feet
6 Freestanding Pads (Includes: 2 restaurant pads; 1 fast food pad; 1 retail store pad; 2 pads with combination of fast food and retail)	31,400 square feet
Total Square Feet	440,306 square feet;

and

WHEREAS, by Resolution No. 88-00 on September 7, 2000, the Planning Commission recommended approval and adoption of an ordinance amending Title 17 of the Municipal Code to approve a PCD (Planned Commercial Development) zone as delineated on attached Zoning Map No. 102-20 marked Exhibit "C", by this Council and this Council has fully considered the recommendations made by the Planning Commission as set forth in that Resolution; and

WHEREAS, the Planning Commission, as a result of said hearing, did make several general and specific findings of fact which warranted a negative declaration of environmental impact and changes in zoning of the subject property and the Council has considered said findings and all appear to be true and correct; and

WHEREAS, the law and regulations relating to the preparation and adoption of Negative Declarations, as set forth in CEQA and City of Bakersfield's CEQA Implementation Procedures, have been duly followed by city staff, Planning Commission and this Council; and

WHEREAS, a Negative Declaration was advertised and posted on August 17 and 23, 2000, in accordance with CEQA; and

WHEREAS, the general plan designation for this area allows commercial development; and

WHEREAS, the City Council has considered and hereby makes the following findings:

1. All required public notices have been given.

2. The provisions of CEQA have been followed.

3. Based on an initial study, the proposed Negative Declaration is adequate.

4. The zone change is consistent with the Metropolitan Bakersfield 2010 General Plan and the RiverLakes Ranch Specific Plan.

5. The 52 acre project site to be zoned PCD (Planned Commercial Development) is subject to the site plan and conditions of approval for PCD Zone Change P00-0519.

6. The proposed planned commercial development zone and preliminary development plan are consistent with the general plan and objectives of this ordinance.

7. The proposed planned commercial development will constitute a commercial environment of sustained desirability and stability, and it will compliment and harmonize with the character of the surrounding neighborhood and community.

8. The proposed planned commercial development justifies exception from the normal application of this code im that it integrates such elements as the location of structures, circulation pattern, parking, landscaping and utilities, together with a program for provision, operation, and of all areas, improvements, facilities and services provided on the property.

9. The 52 acre project site to be zoned to a PCD (Planned Commercial Development) zone, subject to conditions of approval as shown in attached Exhibit "A", is adequate in size and configuration to provide a commercial environment of sustained desirability and stability.

10. The project must be granted a "de minimis: exemption with respect to the payment of Fish and Game Section 711 fees. Based on the absence of evidence in the record as required by Section 21082.2 of the State of California Public Resources Code (CEQA) for the purpose of documenting significant effects, it is the conclusion of the Lead Agency that this project will result in impacts that fall below the threshold of significance with regard to wildlife resources and, therefore, must be granted a "de minimis" exemption in accordance with Section 711 of the State of California Fish and Game Code. Additionally, the assumption of adverse effect is rebutted by the above-referenced absence of evidence in the record and the Lead Agency's decision to prepare a Negative Declaration for this project.

SECTION 1.

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

1. All of the foregoing recitals are hereby found to be true and correct.

2. The Negative Declaration is hereby approved and adopted.

3. Section 17.06.020 (Zoning Map) of the Municipal Code of the City of Bakersfield be and the same is hereby amended by changing the land use zoning of that certain property in said City, the boundaries of which property is shown on Zoning Map. No. 102-20 marked Exhibit "C" attached hereto and made a part hereof, and are more specifically described in attached Exhibit "D ".

4. Such zone change is hereby made subject to the conditions of approval listed in attached Exhibit "A".

SECTION 2.

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

I HEREBY CERTIFY that the foregoing Ordinance was passed and adopted by the Council of the City of Bakersfield at a regular meeting thereof held on OCT 25 2000, by the following vote:

AYES:	COUNCILMEMBER CARSON, DEMOND, MAGGARD, COUCH, GREEN, SULLIVAN, SALVAGGIO
NOES:	COUNCILMEMBER NONE
ABSTAIN:	COUNCILMEMBER NONE
ABSENT:	COUNCILMEMBER NONE

Pamela A. McCarthy
CITY CLERK and Ex Officio Clerk of the
Council of the City of Bakersfield

APPROVED OCT 25 2000

Vice Mayor
Irma Carson

APPROVED as to form:
BART THILTGEN
City Attorney

By: _____
CARL HERNANDEZ
Deputy City Attorney

List of Exhibits:
A: Conditions of Approval
A.1. GET Bus Turnout Design
B: Site Plan and Elevations
C: Zone Map # 102-20
D: Legal Description

jeng \\ S:\ZoneChange\z519\cc\Ord-CC.wpd
September 15, 2000

EXHIBIT "A"
PCD ZONE CHANGE P00-0519
NORTHWEST PROMENADE PHASE 2
CONDITIONS OF APPROVAL

PUBLIC WORKS (Discretionary Conditions)

1 Prior to recordation of the parcel map, the subdivider shall
- 1.1 submit to the City Engineer for his review and approval a drainage and grading plan with soil report. The soil report is to include R-values and percolation tests for retention basin site.
- 1.2 submit to the Public Works Department and the Building Department for their review and approval a comprehensive plan for providing sewer service to each proposed use or parcel. Include pipe sizes and slopes.
- 1.3 provide easements as necessary based upon the approved drainage and sewer plans.
- 1.4 submit an enforceable, recordable document approved by the City Attorney to be recorded concurrently with the Final Parcel Map which will prohibit occupancy of any lot until all improvements have been completed by the subdivider and accepted by the City.
- 1.5 submit for the City's Review and approval C.C. & R.'s and Property Owner's Association By-Laws for the use and maintenance of all non-dedicated, shared facilities. Among those non-dedicated, shared facilities will be the on-site sewer main lines and laterals and storm water retention basin(s) and associated storm drain lines and appurtenant facilities.
- 1.6 ensure that each cable television company provides notice to the City Engineer of its intention to occupy the utility trench.

2 On Rosedale Highway,
- 2.1 The number and location of entrances will be determined and approved by CalTrans
- 2.2 Dedicate additional right-of-way needed for widening Rosedale Highway to a half width of 67 feet.
- 2.3 Construct street improvements, including curb & gutter, 5.5 ' wide sidewalk, street lights and street paving to City standards and as approved/required by CalTrans. The improvement plans must be approved by the City Engineer prior to submission to CalTrans.
- 2.4 The developer may either pay his pro-rata share of the cost of a landscaped median island or he may construct the full width landscaped median island with the City reimbursing him for the south half of the median. Provide a mechanism for payment of maintenance costs. Landscape and irrigation plans must by approved by the Parks Department prior to submission to CalTrans.

3 Prior to 50% buildout, provide right-of-way and construct a local road connecting the west side of the project site with Calloway Road, to connect at the existing signal location on Calloway.

4 If the subdivider is unable to obtain the required right of way, then he shall pay to the City the up-front costs for eminent domain proceedings and enter into an agreement and post security for the purchase and improvement of said right of way.

5 A traffic impact study was prepared by Pinnacle Engineering for a Major Retail project of 440,300 GLFA. Since the development is consistent with the current General Plan designations the project was evaluated for it's impacts at full project build out which was considered to occur by 2005. Based upon the study we have the following comments and recommendations:

5.1 Opening Day Mitigation. The following improvements are to be constructed with the project. Since both of these are on the Caltrans facility final approval must come from Caltrans.

5.1.1 Construction of a traffic signal at the main entrance on Rosedale Highway. However, per CalTrans requirements, the applicant must justify the need for a signal west of Main Plaza. If the signal is justified, the proponent must then evaluate the proposed location of this signal as opposed to placing in at Delbert St.

5.1.2 Widen Rosedale Highway to full width along the project frontage with right turn lanes into each entrance. Continuous right turn lanes are not recommended. Striping or barrier curb, acceptable to Caltrans, must be built to satisfactorily delineate the right lanes to avoid potential confusion and conflict.

5.1.2.1 A supplemental driveway analysis was performed which showed at 2005 a traffic signal IS NOT expected to be warranted on Main Plaza Drive at the main east-west cross aisle. The aisle lines up with the main cross aisle from Phase I. However, with the combined traffic at this point there is the potential need for a signal at this location.

Prior to issuance of the first building permit or recording of the first map the developer shall enter into an agreement with the City for the potential future construction of this signal. A cash deposit of $25,000 will be required with the agreement, with an assurance that, should the City determine that a signal is necessary at this intersection, the developer shall pay the remaining cost to install the signal. At the time it is determined to be needed, the City may utilize the $25,000 to install a median turn restriction at the intersection instead of installing a traffic signal. The developer shall retain the option of installing a traffic signal at any time and may request a refund of his deposit if a median turn restriction has not yet been constructed. This deposit, if unutilized, could be released within a year of full project build out or some other acceptable threshold subject to review of the need for said signal at that time.

5.3 Regional Impact Fee. The project traffic was distributed over the facilities on the fee list and the fee was computed per policy. The fee was computed to be $1,115,588 which equates to $2,533.70 per 1,000SF of GLFA. It should noted per the attached letter that a credit is expected for the portion of Rosedale Highway constructed along the project frontage.

6 Concurrently with recordation of the parcel map, the following covenant shall be recorded by the property owner: a covenant containing information with respect to the addition of this subdivision to the consolidated maintenance district. Said covenant shall also contain information pertaining to the maximum anticipated annual cost per single family dwelling for the maintenance of landscaping associated with this tract. Said covenant shall be provided to each new property owner through escrow proceedings.

PLANNING (Discretionary Conditions)

7 The Northwest Promenade Phase 2 is approved with a total square footage of 440,306 square feet as shown on attached Exhibit "3" and as summarized below:

8 Major Retail Stores	373,406 square feet
4 Retail Shops	35,500 square feet
6 Freestanding Pads (see Condition # 7.1)	31,400 square feet

7.1 The fast food/drive-through, restaurant and retail uses and square footages depicted on the site plan (attached Exhibit "3") for the freestanding pads may be interchanged among the freestanding pads with final development pads. The total square footage for each type of use, and the cumulative total of 31,400 square feet for all the pads must not be exceeded.

Specifically describes the proposed square footage approved for the shopping center. Condition 7.1 allows developer flexibility to market and obtain tenants for the freestanding pads as long as the overall project impacts do not increase or create new significant impacts.

8 Final landscape plans shall be submitted with the final development plans and shall incorporate the standards and details presented in the preliminary landscape plan and as described in BMC Section 17.53.060 with the following conditions.

8.1 Landscape setback areas along Rosedale Highway and Main Plaza Drive shall be developed with bermed landscaping to provide a visual screen to commercial parking areas as required in the RiverLakes Ranch Specific Plan. Berm cross sections and details shall be included with the final development and landscaping plans. The minimum width for landscaping along Rosedale Highway and Main Plaza Drive is 23 feet wide.

8.2 Landscaping shall extend along the west side of Main Plaza Drive along the tower line frontage to the north boundary of the project site to match the landscaping on the east side of Main Plaza Drive.

8.3 Final landscape plans shall include the parking areas provide the minimum 30% coverage of tree shading in accordance with Landscaping Ordinance § 17.60.030 M.

8.4 A minimum of 30% of the total number of trees in the entire project site shall be evergreen species.

8.5 Tree sizes shall be a minimum of 15 gallon, except minimum 24 gallon size trees are required for species shown as 24 gallon size on the preliminary landscape plan (Exhibit "3.")

8.6 Final landscape plans shall ensure trees adjacent buildings with main entrances facing parking lots in accordance with Landscaping Ordinance Section 17.61.030 N.

8.7 All freestanding pad structures shall include a minimum of two trees adjacent to any elevation facing a parking area or drive aisle.

8.8 The minimum height of the California Fan Palms shown on the conceptual landscape plan shall be 15-feet. The required tree height shall be labeled on the final landscape plan.

Ensures consistency with the landscaping standards contained in the City's Zoning Ordinance and the RiverLakes Ranch Specific Plan, and the proposed conceptual landscape plan submitted by the applicant.

9 Freestanding building pads which will not be built on immediately after grading shall be hydroseeded or turfed and maintained along with other required landscaping. Pad areas to be turfed shall be labeled as such on final development plans and a perimeter barrier to prevent vehicular access shall be provided.

Assists in reducing dust and weeds on undeveloped areas Because the freestanding pads are closest to Rosedale Highway and Main Plaza Drive, there is increase visibility of the undeveloped pads. Turfing the freestanding pads provides for a more pleasing view of the pad areas adjacent these highly traveled streets until construction of the sites begins.

10 Applicant shall provide a perimeter barrier (such as curbing) to prevent vehicular access to all major and in-line shop building areas not immediately constructed. Major and in-line shop buildings which will not be constructed immediately after grading shall be, at the option of the developer, either be a) turfed, b) landscaped, or c) treated and maintained with a dust binder.

Assists in reducing dust and weeds on undeveloped areas and provides for aesthetic enhancement of the vacant areas until construction of the sites begins.

11 The applicant shall maintain the area within the tower easement for weed and litter control to reduce fire hazards and nuisance. The method of weed control shall be one that produces minimal dust, such as mowing. Applicant shall install a perimeter barrier along the south boundary of the tower easement to prevent vehicular access into the easement.

Needed for public health, welfare and safety to reduce fire hazard and maintain dust control.

12 In accordance with the RiverLakes Ranch Specific Plan, the applicant shall construct a 6-foot high wall along the northern and western parcel boundaries of the project site, including the fire station, concurrently with the issuance of the first building permit for any major tenant or in-line shop building. Wall would not be required if a building permit is issued for only a freestanding pad.

Ensures consistency with the development policies related to walls contained in the RiverLakes Ranch Specific Plan.

13 Prior to submitting the final development plan, subdivider shall contact the Kern County Fire Department to inquire whether the Department desires a gate in the wall and driveway access directly from the fire station to the shopping center. If the Department desires such an access, the applicant shall coordinate design of the gate and access with the Department and construct the gate and access concurrently with the block wall required along the western perimeter of the center. Applicant shall submit evidence that the inquiry has been made with the Fire Department.

Police power to provide for the public health, welfare and safety.

14 The applicant shall provide a bus shelter and turnout on a concrete pad within the shopping center in the vicinity of the buildings shown as "Major 5" and "Shops B" or in another on-site location mutually agreeable between the applicant and Golden Empire Transit (GET). The bus shelter and turnout and elevation shall be shown on the final development plan. The elevation of the shelter shall be complementary to the center's architecture. Written approval from GET as to location and design shall be submitted with the final development plan. A typical turnout design is attached to these conditions as Exhibit "1.A."

Provides for the public health, welfare and safety.

15 Prior to or with submittal of final development plans, the applicant shall submit an application for a Comprehensive Sign Plan. Plan shall include design of the "Primary Community Entry" signage identified in the RiverLakes Ranch Specific Plan as located at the northwest corner of Rosedale Highway and Main Plaza Drive. No signage, except for temporary construction signs, shall be permitted prior to approval of a comprehensive sign plan.

A comprehensive sign plan requirement is consistent with the condition placed on Phase 1 of the Northwest Promenade Shopping Center. Typically, staff recommends a sign plan be approved by the Commission in order to maintain the flavor and aesthetics of the shopping center.

16 If during construction activities or ground disturbance, cultural resources are uncovered, the subdivider shall stop work and retain a qualified archeologist for further study. Subdivider shall notify the proper authorities and be subject to any mitigation measures required of the archeologist.

Mitigation measure recommended by the Southern San Joaquin Valley Information Center Archeological Inventory as stated in their letter dated June 21, 2000.

SITE PLAN REVIEW

The following are specific items that the Site Plan Review Committee has noted that you need to resolve before you can obtain a building permit or be allowed occupancy. These items may include changes or additions that need to be shown on the final building plans, alert you to specific fees, and/or are comments that will help you in complying with the City's development standards. Each item will note when it is to be completed and they have been grouped by department so that you know who to contact if you have questions.

17. A. DEVELOPMENT SERVICES - BUILDING (staff contact - Phil Burns 661/326-3718)

1. The applicant shall submit 4 copies of grading plans and 2 copies of the preliminary soils report to the Building Division. You must submit a final soils report to the Building Division before they can issue a building permit.

2. Include with the final site plan documentation, or show changes on the final plan that the project complies with all disability requirements of Title 24 of the State Building Code.

3. The applicant shall obtain all required approvals from the Kern County Environmental Health Services Department (2700 "M" Street, Bakersfield, CA; Ph. 661/862-8700) for any food handling facility, (ie. market, delicatessen, café, concession, restaurant) before building permits can be issued.

4. Structures exceeding 10,000 square feet in area shall require installation of an automatic fire sprinkler system.

5. Business identification signs are **not** considered nor approved under this review. A separate review and sign permit from the Building Division is required for all new signs, including future use and construction signs. Signs must comply with the Sign Ordinance (Chapter 17.60).

6. The Building Division will calculate and collect the appropriate school district impact fee at the time they issue a building permit.

17.B. DEVELOPMENT SERVICES - PLANNING (staff contact - Dave Reizer 661/326- 3673)

1. The minimum parking required for this project shall comply with the requirements of BMC Section 17.58.110 (Parking Ordinance) .
For informational purposes the parking has been computed below based on uses shown on the proposed site plan at the rate shown in BMC § 17.58.110, the project requires a minimum of 1,934 spaces. Note that 2,696 parking spaces are shown on the proposed site plan.

Use	*Square Footage*	*Parking Ratio*	*Required Parking*
Shopping Center			
**Gross floor area up to and including 35,000 sq. ft.*	*35,000 sq. ft.*	*1 space/200 sq. ft.*	*175 spaces*
**Gross floor area in excess of 35,000 sq. ft*	*390,506 sq. ft.*	*1 space/250 sq. ft.*	*1,562 spaces*
**Free standing (single user) satellite pads fast food/ restaurants.*	*14,800 sq. ft.*	*1 space/ 75 sq. ft.*	*197 spaces*
		Total Required:	***1,934 spaces***

2. The applicant shall submit one (1) copy of the final landscape plan to the Planning Division, and include a copy of this plan with each set of the final building plans. Building permits will not be issued until the Planning Division has approved the final landscape plan for consistency with approved site plans, zone change conditions of approval, and minimum ordinance standards.

3. Approved landscaping, parking, lighting, and other related site improvements shall be installed and inspected by the Planning Division before final occupancy of any building or site. Please schedule final inspections with Dave Reizer (661/326-3673).

4. A solid masonry wall is required to be constructed adjacent to residentially zoned property as indicated by staff on the returned site plan. This wall must be shown on the final building plans and shall be constructed a minimum height of 6 feet as measured from the highest adjacent finished grade. If the parking lot, including drive aisles, delivery areas, loading and unloading areas are within 10 feet of residentially zoned property, a 7-foot wide landscape strip that includes landscaping consistent with Chapter 17.61 shall be installed between the wall and parking/drive areas (this will also be noted on the returned plan).

5. Parking lot lighting is required by the Bakersfield Municipal Code (Section 17.58.060A). Lights shall be designed, arranged, and shielded to reflect light away from adjacent residential properties and streets. All light fixtures shall be between 15' and 40' above grade with illumination evenly distributed across the parking area. Lighting direction and type of light fixture shall be shown on the final site plan or included with the building plans.

6. Addressing for the project shall be designated as shown by staff on the returned site plan. These address numbers will be the only addresses assigned by the city unless you wish to have a different address program. Internal unit addresses will be only by suite number and will be the responsibility of the owner or developer to assign to each tenant.

   (*It is recommended that you initially assign suite numbers beginning with 100, 200, 300, etc. instead of an alphabetic character. If in the future a tenant space is split, you would then be able to assign a number between these numbers which would keep your suites addressed in numerical order. Keeping an orderly numbering system will make it easier for customers, emergency personnel, mail delivery to find the business.*)

7. Habitat Conservation fees shall be required for this project and will be calculated based on the fee in effect at the time we issue an urban development permit (includes grading plan approvals) as defined in the Implementation/Management Agreement (Section 2.21) for the Metropolitan Bakersfield Habitat Conservation Plan. Upon payment of the fee, the applicant will receive acknowledgment of compliance with Metropolitan Bakersfield Habitat Conservation Plan (Implementation/Management Agreement Section 3.1.4). This fee is currently $1,240 per gross acre, payable to the City of Bakersfield (submit to the Planning Division).

8. Rooftop areas of commercial buildings (eg. office, retail, restaurant, assembly, hotel, hospital, church, school) shall be completely screened by parapets or other finished architectural features constructed to a height of the highest equipment, unfinished structural element or unfinished architectural feature of the building.

9. Open storage of materials and equipment shall be surrounded and screened with a solid wall or fence (screening also applies to gates). This fence shall be at least 6 feet in height and materials shall not be stacked above the height of the fence. *(Note: A taller fence is allowed in commercial and industrial zones. A building permit is only required for fences and walls over 6 feet in height.)*

10. Prior to issuance of a building permit, a common access and parking easement and/or covenant shall been recorded for the shopping center.

17.C. <u>FIRE DEPARTMENT</u> (staff contact - Greg Yates 661/326-3939)

1. Show on the final site plan:

   a. All fire lanes as indicated on the returned plans, or as they may be modified by the Fire Department. Spacing between each sign identifying the fire lane must also be shown on the final plan that meets minimum city standards. The applicant shall install all required fire lane signs before occupancy of any building or portion of any building is allowed.

   b. Both offsite (nearest to site) and on-site fire hydrants with required fire flows. New fire hydrants shall be sited and installed in accordance with the latest adopted version of the California Fire Code. Hydrants must be in working order to assure that adequate fire protection is available during construction unless other arrangements for such protection are approved by the Fire Department. Please provide 2 sets of the engineered water plans to Greg Yates. *(Note: All new fire hydrants must be purchased from the Fire Department.)*

   c. If the project has fire sprinkler or stand pipe systems. The Fire Department will issue guidelines for connection locations (FDC) when automatic sprinkler and stand pipe systems are required.

   d. Project address, including suite number if applicable. If the project is within a shopping or business center, note the name and address of the center.

   e. Name and phone number of the appropriate contact person.

2. The applicant must request an inspection of any underground sprinkler feeds at least 24 hours before they are buried. The Fire Safety Control Division (1715 Chester Avenue, Suite 300, Bakersfield, CA; Ph. 661/326-3951) must complete all on-site inspections of fire sprinkler systems and fire alarm systems before any building is occupied.

3. All access (permanent and temporary) to and around any building under construction must be at least 20 feet wide, contain no vehicle obstructions, and be graded to prevent water ponding. Barricades must be in place where ditches and barriers exist in or cross roadways. Emergency vehicle access must always be reliable.

4. The applicant shall obtain all necessary approvals from the Fire Department for fuel tanks or related facilities before they are installed on the site. Please contact the Environmental Services Division at 661/326-3979 for further information.

5. If you handle hazardous materials or hazardous waste on the site, the Environmental Services Division may require a hazardous material management plan before you can begin operations. Please contact them at 661/326-3979 for further information.

6. If you treat hazardous waste on the site, the Environmental Services Division may require a hazardous waste "Tiered" permit before you can begin operations. Please contact them at 661/326-3979 for further information.

7. If you store hazardous materials on the site in either an underground or a permanent aboveground storage tank, a permit from the Environmental Services Division is required to install and operate these tanks. The Environmental Services Division may also require a Spill Prevention Control and Countermeasure Plan before you can begin operations. Please contact them at 661/326-3979 for further information.

17.D. <u>PUBLIC WORKS - ENGINEERING</u> (staff contact - Lauren Dimberg 661/326-3585)

1. The applicant shall construct curbs, gutters, cross gutters, sidewalks, and street paving along Rosedale Highway and Main Plaza Drive according to adopted city standards. These improvements shall be shown on the final site plan submitted to the Building Division before any building permit will be issued. Deceleration lanes shall be constructed at each entrance of Rosedale Highway. Curb and gutter west of the west entrance on Rosedale Highway to the fire station to be constructed at the ultimate location.

2. The applicant shall install 6 street lights along Rosedale Highway and Main Plaza Drive as shown by staff on the returned site plan. The applicant shall be responsible for providing the labor and materials necessary to energize all newly installed street lights before occupancy of the building or site. These improvements shall be shown on the final site plan submitted to the Building Division before any building permit will be issued.

3. The applicant shall construct standard handicap ramps at each entrance on Rosedale Highway and Main Plaza Drive according to adopted city standards. These improvements shall be shown on the final site plan submitted to the Building Division before any building permit will be issued.

4. The applicant shall install new connection(s) to the public sewer system. This connection shall be shown on the final site plan submitted to the Building Division before any building permit will be issued.

5. All driveways, vehicular access and parking areas shall be paved with a minimum of 2" Type B, A.C. over 3" Class II A.B. according to the Bakersfield Municipal Code (Sections 15.76.020 & 17.58.050 N.) and the adopted standards of the City Engineer. This paving standard shall be noted on the final site plan submitted to the Building Division before any building permit will be issued.

6. If a grading plan is required by the Building Division, a building permit will not be issued until the grading plan is approved by both the Public Works Department and Building Division.

7. If the project generates industrial waste, it shall be subject to the requirements of the Industrial Waste Ordinance. You must obtain an industrial waste permit from the Public Works Department before issuance of the building permit. To find out what type of waste is considered industrial, please contact the waste water treatment superintendent at 661/326-3249.

8. Before you can occupy any building or site, you must reconstruct or repair substandard off-site improvements to adopted city standards as directed by the City Engineer. Please call the construction superintendent at 661/326-3049 to schedule a site inspection to find out what improvements may be required.

9. You must obtain a street permit from the Public Works Department and/or Caltrans before any work can be done within the public right-of-way. Please include a copy of this site plan review decision to the department at the time you apply for this permit.

10. Sewer connection fees shall be paid at the time a building permit is issued. We will base these fees at the rate in effect at the time a building permit is issued.

11. If the project is subject to the provisions of the National Pollutant Discharge Elimination System (NPDES), a "Notice of Intent" (NOI) to comply with the terms of the General Permit to Discharge Storm Water Associated with Construction Activity (WQ Order No. 92-08-DWQ) must be filed with the State Water Resources Control Board in Sacramento before the beginning of any construction activity. Compliance with the general permit requires that a Storm Water Pollution Prevention Plan (SWPPP) be prepared, continuously carried out, and always be available for public inspection during normal construction hours.

12. A transportation impact fee for local and regional facilities shall be paid at the time a building permit is issued. This fee will be based on the traffic study for this project. The Public Works Department will calculate an estimate of the total fee when you submit construction plans for the project.

13. The developer shall, along the entire frontage of the development within Rosedale Highway, construct a landscaped median island. Landscape plans to be approved by the City Parks Department.

14. The developer shall form a maintenance district for operating and maintaining the traffic signal at the main entrance on Rosedale Highway.

17.E. PUBLIC WORKS - TRAFFIC (staff contact - George Gillburg 661/326-3997)

1. Street return type approach(es), if used, shall have 20' minimum radius returns with a 24' minimum throat width.

2. Two-way drive aisles shall be a minimum width of 24 feet. If perpendicular (90°) parking spaces are proposed where a vehicle must back into these aisles, the minimum aisle width shall be 25 feet. All drive aisle widths shall be shown on the final plan.

3. Show the typical parking stall dimensions on the final plan. Minimum parking stall dimensions shall be 9' wide x 18' long. Vehicles may hang over landscape areas, including tree wells, no more than 2½ feet provided required setbacks along street frontages are maintained, and trees and shrubs are protected from vehicles as required by the Planning Division.

4. Proposed Traffic signal on Rosedale Highway at main entrance shall be operational before any part on this phase opens.

5. Construct Rosedale Highway to ultimate width adjacent Freestanding Pad 6.

17.F. <u>PUBLIC WORKS - SOLID WASTE</u> (staff contact - John Wilburn 661/326-3114)

1. Show on the final plan 6, 8' x 10' and 3, 8' x 20' refuse bin enclosures designed according to adopted city standards (Detail #S-43). Before occupancy of the building or site is allowed, 14, 3 cubic yard front loading type refuse bins shall be placed within the required enclosures.

2. Show on the final plan 8 compactor roll-off bin location(s).

3. Before building permits can be issued or work begins on the property, you must contact the staff person noted above to establish the level and type of service necessary for the collection of refuse and/or recycled materials.

4. Facilities that require infectious waste services shall obtain approval for separate infectious waste storage areas from the Kern County Health Department. In no instances shall the refuse bin area be used for infectious waste containment purposes.

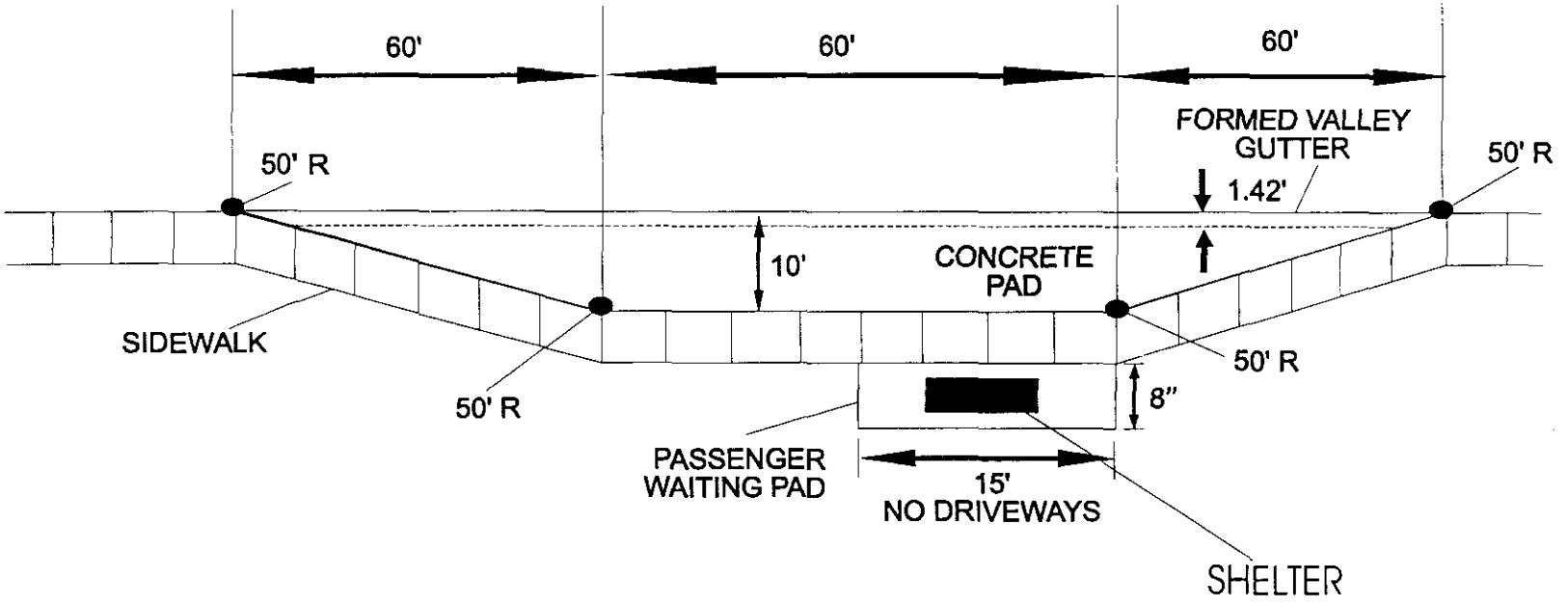
5. Facilities that require grease containment must provide a storage location that is separate from the refuse bin location.

6. Facilities that participate in recycling operations must provide a location that is separate from the refuse containment area.

7. The Solid Waste Division will determine appropriate service levels for refuse collection required for a project. These levels of service are based on how often collection occurs as follows:

   - Can or cart service -- 1 cubic yard/week or less
   - Front loader bin service -- 1 cubic yard/week - 12 cubic yards/day
   - Roll-off compactor service -- More than 12 cubic yards/day

EXHIBIT "A.1."

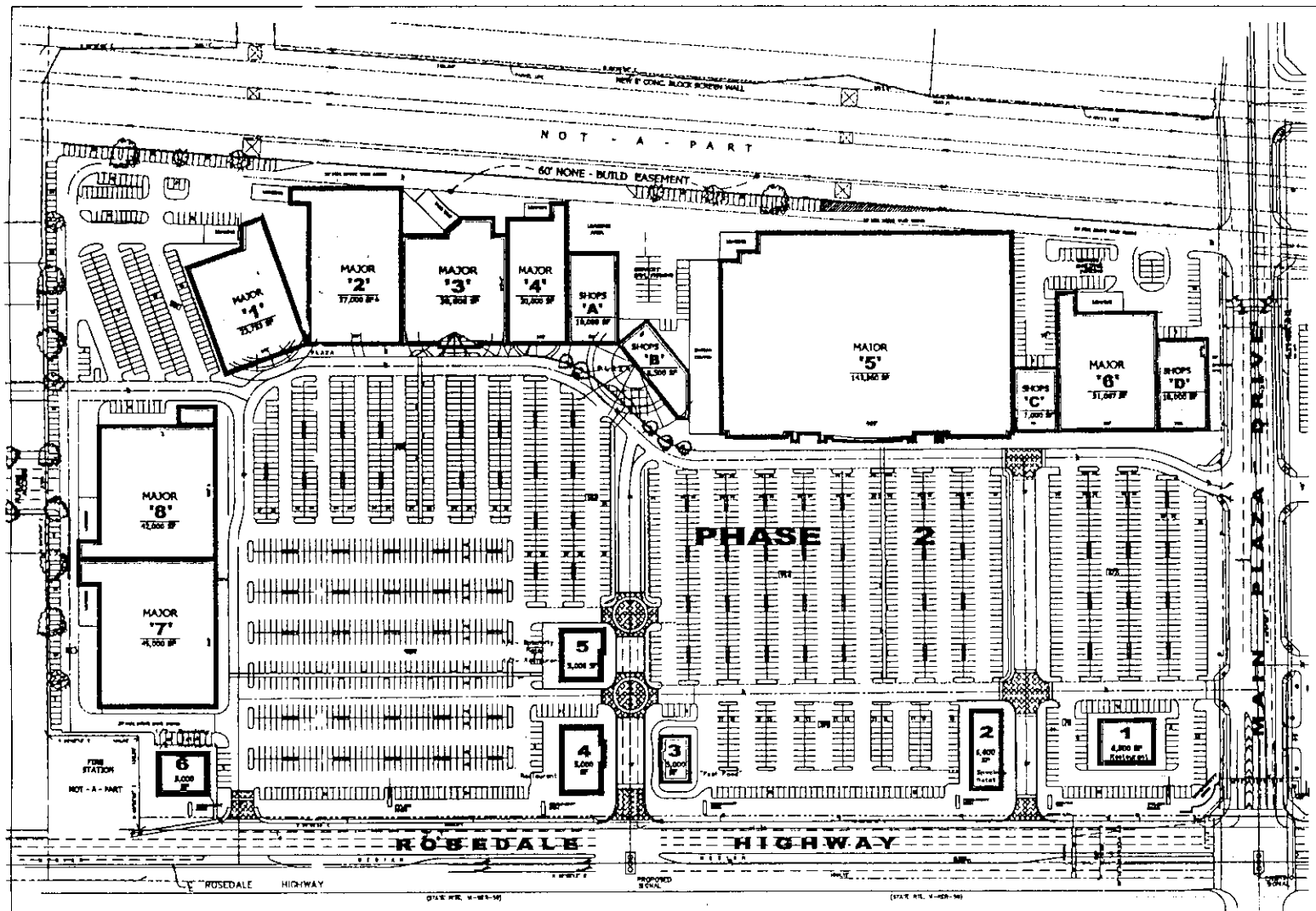


N

Golden Empire Transit District

TURNOUT DESIGN
NORTHWEST PROMENADE
PHASE 2

EXHIBIT "B"



PHASE 2 SITE PLAN

PHASE 2

AREA ANALYSIS

SITE AREA : (gross) ± 52.1 ACRES
(net) ± 43.2 ACRES

BLDG.	USE	BUILDING AREA
MAJOR '1'	(Retail)	23,753 SF
'2'	(Retail)	37,000 SF
'3'	(Retail)	20,000 SF
'4'	(Retail)	30,606 SF
'5'	(Retail)	143,960 SF
'6'	(Retail)	31,087 SF
'7'	(Retail)	45,000 SF
'8'	(Retail)	42,000 SF
SHOPS 'A'	(Retail)	10,000 SF
'B'	(Retail)	8,500 SF
'C'	(Retail)	7,000 SF
'D'	(Retail)	10,000 SF
PAD '1'	(Restaurant)	6,800 SF
'2'	(Specialty Retail)	6,600 SF
'3'	((Fast Food)	3,000 SF
'4'	(Restaurant)	5,000 SF
'5'	(1/2 Fast Food (1/2 Retail)	5,000 SF
'6'	(1/2 Fast Food (1/2 Retail)	5,000 SF

TOTAL G.L.A. : 440,306 SF

PARKING PROVIDED: 2,696 CARS

PARKING RATIO : 6.12 / 1000 SF

PARKING REQUIRED : 1,967 CARS

Project Parking Requirements
Front Pad Bldgs.: 31,400 SF 296Cars

Retail Use : 5/1000 SF (11,800 SF) = 59
Restaurant Use : 13/1000 SF (19,800 SF) = 257.4
Fast Food : 12/1000 SF

In-Line Retail & Shops:
1st 35,000 SF Retail @ 1/200 SF : 35,000 SF : 175 Cars
Rest of Retail @ 1/250 SF : 373,906 SF : 1,494 Cars
TOTAL PARKING REQUIRED : 1,967 Cars

LHA 20027
1"= 60'
NORTH

MAY 18, 2000
REV.: JUNE 6, 2000
JUNE 12, 2000
JUNE 13, 2000
JUNE 27, 2000
JULY 21, 2000

0' 50' 100' 200'

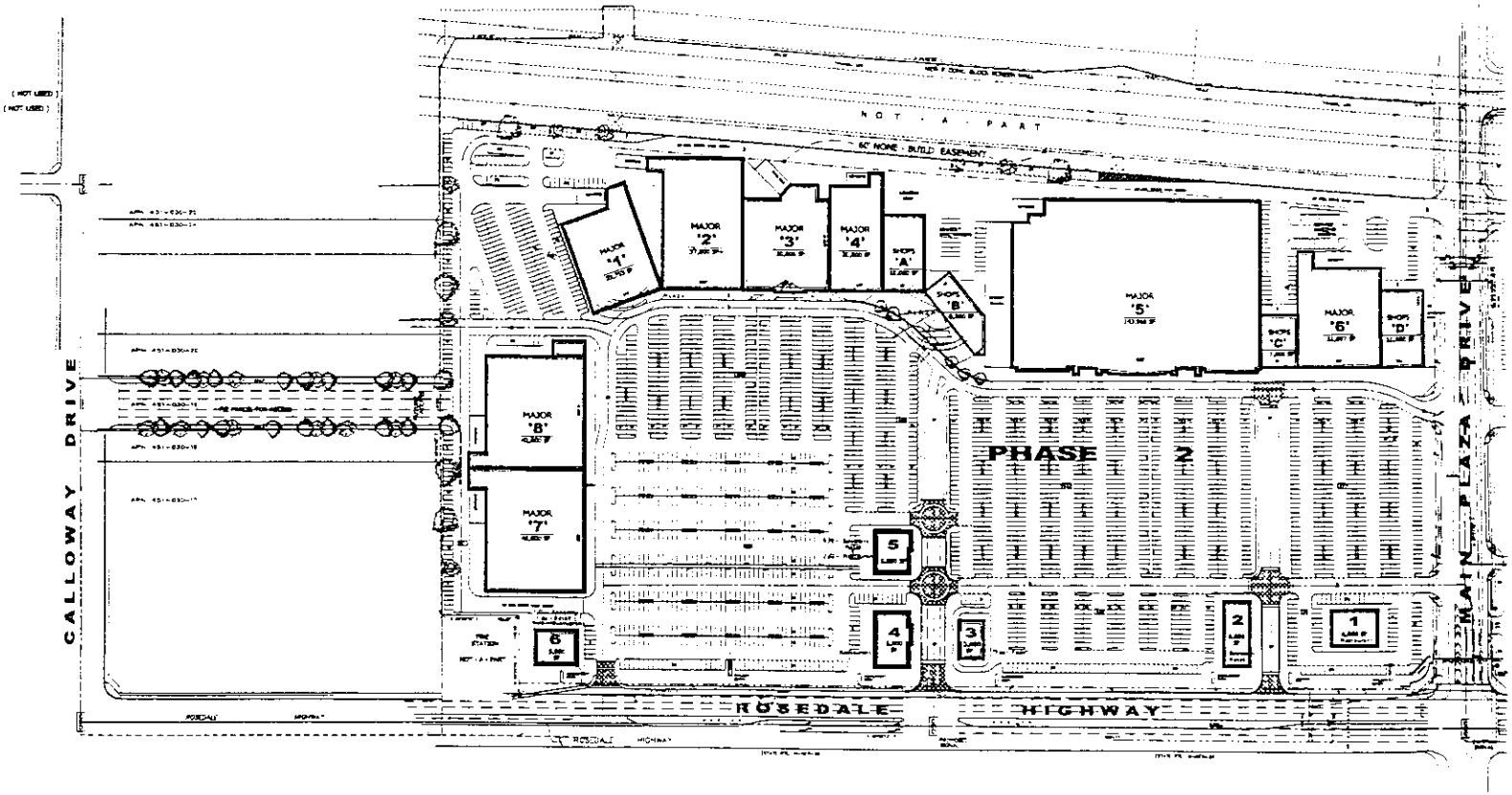
ARCHITECTS
LEIDENFROST/HOROWITZ & ASSOCIATES

NORTHWEST PROMENADE

BAKERSFIELD CALIFORNIA

HOFFER PROPERTIES
2101 STATE ROAD
BAKERSFIELD, CA 93308
TEL: (661) 393-7000 FAX: (661) 393-8734

EXHIBIT "B"



CONCEPTUAL SITE PLAN

ARCHITECTS
LEIDENFROST/HOROWITZ & ASSOCIATES

NORTHWEST PROMENADE

BAKERSFIELD CALIFORNIA

HOPPER PROPE

EXHIBIT "B"

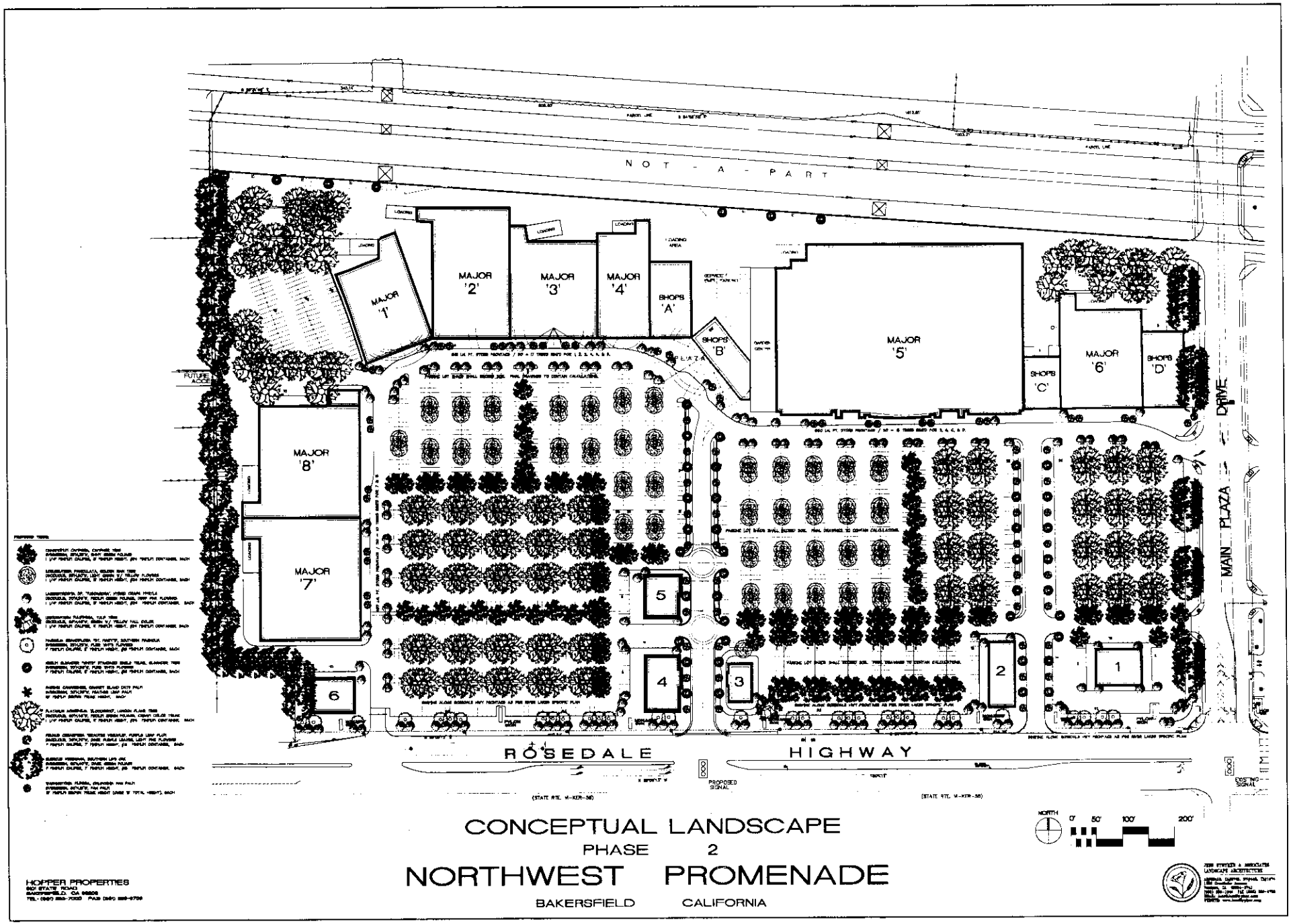
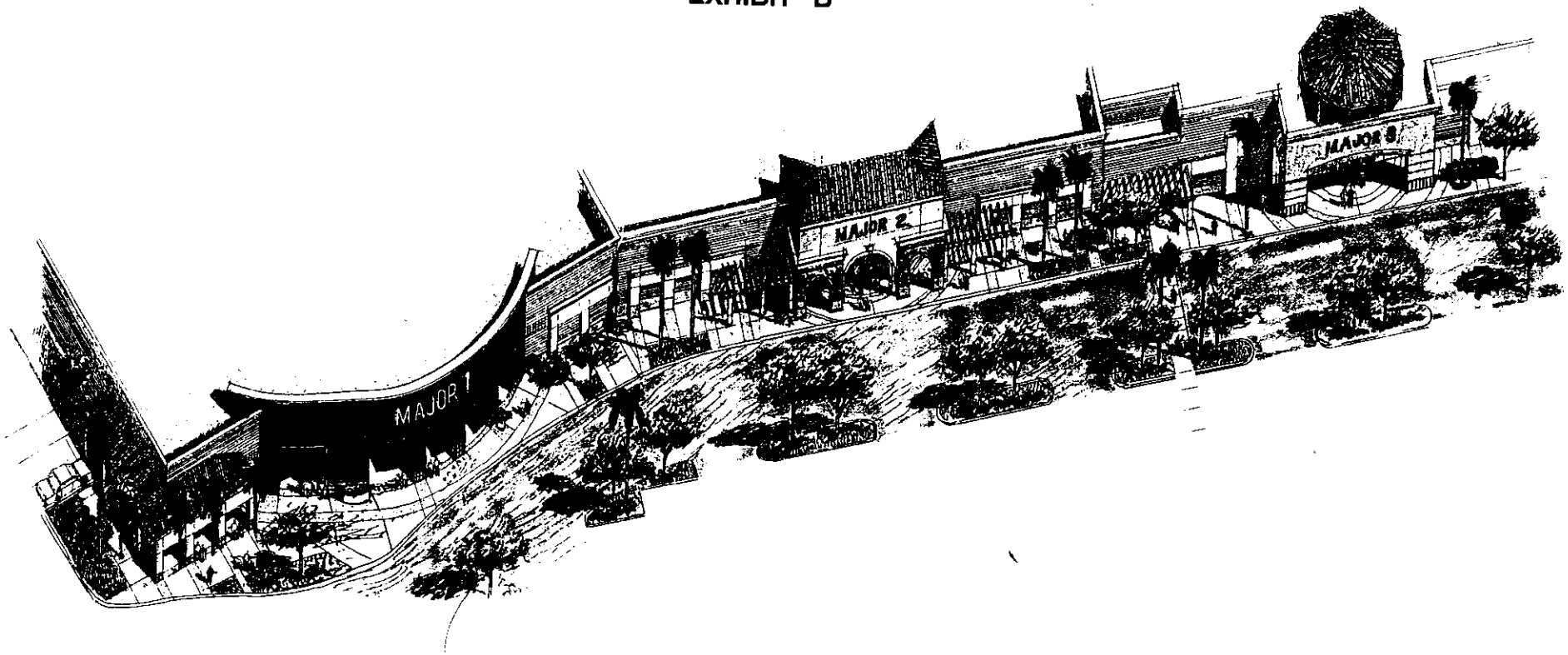
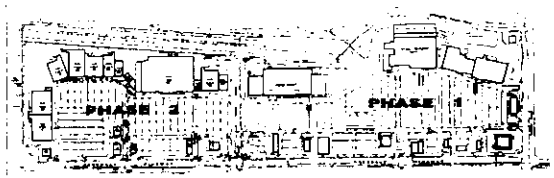

NOT - A - PART
MAJOR '1'
MAJOR '2'
MAJOR '3'
MAJOR '4'
SHOPS 'A'
SHOPS 'B'
MAJOR '5'
SHOPS 'C'
MAJOR '6'
SHOPS 'D'
MAJOR '7'
MAJOR '8'
FUTURE ACCESS
PLAZA
MAIN PLAZA DRIVE
ROSEDALE HIGHWAY
PROPOSED SIGNAL
EXISTING SIGNAL
(STATE RTE. M-KER-58)
NORTH
0' 50' 100' 200'
CONCEPTUAL LANDSCAPE
PHASE 2
NORTHWEST PROMENADE
BAKERSFIELD CALIFORNIA
HOPPER PROPERTIES

EXHIBIT "B"





KEY PLAN

VIGNETTE - 1

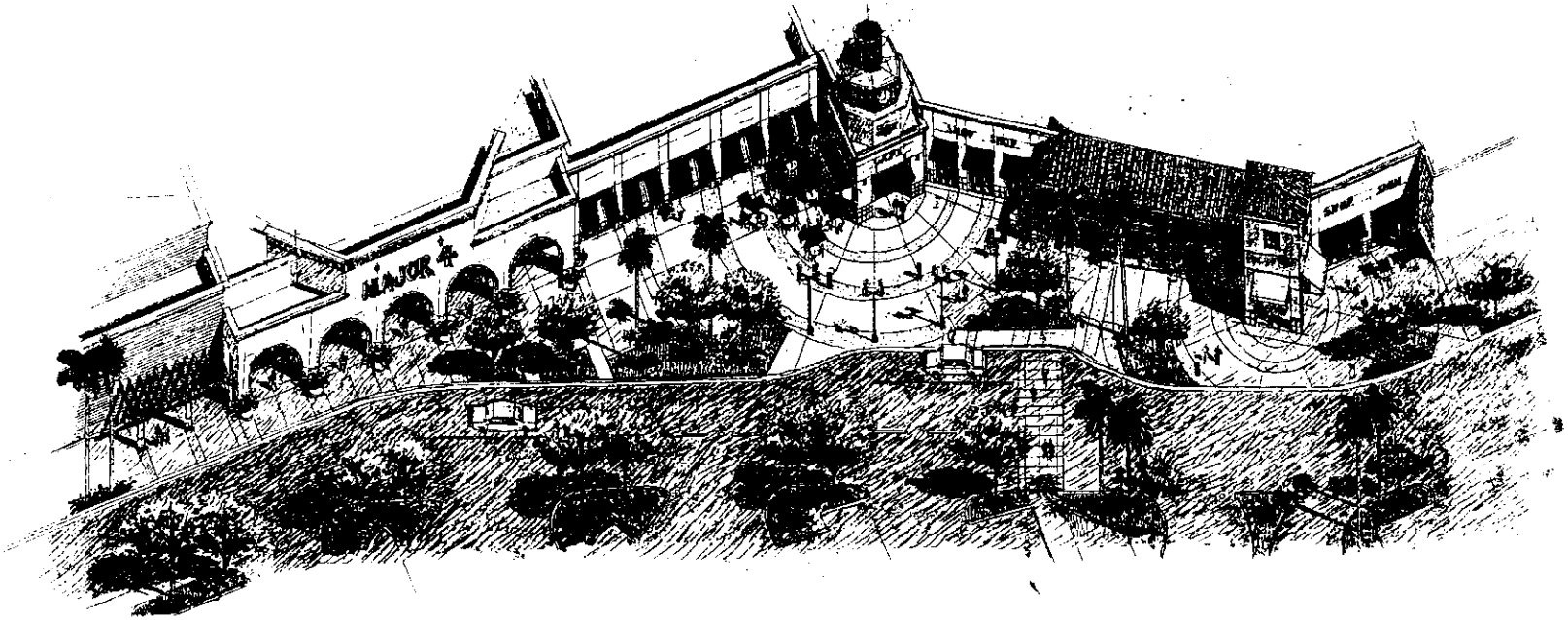
ARCHITECTS
LEIDENFROST/HOROWITZ & ASSOCIATES
GLENDALE CALIFORNIA

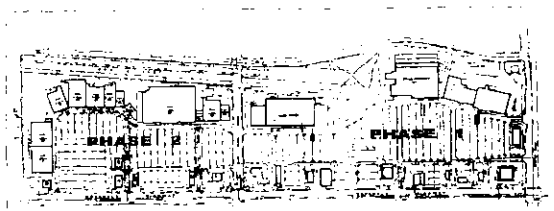
NORTHWEST PROMENADE

BAKERSFIELD CALIFORNIA

HOPPER PROPERTIES
3101 STATE ROAD
BAKERSFIELD, CA 93308
TEL: (661) 393-7000 FAX: (661) 393-8738

EXHIBIT "B"





KEY PLAN

VIGNETTE - 2

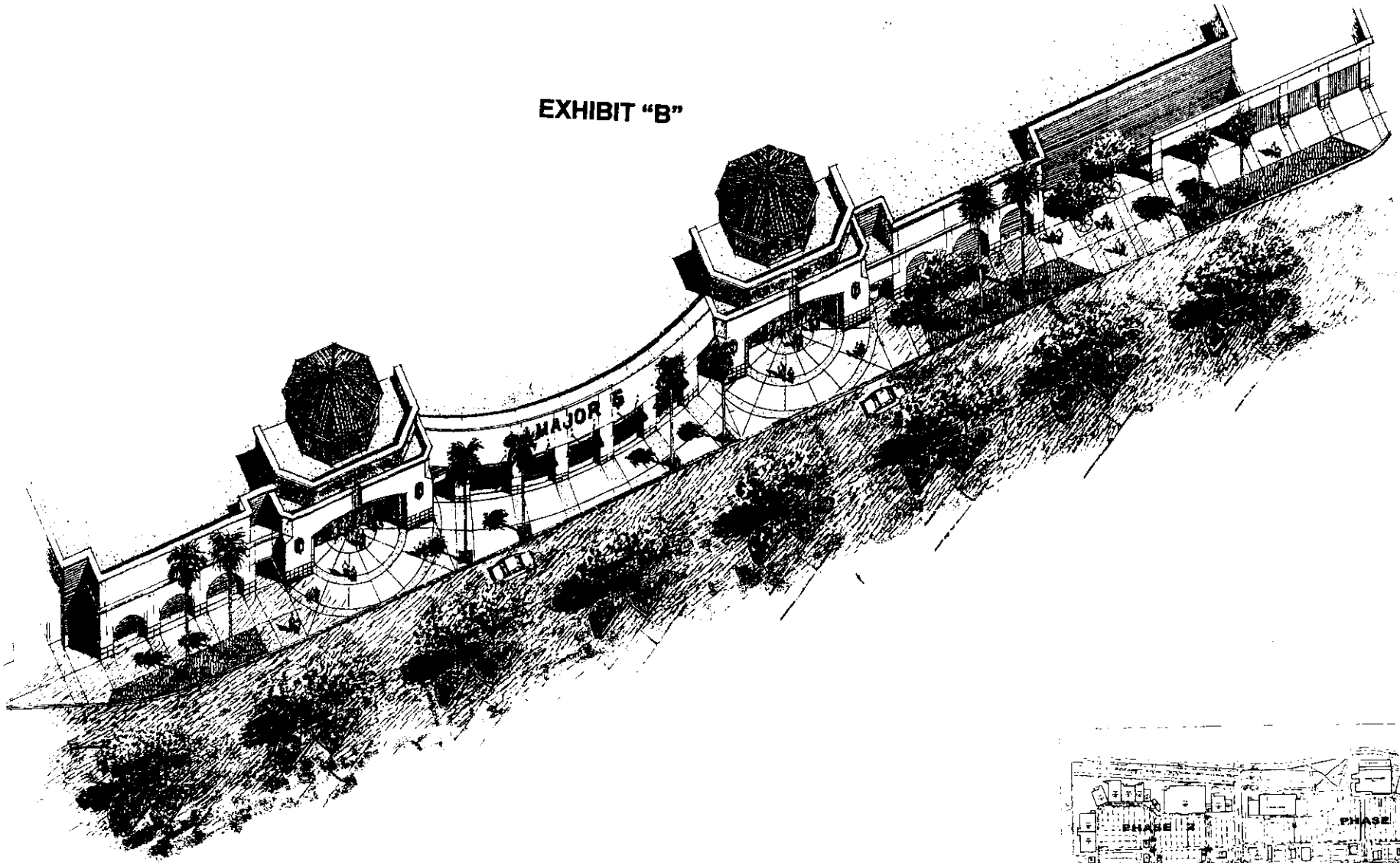
ARCHITECTS
LEIDENFROST/HOROWITZ & ASSOCIATES
GLENDALE CALIFORNIA

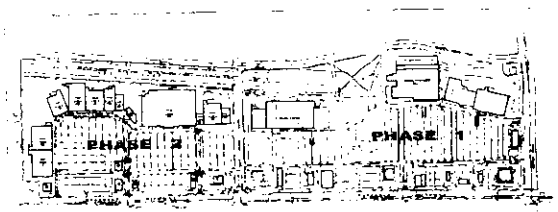
NORTHWEST PROMENADE

BAKERSFIELD CALIFORNIA

HOPPER PROPERTIES
3101 STATE ROAD
BAKERSFIELD, CA 93308
TEL: (661) 393-7000 FAX: (661) 393-8738

EXHIBIT "B"





KEY PLAN

VIGNETTE - 3

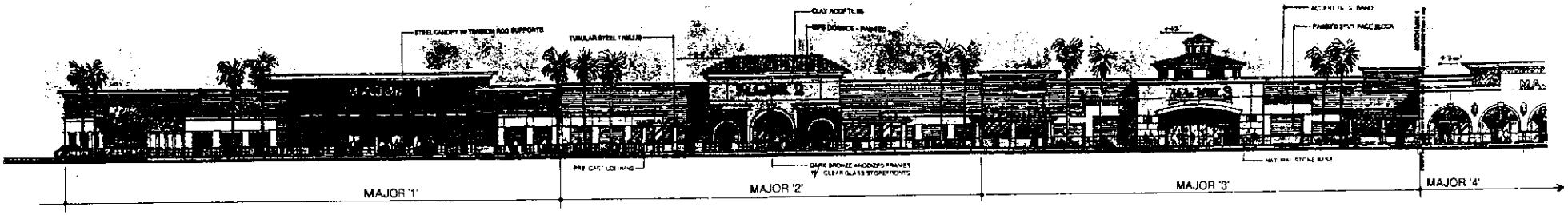
NORTHWEST PROMENADE

BAKERSFIELD CALIFORNIA

ARCHITECTS
LEIDENFROST/HOROWITZ & ASSOCIATES
GLENDALE CALIFORNIA

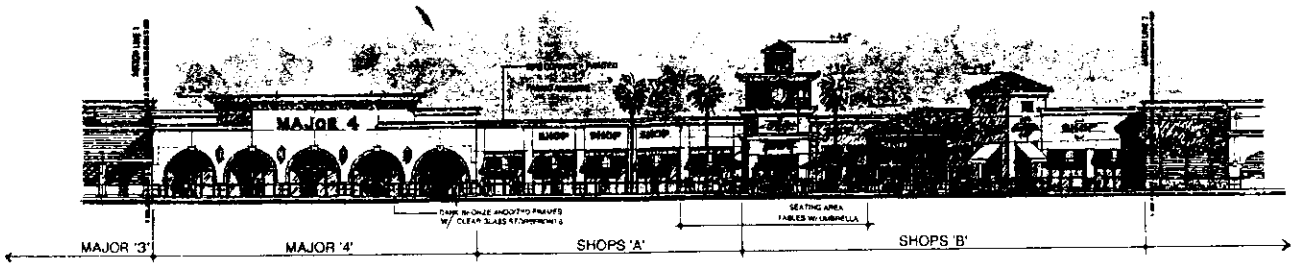
HOPPER PROPERTIES
3101 STATE ROAD
BAKERSFIELD, CA 93308
TEL: (661) 393-7000 FAX: (661) 393-8738

EXHIBIT "B"



SOUTH ELEVATION

SCALE: 1/16" = 1'-0"



SOUTH ELEVATION

SCALE: 1/16" = 1'-0"

BLDG. ELEVATIONS

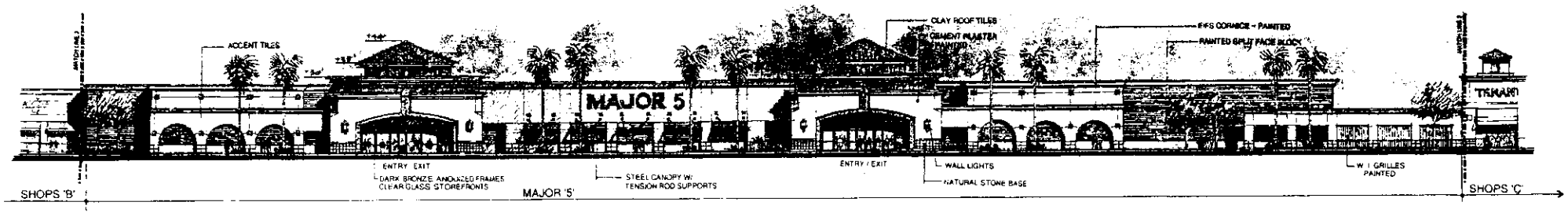
NORTHWEST PROMENADE

BAKERSFIELD CALIFORNIA

ARCHITECTS
LEIDENFROST/HOROWITZ & ASSOCIATES
GLENDALE CALIFORNIA

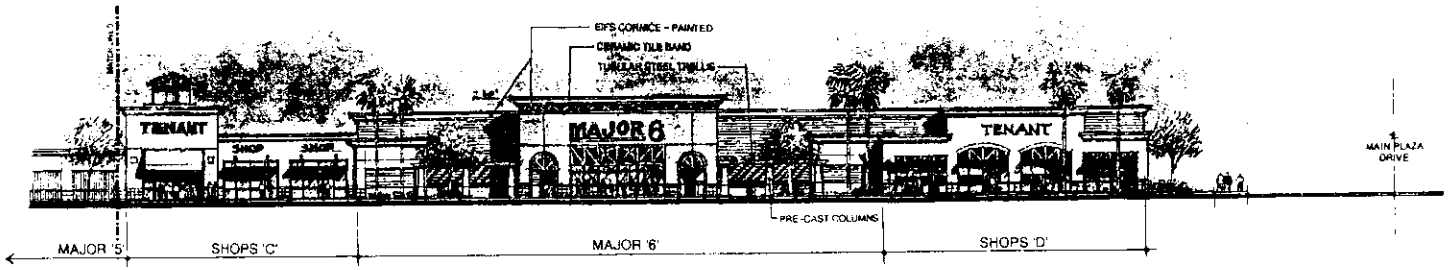
HOPPER PROPERTIES
3101 STATE ROAD
BAKERSFIELD, CA 93308
TEL: (661) 393-7000 FAX: (661) 393-8738

EXHIBIT "B"



SOUTH ELEVATION

SCALE 1/16" = 1' 0"



SOUTH ELEVATION

SCALE 1/16" = 1' - 0"

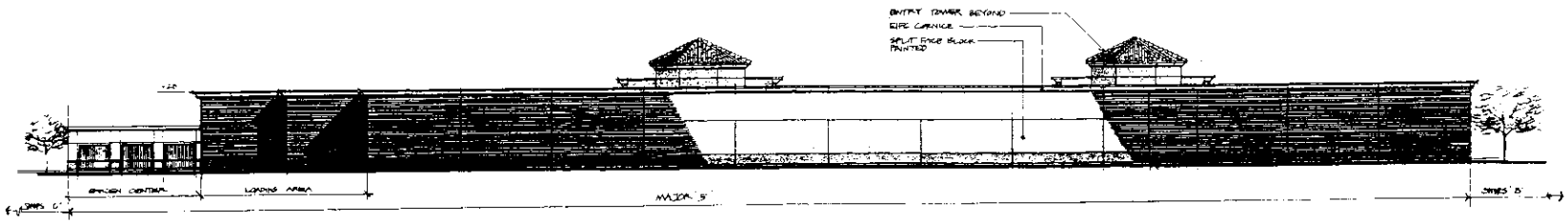
BLDG. ELEVATIONS

ARCHITECTS
LEIDENFROST/HOROWITZ & ASSOCIATES
GLENDALE CALIFORNIA

NORTHWEST PROMENADE
BAKERSFIELD CALIFORNIA

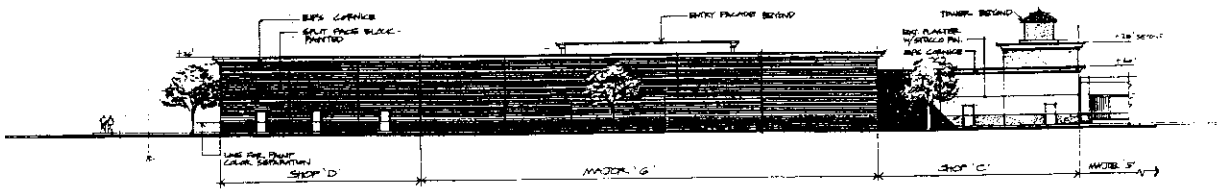
HOPPER PROPERTIES
3101 STATE ROAD
BAKERSFIELD, CA 93308
TEL: (661) 393-7000 FAX: (661) 393-8738

EXHIBIT "B"



NORTH ELEVATION

SCALE: 1/16" = 1'-0"



NORTH ELEVATION

SCALE: 1/16" = 1'-0"

BLDG. ELEVATIONS

ARCHITECTS
LEIDENFROST/HOROWITZ & ASSOCIATES
1833 VICTORY BOULEVARD GLENDALE, CALIFORNIA 91201 (818) 246-5050

NORTHWEST PROMENADE

BAKERSFIELD CALIFORNIA

HOPPER PROPERTIES
3101 STATE ROAD
BAKERSFIELD, CA 93306
TEL: (661) 393-7000 FAX: (661) 393-8738

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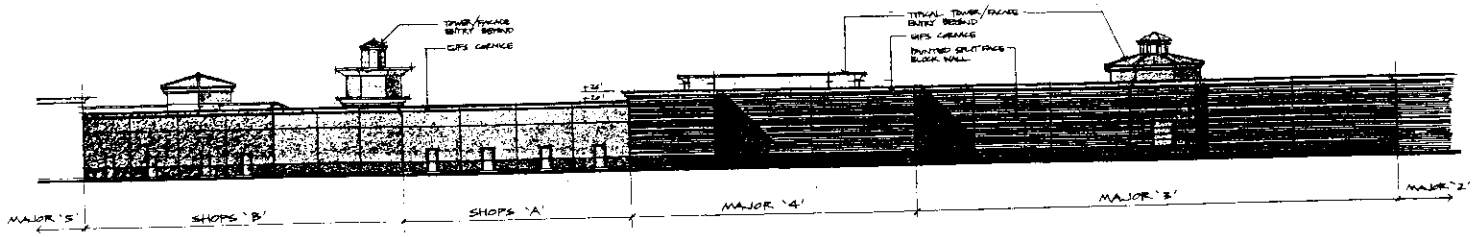
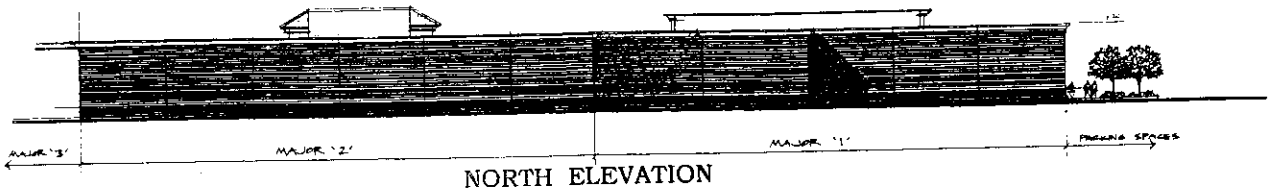
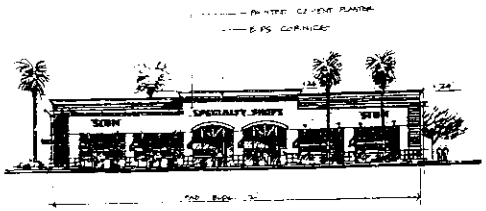


NORTH ELEVATION

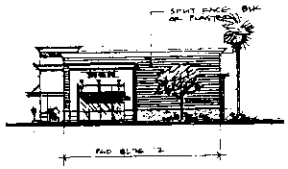
SCALE 1/16" = 1'-0"



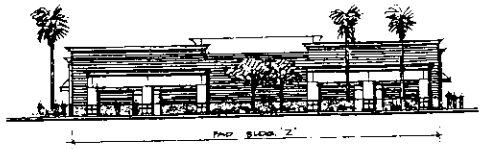
NORTH ELEVATION



WEST ELEVATION



SOUTH ELEVATION



EAST ELEVATION

NORTH ELEVATION

BLDG. ELEVATIONS

ARCHITECTS
LEIDENFROST/HOROWITZ & ASSOCIATES
1833 VICTORY BOULEVARD GLENDALE, CALIFORNIA 91201 (818) 246-6057

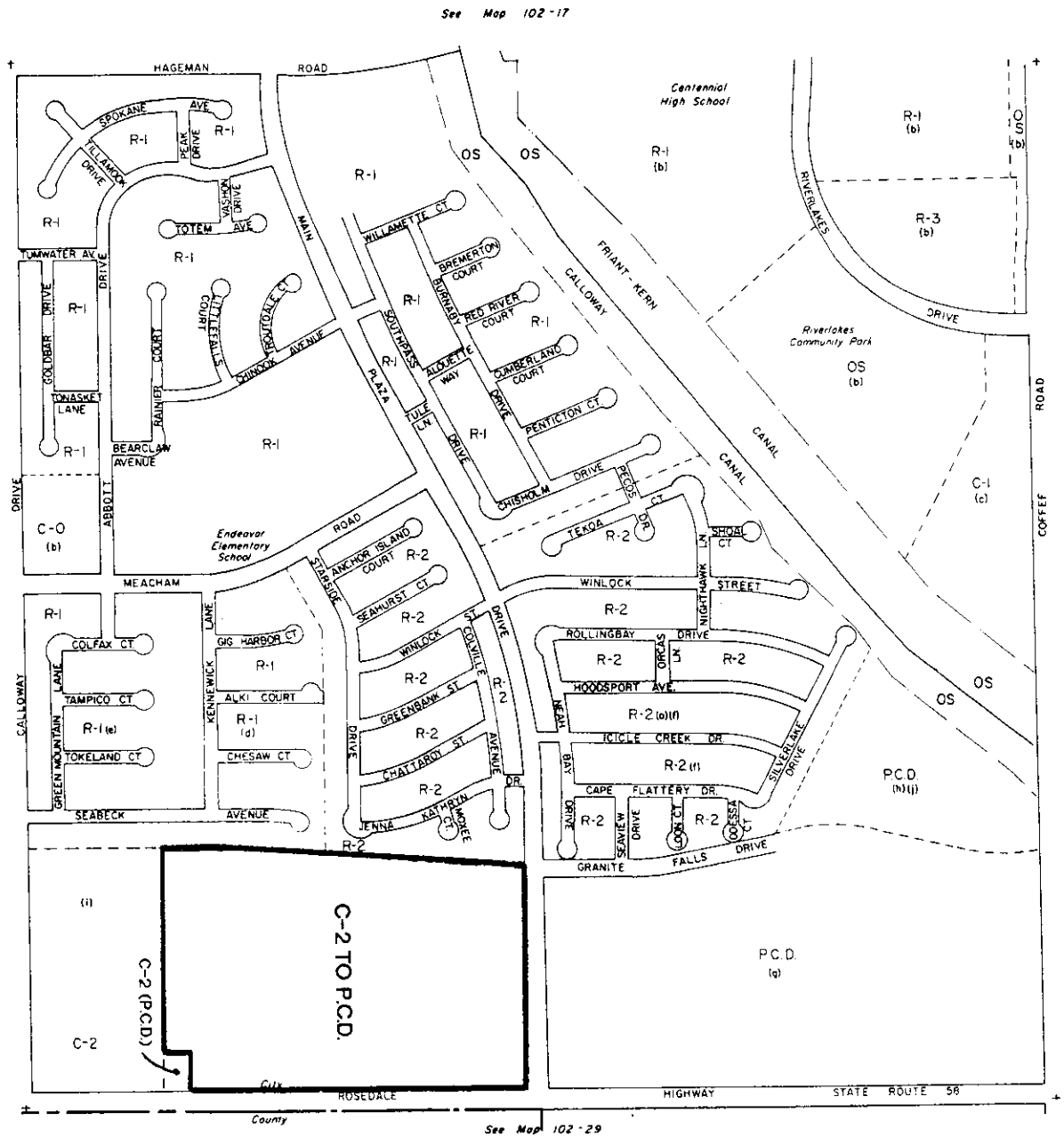
NORTHWEST PROMENADE
BAKERSFIELD CALIFORNIA

HOPPER PROPERTIES
3101 STATE ROAD
BAKERSFIELD, CA 93308
TEL (661) 393-7000 FAX (661) 393-8738

CITY OF BAKERSFIELD

ZONING MAP 102-20

SEC. 20 T. 29S R. 27E



LEGEND

- CITY LIMIT BOUNDARY
- ZONE DISTRICT BOUNDARY
- SCHOOLS
- PUBLIC PARKS

R-S	RESIDENTIAL SUBURBAN ZONE
R-S-1A	RESIDENTIAL SUBURBAN (ONE ACRE MINIMUM LOT SIZE) ZONE
R-S-2.5A	RESIDENTIAL SUBURBAN (TWO-AND-ONE-HALF ACRE MINIMUM LOT SIZE) ZONE
R-S-5A	RESIDENTIAL SUBURBAN (FIVE ACRE MINIMUM LOT SIZE)
R-S-10A	RESIDENTIAL SUBURBAN (TEN ACRE MINIMUM LOT SIZE)
R-1	ONE FAMILY DWELLING ZONE
R-2	LIMITED MULTIPLE FAMILY DWELLING ZONE (1 unit / 2500 sq. ft. of lot area)
R-3	LIMITED MULTIPLE FAMILY DWELLING ZONE (1 unit / 1250 sq. ft. of lot area)
R-4	MULTIPLE FAMILY DWELLING ZONE (1 units / 600 sq. ft. of lot area)
P.U.D.	PLANNED UNIT DEVELOPMENT ZONE
RH	RESIDENTIAL HOLDING ZONE
C-O	COMMERCIAL AND PROFESSIONAL OFFICE ZONE
C-1	LIMITED COMMERCIAL ZONE
C-2	COMMERCIAL ZONE
C-C	CIVIC CENTER ZONE
P.C.D.	PLANNED COMMERCIAL DEVELOPMENT ZONE
M-1	LIGHT MANUFACTURING ZONE
M-2	GENERAL MANUFACTURING ZONE
OS	OPEN SPACE
RE	RECREATION ZONE
A	AGRICULTURE ZONE
A-20A	AGRICULTURAL (TWENTY ACRE MINIMUM LOT SIZE) ZONE
P	AUTOMOBILE PARKING ZONE
CH	CHURCH ZONE
HOSP	HOSPITAL ZONE
D	ARCHITECTURAL DESIGN ZONE
AD	ARCHITECTURAL DESIGN ZONE
AA	AIRPORT APPROACH ZONE
FP-P	FLOODPLAIN PRIMARY ZONE
FP-S	FLOODPLAIN SECONDARY ZONE
W	OIL WELL ZONE
TT	TRAVEL TRAILER PARK ZONE
MH	MOBILE HOME ZONE

EXHIBIT "C"
ZONE CHANGE
P00-0519

WE HEREBY CERTIFY THAT THIS ZONING MAP WAS APPROVED AND RECOMMENDED FOR ADOPTION IN THIS FORM BY RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA, AT A REGULAR MEETING THEREOF, HELD ON THE 15TH DAY OF JANUARY, 1989

CHAIRMAN, PLANNING COMMISSION

SECRETARY, PLANNING DIRECTOR

WE HEREBY CERTIFY THAT THIS ZONING MAP WAS ADOPTED AS A SUBSECTION OF SECTION 17.06.020 OF TITLE 17 OF THE MUNICIPAL CODE BY THE CITY COUNCIL OF THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA, AT A REGULAR MEETING HELD ON THE 15TH DAY OF MARCH, 1989 BY AN ORDINANCE PASSED BY SAID COUNCIL

MAYOR, CITY OF BAKERSFIELD

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

north

REVISED 10/2/89, 3/27/90, 7/13/90, 6/10/92, 12/16/92, 8/13/93, 11/18/93, 1/27/94, 2/17/94, 8/1/94, 6/14/95, 3/20/96, 6/26/96

0 500 1000

AMENDMENTS:

(a) ORD. 3264 Dated: 11/29/89
(b) ORD. 3363 Dated: 5/22/91 (ZC 5094)
(c) ORD. 3398 Dated: 8/28/91 (ZC 5158)
(d) ORD. 3446 Dated: 1/29/92 (ZC 5265)
(e) ORD. 3448 Dated: 3/11/92 (ZC 5274)
(f) ORD. 3573 Dated: 12/15/93 (ZC 5491)
(g) ORD. 3758 Dated: 4/9/97 (ZC P96-494)
(h) ORD. 3867 Dated: 10/7/98 (ZC 98-462)
(i) ORD. 3932 Dated: 11/17/99 (ZC 99-123)
(j) ORD. 3936 Dated: 11/17/99 (ZC 99-515)

ZONING MAP 102-20

EXHIBIT "D"

PCD ZONE CHANGE #P00-0519
NORTHWEST PROMENADE PHASE 2
LEGAL DESCRIPTION

PARCELS 1 AND 2 OF PARCEL MAP 6521, IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA, AS PER MAP FILED SEPTEMBER 15,1983 IN BOOK 30, PAGE 6 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL THAT PORTION OF SAID LAND LYING WITHIN THE SOUTH HALF OF SECTION20, TOWNSHIP 29 SOUTH, RANGE 27 EAST, M. D. B. M., ALL OIL, GAS AND OTHER MINERALS CONTAINED WITHIN THE PROPERTY HEREINABOVE DESCRIBED WHETHER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED; ALL OIL, GAS AND OTHER MINERAL RIGHTS BELONGING OR APPERTAINING TO SAID PROPERTY; THE EXCLUSIVE RIGHT TO PROSPECT FOR, DRILL FOR, PRODUCE, MINE, EXTRACT AND REMOVE OIL, GAS AND OTHER MINERALS UPON, FROM AND THROUGH SAID PROPERTY; THE EXCLUSIVE RIGHT TO INJECT IN, STORE UNDER AND THEREAFTER Withdraw FROM SAID PROPERTY OIL, GAS AND OTHER MINERALS AND PRODUCTS THEREOF WHETHER PRODUCED FROM SAID PROPERTY OR ELSEWHERE; THE EXCLUSIVE RIGHT TO DRILL AND OPERATE WHATEVER WELLS, CONSTRUCT, INSTALL, OPERATE, MAINTAIN AND REMOVE WHATEVER FACILITIES AND DO WHATEVER ELSE MAY BE REASONABLY NECESSARY ON AND IN SAID PROPERTY FOR THE FULL ENJOYMENT AND EXERCISE OF THE RIGHTS SO EXCEPTED AND RESERVED; AND THE UNRESTRICTED RIGHT OF INGRESS TO AND EGRESS FROM SAID PROPERTY FOR ALL SUCH PURPOSES; BUT GRANTOR AND ITS SUCCESSORS AND ASSIGNS, SHALL COMPENSATE GRANTEE AND ITS SUCCESSORS AND ASSIGNS, UPON DEMAND FOR ANY AND ALL DAMAGES CAUSED TO IMPROVEMENTS AND GROWING CROPS UPON SAID PROPERTY BY THE ENJOYMENT OR EXERCISE OF THE RIGHTS SO EXCEPTED AND RESERVED AS EXCEPTED IN THE DEED FROM KERN COUNTY LAND COMPANY, A DELAWARE CORPORATION, RECORDED MARCH 13, 1969 IN BOOK 4256, PAGE 762 AND RE-RECORDED MARCH 28, 1969 IN BOOK 4261, PAGE 402, BOTH OF OFFICIAL RECORDS.

BY INSTRUMENT RECORDED SEPTEMBER 8, 1983 IN BOOK 5587, PAGE 61 OF OFFICIAL RECORDS, TENNECO WEST, INC. WAIVED THE RIGHT OF SURFACE INGRESS AND EGRESS AND TO A DEPTH OF 500 FEET BELOW THE SURFACE OF SAID LAND; With THE EXCEPTION OF 16 DRILL SITES THEREIN DESCRIBED, AND AS SHOWN ON SAID PARCEL MAP; AND 8 STORM DRAIN SUMP SITES,
AS THEREIN DESCRIBED.

BY INSTRUMENT ENTITLED, "MEMORANDUM OF WAIVER OF SURFACE RIGHTS OF ACCESS AGREEMENT," TENNECO WEST, INC. A DELAWARE CORPORATION, WAIVED ITS SURFACE RIGHTS OF ACCESS TO SAID LAND UPON THE TERMS AND CONDITIONS CONTAINED IN AN UNRECORDED AGREEMENT DATE0 FEBRUARY 10, 1986, AND FEBRUARY 11, 1986, SAID MEMORANDUM RECORDED OCTOBER 8, 1987 IN BOOK 6055, PAGE 1386 OF OFFICIAL RECORDS.

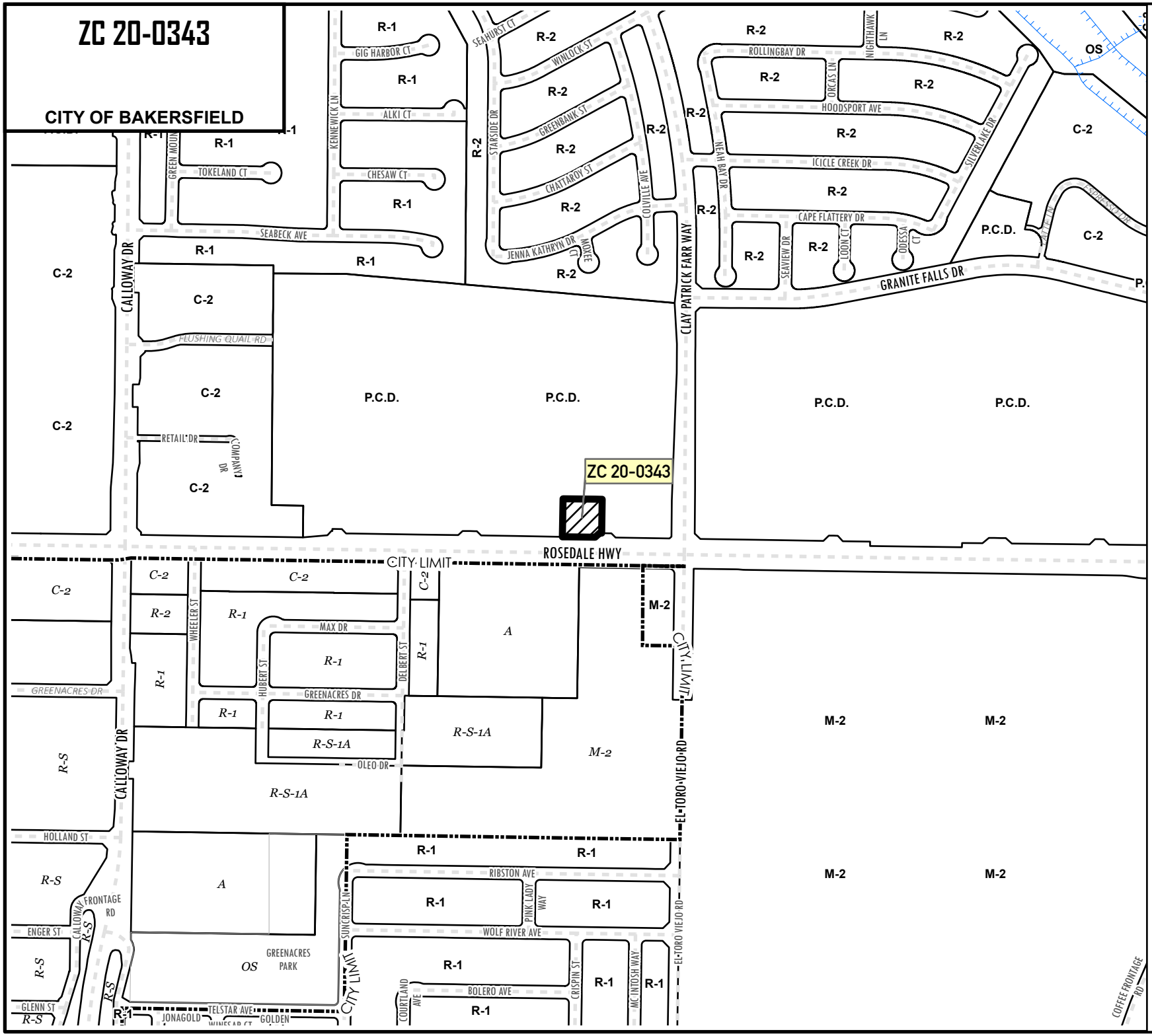
52.1 ± acres

Exhibit B

(Location Map)

ZC 20-0343

CITY OF BAKERSFIELD



LEGEND (ZONE DISTRICTS)

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

BAKERSFIELD

Feet
0 300 600

Document Name: 2020_11_10zc

Exhibit C

(Legal Description)

LEGEND

AB	= AGGREGATE BASE
AC	= ASPHALT CONCRETE
BLK	= CONCRETE BLOCK
BS	= BACK OF SIDEWALK
CB	= CATCH BASIN
CF	= CURB FACE
CL	= CENTERLINE
CLF	= CHAIN LINK FENCE
CO	= CLEANOUT
DCV	= DETECTOR CHECK VALVE
DS	= ROOF DOWNSPOUT
EG	= EDGE OF GUTTER
EP	= EDGE OF PAVEMENT
FD	= FOUND
FDC	= FIRE DEPT. CONNECTION
FF	= FINISHED FLOOR
FG	= FINISHED GRADE
FH	= FIRE HYDRANT
FL	= FLOW LINE
FS	= FINISHED SURFACE
GB	= GRADE BREAK
GM	= GAS METER
GR	= TOP OF GRATE
GV	= GAS VALVE
HP	= HIGH POINT
HT	= HEIGHT
ICV	= IRRIGATION CONTROL VALVE
INV	= INVERT
IP	= IRON PIPE
LS	= LIGHT STANDARD
L&T	= LEAD & TAG
MH	= MANHOLE
NG	= NATURAL GROUND
N&T	= NAIL & TAG
OHW	= OVERHEAD WIRE
PB	= PULL BOX
PCC	= CONCRETE
PIV	= POST INDICATOR VALVE
PL	= PROPERTY LINE
RD	= ROOF DRAIN
RWH	= REDWOOD HEADER
SCB	= SIGNAL CONTROL BOX
SMH	= SEWER MANHOLE
SPK	= SPIKE
SW	= SIDEWALK
TC	= TOP OF CURB
TE	= TRASH ENCLOSURE
TP	= TELEPHONE POLE
TRAN	= TRANSITION
TRANS	= TRANSFORMER
TRW	= TOP OF RETAINING WALL
TW	= TOP OF WALL
UG	= UNDERGROUND
UP	= UTILITY POLE
VAR	= VARIABLE
W	= WASHER
WDF	= WOOD FENCE
WM	= WATER METER
WV	= WATER VALVE
N.	= NORTH
S.	= SOUTH
E.	= EAST
W.	= WEST
N'LY	= NORTHERLY
S'LY	= SOUTHERLY
E'LY	= EASTERLY
W'LY	= WESTERLY
N/O	= NORTH OF
S/O	= SOUTH OF
E/O	= EAST OF
W/O	= WEST OF
℄	= PROPERTY LINE
℄	= CENTERLINE
R/W	= RIGHT OF WAY
Δ	= DELTA
R	= RADIUS
L	= LENGTH
T	= TANGENT
M	= MEASURED DATA
C	= CALCULATED DATA
(RAD)	= RADIAL BEARING
PRO	= PROPORTIONATE MEASUREMENT
(210.00' R)	= RECORD DATA
210.00' M.	= MEASURED DATA
210.00' PRO.	= PRORATED DATA
210.00' C.	= CALCULATED DATA
(427.00) TC	= EXISTING ELEVATION
427.00 TC	= DESIGN ELEVATION
CATV	= CABLE TV LINE
E	= ELECTRICAL LINE
FW	= FIRE WATER LINE
G	= GAS LINE
GB	= GRADE BREAK LINE
R	= RIDGE LINE
S	= SEWER LINE
SD	= STORM DRAIN LINE
T	= TELEPHONE LINE
W	= WATER LINE

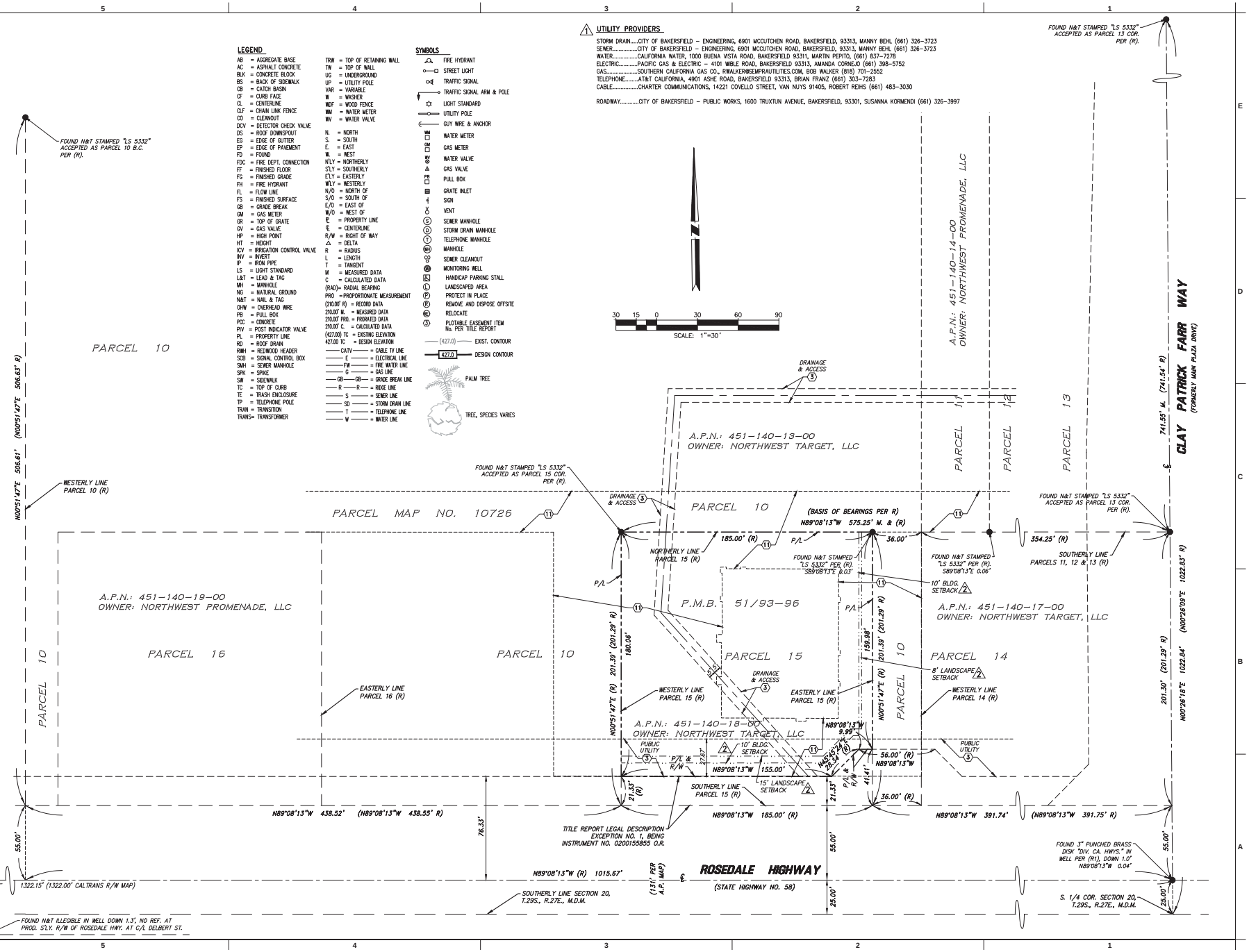
SYMBOLS

FIRE HYDRANT
STREET LIGHT
TRAFFIC SIGNAL
TRAFFIC SIGNAL ARM & POLE
LIGHT STANDARD
UTILITY POLE
GUY WIRE & ANCHOR
WATER METER
GAS METER
WATER VALVE
GAS VALVE
PULL BOX
GRATE INLET
SIGN
VENT
SEWER MANHOLE
STORM DRAIN MANHOLE
TELEPHONE MANHOLE
MANHOLE
SEWER CLEANOUT
MONITORING WELL
HANDICAP PARKING STALL
LANDSCAPED AREA
PROTECT IN PLACE
REMOVE AND DISPOSE OFFSITE
RELOCATE
PLOTABLE EASEMENT ITEM No. PER TITLE REPORT
(427.0) EXIST. CONTOUR
427.0 DESIGN CONTOUR
PALM TREE
TREE, SPECIES VARIES

1 UTILITY PROVIDERS

STORM DRAIN.....CITY OF BAKERSFIELD – ENGINEERING, 6901 MCCUTCHEN ROAD, BAKERSFIELD, 93313, MANNY BEHL (661) 326–3723
SEWER.....CITY OF BAKERSFIELD – ENGINEERING, 6901 MCCUTCHEN ROAD, BAKERSFIELD, 93313, MANNY BEHL (661) 326–3723
WATER.....CALIFORNIA WATER, 1000 BUENA VISTA ROAD, BAKERSFIELD 93311, MARTIN PEPITO, (661) 837–7278
ELECTRIC.....PACIFIC GAS & ELECTRIC – 4101 WIBLE ROAD, BAKERSFIELD 93313, AMANDA CORNEJO (661) 398–5752
GAS.....SOUTHERN CALIFORNIA GAS CO., RWALKER@SEMPRAUTILITIES.COM, BOB WALKER (818) 701–2552
TELEPHONE.....AT&T CALIFORNIA, 4901 ASHE ROAD, BAKERSFIELD 93313, BRIAN FRANZ (661) 303–7283
CABLE.....CHARTER COMMUNICATIONS, 14221 COVELLO STREET, VAN NUYS 91405, ROBERT REIHS (661) 483–3030

ROADWAY.....CITY OF BAKERSFIELD – PUBLIC WORKS, 1600 TRUXTUN AVENUE, BAKERSFIELD, 93301, SUSANNA KORMENDI (661) 326–3997



Chick-fil-A
5200 Buffington Road
Atlanta, Georgia
30349-2998

Prepared by:
JOSEPH C. TRUXAW & ASSOCIATES, INC.
Civil Engineers and Land Surveyors
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(714) 935–0106 (FAX)

LICENSED LAND SURVEYOR
STEPHEN M. HAGER
NO. 6161
EXP. 3–31–22
STATE OF CALIFORNIA

CHICK-FIL-A
ROSEDALE HWY & CLAY PATRICK FARR
9030 ROSEDALE HIGHWAY
BAKERSFIELD, CA 93312

FSU# 04799

REVISION SCHEDULE

NO.	DATE	DESCRIPTION
1	9/22/20	ADDITIONAL STREET MON., BDY. ADJUST.
2	10/28/20	PLOT SETBACKS STATEMENT OF ENCROACHMENTS

ENGINEER'S PROJECT #	CFA20036
PRINTED FOR	ENTITLEMENT
DATE	08/31/20
DRAWN BY	SDS

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SHEET
ALTA/NSPS LAND TITLE SURVEY

SHEET NUMBER
2 of 3

TITLE REPORT

THIS SURVEY AND EASEMENTS SHOWN HEREON ARE BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT PREPARED BY:

FIRST AMERICAN TITLE INSURANCE COMPANY
4380 LA JOLLA VILLAGE DRIVE, SUITE 110
SAN DIEGO, CA 92122
(858) 410-2151
COMMITMENT NUMBER: NCS-1020122-SD
COMMITMENT DATE: JULY 06, 2020
TITLE OFFICER: TRXY BROWN / JANICE TREANOR

LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 15 OF PARCEL MAP 10726 IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA AS PER MAP RECORDED DECEMBER 15, 2000 IN BOOK 51, PAGE 93, OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION SAID LAND CONVEYED TO THE STATE OF CALIFORNIA IN DEED RECORDED DECEMBER 6, 2000 AS INSTRUMENT NO. 0200155855 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM FROM ALL THAT PORTION OF SAID LAND LYING WITHIN THE SOUTH HALF OF SECTION 20, TOWNSHIP 29 SOUTH, RANGE 27 EAST, M.D.B.M., ALL OIL, GAS AND OTHER MINERALS CONTAINED WITHIN THE PROPERTY HEREIN ABOVE DESCRIBED WHETHER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED; ALL OIL, GAS AND OTHER MINERAL RIGHTS BELONGING OR APPERTAINING TO SAID PROPERTY; THE EXCLUSIVE RIGHT TO PROSPECT FOR, DRILL FOR, PRODUCE, MINE, EXTRACT AND REMOVE OIL, GAS AND OTHER MINERALS UPON, FROM AND THROUGH SAID PROPERTY; THE EXCLUSIVE RIGHT TO INJECT IN, STORE UNDER AND THEREAFTER WITHDRAW FROM SAID PROPERTY OIL, GAS AND OTHER MINERALS AND PRODUCTS THEREOF WHETHER PRODUCED FROM SAID PROPERTY OR ELSEWHERE; THE EXCLUSIVE RIGHT TO DRILL AND OPERATE WHATEVER WELLS, CONSTRUCT, INSTALL, OPERATE, MAINTAIN AND REMOVE WHATEVER OTHER FACILITIES AND DO WHATEVER ELSE MAY BE REASONABLY NECESSARY ON AND IN SAID PROPERTY FOR THE FULL ENJOYMENT AND EXERCISE OF THE RIGHTS SO EXCEPTED AND RESERVED; AND THE UNRESTRICTED RIGHT OF INGRESS TO AND EGRESS FROM SAID PROPERTY FOR ALL SUCH PURPOSES; BUT GRANTOR AND ITS SUCCESSORS AND ASSIGNS, SHALL COMPENSATE GRANTEE AND ITS SUCCESSORS AND ASSIGNS, UPON DEMAND FOR ANY AND ALL DAMAGES CAUSED TO IMPROVEMENTS AND GROWING CROPS UPON SAID PROPERTY BY THE ENJOYMENT OR EXERCISE OF THE RIGHTS SO EXCEPTED AND RESERVED AS EXCEPTED IN THE DEED FROM KERN COUNTY LAND COMPANY, A DELAWARE CORPORATION, RECORDED MARCH 13, 1969 IN BOOK 4256, PAGE 762 AND RE-RECORDED MARCH 28, 1969 IN BOOK 4261, PAGE 402 BOTH OF OFFICIAL RECORDS.

BY INSTRUMENT ENTITLED WAIVER OF SURFACE ACCESS RECORDED OCTOBER 10, 2000 AS INSTRUMENT NO. 0200126668 OF OFFICIAL RECORDS, OXY RESOURCES CALIFORNIA LLC WAIVED ITS RIGHT OF SURFACE ACCESS FROM THE SURFACE OF SAID LAND TO A DEPTH OF 500 FEET BELOW THE SURFACE OF SAID LAND.

APN: 451-140-18-00-2

EASEMENT NOTES

REFER TO TITLE REPORT FOR ADDITIONAL INFORMATION AND DETAILS:

1 ITEM THAT DEALS WITH TAXES.

2 ITEM THAT DEALS WITH TAXES.

(3) AN EASEMENT SHOWN OR DEDICATED ON THE MAP OF PARCEL MAP NO. 10726 RECORDED DECEMBER 15, 2000 AND ON FILE IN BOOK 51, PAGE 93-96, OF PARCEL MAPS.
FOR: PUBLIC UTILITY, DRAINAGE AND ACCESS AND INCIDENTAL PURPOSES.

4 THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "COVENANT RELATING TO ISSUANCE OF CERTIFICATE OF OCCUPANCY" RECORDED DECEMBER 15, 2000 AS INSTRUMENT NO. 0200160324 OF OFFICIAL RECORDS.

NOTE: SAID DOCUMENT AFFECTS THE SUBJECT PROPERTY IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.

5 THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "COVENANT RELATING TO REMOVAL OF GROUNDWATER UPON SUBDIVISION" RECORDED DECEMBER 15, 2000 AS INSTRUMENT NO. 0200160325 OF OFFICIAL RECORDS.

NOTE: SAID DOCUMENT AFFECTS THE SUBJECT PROPERTY IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.

6 THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "COVENANT DISCLOSING INCLUSION IN MAINTENANCE DISTRICT" RECORDED DECEMBER 15, 2000 AS INSTRUMENT NO. 0200160326 OF OFFICIAL RECORDS.

NOTE: SAID DOCUMENT AFFECTS THE SUBJECT PROPERTY IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.

7 THE TERMS, PROVISIONS AND EASEMENT(S) CONTAINED IN THE DOCUMENT ENTITLED "OPERATION AND EASEMENT AGREEMENT" RECORDED JANUARY 12, 2001 AS INSTRUMENT NO. 0201004921 OF OFFICIAL RECORDS.

NOTE: SAID DOCUMENT AMONG OTHER ITEMS, INCLUDES NON-EXCLUSIVE EASEMENTS FOR INGRESS, EGRESS, PARKING, UTILITIES, CONSTRUCTION, MAINTENANCE, RECONSTRUCTION, SIGNS AND CITY ACCESS TO COMMON AREAS. SAID EASEMENTS ARE BLANKET IN NATURE AND NOT PLOTTED HEREON. REFER TO SAID DOCUMENT FOR FULL PARTICULARS.

EASEMENT NOTES

8 THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "RESTRICTIVE COVENANTS AND YARD AGREEMENT" RECORDED JANUARY 12, 2001 AS INSTRUMENT NO. 0201004922 OF OFFICIAL RECORDS.

NOTE: SAID DOCUMENT AFFECTS THE SUBJECT PROPERTY AND INCLUDES AMONG OTHER ITEMS BUILDING CONSTRUCTION RESTRICTIONS AND IS NOT PLOTTED HEREON. REFER TO SAID DOCUMENT FOR FULL PARTICULARS.

9 TERMS AND PROVISIONS OF AN UNRECORDED LEASE DATED NOVEMBER 10, 2000, BY AND BETWEEN NORTHWEST TARGET, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS LESSOR AND ROSS STORES, INC., A DELAWARE CORPORATION AS LESSEE, AS DISCLOSED BY A MEMORANDUM OF LEASE RECORDED FEBRUARY 06, 2001 AS INSTRUMENT NO. 0201016309 OF OFFICIAL RECORDS.

DEFECTS, LIENS, ENCUMBRANCES OR OTHER MATTERS AFFECTING THE LEASEHOLD ESTATE, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS ARE NOT SHOWN HEREIN.

AFFECTS: THE LAND AND OTHER PROPERTY.

NOTE: SAID DOCUMENT IS A LEASE AGREEMENT FOR A ROSS STORE AND INCLUDES BLANKET RESTRICTIONS NOT PLOTTED HEREON. AMONG AMONG OTHER ITEMS THE DOCUMENT INCLUDES AN EXHIBIT SHOWING A SHOPPING CENTER ACCESS DRIVE HATCHED AS A "CONTROL AREA". REFER TO SAID DOCUMENT FOR FULL PARTICULARS.

10 TERMS AND PROVISIONS OF AN UNRECORDED LEASE DATED FEBRUARY 05, 2001, BY AND BETWEEN NORTHWEST TARGET, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS LESSOR AND AARON BROTHERS, INC., A DELAWARE CORPORATION AS LESSEE, AS DISCLOSED BY A MEMORANDUM OF SHOPPING CENTER LEASE RECORDED FEBRUARY 14, 2001 AS INSTRUMENT NO. 0201019761 OF OFFICIAL RECORDS.

DEFECTS, LIENS, ENCUMBRANCES OR OTHER MATTERS AFFECTING THE LEASEHOLD ESTATE, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS ARE NOT SHOWN HEREIN.

AFFECTS: THE LAND AND OTHER PROPERTY.

NOTE: SAID DOCUMENT IS NOT A SURVEY ITEM AND IS NOT PLOTTED HEREON.

(11) TERMS AND PROVISIONS OF AN UNRECORDED LEASE DATED DECEMBER 04, 2001, BY AND BETWEEN NORTHWEST TARGET, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS LESSOR AND PIER 1 IMPORTS (U.S.), INC., A DELAWARE CORPORATION AS LESSEE, AS DISCLOSED BY A MEMORANDUM OF LEASE RECORDED JUNE 11, 2002 AS INSTRUMENT NO. 0202093298 OF OFFICIAL RECORDS.

DEFECTS, LIENS, ENCUMBRANCES OR OTHER MATTERS AFFECTING THE LEASEHOLD ESTATE, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS ARE NOT SHOWN HEREIN.

NOTE: SAID DOCUMENT INCLUDES AN EXHIBIT FOR A "NO BUILD AREA" FOR THE CURRENT TENANT'S SITE AREA EXCLUDING THE BUILDING. SAID AREA LIMITS IS APPROXIMATELY PLOTTED HEREON. REFER TO SAID DOCUMENT FOR FULL PARTICULARS.

12 TERMS AND PROVISIONS OF AN UNRECORDED LEASE DATED DECEMBER 27, 2019, BY AND BETWEEN NORTHWEST TARGET, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS LESSOR AND ULTA SALON, COSMETICS & FRAGRANCE, INC., A DELAWARE CORPORATION AS LESSEE, AS DISCLOSED BY A MEMORANDUM OF LEASE RECORDED JANUARY 22, 2020 AS INSTRUMENT NO. 220008868 OF OFFICIAL RECORDS.

DEFECTS, LIENS, ENCUMBRANCES OR OTHER MATTERS AFFECTING THE LEASEHOLD ESTATE, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS ARE NOT SHOWN HEREIN.

AFFECTS: THE LAND AND OTHER PROPERTY.

NOTE: SAID DOCUMENT IS NOT A SURVEY ITEM AND IS NOT PLOTTED HEREON.

13 WE FIND NO OUTSTANDING VOLUNTARY LIENS OF RECORD AFFECTING SUBJECT PROPERTY. AN INQUIRY SHOULD BE MADE CONCERNING THE EXISTENCE OF ANY UNRECORDED LIEN OR OTHER INDEBTEDNESS WHICH COULD GIVE RISE TO ANY SECURITY INTEREST IN THE SUBJECT PROPERTY.

14 PRIOR TO CLOSING, THE COMPANY MUST CONFIRM WHETHER THE COUNTY RECORDING OFFICE IN WHICH THE LAND IS LOCATED HAS CHANGED ITS ACCESS POLICIES DUE TO THE COVID-19 OUTBREAK. IF RECORDING HAS BEEN RESTRICTED, SPECIFIC UNDERWRITING APPROVAL IS REQUIRED; AND, ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE MADE.

15 WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.

16 RIGHTS OF PARTIES IN POSSESSION.

SITE AREA

THE SUBJECT SITE, PER TITLE REPORT DESCRIPTION CONTAINS APPROXIMATELY:

(1) 32,910 SQ. FT. OR 0.756 ACRES

BASIS OF BEARINGS

THE BEARING NORTH 89°08'13" WEST FOR THE NORTHERLY LINES OF PARCELS 15 AND 14 AS SHOWN ON PARCEL MAP NO. 10726, FILED IN BOOK 51, PAGES 93-96 OF PARCEL MAPS, RECORDS OF KERN COUNTY, STATE OF CALIFORNIA, WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.

RECORD DATA

(R) = RECORD DATA PER PARCEL MAP NO. 10726, BOOK 51, PAGES 93-96

(1) (R1) = RECORD DATA PER PARCEL MAP NO. 10456, BOOK 49, PAGES 86-90

BENCHMARK

CITY OF BAKERSFIELD BENCHMARK

ELEVATION = 398.33 FEET

FOUND BRASS DISK STAMPED "1012" IN MONUMENT WELL ALONG ROSEDALE HIGHWAY EAST OF THE INTERSECTION OF FRUITVALE AVENUE.

PER CITY COORDINATES LIST: (STATE PLANE COORDINATES)
233,2327523.85,6241405.28,398.33, MT ROSEDALE & FRUITVALE

FLOOD ZONE

COMMUNITY PANEL NUMBER: 06029C1825E, EFFECTIVE DATE: 09/26/2008

ZONE X (UNSHADED); PROPERTY NOT IN A SPECIAL FLOOD HAZARD AREA, AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

INFORMATION OBTAINED FROM CERTIFIED FLOOD SYSTEMS, INC. ON 8/6/2020

PARKING COUNT

15 PARKING STALLS EXIST WITHIN SUBJECT SITE LEGAL DESCRIPTION.
(INCLUDES 2 HANDICAP STALLS)

SITE PLANNING DATA

DISCLAIMER: INFORMATION PROVIDED BY 4G DEVELOPMENT AND CONSULTING, INC IN THE SITE INVESTIGATION REPORT DATED 08/04/2020.

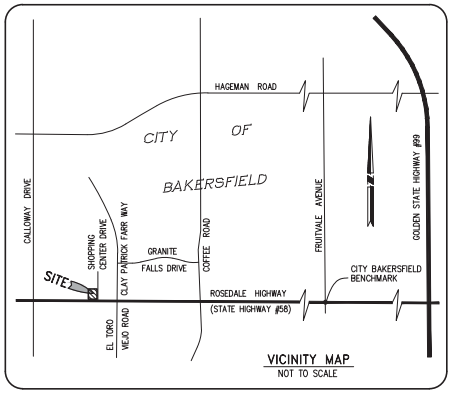
ZONED: PCD (PLANNED COMMERCIAL DEVELOPMENT)
LAND USES CLASSIFIED AS BEING WITHIN A PCD ZONE INCLUDES REGIONAL COMMERCIAL (C-2), DESIGN CRITERIA ARE PER STANDARDS IN THE C-2 ZONE.

FUTURE LAND USE DESIGNATION: METROPOLITAN BAKERSFIELD GENERAL PLAN

MAXIMUM BUILDING HEIGHT: 90 FEET.

SETBACKS

BUILDING:	LANDSCAPE:
NORTH = N/A	NORTH = N/A
WEST = N/A	WEST = N/A
EAST = 10 FEET	EAST = 8 FEET
SOUTH = 10 FEET	SOUTH = 15 FEET



VICINITY MAP
NOT TO SCALE

SURVEYOR'S NOTES

1. IT IS NOT WITHIN THE PURVIEW OF THIS SURVEYOR TO MAKE DETERMINATIONS OF OWNERSHIP. AS TO "ENCROACHMENTS" SPECIFICALLY, NO INFERENCE TO SUCH DETERMINATION IS INTENDED OR IMPLIED.
2. LOCATIONS OF UNDERGROUND UTILITIES / STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES / STRUCTURES MAY EXIST. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES / STRUCTURES. THE LOCATIONS OF UNDERGROUND FEATURES SHOWN HEREON ARE PLOTTED FROM AVAILABLE RECORD INFORMATION AND VISIBLE SURFACE INDICATIONS. BEFORE ANY EXCAVATIONS ARE PERFORMED, UTILITY PURVEYORS SHOULD BE CONTACTED FOR VERIFICATION OF UTILITY TYPE AND FIELD LOCATIONS.
3. VEHICULAR ACCESS TO THE "SUBJECT SITE" IS CURRENTLY FROM DRIVE ENTRANCES ALONG ROSEDALE HIGHWAY, CLAY PATRICK FARR WAY AND ACROSS ADJACENT PARCELS.
4. ALL MATTERS SHOWN ON RECORDED PLATS LISTED IN RECORD DATA HEREON THAT ARE PERTINENT TO THE SURVEY OF THE SUBJECT SITE ARE SHOWN ON THIS ALTA SURVEY HEREON.
5. AT THE TIME OF SURVEY NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING, CONSTRUCTION OR ADDITIONS WERE OBSERVED ON THE SUBJECT SITE.
6. NO RECENT CHANGES IN STREET RIGHTS-OF-WAY OR STREET CONSTRUCTION OR REPAIRS WERE OBSERVED AT THE TIME OF SURVEY.

SURVEY CERTIFICATION

TO: CHICK-FIL-A, INC. AND FIRST AMERICAN TITLE INSURANCE COMPANY.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 5, 6(a), 7, 8, 9, 11, 13, 16 & 17 OF "TABLE A" THEREOF.
(1) THE FIELD WORK WAS COMPLETED ON AUGUST 11 AND SEPTEMBER 11, 2020.

THIS CERTIFICATION IS SUBMITTED PURSUANT TO SECTION 8770.6 OF THE PROFESSIONAL LAND SURVEYORS ACT, BUSINESS AND PROFESSIONS CODE, STATE OF CALIFORNIA.

10/28/2020
STEPHEN M. HAGER — DATE
REGISTERED LAND SURVEYOR NO. 6161

PROFESSIONAL LAND SURVEYOR — STEPHEN M. HAGER — NO. 6161 — EXP. 3-31-22 — STATE OF CALIFORNIA

Chick-fil-A
5200 Buffington Road
Atlanta, Georgia
30349-2998

Prepared by:
JOSEPH C. TRUXAW & ASSOCIATES, INC.
Civil Engineers and Land Surveyors
1915 W. ORANGEWOOD AVE.
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ORANGE, CA 92868
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(714) 935-0106 (FAX)

CHICK-FIL-A
ROSEDALE HWY & CLAY PATRICK FARR
9030 ROSEDALE HIGHWAY
BAKERSFIELD, CA 93312

FSU# 04799

REVISION SCHEDULE

NO.	DATE	DESCRIPTION
1	9/22/20	ADDITIONAL STREET MON., BDY ADJUST.
2	10/28/20	PLOT SETBACKS STATEMENT OF ENCROACHMENTS

ENGINEER'S PROJECT #	CFA20036
PRINTED FOR	ENTITLEMENT
DATE	08/31/20
DRAWN BY	SDS

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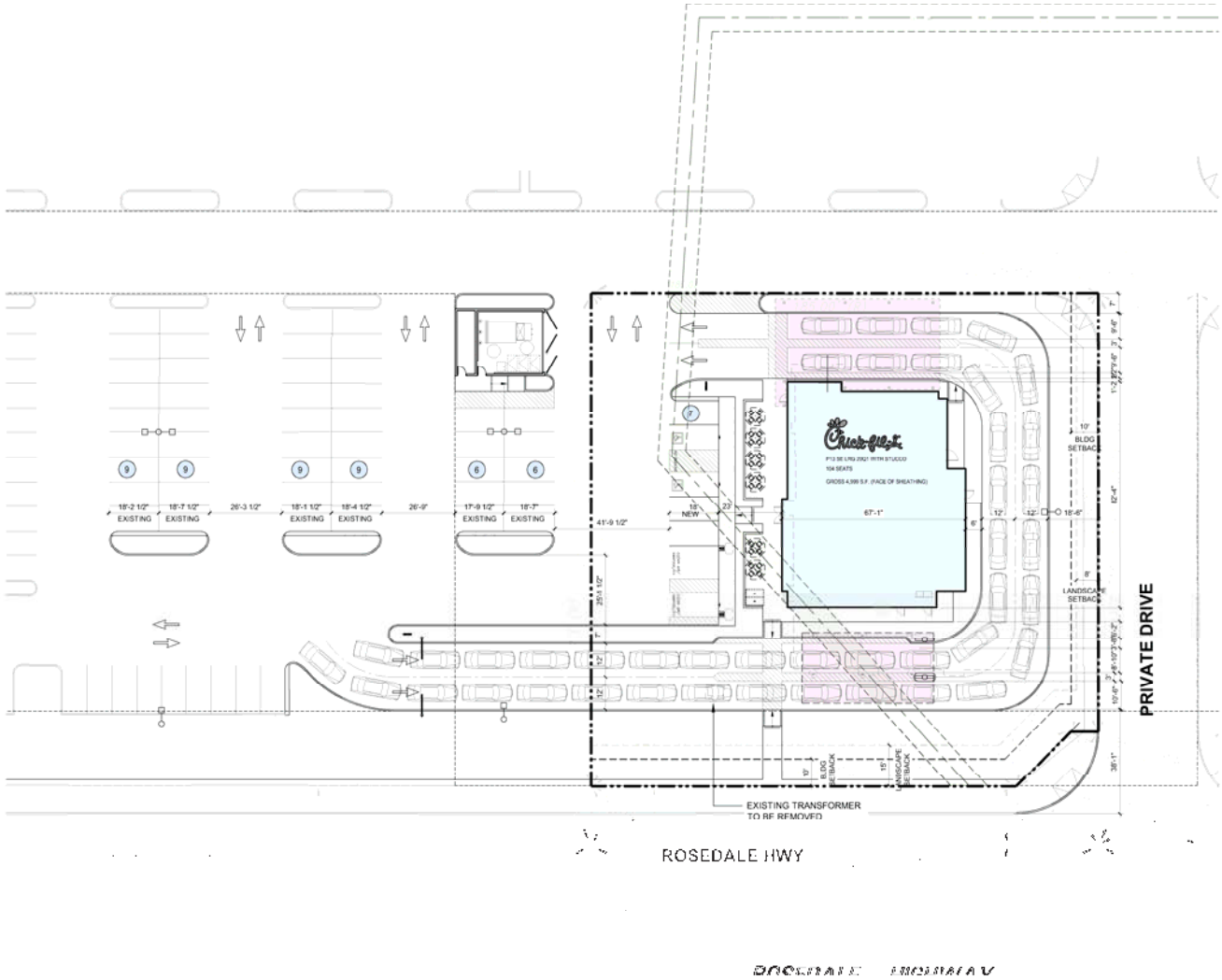
SHEET
ALTA/NSPS LAND TITLE SURVEY

SHEET NUMBER
1 of 3

Exhibit D
(Site Plans)



BUILDING DATA

OCCUPANCY	A2 RESTAURANT
FIRE SPRINKLERS	YES
CONSTRUCTION TYPE	V-B
SITE AREA:	32,910 S.F.
BUILDING AREA:	4,999 SF
FAR:	.15
ZONING:	PCD - PLANNED COMMERCIAL DEVELOPMENT
APN:	451-140-18-00-2

PARKING

PARKING REQUIREMENT:	1 PER 75 SF OF GROSS FLOOR AREA
BUILDING AREA:	4,999 S.F.
PATIO AREA:	24 SEATS
SPACES REQUIRED:	4,999/ 75 = 67 SPACES REQUIRED
SPACES PROVIDED:	48 SPACES PROVIDED
BIKE RACKS PROVIDED:	2 (4 SPACES)

EXISTING

EXISTING USE:	PIER 1 IMPORTS
EXIST. BUILDING AREA:	9,460 S.F.

2 VICINITY MAP

SITE STATISTICS

7 SPACES TOTAL
35 SPACES LOST
PROPOSED PARCEL AREA: 32,910 S.F.
43 CAR STACK
ORDER POINT: 10TH CAR AT INNER LANE

SITE PLAN

1" = 20'-0"

GRAPHIC SCALE

NORTH

Chick-fil-A
5200 Buffington Road
Atlanta, Georgia
30349-2998

crho architects
1833 E. 17th Street
3rd Floor - Suite 301
Santa Ana, CA 92705
Phone 714.832.1834

CHICK-FIL-A

ROSEDALE HWY & CLAY PATRICK FARR
9030 ROSEDALE HWY
BAKERSFIELD, CA

FSR# 04799

PRINTED FOR: Plang, Building, Etc.
DATE: 03-17-20
DRAWN BY: SL

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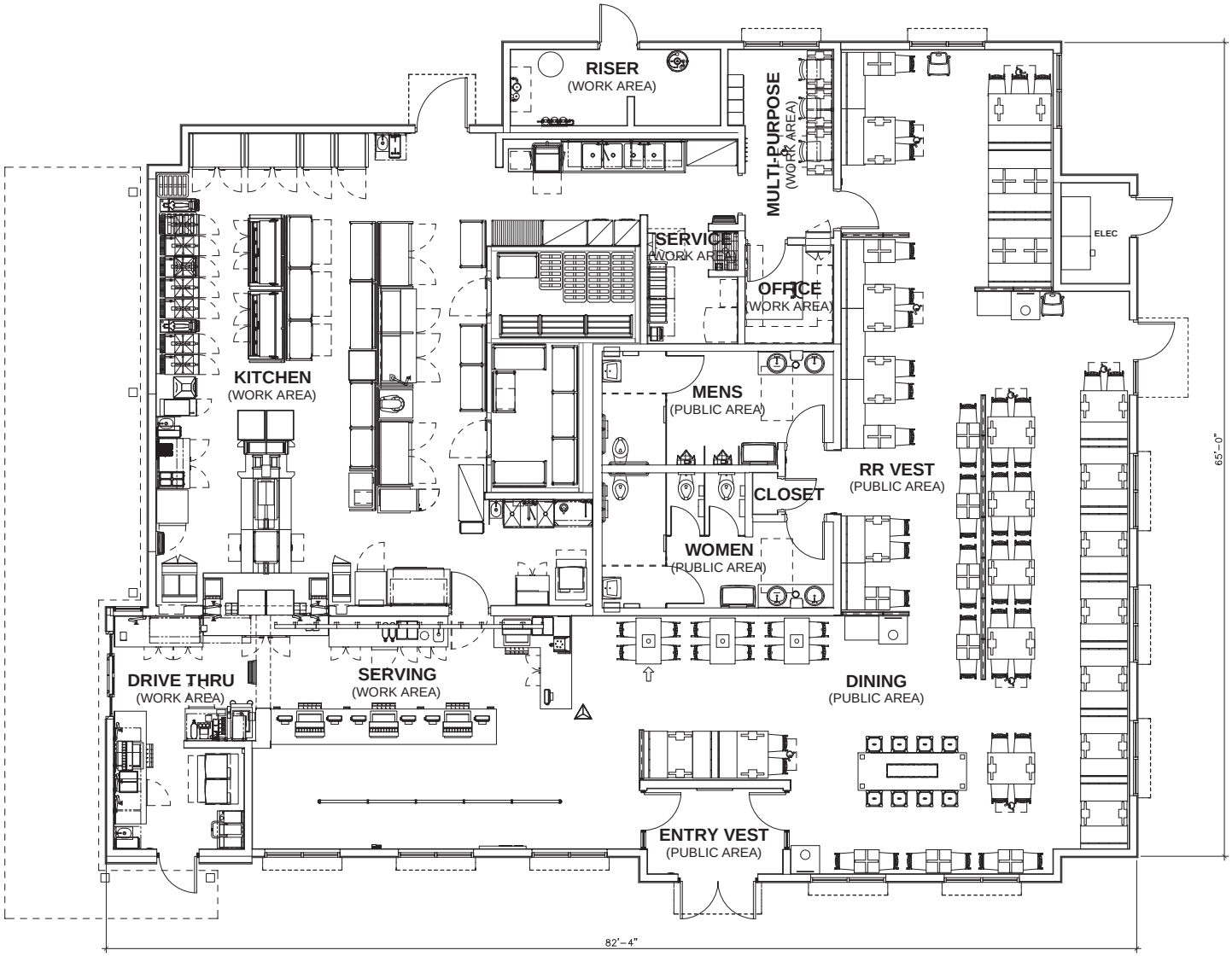
SHEET: SITE PLAN
SHEET NUMBER: SP-1



1 FLOOR PLAN

3/16"= 1'-0"

NORTH

Chick-fil-A
5200 Buffington Road
Atlanta, Georgia
30349-2998

rho architects
1833 E. 17th Street
3rd Floor - Suite 301
Santa Ana, CA 92705
Phone 714.832.1834

CHICK-FIL-A

ROSEDALE HWY & CLAY PATRICK FARR
9030 ROSEDALE HWY
BAKERSFIELD, CA

FSR# 04799

REVISION SCHEDULE

NO.	DATE	DESCRIPTION

ARCHITECT'S PROJECT # 20-119
PRINTED FOR Plan'g, Building, Etc.
DATE 03-17-20
DRAWN BY BL

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SHEET
FLOOR PLAN

SHEET NUMBER
A-110

WEST ELEVATION

SOUTH ELEVATION

EAST ELEVATION

NORTH ELEVATION

PRELIMINARY ELEVATIONS
Bakersfield, CA

File Name: 20-110 Color Elevations

10-26-20

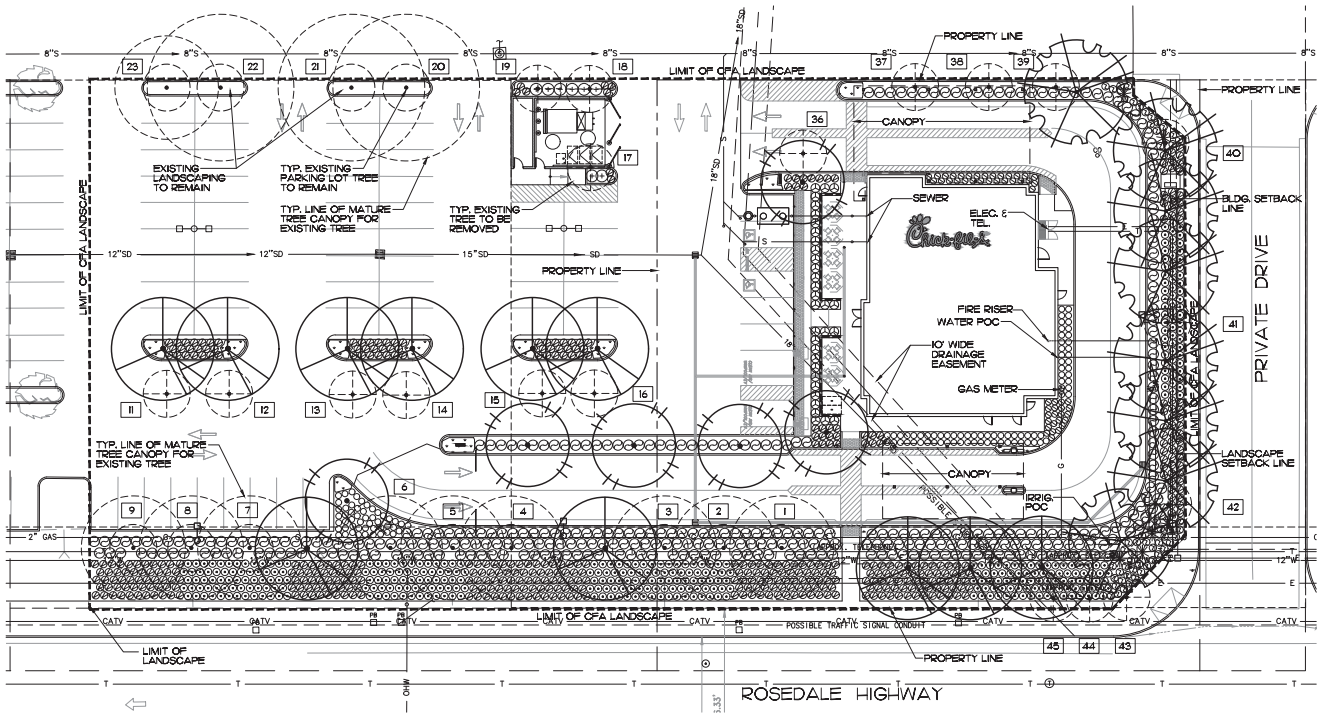
Note:
All roof top mechanical equipment shall be located in equipment well and screened from view by parapet walls.

COLOR AND MATERIAL LEGEND

STC-1	Stucco - Paint Sherwin Williams #SW7566 "Westhighland White"
STC-2	Stucco - Paint Sherwin Williams #SW6172 "Hardware"
STC-3	Stucco - Paint Sherwin Williams CFA Custom "Urban Night"
EC-1	Parapet Wall Coping - Durolast/Exceptional Metals - Dark Bronze (Matte)
A-1	Aluminum Awning - Color: "Dark Bronze"
ST-1	YKK Storefront System - Color: "Dark Bronze"

0 10 20 30

crho architects
1833 E. 17th Street
3rd Floor - Suite 301
Santa Ana, CA 92705
Phone 714.832.1834



PRELIMINARY LANDSCAPE PLAN

SCALE: 1" = 20'-0"

PLANTING NOTES

1. CONTRACTOR IS TO REVIEW PLANS, VERIFY SITE CONDITIONS AND PLANT QUANTITIES PRIOR TO INSTALLATION. CONFLICTS BETWEEN THE SITE AND THESE PLANS OR WITHIN THESE PLANS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO LANDSCAPE INSTALLATION. ANY DEVIATION(S) FROM THE PLANS OR SPECIFICATIONS IS TO HAVE WRITTEN APPROVAL.
2. ALL PLANT MATERIAL SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF 'AMERICAN NURSERY AND LANDSCAPE ASSOCIATION' STANDARDS. WWW.ANLA.ORG
3. LANDSCAPE ARCHITECT SHALL APPROVE PLANT MATERIAL PLACEMENT BY CONTRACTOR PRIOR TO INSTALLATION.
4. CONTRACTOR TO INCLUDE IN HIS BID THE REPAIR OF ANY AND ALL DAMAGE RESULTING FROM INSTALLATION OF PLANTING ITEMS. CONNECT TO EXISTING CONDITIONS.
5. PERIMETER OF ALL RAISED PLANTERS TO HAVE A ROOT BARRIER TO REDIRECT ROOT GROWTH PER MANUFACTURER'S SPECIFICATIONS.
6. FINISH GRADE TO BE 2" BELOW TOP OF CURB OR SIDEWALK FOR PLANTING AREAS.
7. FERTILIZER FOR ALL PLANTING AREAS SHALL BE AS SPECIFIED WITHIN THE SOILS REPORT.
8. ALL PLANTING AND IRRIGATION ON THIS PROJECT TO MEET OR EXCEED CITY LANDSCAPE GUIDELINES, STANDARDS AND AGENCY REQUIREMENTS.
9. ALL PLANTER AREAS SHALL BE TOP DRESSED WITH 2" MINIMUM MULCH COVER.
10. ALL PLANTING AREAS SHALL BE IRRIGATED WITH SUB-GRADE BUBBLERS FOR TREES AND DRIPLINE OR DRIP EMITTERS FOR SHRUBS/GROUND COVERS. CONNECTED TO AUTOMATIC REMOTE CONTROL VALVES AND TIED INTO AN AUTOMATIC IRRIGATION "SMART" CONTROLLER.
11. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN ALL PLANTED AREAS BY MEANS OF CONTINUOUS WATERING, PRUNING, RAISING TREE BALLS WHICH SETTLE BELOW GRADE, FERTILIZING, APPLICATION OF SPRAYS WHICH ARE NECESSARY TO KEEP THE PLANTINGS FREE OF INSECTS AND DISEASES, WEEDING, AND/OR OTHER OPERATIONS NECESSARY FOR PROPER CARE AND UPKEEP. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN ALL PLANTINGS AS SPECIFIED ABOVE FOR A PERIOD OF NINETY (90) DAYS.
12. ALL PLANTER BEDS TO BE AMENDED WITH SOIL PREPARATION PER SPECIFICATIONS. NO DEVIATIONS ARE ALLOWED.

EXISTING TREE LEGEND

1	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	REMAIN
2	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	REMAIN
3	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	REMAIN
4	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	REMAIN
5	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	REMAIN
6	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	REMAIN
7	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	REMAIN
8	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	REMAIN
9	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	REMAIN
11	PYRUS CALLERYANA	CALLERY PEAR	REMOVE
12	PYRUS CALLERYANA	CALLERY PEAR	REMOVE
13	LIRIODENDRON TULIPIFERA	TULIP TREE	REMOVE
14	PYRUS CALLERYANA	CALLERY PEAR	REMOVE
15	PYRUS CALLERYANA	CALLERY PEAR	REMOVE
16	PYRUS CALLERYANA	CALLERY PEAR	REMOVE
17	LAGERSTROEMIA INDICA	CRAPE MYRTLE	REMOVE
18	CINNAMOMUM CAMPHORA	CAMPHOR TREE	REMOVE
19	PYRUS CALLERYANA	CALLERY PEAR	REMOVE
20	CINNAMOMUM CAMPHORA	CAMPHOR TREE	REMAIN
21	CINNAMOMUM CAMPHORA	CAMPHOR TREE	REMAIN
22	CINNAMOMUM CAMPHORA	CAMPHOR TREE	REMAIN
23	PYRUS CALLERYANA	CALLERY PEAR	REMAIN
36	PYRUS CALLERYANA	CALLERY PEAR	REMOVE
37	NERIUM OLEANDER	OLEANDER	REMOVE
38	NERIUM OLEANDER	OLEANDER	REMOVE
39	NERIUM OLEANDER	OLEANDER	REMOVE
40	WASHINGTONIA ROBUSTA	MEXICAN FAN PALM	REMOVE
41	WASHINGTONIA ROBUSTA	MEXICAN FAN PALM	REMOVE
42	WASHINGTONIA ROBUSTA	MEXICAN FAN PALM	REMOVE
43	LAGERSTROEMIA INDICA	CRAPE MYRTLE	REMOVE
44	LAGERSTROEMIA INDICA	CRAPE MYRTLE	REMOVE
45	LAGERSTROEMIA INDICA	CRAPE MYRTLE	REMOVE

INFORMATION PER FULL ARBORIST REPORT PREPARED BY JAVIER CABRAL CONSULTING ARBORIST, AND DATED OCTOBER 5, 2020.

PLANTING LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY.	REMARKS	SIZE AT INSTALL	MATURE SIZE	WUCOLS IV REGION 2
	TREES							
	ARBUTUS UNEDO	STRAWBERRY TREE	24" BOX	6	STANDARD EVERGREEN	9-10' H X 3-4' W	25' H X 25' W	L
	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	24" BOX	8	STANDARD EVERGREEN	8-9' H X 3' W	50' H X 35' W	M
	PYRUS CALLERYANA 'NEW BRADFORD'	CALLERY PEAR	24" BOX	11	STANDARD DECIDUOUS	9-10' H X 3-4' W	35' H X 30' W	M
	TYP. EXISTING TREE TO REMAIN (13 TOTAL), SEE LISTING THIS SHEET AND ARBORIST REPORT DATED OCTOBER 5, 2020							
	TYP. EXISTING TREE TO BE REMOVED (19 TOTAL), SEE LISTING THIS SHEET AND ARBORIST REPORT DATED OCTOBER 5, 2020							

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY.	REMARKS	WUCOLS IV REGION 2
	SHRUBS					
	AGAVE VILMORINIANA	OCTOPUS AGAVE	5 GAL.	6	AS SHOWN	L
	DIANELLA HYB 'CLARITY BLUE'	CLARITY BLUE DIANELLA	5 GAL.	51	2'-0" O.C.	?
	DIETES VEGETA	FORTNIGHT LILY	15 GAL.	343	3'-6" O.C.	L
	HESPERALOE PARVIFLORA 'YELLOW'	YELLOW YUCCA	5 GAL.	33	3'-0" O.C.	L
	LEYMUS ARENARIUS 'BLUE DUNE'	BLUE DUNE LYME GRASS	5 GAL.	366	2'-6" O.C.	?
	MUHLENBERGIA HYB 'PINK FLAMINGO'	PINK FLAMINGO MUHLY	5 GAL.	52	2'-6" O.C.	L
	OLEA EUROPAEA 'LITTLE OLLIE'	DWARF OLIVE	15 GAL.	8	4'-0" O.C.	VL
	PENNISETUM 'EATON CANYON'	DWARF RED FOUNTAIN GRASS	5 GAL.	456	2'-6" O.C.	L
	PHORMIUM HYB 'DUET'	NEW ZEALAND FLAX	5 GAL.	127	2'-0" O.C.	M
	GROUNDCOVERS					
	SENECIO SERPENS	BLUE CHALKSTICKS	1 GAL.	411 S.F.	18" O.C.	L

REFER TO SHEET L1.1 WATER CONSERVATION PLAN FOR HYDROZONE PLAN, WATER CALCS, NOTES & PARKING LOT SHADE PLAN.

LANDSCAPE CALCULATIONS

SHRUB AREA:	14,654 S.F.
TURF AREA:	0 SQ. FT.
TOTAL LANDSCAPE AREA:	14,654 S.F.

N

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

Chick-fil-A
5200 Buffington Road
Atlanta, Georgia
30349-2998

hourian associates, inc.
landscape architecture + design
107 avenida miramar, suite d
san clemente, california 92672
p: 949 489-5623

CHICK-FIL-A

ROSEDALE HWY & CLAY PATRICK FARR

9030 ROSEDALE HWY
BAKERSFIELD, CA

FSR# 04799

REVISION SCHEDULE

NO.	DATE	DESCRIPTION

ARCHITECT'S PROJECT # 20-110
PRINTED FOR Plang, Building, Etc.
DATE 11-13-20
DRAWN BY VB/JGH

Information contained on this drawing and in all digital files produced for above named project may not be reproduced in any manner without express written or verbal content from authorized project representatives.

SHEET
PRELIMINARY LANDSCAPE PLAN

SHEET NUMBER
L1.0

Attachment B:
Chapter 17.54
(Planned Commercial Development Zone)

Chapter 17.54
PCD PLANNED COMMERCIAL DEVELOPMENT ZONE*

Sections:

17.54.010 Intent and purpose.
17.54.020 Uses permitted.
17.54.030 Application.
17.54.040 Rezoning procedure.
17.54.050 Final development plan.
17.54.060 Latitude of regulations.
17.54.070 Required findings.
17.54.080 Expiration of zone or plans.
17.54.090 Minimum site area.
17.54.100 Modifications to approved preliminary and final development plans.
17.54.110 Maintenance of common areas and non-dedicated improvements and facilities.

***** Prior code history: prior code §§ 17.47.010—17.47.130

17.54.010 Intent and purpose.

It is recognized that an integrated development provides an opportunity for cohesive design when flexible regulations are applied. The planned commercial development zone is intended to allow for innovative design and diversification in the relationship of various uses, buildings, structures, lot sizes and open spaces while ensuring compliance with the general plan and the intent of the municipal code. In addition, the development would provide adequate improvements and standards necessary to satisfy the requirements of the public health, safety and general welfare. This zone is not to be used to restrict commercial development or to compromise other zoning districts that may be more appropriate for a site. Instead, it enables a developer to obtain approval of a specific, detailed plan for a commercial development which ensures that the uniqueness of the project design being proposed is preserved. Standards shall be observed without unduly inhibiting the advantages of modern site planning techniques and innovative planning of commercial and professional office neighborhoods. Land may be classified as being solely within a PCD zone (exclusive zone), or the PCD zone may be used as a combining zone in a C-O, C-1, C-2, or CC zone to assign a base zone defining allowable uses and ensure future site development will be compatible with surrounding development and/or to recognize unique site characteristics. (Ord. 4305 § 1, 2006; Ord. 4009 § 2, 2001; Ord. 3656 § 2, 1995)

17.54.020 Uses permitted.

A. Uses permitted in a PCD zone used as a combining zone are those uses permitted by the base zone with which the PCD zone is combined.

B. Uses for land classified as being within a PCD zone are as follows:

1. Any permitted use listed in Chapters 17.20 (C-O), 17.22 (C-1) and 17.24 (C-2). Any use that is conditional in these zones may be requested as part of the initial zone change and approved as conditional uses subject to the findings, conditions and revocation of rights as set forth in Chapter 17.64. Uses which are conditional that are proposed once the PCD zone is effective shall be subject to the provisions of Chapter 17.64.

2. Uses and structures which are incidental or accessory to any of the uses permitted in PCD zones.

C. The permitted uses may be allowed in combinations in this zone, provided such use or uses are in harmony with each other and serve to fulfill the intent and purposes of the planned commercial development. (Ord. 4542 § 2, 2008; Ord. 4305 § 2, 2006; Ord. 4009 § 2, 2001; Ord. 3752 § 1, 1997; Ord. 3656 § 2, 1995)

17.54.030 Application.

A. When the PCD zone is to be assigned as an exclusive zone classification, the zone change application shall include the following:

1. A preliminary development plan, drawn to scale, which shall be at the minimum scale indicated and shall include all the information as required for site plan review pursuant to Section 17.08.080(A)(3). The number and type of plans shall be as follows:

a. Eight copies at scale of all plans submitted;

b. One copy of each plan reduced to a size of eight and one-half inches by eleven inches;

c. One color rendition at scale of the site/landscape plan, and elevation plan;

2. If the proposed project is to be developed in several stages, indicate the anticipated sequence of development;

3. Show the proposed methods by which the applicant will govern the maintenance and continued protection of the development including any common areas;

4. Indicate all proposed signs for the development;

5. A completed zone change application on such forms as provided by the city, signed by the owner or owners in fee of the subject land and the owner of any option to purchase the property or any portion thereof, if any;

6. Any additional information, plans, drawings, elevations, photos, diagrams and improvements as may be required by the planning director to adequately review the project.

B. When the PCD zone is used as a combining zone, the zone change application is not required to include development plans. Development plans as indicated in subsections (A)(1) through (A)(4) and (A)(6) shall be required prior to approval of a subdivision map pursuant to Section 16.28.170(O) or prior to issuance of a building permit as appropriate, and shall be considered at an advertised public hearing before the planning commission. A complete application and fee shall be required. The application and fee shall be the same as that for a site plan review hearing. The hearing shall constitute the review and approval of the preliminary development plans. Modifications to approved plans will be subject to the provisions set forth in Section 17.54.100.

C. When the PCD zone is used as a combining zone, approval of development plans by the planning commission is final. If appealed, development plans shall be presented to the city council for final action at a noticed public hearing in accordance with Section 17.64.050(B). (Ord. 4305 § 3, 2006; Ord. 4009 § 2, 2001; Ord. 3835 § 31, 1998; Ord. 3656 § 2, 1995)

17.54.040 Rezoning procedure.

An application shall be processed as follows:

A. Pursuant to Chapter 17.64 of this code regarding zone changes.

B. If the application is approved by the city council, the zoning map of the area shall be changed by identifying the area with the map symbol PCD. If the PCD zone is approved as a combining zone, the base zone shall be identified, followed by the map symbol PCD (Example: C2/PCD).

C. The preliminary development plan as approved with a PCD exclusive zone, shall be filed with the city and shall, by reference, be incorporated into and thereby become a part of the zoning ordinance of the city.

D. After the effective date of the ordinance change to an exclusive PCD zone, no building or structure shall be erected, moved or altered on the subject property except when in compliance with the final development plan as approved by the site plan review committee. (Ord. 4009 § 2, 2001; Ord. 3903 § 5, 1999; Ord. 3656 § 2, 1995)

17.54.050 Final development plan.

A. *Contents.* The final development plan shall be drawn to the same scale and include the information as required for a preliminary development plan, together with any modifications or conditions that were required by the planning commission and city council.

B. *Procedure.* The final development plan for a building permit shall be submitted and processed the same as required for a final site plan pursuant to Section 17.08.080B5. The site plan review committee shall review the plan for substantial compliance with the approved preliminary plan and satisfaction with all conditions set forth in the city council's final decision. In instances where the planning commission desires to review the final plan, they may

place a condition on the project requiring said plan to be brought back before them for review and approval. (Ord. 4009 § 2, 2001; Ord. 3903 § 7, 1999; Ord. 3874 § 2, 1998; Ord. 3835 § 31, 1998; Ord. 3656 § 2, 1995)

17.54.060 Latitude of regulations.

In the approval of PCD plans, the planning commission or city council may approve or require in the final development plan, standards, regulations, limitations and restrictions either more or less restrictive than those specified elsewhere in the municipal code and which are designed to protect and maintain property values and provide or protect community amenities which would foster and maintain the health, safety and general welfare of the community, including and relating to but not limited to the following:

A. Height limitations or any bulk requirements of buildings or structures, lot and yard requirements and distances between buildings;

B. Percent coverage of land by buildings and structures;

C. Parking ratios and areas expressed in relation to use of various portions of the property and/or building floor area;

D. Limitations upon the size, design, number, lighting and location of all signs;

E. The location, width and improvement of vehicular and pedestrian access to various portions of the property including portions within abutting streets;

F. Construction of fences and walls;

G. Arrangement and spacing of buildings and structures to provide appropriate open spaces around same;

H. Location and size of off-street loading areas and docks;

I. Uses of buildings and structures by general classification and specific designation when there are unusual requirements for parking; or when use involves noise, dust, odor, fumes, smoke, vibrations, glare or radiation incompatible with present or potential development of surrounding property or of other property in the development;

J. Architectural design of buildings and structures;

K. Schedule of time for construction and establishment of the proposed buildings, structures, or land uses or any stage of development thereof,

L. Requiring of performance bonds to insure development as approved;

M. Planting and maintenance of trees, shrubs, plants and lawns in accordance with a landscape plan;

N. Any additional improvements and dedications reasonably necessary to fulfill public needs for the general health, safety and welfare of the neighborhood and the city. (Ord. 4305 § 4, 2006; Ord. 4009 § 2, 2001; Ord. 3656 § 2, 1995)

17.54.070 Required findings.

In approving and adopting the rezoning application with the preliminary development plan, the planning commission and city council shall find the following:

A. The proposed planned commercial development zone and preliminary development plan is consistent with the general plan and objectives of this ordinance;

B. The proposed development will constitute a commercial environment of sustained desirability and stability, and it will compliment and harmonize with the character of the surrounding neighborhood and community;

C. The proposed development justifies exceptions from the normal application of this code in that it integrates such elements as the location of structures, circulation pattern, parking, landscaping and utilities, together with a program for provision, operation and maintenance of all areas, improvements, facilities and services provided on the property. (Ord. 4009 § 2, 2001; Ord. 3656 § 2, 1995)

17.54.080 Expiration of zone or plans.

A. When the PCD zone is assigned as an exclusive zone, the following shall apply:

1. The applicant shall commence construction no later than three years from the effective date of the zoning change. If, within such period, the construction specified in the approved preliminary development plan has not been commenced, the planning director shall notify the planning commission of same and the commission shall consider whether changed circumstances justify a zone change to rescind the PCD zone or if additional time is necessary to be conditioned in order to commence construction of the project. Initiation of a zone change to rescind the PCD zone, or to change any conditions of approval including those extending time periods, shall be subject to the provisions of Section 17.64.070 of this code.

2. With the exception of satellite pads, if a certificate of occupancy has not been issued for a substantial portion of the commercial structures in the first phase of a PCD zone within five years of the effective date of the PCD zone as determined by the planning director, he/she shall notify the planning commission of same and the commission shall consider whether changed circumstances justify a zone change to rescind the PCD zone or if additional time is necessary to be conditioned for the project to be completed. Initiation of a zone change to rescind the PCD zone, or to change any conditions of approval including those extending time periods, shall be subject to the provisions of Section 17.64.070 of this code.

3. With the exception of satellite pads, where the first phase is substantially developed and the remaining phases are undeveloped or in various stages of development and five years have lapsed since the effective date of the PCD zone as determined by the planning director, he/she shall notify the planning commission of same and the commission shall consider whether changed circumstances justify a zone change to rescind the PCD zone for the area containing the uncompleted phases or if additional time is necessary to be conditioned for the project to be completed. Initiation of a zone change to rescind the PCD zone, or to change any conditions of approval including those extending time periods, shall be subject to the provisions of Section 17.64.070 of this code.

B. When the PCD zone is used as a combining zone, no status review or other notification shall be required. Approved preliminary plans shall be subject to the same time periods as an approved site plan (Section 17.08.080D). If more than one preliminary development plan is approved for a site, the most recent approval shall supersede all previously approved plans. (Ord. 4009 § 2, 2001; Ord. 3656 § 2, 1995)

17.54.090 Minimum site area.

The minimum area for a PCD zone shall be one acre. (Ord. 4009 § 2, 2001; Ord. 3656 § 2, 1995)

17.54.100 Modifications to approved preliminary and final development plans.

A. An approved preliminary development plan may be modified by submitting an application for such modification according to the same procedure as is required in the initial review and approval of said plan.

B. The flexibility of code requirements ordinarily required in other zones permitted in any initial approval of a PCD zone shall not be considered as a precedent setting, or as a lone compelling reason for approving any modification.

C. Any application for a modification to an approved preliminary plan may be approved only after it has been found that it does not deviate from the intent and purpose of this zone and the required findings in Section 17.54.070 can be made.

D. The planning director shall have the authority to administratively approve minor changes, modifications, alternations, deviations, or substitutions to an approved preliminary development plan with respect to colors, materials, architectural elevations, landscape plans and other physical changes of a similar nature provided any such change does not alter any use, environmental mitigation measure, condition of approval or substantially affect the basic character of the architecture or landscape architecture as established in the planning commission or city council's approval of the project. Such minor changes, modifications, alterations, deviations, or substitutions to an approved preliminary or final development plan shall be reported to the planning commission at its next regular meeting. At that time, the planning commission may accept the planning director's report, may further modify the planning director's approved changes or may direct staff to set the matter for hearing in accordance with the provisions of Chapter 17.64 of this code. (Ord. 4009 § 2, 2001; Ord. 3903 §§ 6, 8, 1999; Ord. 3874 § 1, 1998; Ord. 3656 § 2, 1995)

17.54.110 Maintenance of common areas and non-dedicated improvements and facilities.

A. All common areas, if any, including open or green spaces, community recreation facilities, common walkways, parking areas, private streets, sidewalks, curbs and gutters and any improvements listed in Section 16.32.060 of

the subdivision regulations of the city which are not dedicated and accepted may be constructed only upon full and adequate provision for their preservation and future maintenance in a manner acceptable to the city.

B. Where ownerships are to be separate, such provision may be satisfied by a declaration of covenants, conditions and restrictions duly signed and acknowledged by the original owner or owners; articles of incorporation to be filed with the Secretary of State forming a corporation or association, which shall include provision for empowering such entity created to own and maintain all the properties within its jurisdiction and to exercise the powers and duties of such entity to be fully set forth in the declaration; bylaws of the entity which shall set forth rules of membership, required fees and assessments to be used for maintenance purposes, membership rights and duties; and forms of deeds incorporating the declaration by reference to its recording data.

C. All documents must be referred to the city attorney for review and have the approval of the planning director as to their sufficiency to accomplish their purpose.

D. The owners of the properties shall, as a condition of such ownership, be required to participate in the legal entity so formed and be responsible to said legal entity for the cost of performing the necessary maintenance. (Ord. 4009 § 2, 2001; Ord. 3656 § 2, 1995)

The Bakersfield Municipal Code is current through Ordinance 5020, passed September 23, 2020.

Disclaimer: The city clerk has the official version of the Bakersfield Municipal Code. Users should contact the city clerk for ordinances passed subsequent to the ordinance cited above.

Note: This site does not support Internet Explorer. To view this site, Code Publishing Company recommends using one of the following browsers: Google Chrome, Firefox, or Safari.

City Website: www.bakersfieldcity.us
City Telephone: (661) 326-3000
Code Publishing Company

Attachment C:
Project Renderings

SOUTHWEST

PRELIMINARY RENDERINGS
Bakersfield, CA

File Name: 20-110 Color Elevations

10-26-20

crho architects
1833 E. 17th Street
3rd Floor - Suite 301
Santa Ana, CA 92705
Phone 714.832.1834

SOUTHEAST

PRELIMINARY RENDERINGS
Bakersfield, CA

File Name: 20-110 Color Elevations

10-26-20

crho architects
1833 E. 17th Street
3rd Floor - Suite 301
Santa Ana, CA 92705
Phone 714.832.1834

NORTHWEST

PRELIMINARY RENDERINGS
Bakersfield, CA

File Name: 20-110 Color Elevations

10-26-20

crho architects
1833 E. 17th Street
3rd Floor - Suite 301
Santa Ana, CA 92705
Phone 714.832.1834

NORTHEAST

PRELIMINARY RENDERINGS
Bakersfield, CA

File Name: 20-110 Color Elevations

10-26-20

crho architects
1833 E. 17th Street
3rd Floor - Suite 301
Santa Ana, CA 92705
Phone 714.832.1834

ADMINISTRATIVE REPORT

MEETING DATE: 1/20/2021	Consent – Ordinances f.

TO: Honorable Mayor and City Council

FROM: Christopher Boyle, Development Services Director

DATE: 12/14/2020

WARD: Ward 2

SUBJECT: Adoption 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. (ZC No. 20-0267) ***(FR 1/6/2021)***

STAFF RECOMMENDATION:

City staff recommends adoption of the ordinance.

BACKGROUND:

First reading of the ordinance was given on January 6, 2021.

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

CONCLUSIONS:

Consistency with the General Plan and Zoning Ordinance. The project site is designated MUC (Mixed Use Commercial) on the *Metropolitan Bakersfield General Plan* Land Use Element Map. The CC zone is consistent with the MUC designation and surrounding land uses.

Overall Recommendation: This project site is consistent with the General Plan policies and the City Zoning Ordinance requirements. Staff recommends adoption of the ordinance for Zone Change No. 20-0267.

ATTACHMENTS:

	Description	Type
🗋	Ordinance	Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE BAKERSFIELD CITY COUNCIL APPROVING AN AMENDMENT TO TITLE 17 OF THE BAKERSFIELD MUNICIPAL CODE TO CHANGE THE ZONE DISTRICT LOCATED 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 ordinance must be posted in accordance with the Bakersfield Municipal Code and will become effective not less than 30 days from and after the date of its passage.

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

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

AYES:	COUNCILMEMBER:	ARIAS, GONZALES, WEIR, SMITH, FREEMAN, GRAY, PARLIER
NOES:	COUNCILMEMBER:	_____
ABSTAIN:	COUNCILMEMBER:	_____
ABSENT:	COUNCILMEMBER:	_____

_____

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

APPROVED

_____

KAREN GOH
MAYOR of the City of Bakersfield

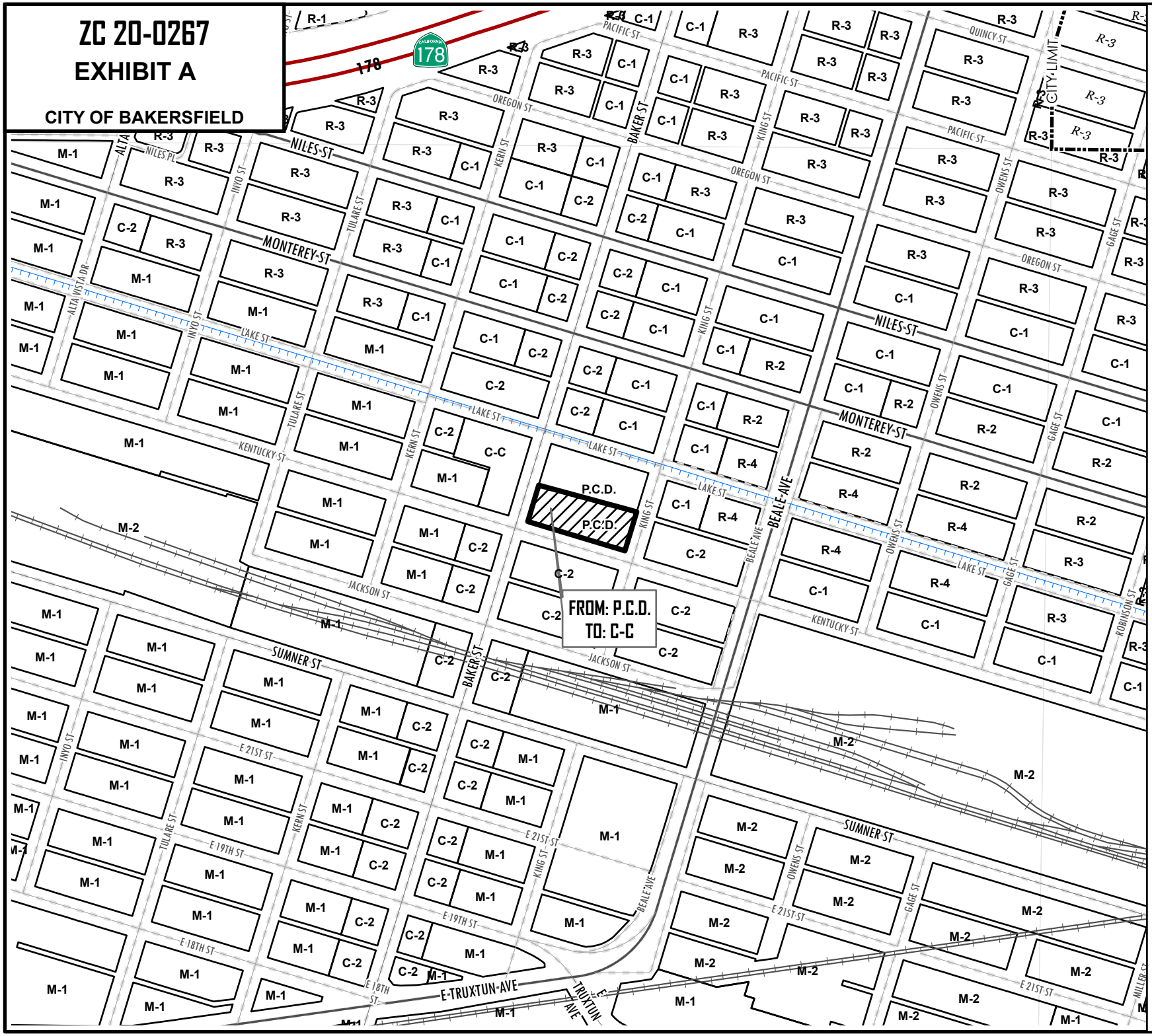
APPROVED as to form:
VIRGINIA GENNARO
City Attorney

By: _____
VIRIDIANA GALLARDO-KING
Deputy City Attorney

Exhibits: A Zone Change Map
B Legal Description

Jeng / S:\Zone Change\01_Active\2020\20-0267 (1001 Baker)\1CC\1st Reading\ZC Ord Res\20-0267 ZC Ordinance.docx

ZC 20-0267
EXHIBIT A
CITY OF BAKERSFIELD



LEGEND (ZONE DISTRICTS)

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

BAKERSFIELD

Feet
0 250 500

Document Name: 2020_10_06_ZC

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.

LICENSED LAND SURVEYOR
DERRILL G. WHITTEN JR.
P.L.S. No. 7816
STATE OF CALIFORNIA

10/7/2020

DERRILL G. WHITTEN JR.
PLS 7816

ADMINISTRATIVE REPORT

MEETING DATE: 1/20/2021	Consent – Resolutions g.

TO: Honorable Mayor and City Council

FROM: Randy McKeegan, Finance Director

DATE: 1/8/2021

WARD: Ward 1

SUBJECT: Resolution determining that a Peterbilt 567 3-axle dump truck can most efficiently be obtained through cooperative procurement bidding procedures from Golden State Peterbilt and authorizing the Finance Director to dispense with bidding thereof, not to exceed $265,000.

STAFF RECOMMENDATION:

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

BACKGROUND:

This purchase of a Peterbilt 567 3-axle high cubic yard dump truck will be issued to the Solid Waste Division for use at the Mt. Vernon Green Waste facility. This equipment meets the replacement criteria as determined by the Fleet Services Division.

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

Golden State Peterbilt in Bakersfield has entered into a competitive procurement contract with Sourcewell to offer discount pricing for Peterbilt equipment. Staff recommends adoption of the Resolution to dispense with bidding for the purchase of a Peterbilt 567 3-axle dump truck from Golden State Peterbilt, Bakersfield, not to exceed $265,000 for the Solid Waste Division.

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

ATTACHMENTS:

Description	Type
Resolution	Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE BAKERSFIELD CITY COUNCIL DISPENSING WITH FORMAL BIDDING PROCEDURES IN THE PURCHASE OF A PETERBILT 567 DUMP TRUCK FROM GOLDEN STATE PETERBILT AND AUTHORIZING THE USE OF COOPERATIVE PROCUREMENT CONTRACTS FOR THE PURCHASE OF THE EQUIPMENT, NOT TO EXCEED $265,000.

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

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

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

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

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

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

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

2. The Council finds that work, supplies, equipment or materials are available from a local vendor that has successfully obtained a contract that was competitively awarded by another governmental agency within the last 36 months as a participant in a cooperative procurement contract, and that it is in the best interests of the city, and to the city's economic advantage to purchase such work, supplies, equipment or materials from that vendor at the lowest possible cost for the quality needed.

3. The Finance Director or his designee is authorized to dispense with bidding in accordance with section 3.20.060(D)(7) of the Bakersfield Municipal Code.

4. The Finance Director or his designee is authorized to purchase a Peterbilt 348 dump truck at Sourcewell Contract #3081-716PMC pricing through a local vendor, Golden State Peterbilt and to negotiate the purchase of same, not to exceed $265,000.

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

--oo0oo--

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

YES: COUNCIL MEMBER ARIAS, GONZALES, WEIR, SMITH, FREEMAN, GRAY, PARLIER
NOES: COUNCIL MEMBER _____
ABSTAIN: COUNCIL MEMBER _____
ABSENT: COUNCIL MEMBER _____

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

APPROVED _____

By _____
KAREN GOH Mayor

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By _____
JOSHUA H. RUDNICK
Deputy City Attorney

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ADMINISTRATIVE REPORT

MEETING DATE: 1/20/2021	Consent – Resolutions h.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 12/28/2020

WARD: Ward 2

SUBJECT: Sewer connection fee assessment for 2731 California Avenue:

1. Resolution confirming assessments for sewer connection fee and authorizing the collection of assessment by the Kern County Tax Collector.
2. Agreement with Dean Johnson, Wendy Johnson, and Gail Johnson, 2731 California Avenue, to pay the sewer connection fee through the Kern County Tax Collector.

STAFF RECOMMENDATION:

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

BACKGROUND:

The owners of the property at 2731 California Avenue desire to connect said property to the City sewer system. The property owners claim that to pay the sewer connection fee in one payment would produce an economic hardship. To assist in paying the connection fee of $4,800, the City has contracted with the property owners to spread the remaining connection fee over an eight-year period to be collected with their property taxes in accordance with Municipal Code Section 14.12.030, 14.12.390, and 16.32.060. Ordinance No. 4433 dated May 23, 2007, authorizes the Kern County Tax Collector to collect the connection fee in eight equal payments over the next eight years.

ATTACHMENTS:

	Description	Type
	Resolution for sewer connection fee for 2731 California Avenue	Resolution
	Sewer connection fee agreement for 2731 California Avenue	Agreement

RESOLUTION NO. _____

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

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

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

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

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

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

1. The foregoing recitals are true and correct and are incorporated herein.

2. The City Council hereby confirms and approves the individual assessments for sewer connection fee set forth in **Exhibit "A"**.

3. The Kern County Tax Collector is hereby authorized to collect the assessment for the sewer connection fee in equal payments over the next eight years.

4. The provisions of Proposition 218 do not apply as the sewer connection fee cost was imposed at the written request of the property owners.

---------oOo---------

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

AYES:	COUNCILMEMBER:	ARIAS, GONZALES, WEIR, SMITH, FREEMAN, GRAY, PARLIER
NOES:	COUNCILMEMBER:	_____
ABSTAIN:	COUNCILMEMBER:	_____
ABSENT:	COUNCILMEMBER:	_____

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

APPROVED _____

_____
KAREN GOH
MAYOR of the City of Bakersfield

APPROVED as to form:
VIRGINIA GENNARO
CITY ATTORNEY

By: _____
JOSHUA RUDNICK
Deputy City Attorney

Attachment: **Exhibit "A"**

EXHIBIT "A"

Property Owners and Individual Assessment

ATN: 007-021-01-00-5
Dean Johnson
Wendy Johnson
Gail Johnson
2731 California Avenue
Bakersfield, CA 93304

Sewer Connection Fee $4,800.00

AGREEMENT NO. _____

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

THIS AGREEMENT is made and entered into on _____, 2020 by and between the **CITY OF BAKERSFIELD**, a Charter city and municipal corporation ("CITY") herein, and **DEAN JOHNSON AND WENDY JOHNSON HUSBAND AND WIFE AND GAIL JOHNSON, AN UNMARRIED WOMAN, ALL AS JOINT TENANTS** ("PROPERTY OWNERS") herein.

RECITALS

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

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

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

1. **LOCATION OF PROPERTY.** PROPERTY OWNERS own a single-family residence located at 2731 California Avenue, (ATN 007-021-01-00-5) within the city limits of the CITY.

2. **SEWER CONNECTION FEE.** The sewer connection fee payable to the CITY shall be in the amount of Four Thousand Eight Hundred Dollars ($4,800.00). PROPERTY OWNERS hereby request, and CITY agrees to allow PROPERTY OWNERS to pay the sewer connection fee by installment as provided for herein. PROPERTY OWNERS also agree to indemnify, defend, and hold harmless CITY, its officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, arising out of, connected with or in any way arising from, the terms and provisions of this Agreement.

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

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

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

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

6. BINDING EFFECT. The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.

7. EXECUTION. This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

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

CITY:	CITY OF BAKERSFIELD City Hall 1600 Truxtun Avenue Bakersfield, California 93301
PROPERTY OWNERS:	DEAN JOHNSON WENDY JOHNSON GAIL JOHNSON 2731 California Avenue Bakersfield, California 93304

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

"CITY"
CITY OF BAKERSFIELD

By: _____
KAREN GOH, Mayor

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By: _____
NICK FIDLER
Public Works Director

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
JOSHUA RUDNICK
Deputy City Attorney

By: _____
RANDY MCKEEGAN
Finance Director

"PROPERTY OWNERS"

By: _____
DEAN JOHNSON

By: _____
WENDY JOHNSON

By: _____
GAIL JOHNSON

See Attached for Notary Certificate

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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

****

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

State of California

County of Kern

On 12/21/2020 before me, A. DeLatorre Notary Public,
(Here insert name and title of the officer)

personally appeared Dean Johnson, Wendy Johnson and Gail Johnson

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.

A. DELATORRE
COMM. #2237061
NOTARY PUBLIC • CALIFORNIA
KERN COUNTY
My Comm. Exp. Apr. 6, 2022

Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Agreement to pay Sewer
(Title or description of attached document)

and Connection fee
(Title or description of attached document continued)

Number of Pages 3 Document Date 12/21/2020

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/~~she~~/the~~y, is~~ /are~~)~~ or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary). •

Securely attach this document to the signed document

ADMINISTRATIVE REPORT

MEETING DATE: 1/20/2021	Consent – Resolutions i.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 12/27/2020

WARD: Ward(s) 2, 3

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 4-229 (1406 & 1409 Monterey Street) – Ward 2
2. Area 4-230 (1213 Columbus Street) – Ward 3
3. Area 4-231 (905 E. 18th Street) – Ward 2
4. Area 4-234 (4500 Buck Owens Boulevard) – Ward 3

STAFF RECOMMENDATION:

Staff recommends adoption of the resolutions.

BACKGROUND:

On January 6, 2021 the City Council adopted Resolutions of Intention No. 2070, 2071, 2072, and 2073 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 4-229 to the CMD	Resolution
MD 4-229 Exhibit 1	Exhibit
MD 4-229 Exhibit A	Exhibit
MD 4-229 Exhibit B	Exhibit
MD 4-229 Exhibit C	Exhibit
MD 4-229 Exhibit D	Exhibit
MD 4-229 Exhibit E	Exhibit
MD 4-229 Exhibit F	Exhibit
Resolution adding Area 4-230 to the CMD	Resolution
MD 4-230 Exhibit 1	Exhibit
MD 4-230 Exhibit A	Exhibit
MD 4-230 Exhibit B	Exhibit
MD 4-230 Exhibit C	Exhibit
MD 4-230 Exhibit D	Exhibit
MD 4-230 Exhibit E	Exhibit
MD 4-230 Exhibit F	Exhibit
Resolution adding Area 4-231 to the CMD	Resolution
MD 4-231 Exhibit 1	Exhibit
MD 4-231 Exhibit A	Exhibit
MD 4-231 Exhibit B	Exhibit
MD 4-231 Exhibit C	Exhibit
MD 4-231 Exhibit D	Exhibit
MD 4-231 Exhibit E	Exhibit
MD 4-231 Exhibit F	Exhibit
Resolution adding Area 4-234 to the CMD	Resolution
MD 4-234 Exhibit 1	Exhibit
MD 4-234 Exhibit A	Exhibit
MD 4-234 Exhibit B	Exhibit
MD 4-234 Exhibit C	Exhibit
MD 4-234 Exhibit D	Exhibit
MD 4-234 Exhibit E	Exhibit
MD 4-234 Exhibit F	Exhibit

RESOLUTION NO. _____

A RESOLUTION ADDING TERRITORY, AREA 4-229 (1406 & 1409 MONTEREY 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 4-229 (SPR #19-0408 for 1406 Monterey St.; SPR #19-0409 for 1409 Monterey 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. 2070 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 4-229, as shown and designated on that certain map entitled "Map and Assessment Diagram for Addition of Territory, Area 4-229 (1406 & 1409 Monterey Street), to the Consolidated Maintenance District, Bakersfield, California," for this fiscal

year on file in the offices of the City Clerk and Public Works Director, City of Bakersfield; and

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

1. The foregoing recitals are true and correct and are incorporated herein.

2. The Council hereby adds territory, Area 4-229 to the CMD and confirms and adopts the Public Works Director's Report, including the amounts of assessment for each assessed parcel.

3. Exhibits "A" and "B" describe the additional territory.

4. All parcels within this additional territory shall be assessed an amount not to exceed the amount established in Resolution No. 019-05 per equivalent dwelling unit per year. In each subsequent year, annual assessments may increase by the cost of living reflected in the Los Angeles-Riverside-Orange County/All Urban Consumers Consumer Price Index. However, parcels will not be assessed until park and/or street landscape improvements have been installed. When park and/or street landscape improvements have been completed, the appropriate park and street tiers will be assigned, but in no case shall the assessments exceed the amount established in Resolution No. 019-05 as escalated per the above described Consumer Price Index. The benefit formula (Exhibit "C"), budget (Exhibit "D"), assessment roll (Exhibit "E"), and letter from the property owner(s) requesting inclusion in the CMD (Exhibit "F") are attached hereto.

5. The Kern County Tax Collector is hereby authorized to collect such assessments.

6. Beginning in the 2020-2021 fiscal year and each fiscal year thereafter, the Public Works Director is hereby directed to prepare an annual report, as provided in Chapter 13.04 of the Bakersfield Municipal Code, and file it with the City Clerk within the time allowed for placement of assessments on the County tax rolls for the applicable fiscal year. Upon filing of the annual report, the Clerk shall set a hearing before the City Council and give Notice of Hearing in the manner prescribed in Chapter 13.04 of said code.

7. The City Council hereby reserves the right to perform the work of maintenance and operation of the public improvements by City forces or by private contractor. Such determination and election is to be made for each year at the time the budget and assessment is approved for the year in question.

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

AYES:	COUCILMEMBER	ARIAS, GONZALES, WEIR, SMITH, FREEMAN, GRAY, PARLIER
NOES:	COUCILMEMBER	_____
ABSTAIN:	COUCILMEMBER	_____
ABSENT:	COUCILMEMBER	_____

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

APPROVED: _____

_____
KAREN GOH
MAYOR of the City of Bakersfield

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA RUDNICK
Deputy City Attorney

Attachments:

Exhibit "1"
Exhibit "A"
Exhibit "B"
Exhibit "C"
Exhibit "D"
Exhibit "E"
Exhibit "F"

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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: _____

_____

NICK FIDLER
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.

EXHIBIT A

MAP AND ASSESSMENT DIAGRAM FOR ADDITION OF TERRITORY (AREA 4-229) TO THE CONSOLIDATED MAINTENANCE DISTRICT

BAKERSFIELD, CALIFORNIA

NOT TO SCALE

EXHIBIT "B"

FILE: MD 4–229 SHEET 1 of 1

CONSOLIDATED MAINTENANCE DISTRICT
CITY OF BAKERSFIELD
BENEFIT FORMULA

Each parcel joining the Consolidated Maintenance District shall be assessed the amount as defined below:

Rate:

Shall equal the dollar amount shown per the tier level of your zone of the Consolidated Maintenance District on Attachment A "Consolidated Maintenance District Cost per Tier" as approved by City Council Resolution 019-05. As per the Resolution, "Said amounts shall be increased annually by the cost of living increase reflected in the Los Angeles–Riverside–Orange County / All Urban Consumers Consumer Price Index." Tier levels for both Parks and Street Landscaping in the 5 zones of the Consolidated Maintenance District are established by the Recreation and Parks Department through separate policy.

Multiplied by (EDU): The number of Equivalent Dwelling Units (EDU's as defined below) for the parcel.

Multiplied by (Tier): The factor for the tier level, which equals the street or tier number. This tier is assigned by the Recreation and Parks Department for the entire area of the Consolidated Maintenance District.

County Fee(Tier): The County of Kern Assessors Office charges a fee for each parcel added to their tax roll.

Total Assessment $= ((Park Rate x Park Tier) x EDU)) + ((Street Rate x Street Tier) x EDU) + (County Fee)

Note: Since Proposition 218 was passed in November 1996, assessment rates for areas formed prior to Proposition 218 have been frozen at their current rate.

Areas formed between November 1996 and January 12, 2005 shall be assessed by the terms stated on their Proposition 218 ballot.

On January 12, 2005 the city passed Resolution 19-05 which allowed for an escalator on the maximum assessment. Any areas formed after Proposition 218 and which have ballots which include this escalator may be increased according to their ballot terms.

A parcel may be added to the City of Bakersfield Consolidated Maintenance District if any of the below conditions occurs:

1. Bakersfield Municipal code 13.04.021:

   "It is the policy of the city to include within a maintenance district all new developments that are subject to the Subdivision Map Act and that benefit from landscaping in the public right-of-way and/or public parks. Nothing shall preclude the city from requesting formation of a maintenance district, or joining a maintenance district, as a condition of a zone change, or general plan amendment, or conditional use permit, or during site plan review where deemed necessary by the city."

2. Bakersfield Municipal Code 13.04.022 (A):

   "No final map or certificate of compliance for a parcel map waiver may be recorded absent establishment of a maintenance district to provide for all future maintenance of any landscaping in the public right-of-way and of any public park required as a condition of approval of the development project for the area covered by the final map or parcel map waiver."

3. City staff determines this is necessary as part of: Site Plan Review Conditions, Zone Change, a General Plan Amendment, or a Conditional Use Permit.

Equivalent Dwelling Units (EDU) shall be assigned using the following policy. EDU's may also be adjusted given special conditions or agreements as necessary to adequately reflect the conditions of the site at the time of formation. Developed Parcels will be assessed by their actual units on their site as per their plans, map, or current use.

Single Family Residential Parcels:	1 EDU per Parcel
Mobile Home Parks:	1 EDU per Space / Lot
Multifamily Residential Parcels:	.71 EDU per Unit
(Commercial / Industrial / Mixed Use):	6 EDU per Acre

Undeveloped ground in its natural state will be assigned EDU's based on their zoning at max theoretical density as used by the City of Bakersfield Planning Dept. Those densities are:

Zone	EDU's per gross acre
R-1	4
R-2	17.42 (max.)
R-3	34.85 (max.)
R-4	72.6 (max.)
E	4.36
R-S	1.82
R-S-1A	1
R-S-2.5A	0.4
R-S-5A	0.2
R-S-10A	0.1

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

EXHIBIT C

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
Less: City Contributions	$0.00
NET AMOUNT TO BE ASSESSED	$0.00

** Previous Years Deficits No Longer Carried Forward.

EXHIBIT D

MAINTENANCE DISTRICT AREA 4-229

ASSESSMENT ROLL

FISCAL YEAR 2020-2021

Assessor's Tax No.		Total amount to be collected for FY (2020-2021)
015-260-13-00-2		$0.00
015-310-03-00-7		$0.00
	0	$0.00
Total		$0.00

EXHIBIT E

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.

Respectfully,

Jeremy Willer
Owner

Kim Willer
Owner

Kimberly Taylor
Owner

Exhibit F

RESOLUTION NO. _____

A RESOLUTION ADDING TERRITORY, AREA 4-230 (1213 COLUMBUS STREET) TO THE CONSOLIDATED MAINTENANCE DISTRICT; ADOPTING, CONFIRMING AND APPROVING THE PUBLIC WORKS DIRECTOR'S REPORT, THE BOUNDARIES OF THE ADDITION, THE FAIRNESS OF THE BENEFIT FORMULA, AND THE AMOUNT OF THE ASSESSMENT TO BE LEVIED AGAINST EACH PARCEL. (WARD 3)

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

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

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

WHEREAS, it is the intention of the City Council of the City of Bakersfield to add Area 4-230 (SPR #20-0079), 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. 2071 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 4-230, as shown and designated on that certain map entitled "Map and Assessment Diagram for Addition of Territory, Area 4-230 (1213 Columbus Street), to the Consolidated Maintenance District, Bakersfield, California," for this fiscal year on file in the offices of the City Clerk and Public Works Director, City of Bakersfield; and

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

1. The foregoing recitals are true and correct and are incorporated herein.

2. The Council hereby adds territory, Area 4-230 to the CMD and confirms and adopts the Public Works Director's Report, including the amounts of assessment for each assessed parcel.

3. Exhibits "A" and "B" describe the additional territory.

4. All parcels within this additional territory shall be assessed an amount not to exceed the amount established in Resolution No. 019-05 per equivalent dwelling unit per year. In each subsequent year, annual assessments may increase by the cost of living reflected in the Los Angeles-Riverside-Orange County/All Urban Consumers Consumer Price Index. However, parcels will not be assessed until park and/or street landscape improvements have been installed. When park and/or street landscape improvements have been completed, the appropriate park and street tiers will be assigned, but in no case shall the assessments exceed the amount established in Resolution No. 019-05 as escalated per the above described Consumer Price Index. The benefit formula (Exhibit "C"), budget (Exhibit "D"), assessment roll (Exhibit "E"), and letter from the property owner(s) requesting inclusion in the CMD (Exhibit "F") are attached hereto.

5. The Kern County Tax Collector is hereby authorized to collect such assessments.

6. Beginning in the 2020-2021 fiscal year and each fiscal year thereafter, the Public Works Director is hereby directed to prepare an annual report, as provided in Chapter 13.04 of the Bakersfield Municipal Code, and file it with the City Clerk within the time allowed for placement of assessments on the County tax rolls for the applicable fiscal year. Upon filing of the annual report, the Clerk shall set a hearing before the City Council and give Notice of Hearing in the manner prescribed in Chapter 13.04 of said code.

7. The City Council hereby reserves the right to perform the work of maintenance and operation of the public improvements by City forces or by private contractor. Such determination and election is to be made for each year at the time the budget and assessment is approved for the year in question.

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

AYES:	COUCILMEMBER	ARIAS, GONZALES, WEIR, SMITH, FREEMAN, GRAY, PARLIER
NOES:	COUCILMEMBER	_____
ABSTAIN:	COUCILMEMBER	_____
ABSENT:	COUCILMEMBER	_____

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

APPROVED: _____

_____
KAREN GOH
MAYOR of the City of Bakersfield

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA RUDNICK
Deputy City Attorney

Attachments:

Exhibit "1"
Exhibit "A"
Exhibit "B"
Exhibit "C"
Exhibit "D"
Exhibit "E"
Exhibit "F"

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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: _____

_____

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

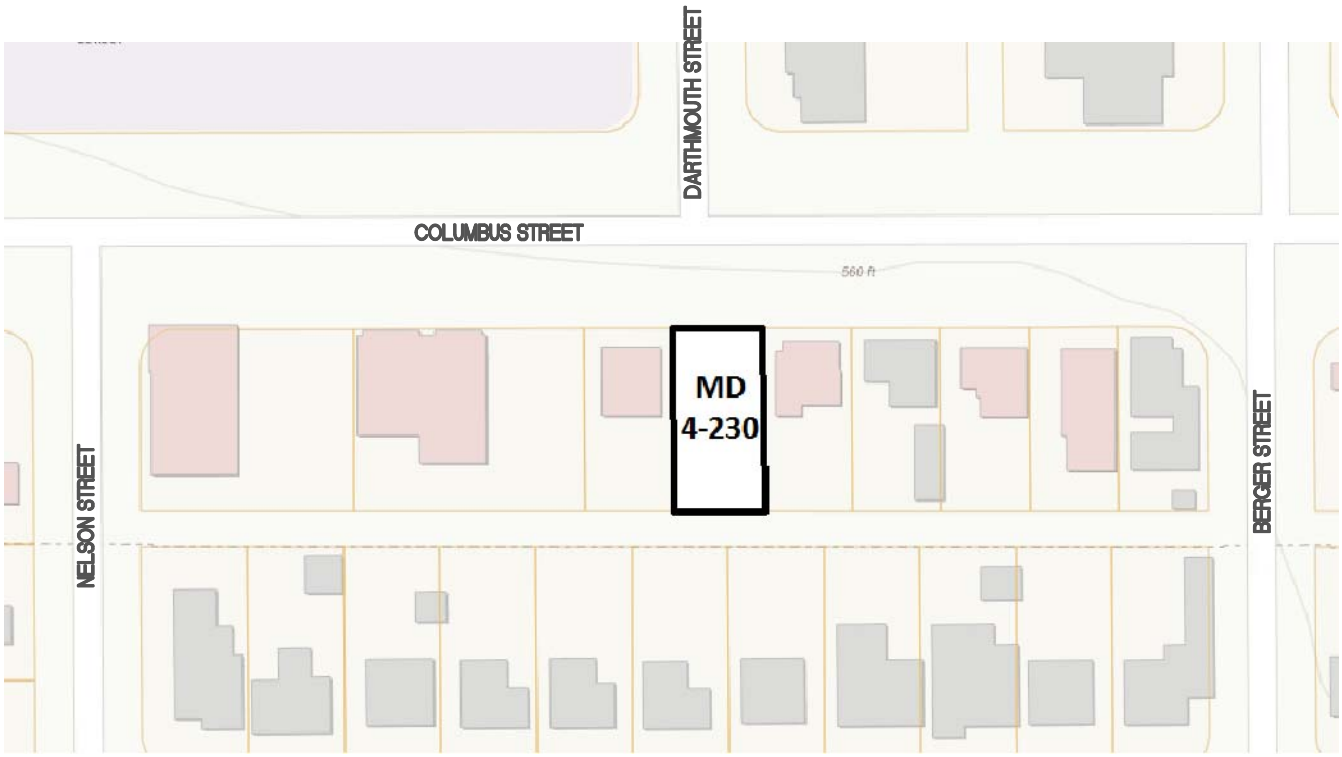
1213 Columbus Street Bakersfield California

Containing: 0.12 Acres, more or less.

EXHIBIT A

MAP AND ASSESSMENT DIAGRAM FOR ADDITION OF TERRITORY (AREA 4-230) TO THE CONSOLIDATED MAINTENANCE DISTRICT

BAKERSFIELD, CALIFORNIA



NOT TO SCALE

EXHIBIT "B"

FILE: MD 4-230 SHEET 1 of 1

CONSOLIDATED MAINTENANCE DISTRICT
CITY OF BAKERSFIELD
BENEFIT FORMULA

Each parcel joining the Consolidated Maintenance District shall be assessed the amount as defined below:

Rate:

Shall equal the dollar amount shown per the tier level of your zone of the Consolidated Maintenance District on Attachment A "Consolidated Maintenance District Cost per Tier" as approved by City Council Resolution 019-05. As per the Resolution, "Said amounts shall be increased annually by the cost of living increase reflected in the Los Angeles–Riverside–Orange County / All Urban Consumers Consumer Price Index." Tier levels for both Parks and Street Landscaping in the 5 zones of the Consolidated Maintenance District are established by the Recreation and Parks Department through separate policy.

Multiplied by (EDU): The number of Equivalent Dwelling Units (EDU's as defined below) for the parcel.

Multiplied by (Tier): The factor for the tier level, which equals the street or tier number. This tier is assigned by the Recreation and Parks Department for the entire area of the Consolidated Maintenance District.

County Fee(Tier): The County of Kern Assessors Office charges a fee for each parcel added to their tax roll.

Total Assessment $= ((Park Rate x Park Tier) x EDU)) + ((Street Rate x Street Tier) x EDU) + (County Fee)

Note: Since Proposition 218 was passed in November 1996, assessment rates for areas formed prior to Proposition 218 have been frozen at their current rate.

Areas formed between November 1996 and January 12, 2005 shall be assessed by the terms stated on their Proposition 218 ballot.

On January 12, 2005 the city passed Resolution 19-05 which allowed for an escalator on the maximum assessment. Any areas formed after Proposition 218 and which have ballots which include this escalator may be increased according to their ballot terms.

A parcel may be added to the City of Bakersfield Consolidated Maintenance District if any of the below conditions occurs:

1. Bakersfield Municipal code 13.04.021:

   "It is the policy of the city to include within a maintenance district all new developments that are subject to the Subdivision Map Act and that benefit from landscaping in the public right-of-way and/or public parks. Nothing shall preclude the city from requesting formation of a maintenance district, or joining a maintenance district, as a condition of a zone change, or general plan amendment, or conditional use permit, or during site plan review where deemed necessary by the city."

2. Bakersfield Municipal Code 13.04.022 (A):

   "No final map or certificate of compliance for a parcel map waiver may be recorded absent establishment of a maintenance district to provide for all future maintenance of any landscaping in the public right-of-way and of any public park required as a condition of approval of the development project for the area covered by the final map or parcel map waiver."

3. City staff determines this is necessary as part of: Site Plan Review Conditions, Zone Change, a General Plan Amendment, or a Conditional Use Permit.

Equivalent Dwelling Units (EDU) shall be assigned using the following policy. EDU's may also be adjusted given special conditions or agreements as necessary to adequately reflect the conditions of the site at the time of formation. Developed Parcels will be assessed by their actual units on their site as per their plans, map, or current use.

Single Family Residential Parcels:	1 EDU per Parcel
Mobile Home Parks:	1 EDU per Space / Lot
Multifamily Residential Parcels:	.71 EDU per Unit
(Commercial / Industrial / Mixed Use):	6 EDU per Acre

Undeveloped ground in its natural state will be assigned EDU's based on their zoning at max theoretical density as used by the City of Bakersfield Planning Dept. Those densities are:

Zone	EDU's per gross acre
R-1	4
R-2	17.42 (max.)
R-3	34.85 (max.)
R-4	72.6 (max.)
E	4.36
R-S	1.82
R-S-1A	1
R-S-2.5A	0.4
R-S-5A	0.2
R-S-10A	0.1

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

EXHIBIT C

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.

EXHIBIT D

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

EXHIBIT E

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: probatehomes@yahoo.com
Phone: 323.236.4469

Exhibit F

RESOLUTION NO. _____

A RESOLUTION ADDING TERRITORY, AREA 4-231 (905 E. 18TH 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 4-231 (SPR #19-0407), 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. 2072 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 4-231, as shown and designated on that certain map entitled "Map and Assessment Diagram for Addition of Territory, Area 4-231 (905 E. 18th Street), to the Consolidated Maintenance District, Bakersfield, California," for this fiscal year on file in the offices of the City Clerk and Public Works Director, City of Bakersfield; and

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

1. The foregoing recitals are true and correct and are incorporated herein.

2. The Council hereby adds territory, Area 4-231 to the CMD and confirms and adopts the Public Works Director's Report, including the amounts of assessment for each assessed parcel.

3. Exhibits "A" and "B" describe the additional territory.

4. All parcels within this additional territory shall be assessed an amount not to exceed the amount established in Resolution No. 019-05 per equivalent dwelling unit per year. In each subsequent year, annual assessments may increase by the cost of living reflected in the Los Angeles-Riverside-Orange County/All Urban Consumers Consumer Price Index. However, parcels will not be assessed until park and/or street landscape improvements have been installed. When park and/or street landscape improvements have been completed, the appropriate park and street tiers will be assigned, but in no case shall the assessments exceed the amount established in Resolution No. 019-05 as escalated per the above described Consumer Price Index. The benefit formula (Exhibit "C"), budget (Exhibit "D"), assessment roll (Exhibit "E"), and letter from the property owner(s) requesting inclusion in the CMD (Exhibit "F") are attached hereto.

5. The Kern County Tax Collector is hereby authorized to collect such assessments.

6. Beginning in the 2020-2021 fiscal year and each fiscal year thereafter, the Public Works Director is hereby directed to prepare an annual report, as provided in Chapter 13.04 of the Bakersfield Municipal Code, and file it with the City Clerk within the time allowed for placement of assessments on the County tax rolls for the applicable fiscal year. Upon filing of the annual report, the Clerk shall set a hearing before the City Council and give Notice of Hearing in the manner prescribed in Chapter 13.04 of said code.

7. The City Council hereby reserves the right to perform the work of maintenance and operation of the public improvements by City forces or by private contractor. Such determination and election is to be made for each year at the time the budget and assessment is approved for the year in question.

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

AYES:	COUCILMEMBER	ARIAS, GONZALES, WEIR, SMITH, FREEMAN, GRAY, PARLIER
NOES:	COUCILMEMBER	_____
ABSTAIN:	COUCILMEMBER	_____
ABSENT:	COUCILMEMBER	_____

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

APPROVED: _____

_____
KAREN GOH
MAYOR of the City of Bakersfield

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA RUDNICK
Deputy City Attorney

Attachments:

Exhibit "1"
Exhibit "A"
Exhibit "B"
Exhibit "C"
Exhibit "D"
Exhibit "E"
Exhibit "F"

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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 FIDLER
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.

EXHIBIT A

MAP AND ASSESSMENT DIAGRAM FOR ADDITION OF TERRITORY (AREA 4-231) TO THE CONSOLIDATED MAINTENANCE DISTRICT

BAKERSFIELD, CALIFORNIA

NOT TO SCALE

EXHIBIT "B"

FILE: MD 4-231 SHEET 1 of 1

CONSOLIDATED MAINTENANCE DISTRICT
CITY OF BAKERSFIELD
BENEFIT FORMULA

Each parcel joining the Consolidated Maintenance District shall be assessed the amount as defined below:

Rate:

Shall equal the dollar amount shown per the tier level of your zone of the Consolidated Maintenance District on Attachment A "Consolidated Maintenance District Cost per Tier" as approved by City Council Resolution 019-05. As per the Resolution, "Said amounts shall be increased annually by the cost of living increase reflected in the Los Angeles–Riverside–Orange County / All Urban Consumers Consumer Price Index." Tier levels for both Parks and Street Landscaping in the 5 zones of the Consolidated Maintenance District are established by the Recreation and Parks Department through separate policy.

Multiplied by (EDU): The number of Equivalent Dwelling Units (EDU's as defined below) for the parcel.

Multiplied by (Tier): The factor for the tier level, which equals the street or tier number. This tier is assigned by the Recreation and Parks Department for the entire area of the Consolidated Maintenance District.

County Fee(Tier): The County of Kern Assessors Office charges a fee for each parcel added to their tax roll.

Total Assessment $= ((Park Rate x Park Tier) x EDU)) + ((Street Rate x Street Tier) x EDU) + (County Fee)

Note: Since Proposition 218 was passed in November 1996, assessment rates for areas formed prior to Proposition 218 have been frozen at their current rate.

Areas formed between November 1996 and January 12, 2005 shall be assessed by the terms stated on their Proposition 218 ballot.

On January 12, 2005 the city passed Resolution 19-05 which allowed for an escalator on the maximum assessment. Any areas formed after Proposition 218 and which have ballots which include this escalator may be increased according to their ballot terms.

A parcel may be added to the City of Bakersfield Consolidated Maintenance District if any of the below conditions occurs:

1. Bakersfield Municipal code 13.04.021:

   "It is the policy of the city to include within a maintenance district all new developments that are subject to the Subdivision Map Act and that benefit from landscaping in the public right-of-way and/or public parks. Nothing shall preclude the city from requesting formation of a maintenance district, or joining a maintenance district, as a condition of a zone change, or general plan amendment, or conditional use permit, or during site plan review where deemed necessary by the city."

2. Bakersfield Municipal Code 13.04.022 (A):

   "No final map or certificate of compliance for a parcel map waiver may be recorded absent establishment of a maintenance district to provide for all future maintenance of any landscaping in the public right-of-way and of any public park required as a condition of approval of the development project for the area covered by the final map or parcel map waiver."

3. City staff determines this is necessary as part of: Site Plan Review Conditions, Zone Change, a General Plan Amendment, or a Conditional Use Permit.

Equivalent Dwelling Units (EDU) shall be assigned using the following policy. EDU's may also be adjusted given special conditions or agreements as necessary to adequately reflect the conditions of the site at the time of formation. Developed Parcels will be assessed by their actual units on their site as per their plans, map, or current use.

Single Family Residential Parcels:	1 EDU per Parcel
Mobile Home Parks:	1 EDU per Space / Lot
Multifamily Residential Parcels:	.71 EDU per Unit
(Commercial / Industrial / Mixed Use):	6 EDU per Acre

Undeveloped ground in its natural state will be assigned EDU's based on their zoning at max theoretical density as used by the City of Bakersfield Planning Dept. Those densities are:

Zone	EDU's per gross acre
R-1	4
R-2	17.42 (max.)
R-3	34.85 (max.)
R-4	72.6 (max.)
E	4.36
R-S	1.82
R-S-1A	1
R-S-2.5A	0.4
R-S-5A	0.2
R-S-10A	0.1

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

EXHIBIT C

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
NET AMOUNT TO BE ASSESSED	$0.00

** Previous Years Deficits No Longer Carried Forward.

EXHIBIT D

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

EXHIBIT E

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

Exhibit F

RESOLUTION NO. _____

A RESOLUTION ADDING TERRITORY, AREA 4-234 (4500 BUCK OWENS BOULEVARD) 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 4-234 (CUP #18-0497), 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. 2073 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 4-234, as shown and designated on that certain map entitled "Map and Assessment Diagram for Addition of Territory, Area 4-234 (4500 Buck Owens Boulevard), to the Consolidated Maintenance District, Bakersfield, California," for this

fiscal year on file in the offices of the City Clerk and Public Works Director, City of Bakersfield; and

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

1. The foregoing recitals are true and correct and are incorporated herein.

2. The Council hereby adds territory, Area 4-234 to the CMD and confirms and adopts the Public Works Director's Report, including the amounts of assessment for each assessed parcel.

3. Exhibits "A" and "B" describe the additional territory.

4. All parcels within this additional territory shall be assessed an amount not to exceed the amount established in Resolution No. 019-05 per equivalent dwelling unit per year. In each subsequent year, annual assessments may increase by the cost of living reflected in the Los Angeles-Riverside-Orange County/All Urban Consumers Consumer Price Index. However, parcels will not be assessed until park and/or street landscape improvements have been installed. When park and/or street landscape improvements have been completed, the appropriate park and street tiers will be assigned, but in no case shall the assessments exceed the amount established in Resolution No. 019-05 as escalated per the above described Consumer Price Index. The benefit formula (Exhibit "C"), budget (Exhibit "D"), assessment roll (Exhibit "E"), and letter from the property owner(s) requesting inclusion in the CMD (Exhibit "F") are attached hereto.

5. The Kern County Tax Collector is hereby authorized to collect such assessments.

6. Beginning in the 2020-2021 fiscal year and each fiscal year thereafter, the Public Works Director is hereby directed to prepare an annual report, as provided in Chapter 13.04 of the Bakersfield Municipal Code, and file it with the City Clerk within the time allowed for placement of assessments on the County tax rolls for the applicable fiscal year. Upon filing of the annual report, the Clerk shall set a hearing before the City Council and give Notice of Hearing in the manner prescribed in Chapter 13.04 of said code.

7. The City Council hereby reserves the right to perform the work of maintenance and operation of the public improvements by City forces or by private contractor. Such determination and election is to be made for each year at the time the budget and assessment is approved for the year in question.

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

AYES:	COUCILMEMBER	ARIAS, GONZALES, WEIR, SMITH, FREEMAN, GRAY, PARLIER
NOES:	COUCILMEMBER	_____
ABSTAIN:	COUCILMEMBER	_____
ABSENT:	COUCILMEMBER	_____

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

APPROVED: _____

_____
KAREN GOH
MAYOR of the City of Bakersfield

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA RUDNICK
Deputy City Attorney

Attachments:

Exhibit "1"
Exhibit "A"
Exhibit "B"
Exhibit "C"
Exhibit "D"
Exhibit "E"
Exhibit "F"

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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 FIDLER
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

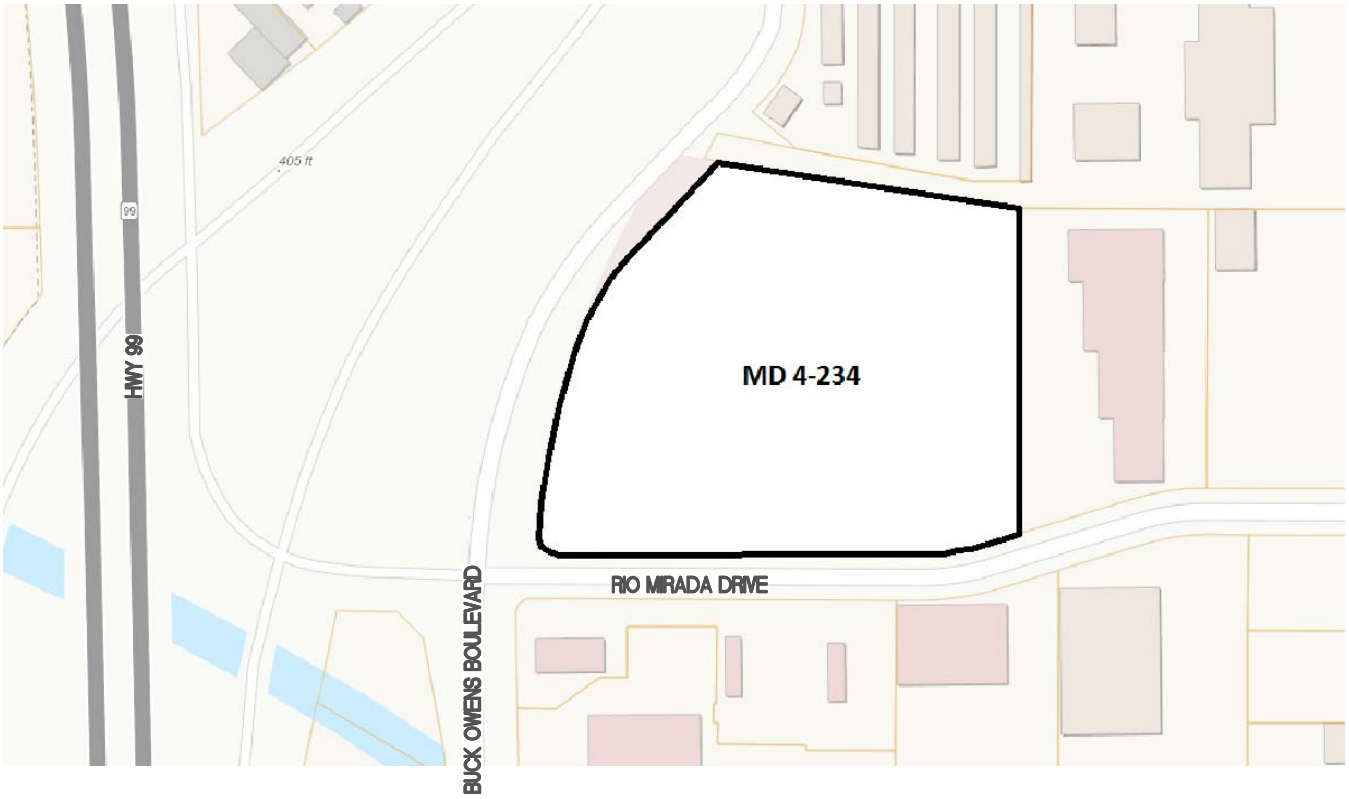
4500 Buck Owens Blvd Bakersfield California

Containing: 6.08 Acres, more or less.

EXHIBIT A

MAP AND ASSESSMENT DIAGRAM FOR ADDITION OF TERRITORY (AREA 4-234) TO THE CONSOLIDATED MAINTENANCE DISTRICT

BAKERSFIELD, CALIFORNIA



NOT TO SCALE

EXHIBIT "B"

FILE: MD 2-234 SHEET 1 of 1

CONSOLIDATED MAINTENANCE DISTRICT
CITY OF BAKERSFIELD
BENEFIT FORMULA

Each parcel joining the Consolidated Maintenance District shall be assessed the amount as defined below:

Rate:

Shall equal the dollar amount shown per the tier level of your zone of the Consolidated Maintenance District on Attachment A "Consolidated Maintenance District Cost per Tier" as approved by City Council Resolution 019-05. As per the Resolution, "Said amounts shall be increased annually by the cost of living increase reflected in the Los Angeles–Riverside–Orange County / All Urban Consumers Consumer Price Index." Tier levels for both Parks and Street Landscaping in the 5 zones of the Consolidated Maintenance District are established by the Recreation and Parks Department through separate policy.

Multiplied by (EDU): The number of Equivalent Dwelling Units (EDU's as defined below) for the parcel.

Multiplied by (Tier): The factor for the tier level, which equals the street or tier number. This tier is assigned by the Recreation and Parks Department for the entire area of the Consolidated Maintenance District.

County Fee(Tier): The County of Kern Assessors Office charges a fee for each parcel added to their tax roll.

Total Assessment $= ((Park Rate x Park Tier) x EDU)) + ((Street Rate x Street Tier) x EDU) + (County Fee)

Note: Since Proposition 218 was passed in November 1996, assessment rates for areas formed prior to Proposition 218 have been frozen at their current rate.

Areas formed between November 1996 and January 12, 2005 shall be assessed by the terms stated on their Proposition 218 ballot.

On January 12, 2005 the city passed Resolution 19-05 which allowed for an escalator on the maximum assessment. Any areas formed after Proposition 218 and which have ballots which include this escalator may be increased according to their ballot terms.

A parcel may be added to the City of Bakersfield Consolidated Maintenance District if any of the below conditions occurs:

1. Bakersfield Municipal code 13.04.021:

   "It is the policy of the city to include within a maintenance district all new developments that are subject to the Subdivision Map Act and that benefit from landscaping in the public right-of-way and/or public parks. Nothing shall preclude the city from requesting formation of a maintenance district, or joining a maintenance district, as a condition of a zone change, or general plan amendment, or conditional use permit, or during site plan review where deemed necessary by the city."

2. Bakersfield Municipal Code 13.04.022 (A):

   "No final map or certificate of compliance for a parcel map waiver may be recorded absent establishment of a maintenance district to provide for all future maintenance of any landscaping in the public right-of-way and of any public park required as a condition of approval of the development project for the area covered by the final map or parcel map waiver."

3. City staff determines this is necessary as part of: Site Plan Review Conditions, Zone Change, a General Plan Amendment, or a Conditional Use Permit.

Equivalent Dwelling Units (EDU) shall be assigned using the following policy. EDU's may also be adjusted given special conditions or agreements as necessary to adequately reflect the conditions of the site at the time of formation. Developed Parcels will be assessed by their actual units on their site as per their plans, map, or current use.

Single Family Residential Parcels:	1 EDU per Parcel
Mobile Home Parks:	1 EDU per Space / Lot
Multifamily Residential Parcels:	.71 EDU per Unit
(Commercial / Industrial / Mixed Use):	6 EDU per Acre

Undeveloped ground in its natural state will be assigned EDU's based on their zoning at max theoretical density as used by the City of Bakersfield Planning Dept. Those densities are:

Zone	EDU's per gross acre
R-1	4
R-2	17.42 (max.)
R-3	34.85 (max.)
R-4	72.6 (max.)
E	4.36
R-S	1.82
R-S-1A	1
R-S-2.5A	0.4
R-S-5A	0.2
R-S-10A	0.1

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

EXHIBIT C

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.

EXHIBIT D

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

EXHIBIT E

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

EXHIBIT F

ADMINISTRATIVE REPORT

MEETING DATE: 1/20/2021	Consent – Resolutions j.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 12/29/2020

WARD: Ward(s) 1, 7

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. 2075 adding Area 5-105 (1401 Brook Street) – Ward 1
2. ROI No. 2076 adding Area 5-108 (6915 Colony Street) – Ward 7

STAFF RECOMMENDATION:

Staff recommends adopting the resolutions of intention.

BACKGROUND:

Written requests have been received by the City Engineer from the owner(s) of the parcels to be included into the Consolidated Maintenance District as required by section 13.04.021 of the Municipal Code. Inclusion in the Consolidated Maintenance District will provide for the maintenance of parks and/or street landscaping. For an area where a park has been constructed and/or street landscaping has already been installed, the area will be under the park and streetscape zones of benefit and will be assigned appropriate tier levels during the next annual update to the consolidated maintenance district. For an area where a park and/or street landscaping has not been installed, the area will be assigned appropriate tier levels when improvements are constructed.

The City of Bakersfield has received a letter from the owner(s) of the properties described above which waives the public hearing concerning inclusion in the Consolidated Maintenance District. This allows the City to expedite the maintenance district process to satisfy the subdivision requirement. The owner(s) also have submitted a Proposition 218 ballot indicating their consent to the assessments.

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

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

ATTACHMENTS:

	Description	Type
	ROI #2075 adding Area 5-105 to the CMD	Resolution
	MD 5-105 Exhibit 1	Exhibit
	MD 5-105 Exhibit A	Exhibit
	MD 5-105 Exhibit B	Exhibit
	MD 5-105 Exhibit C	Exhibit
	MD 5-105 Exhibit D	Exhibit
	MD 5-105 Exhibit E	Exhibit
	MD 5-105 Exhibit F	Exhibit
	ROI #2076 adding Area 5-108 to the CMD	Resolution
	MD 5-108 Exhibit 1	Exhibit
	MD 5-108 Exhibit A	Exhibit
	MD 5-108 Exhibit B	Exhibit
	MD 5-108 Exhibit C	Exhibit
	MD 5-108 Exhibit D	Exhibit
	MD 5-108 Exhibit E	Exhibit
	MD 5-108 Exhibit F	Exhibit

RESOLUTION OF INTENTION NO. 2075

A RESOLUTION DECLARING INTENTION TO ADD TERRITORY, AREA 5-105 (1401 BROOK STREET) TO THE CONSOLIDATED MAINTENANCE DISTRICT, PRELIMINARILY ADOPTING, CONFIRMING AND APPROVING THE PUBLIC WORKS DIRECTOR'S REPORT, THE BOUNDARIES OF THE ADDITION, THE FAIRNESS OF THE BENEFIT FORMULA, AND THE AMOUNT OF THE ASSESSMENT TO BE LEVIED AGAINST EACH PARCEL. (WARD 1)

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

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

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

WHEREAS, it is the intention of the City Council of the City of Bakersfield to add territory, Area 5-105 (Parcel Map #12387) to the CMD. Said area is generally described in Exhibit "B" attached hereto, to maintain local improvements including a public park and public street landscaping;

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

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

b) A map and assessment diagram of the additional territory, attached hereto as Exhibit “B”;

c) The benefit formula attached hereto as Exhibit "C";

d) A budget, attached hereto as Exhibit "D," containing the matters specified in Section 13.04.130 of the Bakersfield Municipal Code;

e) The amount of assessment to be levied against each parcel, attached hereto as Exhibit "E";

f) Correspondence from the property owner(s) requesting inclusion within the CMD attached hereto as Exhibit “F”;

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

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

1. The foregoing recitals are true and correct and are incorporated herein.

2. The City Council hereby preliminarily adopts and approves the Public Works Director's Report and declares that the territory within the boundaries so specified and described is the area, benefiting from said local improvements; that the expense of maintaining and operating said improvements is hereby made assessable upon said area; and that the exterior boundaries thereof are hereby specified and described to be as shown on that certain map marked Exhibit "B," entitled "Map and Assessment Diagram for Addition of Territory, to the Consolidated Maintenance District, Bakersfield, California," which map indicates by a boundary line the extent of the territory to be added to the Consolidated Maintenance District and shall govern for all details as to the extent of the addition.

3. Each parcel identified in Exhibit "E" is included in the Street Landscape and Park Zones of benefit and is assessed an amount not to exceed the amount established in Resolution No. 019-05 per equivalent dwelling unit per year. In each subsequent year, annual assessments may increase by the cost of living reflected in the Los Angeles-Riverside-Orange County/All Urban Consumers Consumer Price Index.

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

AYES:	COUNCILMEMBER	ARIAS, GONZALES, WEIR, SMITH, FREEMAN, GRAY, PARLIER
NOES:	COUNCILMEMBER	_____
ABSTAIN:	COUNCILMEMBER	_____
ABSENT:	COUNCILMEMBER	_____

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

APPROVED: _____

_____
KAREN GOH
MAYOR of the City of Bakersfield

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA RUDNICK
Deputy City Attorney

Attachments: Exhibit "1" Exhibit "D"
Exhibit "A" Exhibit "E"
Exhibit "B" Exhibit "F"
Exhibit "C"

PUBLIC WORKS DIRECTOR'S REPORT

ADDITION OF TERRITORY, AREA 5-105

Fiscal Year 2020-2021

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

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

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

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

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

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

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

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

NOW THEREFORE, I, NICK FIDLER, Director of Public Works of the City of Bakersfield, by virtue of the power vested in me and the order of the Council of said City, hereby submit the Fiscal Year 2020-2021 Budget and Assessment Roll as set forth in Exhibit "D" and Exhibit "E," respectively, attached hereto and incorporated herein as though fully set forth, upon all parcels of property within additional territory subject to be assessed to pay the cost of maintenance and operation in said area.

Dated: _____

_____

NICK FIDLER
Public Works Director
City of Bakersfield

LEGAL DESCRIPTION

Area 5-105

An area located in Section 17, Township 30, Range 28 M.D.B. & M., more particularly described as follows:

PMW 12387

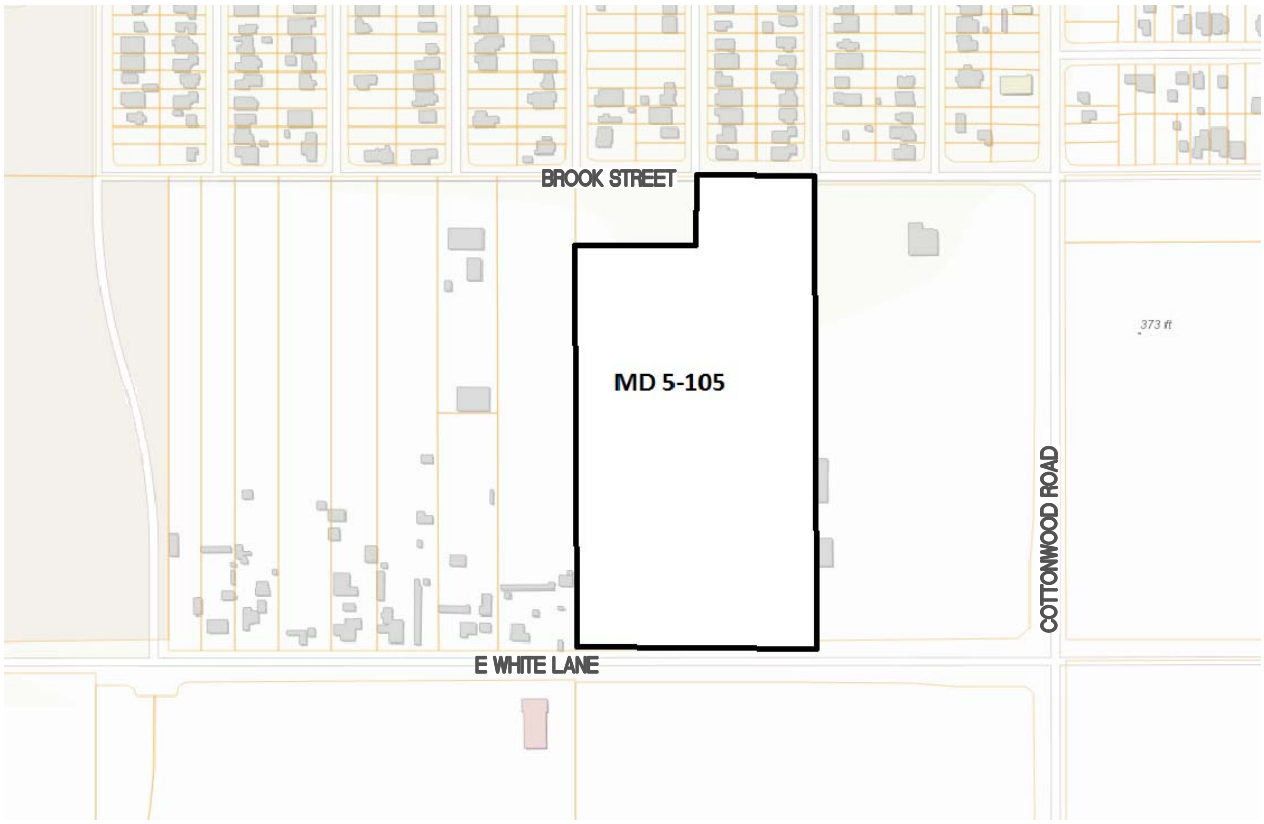
1401 Brook Street Bakersfield California

Containing: 18.02 Acres, more or less.

EXHIBIT A

MAP AND ASSESSMENT DIAGRAM FOR ADDITION OF TERRITORY (AREA 5-105) TO THE CONSOLIDATED MAINTENANCE DISTRICT

BAKERSFIELD, CALIFORNIA



NOT TO SCALE

EXHIBIT "B"

FILE: MD 5-105 SHEET 1 of 1

CONSOLIDATED MAINTENANCE DISTRICT
CITY OF BAKERSFIELD
BENEFIT FORMULA

Each parcel joining the Consolidated Maintenance District shall be assessed the amount as defined below:

Rate:

Shall equal the dollar amount shown per the tier level of your zone of the Consolidated Maintenance District on Attachment A "Consolidated Maintenance District Cost per Tier" as approved by City Council Resolution 019-05. As per the Resolution, "Said amounts shall be increased annually by the cost of living increase reflected in the Los Angeles–Riverside–Orange County / All Urban Consumers Consumer Price Index." Tier levels for both Parks and Street Landscaping in the 5 zones of the Consolidated Maintenance District are established by the Recreation and Parks Department through separate policy.

Multiplied by (EDU): The number of Equivalent Dwelling Units (EDU's as defined below) for the parcel.

Multiplied by (Tier): The factor for the tier level, which equals the street or tier number. This tier is assigned by the Recreation and Parks Department for the entire area of the Consolidated Maintenance District.

County Fee(Tier): The County of Kern Assessors Office charges a fee for each parcel added to their tax roll.

Total Assessment $= ((Park Rate x Park Tier) x EDU)) + ((Street Rate x Street Tier) x EDU) + (County Fee)

Note: Since Proposition 218 was passed in November 1996, assessment rates for areas formed prior to Proposition 218 have been frozen at their current rate.

Areas formed between November 1996 and January 12, 2005 shall be assessed by the terms stated on their Proposition 218 ballot.

On January 12, 2005 the city passed Resolution 19-05 which allowed for an escalator on the maximum assessment. Any areas formed after Proposition 218 and which have ballots which include this escalator may be increased according to their ballot terms.

A parcel may be added to the City of Bakersfield Consolidated Maintenance District if any of the below conditions occurs:

1. Bakersfield Municipal code 13.04.021:

   "It is the policy of the city to include within a maintenance district all new developments that are subject to the Subdivision Map Act and that benefit from landscaping in the public right-of-way and/or public parks. Nothing shall preclude the city from requesting formation of a maintenance district, or joining a maintenance district, as a condition of a zone change, or general plan amendment, or conditional use permit, or during site plan review where deemed necessary by the city."

2. Bakersfield Municipal Code 13.04.022 (A):

   "No final map or certificate of compliance for a parcel map waiver may be recorded absent establishment of a maintenance district to provide for all future maintenance of any landscaping in the public right-of-way and of any public park required as a condition of approval of the development project for the area covered by the final map or parcel map waiver."

3. City staff determines this is necessary as part of: Site Plan Review Conditions, Zone Change, a General Plan Amendment, or a Conditional Use Permit.

Equivalent Dwelling Units (EDU) shall be assigned using the following policy. EDU's may also be adjusted given special conditions or agreements as necessary to adequately reflect the conditions of the site at the time of formation. Developed Parcels will be assessed by their actual units on their site as per their plans, map, or current use.

Single Family Residential Parcels:	1 EDU per Parcel
Mobile Home Parks:	1 EDU per Space / Lot
Multifamily Residential Parcels:	.71 EDU per Unit
(Commercial / Industrial / Mixed Use):	6 EDU per Acre

Undeveloped ground in its natural state will be assigned EDU's based on their zoning at max theoretical density as used by the City of Bakersfield Planning Dept. Those densities are:

Zone	EDU's per gross acre
R-1	4
R-2	17.42 (max.)
R-3	34.85 (max.)
R-4	72.6 (max.)
E	4.36
R-S	1.82
R-S-1A	1
R-S-2.5A	0.4
R-S-5A	0.2
R-S-10A	0.1

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

EXHIBIT C

MAINTENANCE DISTRICT AREA 5-105

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.

EXHIBIT D

MAINTENANCE DISTRICT AREA 5-105

ASSESSMENT ROLL

FISCAL YEAR 2020-2021

Assessor's Tax No.	Total amount to be collected for FY (2020-2021)
172-070-09-02-0	$0.00
Total	$0.00

EXHIBIT E

10-02-2020

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

RE: **Inclusion of** *(choose one of the following)* ☐ **Tract Map** ☒ **Parcel Map** ☐ **Parcel Map Waiver No.** 12387 **in a Consolidated Maintenance District (CMD)**

Dear Mr. Schroeter:

We, the undersigned, as owners of the property included within *(choose one of the following)* ☐ Tract Map ☒ Parcel Map ☐ Parcel Map Waiver No. 12387 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 October 16, 2020 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,

Federico Macias Gonzalez, & Maria De La Luz Macias
Owners

RESOLUTION OF INTENTION NO. 2076

A RESOLUTION DECLARING INTENTION TO ADD TERRITORY, AREA 5-108 (6915 COLONY 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 7)

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 5-108 (LLA #06-0929) to the CMD. Said area is generally described in Exhibit "B" attached hereto, to maintain local improvements including a public park and public street landscaping;

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

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

b) A map and assessment diagram of the additional territory, attached hereto as Exhibit “B”;

c) The benefit formula attached hereto as Exhibit "C";

d) A budget, attached hereto as Exhibit "D," containing the matters specified in Section 13.04.130 of the Bakersfield Municipal Code;

e) The amount of assessment to be levied against each parcel, attached hereto as Exhibit "E";

f) Correspondence from the property owner(s) requesting inclusion within the CMD attached hereto as Exhibit “F”;

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

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

1. The foregoing recitals are true and correct and are incorporated herein.

2. The City Council hereby preliminarily adopts and approves the Public Works Director's Report and declares that the territory within the boundaries so specified and described is the area, benefiting from said local improvements; that the expense of maintaining and operating said improvements is hereby made assessable upon said area; and that the exterior boundaries thereof are hereby specified and described to be as shown on that certain map marked Exhibit "B," entitled "Map and Assessment Diagram for Addition of Territory, to the Consolidated Maintenance District, Bakersfield, California," which map indicates by a boundary line the extent of the territory to be added to the Consolidated Maintenance District and shall govern for all details as to the extent of the addition.

3. Each parcel identified in Exhibit "E" is included in the Street Landscape and Park Zones of benefit and is assessed an amount not to exceed the amount established in Resolution No. 019-05 per equivalent dwelling unit per year. In each subsequent year, annual assessments may increase by the cost of living reflected in the Los Angeles-Riverside-Orange County/All Urban Consumers Consumer Price Index.

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

AYES:	COUNCILMEMBER	ARIAS, GONZALES, WEIR, SMITH, FREEMAN, GRAY, PARLIER
NOES:	COUNCILMEMBER	_____
ABSTAIN:	COUNCILMEMBER	_____
ABSENT:	COUNCILMEMBER	_____

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

APPROVED: _____

_____
KAREN GOH
MAYOR of the City of Bakersfield

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA RUDNICK
Deputy City Attorney

Attachments: Exhibit "1" Exhibit "D"
Exhibit "A" Exhibit "E"
Exhibit "B" Exhibit "F"
Exhibit "C"

PUBLIC WORKS DIRECTOR'S REPORT

ADDITION OF TERRITORY, AREA 5-108

Fiscal Year 2020-2021

Addition of territory to the Consolidated Maintenance District, as shown in Exhibit "A" is described as 6915 Colony Street and as shown on Map and Assessment Diagram marked Exhibit "B," attached hereto and incorporated herein by reference as though fully set forth, as an area within the City of Bakersfield.

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

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

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

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

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

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

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

NOW THEREFORE, I, NICK FIDLER, Director of Public Works of the City of Bakersfield, by virtue of the power vested in me and the order of the Council of said City, hereby submit the Fiscal Year 2020-2021 Budget and Assessment Roll as set forth in Exhibit "D" and Exhibit "E," respectively, attached hereto and incorporated herein as though fully set forth, upon all parcels of property within additional territory subject to be assessed to pay the cost of maintenance and operation in said area.

Dated: _____

_____

NICK FIDLER
Public Works Director
City of Bakersfield

LEGAL DESCRIPTION

Area 5-108

An area located in Section 25, Township 30, Range 27 M.D.B. & M., more particularly described as follows:

SPR 20-0191

6915 Colony Street Bakersfield California

Containing: 7.7 Acres, more or less.

EXHIBIT A

MAP AND ASSESSMENT DIAGRAM FOR ADDITION OF TERRITORY (AREA 5-108) TO THE CONSOLIDATED MAINTENANCE DISTRICT

BAKERSFIELD, CALIFORNIA

NOT TO SCALE

EXHIBIT "B"

FILE: MD 5-108 SHEET 1 of 1

CONSOLIDATED MAINTENANCE DISTRICT
CITY OF BAKERSFIELD
BENEFIT FORMULA

Each parcel joining the Consolidated Maintenance District shall be assessed the amount as defined below:

Rate:

Shall equal the dollar amount shown per the tier level of your zone of the Consolidated Maintenance District on Attachment A "Consolidated Maintenance District Cost per Tier" as approved by City Council Resolution 019-05. As per the Resolution, "Said amounts shall be increased annually by the cost of living increase reflected in the Los Angeles–Riverside–Orange County / All Urban Consumers Consumer Price Index." Tier levels for both Parks and Street Landscaping in the 5 zones of the Consolidated Maintenance District are established by the Recreation and Parks Department through separate policy.

Multiplied by (EDU): The number of Equivalent Dwelling Units (EDU's as defined below) for the parcel.

Multiplied by (Tier): The factor for the tier level, which equals the street or tier number. This tier is assigned by the Recreation and Parks Department for the entire area of the Consolidated Maintenance District.

County Fee(Tier): The County of Kern Assessors Office charges a fee for each parcel added to their tax roll.

Total Assessment $= ((Park Rate x Park Tier) x EDU)) + ((Street Rate x Street Tier) x EDU) + (County Fee)

Note: Since Proposition 218 was passed in November 1996, assessment rates for areas formed prior to Proposition 218 have been frozen at their current rate.

Areas formed between November 1996 and January 12, 2005 shall be assessed by the terms stated on their Proposition 218 ballot.

On January 12, 2005 the city passed Resolution 19-05 which allowed for an escalator on the maximum assessment. Any areas formed after Proposition 218 and which have ballots which include this escalator may be increased according to their ballot terms.

A parcel may be added to the City of Bakersfield Consolidated Maintenance District if any of the below conditions occurs:

1. Bakersfield Municipal code 13.04.021:

   "It is the policy of the city to include within a maintenance district all new developments that are subject to the Subdivision Map Act and that benefit from landscaping in the public right-of-way and/or public parks. Nothing shall preclude the city from requesting formation of a maintenance district, or joining a maintenance district, as a condition of a zone change, or general plan amendment, or conditional use permit, or during site plan review where deemed necessary by the city."

2. Bakersfield Municipal Code 13.04.022 (A):

   "No final map or certificate of compliance for a parcel map waiver may be recorded absent establishment of a maintenance district to provide for all future maintenance of any landscaping in the public right-of-way and of any public park required as a condition of approval of the development project for the area covered by the final map or parcel map waiver."

3. City staff determines this is necessary as part of: Site Plan Review Conditions, Zone Change, a General Plan Amendment, or a Conditional Use Permit.

Equivalent Dwelling Units (EDU) shall be assigned using the following policy. EDU's may also be adjusted given special conditions or agreements as necessary to adequately reflect the conditions of the site at the time of formation. Developed Parcels will be assessed by their actual units on their site as per their plans, map, or current use.

Single Family Residential Parcels:	1 EDU per Parcel
Mobile Home Parks:	1 EDU per Space / Lot
Multifamily Residential Parcels:	.71 EDU per Unit
(Commercial / Industrial / Mixed Use):	6 EDU per Acre

Undeveloped ground in its natural state will be assigned EDU's based on their zoning at max theoretical density as used by the City of Bakersfield Planning Dept. Those densities are:

Zone	EDU's per gross acre
R-1	4
R-2	17.42 (max.)
R-3	34.85 (max.)
R-4	72.6 (max.)
E	4.36
R-S	1.82
R-S-1A	1
R-S-2.5A	0.4
R-S-5A	0.2
R-S-10A	0.1

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

EXHIBIT C

MAINTENANCE DISTRICT AREA 5-108

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.

EXHIBIT D

MAINTENANCE DISTRICT AREA 5-108

ASSESSMENT ROLL

FISCAL YEAR 2020-2021

Assessor's Tax No.		Total amount to be collected for FY (2020-2021)
515-010-36-00-1		$0.00
	0	$0.00
	0	$0.00
Total		$0.00

EXHIBIT E

PANAMA MU, LLC
29350 Pacific Coast Highway
Suite 12, Malibu California 90265
(424) 234-5555

December 7, 2020

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

Dear Mr. Schroeter:

RE: Inclusion of Lot 1 of Lot Line Adjustment No. 06-0929
In a Consolidated Maintenance District (CMD)

We, the undersigned, as owner of Lot 1 of Lot Line Adjustment No. 06-0929 (6915 Colony 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 January 20, 2021 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,

PANAMA MU, LLC, a California limited liability company

By: _____
Paul Owhadi, Manager

Exhibit F

ADMINISTRATIVE REPORT

MEETING DATE: 1/20/2021	Consent – Resolutions k.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 11/30/2020

WARD: Ward 2

SUBJECT: Resolution of Intention No. 2074 for the vacation of portions of several streets in the Westpark neighborhood that are now rendered inoperable by the construction of the Centennial Corridor Freeway.

STAFF RECOMMENDATION:

Staff recommends approval of the resolution of intention.

BACKGROUND:

The City of Bakersfield is requesting this resolution of intention for the vacation of portions of several streets in the Westpark neighborhood. These segments of City street have been rendered inoperable by the construction of the Centennial Corridor Freeway.

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 all utilities have been abandoned or relocated as needed for freeway construction. 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 as approved by the Planning Division of the Development Services Department on December 22, 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

February 3, 2021.

ATTACHMENTS:

	Description	Type
🗋	Resolution of Intention	Resolution
🗋	Exhibit A	Exhibit

RESOLUTION OF INTENTION NO. 2074

A RESOLUTION OF THE COUNCIL DECLARING ITS INTENTION TO ORDER THE VACATION OF PORTIONS OF SEVERAL STREETS IN THE WESTPARK NEIGHBORHOOD THAT ARE NOW RENDERED INOPERABLE BY THE CONSTRUCTION OF THE CENTENNIAL CORRIDOR FREEWAY, (WARD 2)

WHEREAS, the City has received a request to vacate portions of several streets in the Westpark neighborhood that are now rendered inoperable by the construction of the Centennial Corridor Freeway (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 December 22, 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 portions of several streets in the Westpark neighborhood that are now rendered inoperable by the construction of the Centennial Corridor Freeway, 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. 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.

5. If gates are to be installed they must follow Bakersfield Municipal Code Section 15.65.190 Appendix D, Section D103.5.

6. 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 The 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.

7. 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.

----------oOo----------

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

AYES:	COUNCILMEMBER:	ARIAS, GONZALES, WEIR, SMITH, FREEMAN, GRAY, PARLIER
NOES:	COUNCILMEMBER:	_____
ABSTAIN:	COUNCILMEMBER:	_____
ABSENT:	COUNCILMEMBER:	_____

_____

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

APPROVED: _____

By _____
KAREN GOH
Mayor

APPROVED AS TO FORM:

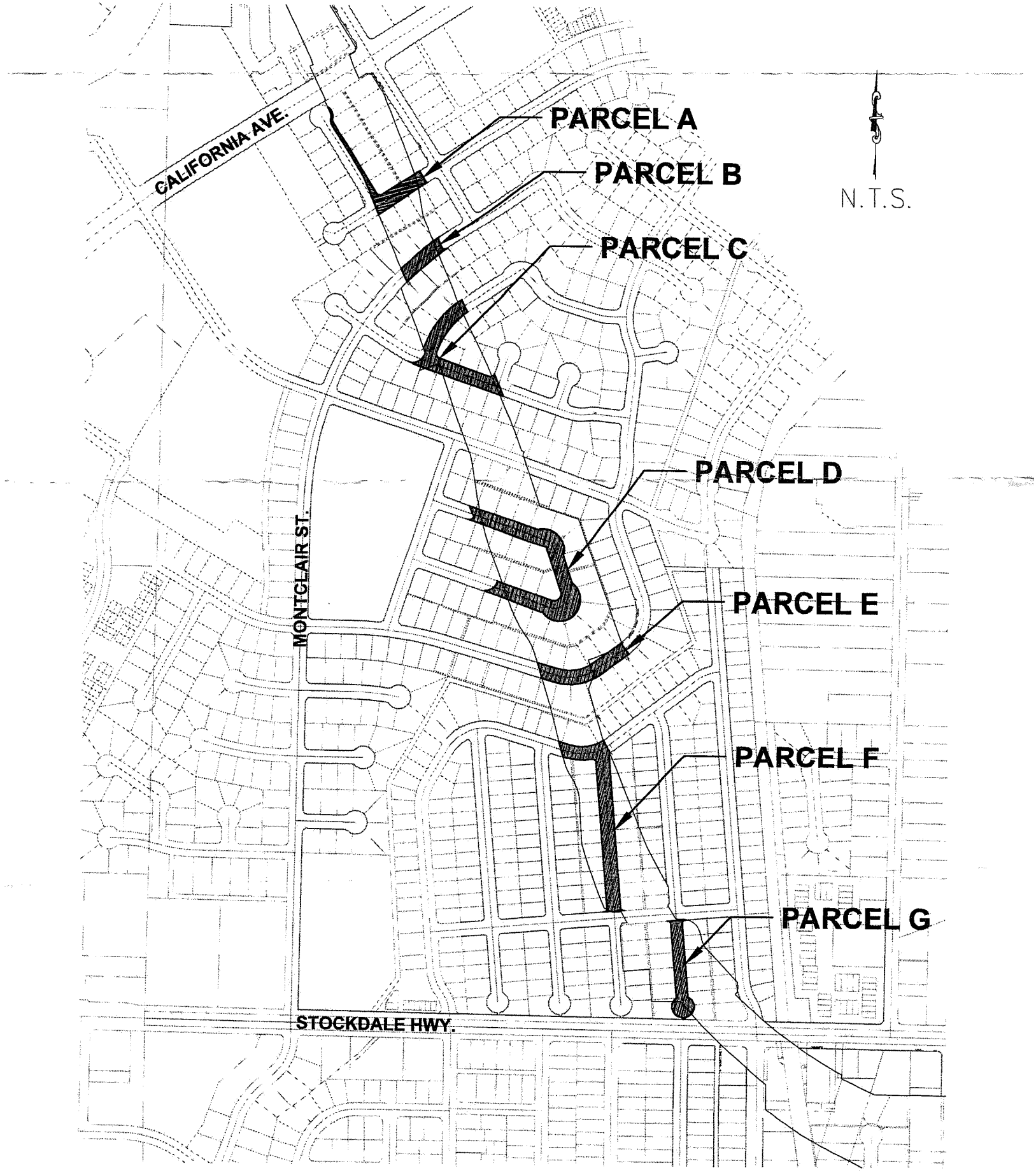
VIRGINIA GENNARO, CITY ATTORNEY

By _____
JOSHUA RUDNICK
Deputy City Attorney

Attachments: Exhibit "A"

EXHIBIT "A"

VICINITY MAP



ADMINISTRATIVE REPORT

MEETING DATE: 1/20/2021	Consent – Agreements I.

TO: Honorable Mayor and City Council

FROM: Jacqui R. Kitchen, Assistant City Manager

DATE: 1/7/2021

WARD:

SUBJECT: Homeless Housing, Assistance, and Prevention Services (HHAP) Grant For the Mission at Kern County: $960,000; Emergency Shelter Bed Expansion Operating; 816 E 21st St, Bakersfield, CA 93305.

STAFF RECOMMENDATION:

Staff recommends approval of the agreement.

BACKGROUND:

Governor Gavin Newsom signed the Homeless Housing, Assistance and Prevention (HHAP) program into law on July 31, 2019. HHAP is a $650 million one-time block grant that provides local jurisdictions with funds to support regional coordination and expand or develop local capacity to address their immediate homelessness challenges. The State allocated funds on a formula basis for Continuums of Care, large cities, and counties determined by size of the jurisdiction and its portion of the state's homeless population. City of Bakersfield received $3,265,736.61 in HHAP funds. Sub awardees will expend funds over a 2-5 year timeframe.

On September 23, 2020 and October 21, 2020, City Council approved plans for the use of HHAP funds, which are outlined in the table below. All but two grants were awarded at these meetings - The Mission Shelter Operations and Bakersfield Homeless Center (BHC) Rapid Rehousing Grant. Staff brought The Mission's project to Council later to coincide with the completion of its shelter expansion project. The operational funds are directly tied to supporting the additional costs associated with adding more shelter beds at the facility. BHC's agreement will be brought at a later date for Council consideration; staff anticipates bringing the grant agreement to Council in March 2022. HHAP rapid rehousing funds are eligible for spending through June 30, 2025 and approving the project later will ensure an extended amount of time this service is available in Bakersfield.

<u>Proposed Use of Funds:</u>

The following the table provides a detailed list of uses to be granted through the City of Bakersfield's portion of the HHAP Grant, as well as their approval/recommendation date.

Proposed Use	**City of Bakersfield's HHAP Grant**	**Awarded Grantee**	**Date of Council Approval**
Administration	$163,286.83	N/A	
Case Management	$427,259.35	Bakersfield Homeless Center	9/23/20
Case Management	$268,254	Kern County Superintendent of Schools	10/21/20
Coordinated Entry System	$42,000.00	Community Action Partnership of Kern	10/21/20
Operating Subsidies & Reserves - Shelters	$960,000	Bakersfield Homeless Center	9/23/20
Operating Subsidies & Reserves - Shelters	$960,000	Mission at Kern County	on current agenda
Rapid Rehousing	$112,838.75	Bakersfield Homeless Center	4/1/22 (projected start date)
Rental Assistance	$70,838.75	Housing Authority of the County of Kern	9/23/20
Youth Rental Assistance	$261,258.93	Housing Authority County of Kern	9/23/20
TOTAL	**$3,265,736.61**		

The agreement brought to Council for consideration today is the Mission at Kern County Shelter Operation Agreement for $960,000. The Mission will be completing the 40-bed expansion project in January 2021, and the operation funds will support the added operational costs in serving 40 additional community members.

The following agreement will be brought forward at a later Council meeting:

1) Rapid Rehousing- Bakersfield Homeless Center

ATTACHMENTS:

Description	Type
HHAP Agreement- The Mission at Kern County	Agreement
Certificate of Insurance	Backup Material

AGREEMENT NO. _____

THE MISSION AT KERN COUNTY
SUBRECIPIENT AGREEMENT FOR HOMELESS HOUSING ASSISTANCE AND PREVENTION GRANT

THIS AGREEMENT is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a California charter city and municipal corporation ("CITY" herein) and **MISSION AT KERN COUNTY**, a California non-profit, public-benefit corporation ("CORPORATION" herein).

RECITALS

WHEREAS, California Governor Gavin Newsom and the members of the California Legislature have recognized the urgent and immediate need for funding at the local level to combat homelessness; and

WHEREAS, the Governor and Legislature have provided funding to local governments under the Homeless Housing Assistance and Prevention program as part of AB 101(Chapter 159); and

WHEREAS, the Bakersfield Kern Regional Homeless Collaborative, of which the City of Bakersfield is a member, has developed a homelessness plan and undertaken multiple efforts at the local level to combat homelessness; and

WHEREAS, City of Bakersfield finds that the health and safety of unsheltered persons in the City is threatened by a lack of shelter; and

WHEREAS, the State of California has granted Homeless Housing and Prevention (HHAP) funds to CITY and CITY desires to grant HHAP funds to CORPORATION to provide shelter and supportive services for an additional 40 beds per year; and

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

WHEREAS, CORPORATION has requested assistance in increasing the level of programs and activities; and

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

WHEREAS, CORPORATION represents that CORPORATION is experienced and well qualified in the field of homeless shelter and services.

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

1. **HHAP FUNDING TERMS**. CORPORATION and its subcontractors must abide by all terms of the HHAP State of California Standard Agreement, which is attached hereto and incorporated by reference herein as **Exhibit "A"**.
2. **SCOPE OF WORK**. The scope of the grant is set forth in **Exhibit "B"** which is attached hereto and incorporated herein by reference as if set forth in full.

3. **COMPENSATION**. It is expressly agreed and understood that the total amount to be paid by CITY under this Agreement shall not exceed NINE HUNDRED SIXTY THOUSAND DOLLARS ($960,000). The Compensation shall be the total compensation under this Agreement including, but not limited to, all out-of-pocket costs and taxes. Such grant shall only be used to pay for operating costs provided as set forth in **Exhibit "B"** and in accordance with this Agreement.

3.1. Disbursement of Funds. CITY shall not be obligated to disburse, or pay to, CORPORATION or any third party, any funds until and after CITY receives HHAP funds from the state government. If CITY does not receive such funds, CITY, at its option, may terminate or suspend this Agreement without any liability to CORPORATION or its subrecipients until CITY receives such funds. CORPORATION shall not be entitled to any damages from CITY if CITY refuses to disburse funds until CITY receives funds, even if CORPORATION or any third party has detrimentally relied upon this Agreement.

3.1.1. CORPORATION shall conform to the "time frame" as set forth in **Exhibit "B,"** attached hereto and incorporated herein by reference. CORPORATION shall pay for any and all costs greater than NINE HUNDRED SIXTY THOUSAND DOLLARS ($960,000).

3.2. Eligible Claims for Payment. CITY agrees to pay eligible claims for payment to CORPORATION within thirty (30) days after CITY receives an eligible claim for payment as set forth herein, and a properly-designated CORPORATION official certifies the claim.

3.3. Method of Payment. CITY agrees to pay "claims for payment" directly to CORPORATION within 30 days after CITY receives a satisfactory "claim for

payment." CORPORATION may request one-time funding advance equal to 1/12 of the project's annual budget. CORPORATION shall properly itemize and document claims for payment to show clearly the items, tasks, or services for which CORPORATION claims reimbursement, as well as describing to which of the Activities the payment is related. CORPORATION shall also describe the basis for computation: cost per hour, cost per weight, cost per task, or other measurement as CITY may specify. CITY may review the claim for completeness and accuracy, and may refuse to pay any claim until explained to CITY's satisfaction.

3.4. **Term.** The term of this Agreement shall begin February 1, 2021, and end January 31, 2024. This term may be extended for up to six months in the event all funds are not expended by January 31, 2024.

4. CORPORATION'S OBLIGATIONS. In addition to the terms stated herein, CORPORATION shall comply with the following Federal and State laws and regulations:

4.1. Laws and Regulations

4.1.1. Federal. CORPORATION shall comply with all provisions of Federal law applicable to this Agreement.

4.1.2. California. CORPORATION shall comply with all provisions of California law applicable to this Agreement.

4.1.3. Independent Contractor. CORPORATION understands and agrees that it is an "independent contractor" with respect to the services to be performed under this Agreement. CORPORATION is not an agent or employee of CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance. This agreement shall not be construed as forming a partnership or any other association with CORPORATION other than that of an independent contractor.

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

4.1.5. **Insurance.** In addition to any other insurance or bond required under this Agreement, CORPORATION shall procure and maintain for the duration of this Agreement the following types and limits of insurance ("basic insurance requirements" herein):

4.1.5.1. **Automobile liability insurance**, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall:

4.1.5.1.1. Provide coverage for owned, non-owned and hired autos.

4.1.5.2. **Broad form commercial general liability insurance**, unless otherwise approved by the CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall:

4.1.5.2.1. Provide contractual liability coverage for the terms of this Agreement.

4.1.5.2.2. Provide products and completed operations coverage.

4.1.5.2.3. Contain an additional insured endorsement in favor of CITY, its mayor, council, officers, agents, employees and volunteers.

4.1.5.2.4. All policies shall be written on a first-dollar coverage basis, or contain a deductible provision. Subject to advance approval by the CITY, 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.

4.1.5.3. **Workers' compensation insurance** with statutory limits and employer's liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall contain a waiver of subrogation in favor of CITY, its mayor, council, officers, agents, employees and designated volunteers.

4.1.5.4. Except for professional liability, all policies required of CORPORATION shall be primary insurance as to CITY, its mayor, council, officers, agents, employees or designated volunteers, and any insurance or self-insurance maintained by CITY shall be excess of CORPORATION's insurance and shall not contribute with it.

4.1.5.5. Except for workers' compensation, insurance is to be placed with insurers with a Bests' rating as approved by CITY's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insurance retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Bests' A-:VII, must be declared prior to execution of this Agreement and approved by CITY in writing.

4.1.5.6. Unless otherwise approved by CITY's Risk Manager, all policies shall contain an endorsement providing CITY with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy. Copies of policies shall be delivered to CITY on demand.

4.1.5.7. The insurance required hereunder shall be maintained at all times during the term of this Agreement or any extension thereof.

4.1.5.8. CORPORATION shall furnish CITY's Risk Manager with a certificate of insurance and required endorsements evidencing the insurance required. The CITY may withdraw its offer of contract or cancel this contract if certificates of insurance and endorsements required have not been provided prior to the execution of this Agreement.

4.1.5.9. Full compensation for all premiums which the CORPORATION is required to pay on all the insurance described herein shall be considered as included in the prices paid for the various items of work to be performed under the Agreement, and no additional allowance will be made therefore or for additional premiums which may be required by extensions of the policies of insurance.

4.1.5.10. It is further understood and agreed by CORPORATION that its liability to CITY shall not in any way be limited to or affected by the amount of insurance obtained and carried by CORPORATION in connection with this Agreement.

4.1.5.11. Unless otherwise approved by CITY, if any part of the work under this Agreement is subcontracted, the "basic insurance requirements" set forth above shall be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for CORPORATION.

5. ADMINISTRATIVE REQUIREMENTS.

5.1. Financial Management.

5.1.1. Accounting Standards. CORPORATION agrees to utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

5.1.2. Documentation and Record Keeping.

5.1.2.1. Records to be Maintained. CORPORATION shall maintain all records required by the State regulations specified in "**Exhibit A**" and "**Exhibit B**" that are pertinent to the activities to be funded under this Agreement. Such records include, but are not limited to:

5.1.2.2. Retention. CORPORATION shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the expiration of this Agreement. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

5.1.2.3. Client Data. CORPORATION shall maintain client data demonstrating client eligibility for services provided. Such information shall include, but not be limited to, client name, address, income level, or other basis for determining eligibility, and description of service provided. Such information shall be submitted to CITY or its designees for review on a quarterly basis using the attached Homeless Housing Assistance and Prevention Report or alternative form approved by CITY (**Exhibit C**).

5.1.2.4. HMIS Reporting Requirements. CORPORATION will collect and evaluate data to be entered into the Homeless Management Information System (HMIS). The data will be entered into a local HMIS using HUD's standards for participation.

5.1.2.5. Property Records. CORPORATION shall accept title to and be responsible for the maintenance and operation of the improvements made under this Agreement. CORPORATION shall maintain real property inventory records which clearly identify properties purchased, improved or sold.

5.1.2.6. Close-Outs. CORPORATION's obligation to CITY shall not end until all close-out requirements are completed. Activities during this close-out

period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to CITY), and determining the custodianship of records.

5.1.2.7. Audits and Inspections. All CORPORATION records with respect to any matters covered by this Agreement shall be made available to CITY, its designee or the State Government, at any time during normal business hours, as often as CITY deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the CORPORATION within 30 days after receipt by it. Failure of CORPORATION to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. CORPORATION hereby agrees to have an annual audit conducted in accordance with current CITY policies concerning subrecipient audits.

5.2. Personnel and Participant Conditions

5.2.1. Nondiscrimination Requirements. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

5.2.2 Conflict of Interest. All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including

business and financial disclosure provisions, will result in any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code, sections 10410 and 10411, for State conflict of interest requirements.

5.2.3 Drug Free Workplace Certification. Certification of Compliance: By signing this Agreement, Contractor, and its subcontractors, hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) See **Exhibit "D"**.

5.2.4 Child Support Compliance Act. For any Contract Agreement in excess of $100,000, the Contractor acknowledges in accordance with Public Contract Code 7110, that:

The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

5.3. <u>Environmental Conditions</u>.

5.3.1. <u>Environmental Considerations</u>. CITY and CORPORATION want to assure that the policies of the California Environmental Quality Act of 1970 (CEQA), as amended, are most effectively implemented, CITY shall comply with the CEQA review procedures (Title 14, Section 15000 et. seq. of the California Administrative Code) in connection with this Project as rapidly as possible. Project delay occasioned by delay in the CEQA review procedures shall extend the estimated work completion period.

6. <u>COMPLIANCE WITH STATE AND FEDERAL LAWS, RULES, GUIDELINES AND REGULATIONS.</u> The CONTRACOR agrees to comply with all State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP program, the CONTRACTOR, its Subcontractors, and all eligible activities.

CONTRACTOR shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. CONTRACTOR shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. CONTRACTOR shall provide copies of permits and approvals to The City upon request.

7. CITY's OBLIGATIONS.

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

8. CITY'S REMEDIES. If CORPORATION fails to materially comply with the terms of this Agreement, CITY, at its option, may suspend or terminate this Agreement and may demand CORPORATION return all funds granted to CORPORATION pursuant to this Agreement. 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 made the remedies incompatible.

8.1. Concurrent Remedy. No right or remedy herein conferred on or reserved to CITY is exclusive of any other right or remedy herein or by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

9. MISCELLANEOUS.

9.1. No Waiver of Default. The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

9.2. 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.

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

9.4. Corporate Authority. Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

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

9.6. Termination of Agreement. CITY reserves the right to terminate this AGREEMENT upon giving CORPORATION notice of intention to terminate at least 30 days prior to the effective date of the termination. CITY shall only convey to CORPORATION funds for work done prior to the effective date of termination. This Agreement may be terminated by any party upon 30 days written notice, served by mail or personal service, to all other parties.

9.7. 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:

If directed to CITY, addressed to:

City Clerk
City of Bakersfield
1600 Truxtun Ave.
Bakersfield, CA 93301

If directed to CORPORATION, addressed to:

Executive Director
The Mission at Kern County
816 E. 21st Street

Bakersfield, CA 93305

9.8. Execution. This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

9.9. 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.

9.10. Negation of Partnership. CITY shall not become or be deemed a partner or joint venturer with CORPORATION or associate in any such relationship with CORPORATION by reason of the provisions of this Agreement. CORPORATION shall not for any purpose be considered an agent, officer or employee of CITY.

9.11. Conflicts of Interest. CORPORATION stipulates that corporately, or individually, the firm, its employees and sub-consultants have no financial interest in either the success or failure of any project which is dependent upon the result of the work prepared pursuant to this Agreement and funds provided for herein (California Government Code Section 1090).

9.12. Tax Numbers.

"CORPORATION's" Federal Tax Identification No. 95-1890705.
"CORPORATION" is a corporation? Yes x No _____.
(Please check one.)

9.13 HMIS Reporting Requirements. CONTRACTOR will collect and evaluate data to be entered into the Homeless Management Information System (HMIS). The data will be entered into a local HMIS using HUD's and local COC's standards for participation.

9.13.1 Reporting Timeframe CORPORATION will submit a report to The City on forms provided by The City, by December 1, 2021, and annually every year thereafter with a final report due December 1,

2025.

(The remainder of this page intentionally left blank)

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

"CITY"

CITY OF BAKERSFIELD

By: _____
KAREN K. GOH
Mayor

"CORPORATION"

THE MISSION at KERN COUNTY

By: DocuSigned by: Carlos Baldovinos ECE2454F673C488
CARLOS BALDOVINOS
Executive Director

APPROVED AS TO FORM:

VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA H. RUDNICK
Deputy City Attorney II

APPROVED AS TO CONTENT:

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

By: DocuSigned by: 4F60D7042C884C0
JACQUELYN R. KITCHEN
Assistant City Manager & ECD Director

COUNTERSIGNED:

By: _____
RANDY MCKEEGAN
Finance Director

EXHIBIT "A"
HHAP STANDARD AGREEMENT

DocuSign Envelope ID: 02837E7C-AE2D-4499-9A72-EB49587F3198

BAKERSFIELD
THE SOUND OF *Something Better*

Amber Ostrander
HHAP Program Manager
Business Consumer Services and Housing Agency
Homeless Coordinating and Financing Council
915 Capitol Mall, Suite 350-A
Sacramento, CA 95814
(916) 651-7995

4/23/2020

Dear Amber,

The City of Bakersfield is pleased to submit our signed agreement with the State of California for the Homeless Housing, Assistance and Prevention Funds (HHAP). Please note that a new *HHAP Authorized Signatories Form* was also submitted. We gained a New City Manager, Christian Clegg, and wanted to make sure that his name was on the form. Please review the submitted documents and let us know if everything is complete. Once we get notice from you that the agreement is complete, we will follow up with a mailed hard copy of the original documents.

If you should have any questions, please call me, Nina Carter, at (661) 326-3765.

Sincerely,

Nina Carter
Community Development Coordinator

Development Services Department – Economic & Community Development
1715 Chester Avenue, Bakersfield, CA 93301
661-326-3765 FAX 661-852-2138

DocuSign Envelope ID: 02837E7C-AE2D-4499-9A72-EB49587F3198

CALIFORNIA HOMELESS COORDINATING AND FINANCING COUNCIL

Business, Consumer Services and Housing Agency
Gavin Newsom, Governor | Lourdes M. Castro Ramírez, Secretary

March 30, 2020

City of Bakersfield
Attn: Virginia Gennaro, Interim City Manager
1600 Truxtun Avenue
Bakersfield, CA 93301

RE: Award Announcement – Homeless Housing, Assistance and Prevention Grant
Agreement #: 20-HHAP-00076
Award Amount: $3,265,736.61

Dear Virginia Gennaro:

The Business, Consumer Services and Housing Agency (BCSH) Homeless Coordinating and Financing Council is pleased to announce that the City of Bakersfield has been awarded a Homeless Housing, Assistance and Prevention (HHAP) grant in the amount of **$3,265,736.61.** This letter constitutes notice of the award of HHAP funds for use in the City of Bakersfield.

The City of Bakersfield will receive its full disbursement of funds after the Standard Agreement is fully executed. You should expect to receive a Standard Agreement within 30 days of this award. Please be advised that this award is subject to the terms and conditions of the Standard Agreement. Failure to sign and return the Standard Agreement within 30 days of receipt from BCSH may result in a delay of disbursement of funds.

Congratulations on your successful application. For further information, please contact Amber Ostrander, HAAP Grant Manager at 916-651-7995 or by email at amber.ostrander@bcsh.ca.gov

Sincerely,

Lourdes M. Castro Ramírez, Secretary
Council Chair

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CALIFORNIA HOMELESS COORDINATING AND FINANCING COUNCIL

Application Number:	BAK-CTY-AH06T21STE

Application number will be sent as part of the confirmation email after submitting the electronic HHAP application

Homeless Housing, Assistance and Prevention Program (HHAP)
Authorized Signatories Form

Date:	4/9/2020

GRANTEE INFORMATION

Entity Name:	City of Bakersfield	Authorized Representative:	Christian Clegg, City Manager

Form Instructions: Eligible applicants who may apply for HHAP program funds are the CoC, as identified by the United States Department of Housing and Urban Development (HUD), large cities (with a population of 300,000 or more), and counties. By signing and submitting this document, the authorized representative is certifying that the approved signatory(ies) below are authorized to sign the standard agreement and related documents on behalf of the specified Administrative Entity. Please attach this completed form with the rest of the required documents of the application. All required documents must be submitted in order for the application to be deemed complete.

In the space provided below, fill in the name, position/title and signature of all of the individuals who are authorized to sign all applicable HHAP documents in lieu of the authorized representative, including (but not limited to):

1) HHAP Standard Agreement
2) STD 204 form (for nongovernmental entities)
3) GovtTIN form (for governmental entities)
4) Redirection of Funds (if applicable)

Number	Name of Approved Signatory	Position / Title	Signature
1	Randy McKeegan	Finance Director	
2	Christopher Boyle	Development Services Director	
3			

Note: This form must be updated by the Administrative Entity whenever the authorized representative or approved signatory changes. The updated information must include the name, position/title and signature of the newly approved signatory. Please forward supporting documentation noticing any official changes to the list of approved signatories to HCFC@BCSH.ca.gov. Supporting documentation must include the name and position/title of the individual authorized to legally bind the governing body to HHAP-related contracts and commitments. The supporting document does not need to be HHAP specific.

CERTIFICATION

I certify that the signature(s) above are of the individuals authorized to sign for all applicable documents for the HHAP grant cited above.

NOTE: Authorized Representative cannot be a person named as an approved signatory above

Christian Clegg	City Manager
Name of Authorized Representative	Title
C J Clegg	4-14-20
Signature of Authorized Representative	Date

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
20-HHAP-00076	

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

CONTRACTING AGENCY NAME
Business, Consumer Services, and Housing Agency

CONTRACTOR NAME
City of Bakersfield

2. The term of this Agreement is:

START DATE
Upon BCSH Approval

THROUGH END DATE
06/30/2025

3. The maximum amount of this Agreement is:
$3,265,736.61

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

	Exhibits	Title	Pages
	Exhibit A	Scope of Work	1-6
	Exhibit B	Budget Detail and Payment Provisions	7-11
	Exhibit C	Homeless Coordinating and Financing Council Terms and Conditions	12-21
+ -	Exhibit D	Special Terms and Conditions	22
+ -	Exhibit E*	General Terms and Conditions	23

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

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

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
1600 Truxtun Avenue	Bakersfield	CA	93301

PRINTED NAME OF PERSON SIGNING	TITLE
Christian Clegg	City Manager

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
C J Clegg	4-22-20

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
20-HHAP-00076	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME Business, Consumer Services, and Housing Agency			
CONTRACTING AGENCY ADDRESS 915 Capitol Mall, Suite 350A	CITY Sacramento	STATE CA	ZIP 95814
PRINTED NAME OF PERSON SIGNING Lourdes Castro Ramírez	TITLE Secretary		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

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Homeless Housing, Assistance and Prevention
Standard Agreement

EXHIBIT A
SCOPE OF WORK

1. **Authority**

The State of California has established the Homeless Housing, Assistance, and Prevention Program ("HHAP" or "Program" or "grant") pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Added by Stats.2019, c. 159 (A.B. 101), § 10, eff. July 31, 2019.)

The Program is administered by the California Homeless Coordinating and Financing Council ("Council") in the Business, Consumer Services and Housing Agency ("Agency"). HHAP provides one-time flexible block grant funds to continuums of care, large cities (population of 300,000+) and counties as defined in the December 6, 2019 HHAP Notice of Funding Availability ("NOFA") to support regional coordination and expand or develop local capacity to address immediate homelessness challenges informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

This Standard Agreement along with all its exhibits ("Agreement") is entered into by the Agency and a continuum of care, a city, or a county ("Grantee") under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of the Agreement, the NOFA under which the Grantee applied, the representations contained in the Grantee's application, and the requirements of the authority cited above.

2. **Purpose**

The general purpose of the Program is to provide one-time block grant funding to support regional coordination, and to expand or develop local capacity to address immediate homelessness challenges. Activities will be informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing. In accordance with the authority cited above, an application was created and submitted by the Grantee for HHAP funds to be allocated for eligible uses as stated in Health and Safety Code section 50219, subdivision (c)(1) – (8).

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Homeless Housing, Assistance and Prevention
Standard Agreement

EXHIBIT A
SCOPE OF WORK

3. Definitions

The following HHAP program terms are defined in accordance with Health and Safety Code section 50216, subdivisions (a) – (q):

(a) "Agency" means the Business, Consumer Services and Housing Agency.

(b) "Applicant" means a continuum of care, city, or county.

(c) "City" means a city or city and county that is legally incorporated to provide local government services to its population. A city can be organized either under the general laws of this state or under a charter adopted by the local voters.

(d) "Continuum of care" means the same as defined by the United States Department of Housing and Urban Development at Section 578.3 of Title 24 of the Code of Federal Regulations.

(e) "Coordinated Entry System" means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.

(f) "Council" means the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.

(g) "Emergency shelter" has the same meaning as defined in subdivision (e) of Section 50801.

(h) "Homeless" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.

(i) "Homeless Management Information System" means the information system designated by a continuum of care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term "Homeless Management Information System" also includes the use of a comparable

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EXHIBIT A
SCOPE OF WORK

database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.

(j) "Homeless point-in-time count" means the 2019 homeless point-in-time count pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations. A jurisdiction may elect to instead use their 2017 point-in-time count if they can demonstrate that a significant methodology change occurred between the 2017 and 2019 point-in-time counts that was based on an attempt to more closely align the count with HUD best practices and undertaken in consultation with HUD representatives. A jurisdiction shall submit documentation of this to the agency by the date by which HUD's certification of the 2019 homeless point-in-time count is finalized. The agency shall review and approve or deny a request described in the previous sentence along with a jurisdiction's application for homeless funding.

(k) "Homeless youth" means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). "Homeless youth" includes unaccompanied youth who are pregnant or parenting.

(l) "Housing First" has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.
(m) "Jurisdiction" means a city, city that is also a county, county, or continuum of care, as defined in this section.

(m) "Jurisdiction" means a city, city that is also a county, county, or continuum of care, as defined in this section.

(n) "Navigation center" means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

(o) "Program" means the Homeless Housing, Assistance, and Prevention program established pursuant to this chapter.

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EXHIBIT A
SCOPE OF WORK

(p) "Program allocation" means the portion of program funds available to expand or develop local capacity to address immediate homelessness challenges, in the amount of six hundred fifty million dollars ($650,000,000).

(q) "Recipient" means a jurisdiction that receives funds from the agency for the purposes of the program.

Additional definitions for the purposes of the HHAP program:

"Obligate" means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP funding. Grantees, and the subrecipients who receive awards from those Grantees, must obligate the funds by the statutory deadlines set forth in this Exhibit A.

"Expended" means all HHAP funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding. In the case of an award made through subcontracting, subcontractors are required to obligate the funds by the same statutory deadlines.

"Grantee" means the continuum of care, city, or county that has entered into contract with the Business, Consumer Services and Housing Agency and is receiving HHAP funding.

4. **Scope of Work**

The Scope of Work ("Work") for this Agreement shall include uses that are consistent with Health and Safety Code section 50219, subdivision (c)(1) – (8), and any other applicable laws. Eligible uses include the following:

A. Rental assistance and rapid rehousing.
B. Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.
C. Incentives to landlords, including, but not limited to, security deposits and holding fees.
D. Outreach and coordination, which may include access to job programs, to assist vulnerable populations in accessing permanent housing and to promote housing stability in supportive housing.

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Homeless Housing, Assistance and Prevention
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EXHIBIT A
SCOPE OF WORK

E. Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.
F. Delivery of permanent housing and innovative housing solutions such as hotel and motel conversions.
G. Prevention and shelter diversion to permanent housing.
H. New navigation centers and emergency shelters based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following:
   i. The number of available shelter beds in the city, county, or region served by a continuum of care.
   ii. Shelter vacancy rate in the summer and winter months.
   iii. Percentage of exits from emergency shelters to permanent housing solutions.
   iv. A plan to connect residents to permanent housing.

5. **Agency Contract Coordinator**

The Agency's Contract Coordinator for this Agreement is the Council's HHAP Grant Manager or the Grant Manager's designee. Unless otherwise instructed, any notice, report, or other communication requiring an original Grantee signature for this Agreement shall be mailed to the Agency Contract Coordinator. If there are opportunities to send information electronically, Grantee will be notified via email by the HHAP Grant Manager or the Grant Manager's designee.

The Representatives during the term of this Agreement will be:

	PROGRAM	GRANTEE
ENTITY:	Business Consumer Services and Housing Agency	City of Bakersfield
SECTION/UNIT:	Homeless Coordinating and Financing Council (HCFC)	
ADDRESS:	915 Capitol Mall Suite 350-A Sacramento, CA 95814	1600 Truxtun Avenue Bakersfield, CA 93301
CONTRACT MANAGER	Amber Ostrander	Adelina Carter 20-HHAP-00076
PHONE NUMBER:	916-651-7995	661-852-7534
EMAIL ADDRESS:	Amber.Ostrander@bcsh.ca.gov	acarter@bakersfieldcity.us

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EXHIBIT A
SCOPE OF WORK

All requests to update the Grantee information listed within this Agreement shall be emailed to the Homeless Coordinating and Financing Council's general email box at hcfc@bcsh.ca.gov. The Council reserves the right to change their representative and/or contact information at any time with notice to the Grantee.

6. **Effective Date, Term of Agreement, and Deadlines**

A. This Agreement is effective upon approval by the Agency (indicated by the signature provided by Agency in the lower left section of page one, Standard Agreement, STD. 213), when signed by all parties.

B. Contractual Obligation:
- Grantees that are counties must contractually obligate **100 percent** of their full program allocations on or before **May 31, 2023.**
- Grantees that are cities or continuums of care must contractually obligate no less than **50 percent** of program allocations on or before **May 31, 2023**.

Cities or continuums of care that contractually obligate less than 50 percent or program allocations after May 31, 2023 are subject to an alternative disbursement plan as required under (Health & Safety Code, § 50220, subdivision (a)(4)(B).

C. Full Expenditure of HHAP Grant Funds
- All HHAP grant funds (**100 percent**) must be expended by **June 30, 2025**. Any funds not expended by that date shall revert to the General Fund. (Health & Safety Code, § 50220, subdivision (e).)

7. **Special Conditions**

Agency reserves the right to add any special conditions to this Agreement it deems necessary to ensure that the goals of the Program are achieved.

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Homeless Housing, Assistance and Prevention
Standard Agreement

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Budget Detail & Changes**

The Grantee agrees that HHAP funds shall be expended on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

The Grantee shall expend HHAP funds on eligible activities as detailed in the annual budget submitted with the Grantee's approved application. The Grantee shall submit an updated budget with the annual report that revises and reports all actual and projected expenditures of HHAP funds.

Changes may be made to the timing (e.g., fiscal year) of eligible use expenditures without prior approval by the Agency so long as the total expenditures (actual and projected) for each eligible use category remain the same as described in the budget approved with the Grantee's application. Any decrease or increase to the total expenditures for any eligible use category must otherwise be approved by the Council's HHAP Grant Manager or his/her designee, in writing, before the Grantee may expend HHAP funds according to an alternative budget. The HHAP Grant Manager will respond to Grantee with approval or denial of request. Failure to obtain written approval from the Grant Manager or his/her designee as required by this section may be considered a breach of this Agreement.

2. **General Conditions Prior to Disbursement**

All Grantees must submit the following forms prior to HHAP funds being released:

A. Request for Funds Form (RFF)

B. STD 213 Standard Agreement - 2 original copies of the signed STD 213 form and initialed Exhibits A through E.

C. Data Use Agreement **(continuums of care and counties that accepted redirected funding from a continuum of care- see Exhibit D for relevant Special Terms and Conditions)**

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Homeless Housing, Assistance and Prevention
Standard Agreement

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

3. **Disbursement of Funds**

HHAP funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Agency, the Department of General Services (DGS) and the State Controller's Office (SCO). Once Agency receives, reviews, and signs off on the completed documents, the documents will be sent to DGS for review. Once DGS review is completed, documents will be forwarded to SCO for final review and fund disbursement. The RFF must include the proposed eligible uses and the amount of funds proposed for expenditure under each eligible use. HHAP funds will be disbursed in a single allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

4. **Expenditure of Funds**

Specific requirements and deadlines for contractually obligating and expending awarded funds are set forth in the Homeless Housing, Assistance, and Prevention Program statutes. Health and Safety Code sections 50218, 50219, and 50220 mandate the following:

A. Up to 5 percent of the HHAP allocation may be expended for the following uses that are intended to meet federal requirements for housing funding:
   (1) Strategic homelessness plan, as defined in section 578.7(c) of Title 24 of the Code of Federal Regulations; and/or
   (2) Infrastructure development to support coordinated entry systems and Homeless Management Information Systems.

B. No more than 7 percent of the HHAP allocation may be used for administrative costs incurred by the Grantee.

C. At least 8 percent of the HHAP allocation shall be used to establish or expand services for homeless youth populations.

D. Grantees that are cities or continuums of care shall contractually obligate no less than 50 percent of HHAP funds by May 31, 2023. If less than 50 percent is obligated after May 31, 2023, continuums of care and cities shall not expend any remaining portion of the 50 percent of program allocations required to have been obligated unless and until both of the following occur:

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EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

(1) On or before June 30, 2023, the Grantee submits an alternative disbursement plan to Agency that includes an explanation for the delay and a plan to fully expend these funds by December 31, 2023.

(2) Agency approves the alternative disbursement plan.
If the funds identified in the approved alternative disbursement plan are not fully expended by December 31, 2023, the funds shall be returned to Agency.

E. Grantees that are counties shall contractually obligate the full allocation (100 percent) awarded to them by May 31, 2023. Any funds that are not contractually obligated by this date shall be reverted to the continuum of care that serves the county. Specific to Los Angeles County, funds that are not contractually obligated by this date shall be divided proportionately using the HHAP funding allocation formula among the four CoC's that serve Los Angeles County: City of Glendale CoC, City of Pasadena CoC, the City of Long Beach CoC, and the Los Angeles Homeless Services Authority.

Counties not obligating their full program allocation by May 31, 2023 are required to notify Agency on or before that date, of the name of the CoC(s) in which the county is served, and the amount of program funds that will be reverted to the CoC(s). By June 30, 2023, the county shall provide Agency with evidence that the funds were transferred and submit an updated budget that clearly identifies the funds that were transferred.

F. All HHAP funds shall be expended by June 30, 2025.

G. Any funds not expended by June 30, 2025 shall revert to the General Fund.

5. **Reimbursement**

HHAP program funds should not generally be obligated or expended prior to the effective date of this Agreement. However, Agency acknowledges that there may be circumstances that would require reimbursement in order to prevent or address homelessness in a given jurisdiction. When considering a reimbursement, the following requirements are applicable:

A. Reimbursement is not permitted for activities occurring prior to July 1, 2019.

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EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

B. Reimbursement shall not supplant existing local funds for homeless housing, assistance, or prevention.

C. Approval from HCFC must be obtained prior to obtaining reimbursement.

D. Capital improvement projects pertaining to emergency shelters and navigation centers are still required to demonstrate need. Eligible applicants are required to submit the following information for HCFC to review and approve or deny such projects:
(1) The number of available shelter beds in the jurisdiction;
(2) The shelter vacancy rate in the summer and winter months;
(3) The percentage of exits from emergency shelters to permanent housing solutions; and
(4) A plan to connect residents to permanent housing.

6. **Ineligible Costs**

HHAP funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code sections 50218 and 50219.

Agency reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use HHAP funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to Agency.

An expenditure which is not authorized by this Agreement, or by written approval of the Grant Manager or his/her designee, or which cannot be adequately documented, shall be disallowed and must be reimbursed to Agency by the Grantee.

Agency, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP fund expenditures.

Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention.

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7. **Administrative Costs**

The Grantee must comply with Health and Safety Code section 50219, subdivision (e), which limits the Grantee's administrative costs to no more than 7 percent of total HHAP funds received. For purposes of this requirement, "administrative costs" does not include staff or other costs directly related to implementing activities funded by the Program allocation.

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Homeless Housing, Assistance and Prevention
Standard Agreement

EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND CONDITIONS

1. **Termination and Sufficiency of Funds**

A. Termination of Agreement
Agency may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in paragraph 6 of this Exhibit C; violation of any federal or state laws; or withdrawal of Agency's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Agency, any unexpended funds received by the Grantee shall be returned to Agency within 30 days of Agency's notice of termination.

B. Sufficiency of Funds
This Agreement is valid and enforceable only if sufficient funds are made available to Agency by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

2. **Transfers**

Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except with the prior written approval of Agency and a formal amendment to this Agreement to affect such subcontract or novation.

3. **Grantee's Application for Funds**

Grantee has submitted to Agency an application for HHAP funds to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges. Agency is entering into this Agreement on the basis of, and in substantial reliance upon, Grantee's facts, information, assertions and representations contained in that application, and in any subsequent modifications or additions thereto approved by Agency. The application and any approved modifications and additions thereto are hereby incorporated into this Agreement.

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Standard Agreement

EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND CONDITIONS

Grantee warrants that all information, facts, assertions and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of Grantee's knowledge. In the event that any part of the application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect Agency approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then Agency may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

4. Reporting/Audits

A. Annual Report Deadlines
By January 1, 2021, and annually on that date thereafter until all funds have been expended, the Grantee shall submit an annual report to Agency in a format provided by Agency. If the Grantee fails to provide such documentation, Agency may recapture any portion of the amount authorized by this Agreement with a 14-day written notification. No later than January 1, 2026, the Grantee shall submit a final report, in a format provided by Agency, as well as a detailed explanation of all uses of the Program funds.

B. Reporting Requirements
The annual report shall contain detailed information in accordance with Health and Safety Code section 50221, subdivision (a).This information includes the following, as well as any additional information deemed appropriate or necessary by Agency:

1. An ongoing tracking of the specific uses and expenditures of any Program funds broken out by eligible uses listed, including the current status of those funds.

2. The number of homeless individuals served by the Program funds in that year, and a total number served in all years of the Program, as well as the homeless populations served.

3. The types of housing assistance provided, broken out by the number of individuals.

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EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND CONDITIONS

4. Outcome data for an individual served through Program funds, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.

In addition to the annual reports, Agency requires the Grantee to submit quarterly expenditure reports due no later than 30 days following the end of each fiscal quarter. Grantee shall submit a report to the agency on a form and method provide by the agency, that includes the ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds, as well as any additional information the agency deems appropriate or necessary.

Agency may require additional supplemental reporting with written notice to the Grantee.

C. Auditing
Agency reserves the right to perform or cause to be performed a financial audit. At Agency request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. HHAP administrative funds may be used to fund this expense.

1. If a financial audit is required by Agency, the audit shall be performed by an independent certified public accountant.
2. The Grantee shall notify Agency of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Agency to the independent auditor's working papers.
3. The Grantee is responsible for the completion of audits and all costs of preparing audits.
4. If there are audit findings, the Grantee must submit a detailed response acceptable to Agency for each audit finding within 90 days from the date of the audit finding report.

5. <u>Inspection and Retention of Records</u>

A. Record Inspection
The Grantee agrees that Agency or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide Agency, or its designee, with any

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relevant information requested. The Grantee agrees to give Agency or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Homeless Housing, Assistance, and Prevention Program laws, the HHAP program guidance document published on the website, and this Agreement.

B. Record Retention
The Grantee further agrees to retain all records described in subparagraph A for a minimum period of five (5) years after the termination of this Agreement.

If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

6. Breach and Remedies

A. Breach of Agreement
Breach of this Agreement includes, but is not limited to, the following events:

1. Grantee's failure to comply with the terms or conditions of this Agreement.
2. Use of, or permitting the use of, HHAP funds provided under this Agreement for any ineligible activities.
3. Any failure to comply with the deadlines set forth in this Agreement.

B. Remedies for Breach of Agreement
In addition to any other remedies that may be available to Agency in law or equity for breach of this Agreement, Agency may:

1. Bar the Grantee from applying for future HHAP funds;
2. Revoke any other existing HHAP award(s) to the Grantee;
3. Require the return of any unexpended HHAP funds disbursed under this Agreement;
4. Require repayment of HHAP funds disbursed and expended under this Agreement;

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5. Require the immediate return to Agency of all funds derived from the use of HHAP funds including, but not limited to, recaptured funds and returned funds; and
6. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with HHAP requirements.

C. All remedies available to Agency are cumulative and not exclusive.

D. Agency may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

7. **Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of Agency to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of Agency to enforce these provisions.

8. **Nondiscrimination**

During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Grantees and subGrantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations

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under this clause to labor organizations with which they have a collective bargaining or other agreement.

9. **Conflict of Interest**

All Grantees are subject to state and federal conflict of interest laws. For instance, Health and Safety Code section 50219, subdivision (h) states, "For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.

B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
C.

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C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the a Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).

D. Representatives of a County: A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial

E. interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

10. **Drug-Free Workplace Certification**

Certification of Compliance: By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

A. Publish a statement notifying employees and subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, Grantees, or subrecipients for violations, as required by Government Code section 8355, subdivision (a)(1).

B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:

1. The dangers of drug abuse in the workplace;
2. Grantee's policy of maintaining a drug-free workplace;
3. Any available counseling, rehabilitation, and employee assistance program; and
4. Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.

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EXHIBIT C
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C. Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:

1. Will receive a copy of Grantee's drug-free policy statement, and
2. Will agree to abide by terms of Grantee's condition of employment or subcontract.

11. Child Support Compliance Act

For any Contract Agreement in excess of $100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

12. Special Conditions – Grantees/SubGrantee

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of Agency prior to disbursement of funds. The Grantee shall ensure that all SubGrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HHAP funds. Failure to comply with these conditions may result in termination of this Agreement.

A. The Agreement between the Grantee and any SubGrantee shall require the Grantee and its SubGrantees, if any, to:

1. Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.

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EXHIBIT C
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2. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
3. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any SubGrantee in performing the Work or any part of it.
4. Agree to include all the terms of this Agreement in each subcontract.

13. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP program, the Grantee, its subrecipients, and all eligible activities.

Grantee shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to Agency upon request.

14. Inspections

A. Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

B. Agency reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

C. Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

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EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND CONDITIONS

15. Litigation

A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Agency, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

B. The Grantee shall notify Agency immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Agency, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Agency.

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Homeless Housing, Assistance and Prevention
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EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. All proceeds from any interest-bearing account established by the Grantee for the deposit of HHAP funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of HHAP funds, must be used for HHAP-eligible activities.

2. Any housing-related activities funded with HHAP funds, including but not limited to emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, pursuant to Welfare and Institutions Code section 8255, subdivision (b).

3. Grantee agrees to utilize its local Homeless Management Information System (HMIS) to track HHAP-funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP funding (e.g., by creating appropriate HHAP-specific funding sources and project codes in HMIS).

4. Grantee agrees to participate in the statewide data system or warehouse created by Agency to collect local data from California continuums of care through the HMIS, and sign any required data use agreements allowing Agency to access Grantee's HMIS data for that purpose.

5. If Grantee is a continuum of care or a county that accepted redirected funding from a continuum of care, it shall review and execute a data use agreement no later than July 31, 2020, in order to ensure compliance with Health and Safety Code section 50219, subdivision (a)(7) and (10). Grantee's failure to timely execute a data use agreement will constitute a breach of this Agreement. In this event, BCSH, in its sole and absolute discretion, may exercise any and all remedies permitted by this Agreement or by applicable law.

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Homeless Housing, Assistance and Prevention
Standard Agreement

EXHIBIT E
GENERAL TERMS AND CONDITIONS

This exhibit is incorporated by reference and made part of this agreement. This document can be viewed at the following link:

https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language

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BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY
HOMELESS COORDINATING AND FINANCING COUNCIL (REV 9/18)
915 Capitol Mall, Suite 350-A
Sacramento, CA 95814
Phone: (916) 653-4090
Fax: (916) 653-3815

HOMELESS HOUSING, ASSISTANCE AND PREVENTION FUNDING

REQUEST FOR FUNDS FORM

Contract Number	20-HHAP-00076
Invoice Number	20-HHAP-00076
Grantee Name:	City of Bakersfield
Address:	1715 Chester Avenue, 2nd Floor
City:	Bakersfield
State & Zip:	CA, 93301
Expiration Date:	6/30/2025
Contact Person:	Adelina Carter
Contact Person Title:	
E-mail:	acarter@bakersfieldcity.us
Phone No.:	661-852-7534

HOMELESS HOUSING, ASSISTANCE AND PREVENTION FUNDING BREAKDOWN

AWARD	
Eligible Use Category per § HSC 50219(c)	**Draw Amount**
Rental Assistance and Rapid Rehousing	$444,936.43
Operating Subsidies and Reserves	$1,920,000.00
Landlord Incentives	
Outreach and Coordination (including employment)	$695,513.35
Systems Support to Create Regional Partnerships	
Delivery of Permanent Housing	
Prevention and Shelter Diversion to Permanent Housing	
New Navigation Centers and Emergency Shelters	
Strategic Homelessness Planning, Infrastructure Development, CES, and HMIS (up to 5%)	$42,000.00
Administrative (up to 7%)	$163,286.83
TOTAL:	**$3,265,736.61**

CERTIFICATION

By signing this form, I certify to the best of my knowledge and belief that the form is true, complete, and accurate, and the activities and budget are for the purposes and objectives set forth in the terms and conditions of the Standard Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

Christian Clegg	City Manager
Name of Authorized Person	
CJ Clegg	4-28-20
Signature of Authorized Person	**Date:**

BCSH USE ONLY

Grant Management Representative Signature	**Date:**
Amber Ostrander	
Grant Management Manager Signature	**Date:**

EXHIBIT "B"

HOMELESS HOUSING ASSISTANCE AND PREVENTION GRANT PROGRAM
THE MISSION AT KERN COUNTY

Purpose of Project

The Mission at Kern County (The Mission) will provide Homeless Housing Assistance and Prevention Grant eligible services (Maintenance and Operating Activities) to provide safe, sanitary shelter, supportive services, and other assistance.

Description

The Mission will use HHAP grant funding for the eligible activity:

1. Operating subsidies for emergency shelter expansion.

   Operation and Maintenance

   The Mission will meet costs of operation and maintenance, including but not limited to such items as payment of water, sanitation collection, electricity, telephone, and janitorial and maintenance costs, postage, office supplies, insurance costs, printing costs, occupancy products, security, repair costs, and building and grounds supplies and costs of staffing, including but not limited to such persons as Residential Aides.

   The total amount of HHAP funds expended to meet these operation and maintenance costs shall not exceed NINE HUNDRED SIXTY THOUSAND DOLLARS ($960,000). Operating costs are solely for use in operating costs closely associated with The Mission's 40-bed expansion funded with HEAP grant funds.

Limitations

CORPORATION shall not use HHAP program funding to supplant existing funds for homeless housing, assistance, or prevention.

Time frame

All funds granted to The Mission shall be completely expended within the term of the Agreement.

Data Submission Requirements and Timeline:

CORPORATION shall submit a report to The City on forms provided by The City, by December 1, 2021, and annually every year thereafter with a final report due December 1, 2025. If the Contractor fails to provide such documentation, The City may disencumber any portion of the amount authorized by this Agreement with a 14-day written notification.

Corporation will report on the following, as well as any additional information the City deems appropriate or necessary:

(1) An ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible use stated in agreement, including the current status of those funds.
(2) The number of homeless individuals served by the program funds in that year, and a total number served in all years of the program, as well as the homeless population served.
(3) The type of housing assistance provided, broken out by the number of individuals.
(4) Outcome data for individuals served through program funds, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.

The Contractor further agrees to retain all records for a minimum period of five (5) years after the termination of this Agreement.

Other Requirements

HMIS
CORPORATION will collect and evaluate data to be entered into the Homeless Management Information System (HMIS). The data will be entered into a local HMIS using HUD's standards for participation.

Housing First
Any housing-related activities funded with HHAP funds must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institution Code Section 8255(b).

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Exhibit "C"
Homeless Housing Assistance and Prevention Annual Report

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Homeless Housing Assistance and Prevention (HHAP)
Annual Report Instructions and Definitions
Emergency Shelter

SECTION 1: EXPENDITURE DETAIL

Section 1 data will not be in HMIS, unless pathways were established to collect this data. This section is to be completed by the Administrative Entity and is based on the amount expended under each allocation category. For the reporting period, provide the expenditure data for all HEAP allocations (Capital Improvements, Services, Rental Assistance or Subsidies, Homeless Youth Set-Aside and Administrative Costs, Other). For expenditures in the Other category, please provide details on the type of project. The expenditures being reported are not for each individual project, but a summary of all projects funded by HEAP.

Capital Improvements

INSTRUCTIONS:

1. **New Projects Funded by HHAP:** Data in this table is only for projects that did not exist prior to being funded by HHAP. This includes new construction, acquisition and rehab, renting or purchasing a property to be used for one of the project categories listed.
2. **Expansion Projects Funded by HHAP:** Data in this table is related to projects funded by HHAP that are currently operating and have used HHAP funds to expand the project and serve more people.

3. **Total Increase in Capacity Funded by HHAP:** Data in this table is to capture projects that does not collect or measure capacity by # of beds, but by the # of nights shelter is available.
4. **Total # of beds:** Report the total # of beds for each project category listed and funded by HHAP.
5. **Original # of beds/nights:** Report the # of beds/nights prior to HHAP funds being used to expand the program.
6. **# of beds/nights added:** Report the # of beds/nights that HHAP funds added to the program.
7. **Total # of beds/nights:** Combine the number of original beds/nights and the number of beds/nights added, resulting in the total number of beds/nights now available.

8. **Total Homeless Youth funds expended:** Report the total amount of Homeless Youth HHAP funds liquidated for each project category listed.
9. **Total Non-Homeless Youth funds expended:** Report the total amount of Non-Homeless Youth (see definition) HHAP funds liquidated for each project category listed.
10. **Total accrued interest funds expended:** Report the total amount of accrued interest from HHAP funds liquidated for each project category listed.

11. **Total funds expended:** A total of Homeless Youth funds, Non-homeless youth funds, and accrued interest funds liquidated for each project category listed.

DEFINITIONS:

Homeless Youth Funds: Defined as funds spent to start or expand services for youth that are homeless or at imminent risk of homelessness.

Non-Homeless Youth Funds: Defined as funds spent on programs not specifically designated to provided services for youth. It could be serving youth, but the program or site is not exclusive to youth.

Short-Term Shelter: Defined as a temporary location such as a church or community center converted to provide nightly shelter during extreme heat, cold, or disaster. These are not year-round shelters.

Emergency Shelter: Defined as housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. And/or as defined by HUD, as any facility, the primary purpose of which is to provide a temporary shelter for the homeless in general or for specific populations of the homeless and which does not require occupants to sign leases or occupancy agreements.

Navigation Center: Means a Housing First, low-barrier, service-enriched shelter that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

Transitional Housing: A project that has as its purpose facilitating the movement of homeless individuals and families to permanent housing within a reasonable amount of time (usually 24 months).

Permanent Supportive Housing: Long-term, community-based housing that has supportive services for homeless persons with disabilities. This type of supportive housing enables special needs populations to live as independently as possible in a permanent setting. The supportive services may be provided by the organization managing the housing or coordinated by the applicant and provided by other public or private service agencies. Permanent housing can be provided in one structure or several structures at one site or in multiple structures at scattered sites. There is no definite length of stay.

Other Types of Permanent Housing: As defined by HUD, "permanent housing" means community-based housing without a designated length of stay and includes both permanent supportive housing and rapid re-housing.

Services

DEFINITIONS:

Street Outreach (in HMIS): Defined only for contacts with those living in a place not meant for habitation. Every contact is expected to be recorded in HMIS. Engagement is defined as the date in which an interactive client relationship results in a deliberate client assessment or beginning of a case plan.

Day shelter (in HMIS): Defined as a project that offers daytime facilities and services (no lodging) for persons who are homeless. Examples would include youth centers, drop-in centers, etc.

Homelessness Prevention (in HMIS): A project that offers services and/or financial assistance necessary to prevent a person from moving into an emergency shelter or place not meant for human habitation. Examples are credit repair, transportation, car repairs, arrearages in rent or utilities, deposits, etc. Could also be referred to as housing stabilization, diversion, etc.

Housing Navigation and Landlord Engagement (not in HMIS): Defined as funds used to establish or expand landlord mitigation programs, staff to conduct outreach to landlords to add units to housing inventory, etc.

Services Only (in HMIS): A project that offers stand-alone supportive services to address the special needs of participants (like child care, employment assistance, transportation services, etc.) and has associated housing outcomes, including ongoing case management. Does not include outreach. Can be affiliated with a residential project. See HMIS Data Standards Manual page 15 for additional details.

Motel Vouchers: Payment is given to the owner of the motel or hotel for temporary shelter.

Rental Assistance: Payment is given to the participant/tenant/landlord to pay the rent. Lease is in tenants name. Case Management services may or may not be utilized by the participant.

Move-in Costs: Funds used to support a tenant with costs associated with furniture, supplies, food, etc. when moving a person or family into a housing unit.

Host Home Program: Defined as a temporary home for youth, in which a member of the community offers temporary housing to a youth.

Other (in HMIS): A project that offers services, but does not provide lodging, and cannot otherwise be categorized as another project type listed above. This includes stand-alone supportive services that has no associated housing outcomes like dental care, etc.

Rental Assistance or Subsidies

DEFINITIONS:

Rental Assistance: Payment is given to the participant/tenant/landlord to pay the rent. Lease is in tenants name. Case Management services may or may not be utilized by the participant. Do not include data already reported in the Services table.

Rapid-rehousing: Targets families and individuals currently residents of shelters or transitional programs. Core components include housing identification, rent and move-in expenses, and case management and services. Housing First intervention, in which participants are not screened out based on income, employment, criminal history, physical or behavioral health history, etc.

Master Leasing: Payment is given to the owner of the property/unit by the sub-grantee and the lease is in the name of the sub-grantee, **not** the tenant. The sub-grantee then has a sub-lease with the tenant. Expenses in this category must match Exhibit D of the Standard Agreement.

Rental Subsidies: Associated with a specific unit or development. Payment is given to the owner of the property/unit to secure a unit(s) as affordable housing. Expenses in this category must match Exhibit D of the Standard Agreement.

Motel Vouchers: Arrangements made by a city, county, CoC, and/or provider with local motels or hotels to temporarily accommodate individuals or families that are not housed.

Other Projects

For any project funded by HEAP and that is not included in the tables, please provide a description of the project and the expenditures.

SECTION 2: OUTCOMES

INSTRUCTIONS:

Outcome data is for project types funded by **HHAP**. For the tables asking for the numbers of participants in each project or project type, one participant may be counted in more than one column. The number in the "Total" column, however, should be of the number of unduplicated individuals as opposed to the sum of the numbers in that row.

Example: A person is chronically homeless and a veteran. Another person is chronically homeless.
Chronically Homeless = 2 Veteran = 1 Total Served = 2

DEFINITIONS:

Number of persons exiting to a safe exit: Defined as not returning to the street and could include exits to treatment, bridge housing, transitional housing.

Instances of Service: Means each encounter with a member of the target population where services are provided for each of the eligible grant activities. For example, one individual checks into a warming center operated by Provider X on Tuesday. The same individual checks into the same warming center for the next night. This counts as two instances of services for this activity.

Average Length of Stay: Include the average number of days that the sub-population stayed in a shelter or other types like, transitional housing, safe parking, etc.

SECTION 3: DEMOGRAPHICS

Fill in the tables for Age, Gender, Race, and Ethnicity with the number of individuals serviced due to HEAP funds. One participant may be counted in any of the racial categories and may also be counted separately in the Hispanic/Latino ethnicity column. As a reminder, projects like mobile hygiene units, mobile healthcare services, and other similar projects that do not complete an intake and assessment as part of the service are not required to submit information in Section 4.

SECTION 4: QUALITATIVE ASSESSMENT

This is a narrative section and questions 1-3 must be answered. Question 4 is optional.

SECTION 4: SUBMISSION CERTIFICATION

The name, title, and signature of the person completing the HEAP annual report is required. By signing this form, the grantee is acknowledging and accepting responsibility that the information provided in this report is true and accurate to the best of my knowledge.

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Section 1: Expenditure Detail

For the reporting period, provide the expenditure data for all HHAP allocations (Capital Improvements, Services, Rental Assistance or Subsidies, Homeless Youth Set-Aside and Administrative Costs, Other).
For expenditures in the Other category, please provide details on the type of project.
*Sections in gray are not applicable to your project type.

Capital Improvements

New Projects Funded by HHAP	Total # of Beds	Total Homeless Youth Funds Expended	Total Non-Homeless Youth Funds Expended	Total Accrued Interest Funds Expended	Total Funds Expended
Short-Term Shelter					$0.00
Emergency Shelter					$0.00
Navigation Center					$0.00
Transitional Housing					$0.00
Permanent Supportive Housing					$0.00
Other Types of Permanent Housing					$0.00
Total	0.00	$0.00	$0.00	$0.00	$0.00

Expansion Projects Funded by HHAP	Original # of Beds	# of Beds Added	Total # of Beds	Total Homeless Youth Funds Expended	Total Non-Homeless Youth Funds Expended	Total Accrued Interest Funds Expended	Total Funds Expended
Short-Term Shelter			0				$0.00
Emergency Shelter			0				$0.00
Navigation Center			0				$0.00
Transitional Housing			0				$0.00
Permanent Supportive Housing			0				$0.00
Other Types of Permanent Housing			0				$0.00
Total	0	0	0	$0.00	$0.00	$0.00	$0.00

Total Increase in Capacity Funded by HHAP	Homeless Youth Funds			Non-Homeless Youth Funds		
	Original # of Nights	# of Nights Added	Total # of Nights	Original # of Nights	# of Nights Added	Total # of Nights
Short-Term Shelter			0			0
Emergency Shelter			0			0
Navigation Center			0			0
Motel Vouchers			0			0
Host Home Program			0			0
Other Projects: Please list and describe			0			0

Total	0	0	0	0	0	0

Other Projects Funded by HHAP	Total Homeless Youth Funds Expended	Total Non-Homeless Youth Funds Expended	Total Accrued Interest Funds Expended	Total Funds Expended
Appliances (washer, dryer, A/C, heater, water heater, etc.)				$0.00
Mobile Hygiene Units (shower, bathrooms, and/or laundry)				$0.00
Mobile Health Care Service Units (physical and/or behavioral)				$0.00
Renovations (new roof, patio covering, painting, etc.)				$0.00
Safe Parking				$0.00
Other Projects: Please list and describe				$0.00
Total	$0.00	$0.00	$0.00	$0.00

Services

Project Type Funded by HHAP	Total Homeless Youth Funds Expended	Total Non-Homeless Youth Funds Expended	Total Accrued Interest Funds Expended	Total Funds Expended
Street Outreach				$0.00
Day Shelter				$0.00
Homelessness Prevention				$0.00
Housing Navigation and Landlord Engagement				$0.00
Services Only				$0.00
Motel Vouchers				$0.00
Rental Assistance (not reported in Rental Assistance/Subsidies)				$0.00
Move-in Costs				$0.00
Host Home Program (not reported in Rental Assistance/Subsidies)				$0.00
Other (see definition)				$0.00
Total	$0.00	$0.00	$0.00	$0.00

Rental Assistance or Subsidies

Project Type Funded by HHAP	Total Homeless Youth Funds Expended	Total Non-Homeless Youth Funds Expended	Total Accrued Interest Funds Expended	Total Funds Expended
Rental Assistance (not reported in Services)				$0.00
Rapid Rehousing				$0.00
Master Leasing				$0.00
Rental Subsidies				$0.00
Host Home Program (not reported in Services)				$0.00
Other: please list and describe. Add a row for each project				$0.00

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Total	$0.00	$0.00	$0.00	$0.00

Other Projects

Other Projects Funded by HHAP	Total Homeless Youth Funds Expended	Total Non-Homeless Youth Funds Expended	Total Accrued Interest Funds Expended	Total Funds Expended
Other Projects. Please list and describe				$0.00
Total	$0.00	$0.00	$0.00	$0.00

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Section 2: Outcomes

Outcome data is for project types funded by HHAP.
*Sections in gray are not applicable to your project type.

Capital Improvement Projects (New and Expanded) Outcomes

	Homeless Youth HEAP Funds		Non-Homeless Youth HEAP Funds	
	Number of Days Service Provided	Number of Instances Of Service	Number of Days Service Provided	Number of Instances of Service
Mobile Hygiene Services				
Mobile Healthcare Services				
Other (please describe)				

SHORT-TERM SHELTER							
Performance Measures by Subpopulation	Chronically Homeless	Veteran	Unaccompanied Homeless Youth (18-24)	Unaccompanied Homeless Youth (Under 18)	Households (Without Children)	Households (With Children and Adults)	Total Served (Unduplicated)
Number of homeless persons served							
Number of persons at imminent risk of homelessness served							
Number of persons served with a prior living situation of "place not meant for habitation"							
Number of instances of services							
Number of persons exiting to a permanent housing destination							
Number of persons exiting to a safe exit, other than permanent housing							
Average length of stay (in days)							n/a

EMERGENCY SHELTER							
Performance Measures by Subpopulation	Chronically Homeless	Veteran	Unaccompanied Homeless Youth (18-24)	Unaccompanied Homeless Youth (Under 18)	Households (Without Children)	Households (With Children and Adults)	Total Served (Unduplicated)
Number of homeless persons served							
Number of persons at imminent risk of homelessness served							
Number of persons served with a prior living situation of "place not meant for habitation"							
Number of instances of services							
Number of persons exiting to a permanent housing destination							

Number of persons exiting to a safe exit, other than permanent housing							
Average length of stay (in days)							n/a

NAVIGATION CENTER							
Performance Measures by Subpopulation	Chronically Homeless	Veteran	Unaccompanied Homeless Youth (18-24)	Unaccompanied Homeless Youth (Under 18)	Households (Without Children)	Households (With Children and Adults)	Total Served (Unduplicated)
Number of homeless persons served							
Number of persons at imminent risk of homelessness served							
Number of persons served with a prior living situation of "place not meant for habitation"							
Number of instances of services							
Number of persons exiting to a permanent housing destination							
Number of persons exiting to a safe exit, other than permanent housing							
Average length of stay (in days)							n/a

TRANSITIONAL HOUSING							
Performance Measures by Subpopulation	Chronically Homeless	Veteran	Unaccompanied Homeless Youth (18-24)	Unaccompanied Homeless Youth (Under 18)	Households (Without Children)	Households (With Children and Adults)	Total Served (Unduplicated)
Number of homeless persons served							
Number of persons at imminent risk of homelessness served							
Number of persons served with a prior living situation of "place not meant for habitation"							
Number of instances of services							
Number of persons exiting to a permanent housing destination							
Number of persons exiting to a safe exit, other than permanent housing							
Average length of stay (in days)							n/a

PERMANENT SUPPORTIVE HOUSING							
Performance Measures by Subpopulation	Chronically Homeless	Veteran	Unaccompanied Homeless Youth (18-24)	Unaccompanied Homeless Youth (Under 18)	Households (Without Children)	Households (With Children and Adults)	Total Served (Unduplicated)
Number of homeless persons served							
Number of persons at imminent risk of homelessness served							
Number of persons served with a prior living situation of "place not meant for habitation"							

Number of instances of services							
Number of persons exiting to a permanent housing destination							
Number of persons exiting to a safe exit, other than permanent housing							
Average length of stay (in days)							n/a

OTHER TYPES OF PERMANENT HOUSING							
Performance Measures by Subpopulation	Chronically Homeless	Veteran	Unaccompanied Homeless Youth (18-24)	Unaccompanied Homeless Youth (Under 18)	Households (Without Children)	Households (With Children and Adults)	Total Served (Unduplicated)
Number of homeless persons served							
Number of persons at imminent risk of homelessness served							
Number of persons served with a prior living situation of "place not meant for habitation"							
Number of instances of services							
Number of persons exiting to a permanent housing destination							
Average length of stay (in days)							n/a

SAFE PARKING							
Performance Measures by Subpopulation	Chronically Homeless	Veteran	Unaccompanied Homeless Youth (18-24)	Unaccompanied Homeless Youth (Under 18)	Households (Without Children)	Households (With Children and Adults)	Total Served (Unduplicated)
Number of homeless persons served							
Number of instances of services							
Number of persons exiting to a permanent housing destination							
Number of persons exiting to a safe exit, other than permanent housing							
Average length of stay (in days)							n/a

SERVICES OUTCOMES

STREET OUTREACH							
Performance Measures by Subpopulation	Chronically Homeless	Veteran	Unaccompanied Homeless Youth (18-24)	Unaccompanied Homeless Youth (Under 18)	Households (Without Children)	Households (With Children and Adults)	Total Served (Unduplicated)
Number of homeless persons served							
Number of persons at imminent risk of homelessness served							
Number of persons served with a prior living situation of "place not meant for habitation"							
Number of instances of services							

Number of persons exiting to a permanent housing destination							
Number of persons exiting to a safe exit, other than permanent housing							

DAY SHELTER							
Performance Measures by Subpopulation	Chronically Homeless	Veteran	Unaccompanied Homeless Youth (18-24)	Unaccompanied Homeless Youth (Under 18)	Households (Without Children)	Households (With Children and Adults)	Total Served (Unduplicated)
Number of homeless persons served							
Number of persons at imminent risk of homelessness served							
Number of persons served with a prior living situation of "place not meant for habitation"							
Number of instances of services							
Number of persons exiting to a permanent housing destination							
Number of persons exiting to a safe exit, other than permanent housing							
Average length of stay (in days)							n/a

HOMELESS PREVENTION							
Performance Measures by Subpopulation	Chronically Homeless	Veteran	Unaccompanied Homeless Youth (18-24)	Unaccompanied Homeless Youth (Under 18)	Households (Without Children)	Households (With Children and Adults)	Total Served (Unduplicated)
Number of homeless persons served							
Number of persons at imminent risk of homelessness served							
Number of persons served with a prior living situation of "place not meant for habitation"							
Number of persons exiting to a permanent housing destination							
Number of persons exiting to a safe exit, other than permanent housing							
Instances of services							

HOST HOMES							
Performance Measures by Subpopulation	Chronically Homeless	Veteran	Unaccompanied Homeless Youth (18-24)	Unaccompanied Homeless Youth (Under 18)	Households (Without Children)	Households (With Children and Adults)	Total Served (Unduplicated)
Number of homeless persons served							
Number of persons at imminent risk of homelessness served							
Number of persons served with a prior living situation of "place not meant for habitation"							
Number of instances of services							

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Number of persons exiting to a permanent housing destination		
Number of persons exiting to a safe exit, other than permanent housing		
Average length of stay (in days)		n/a

HOUSING NAVIGATION-LANDLORD ENGAGEMENT							
Performance Measures by Subpopulation	Chronically Homeless	Veteran	Unaccompanied Homeless Youth (18-24)	Unaccompanied Homeless Youth (Under 18)	Households (Without Children)	Households (With Children and Adults)	Total Served (Unduplicated)
Number of homeless persons served							
Number of persons at imminent risk of homelessness served							
Number of persons served with a prior living situation of "place not meant for habitation"							
Number of persons exiting to a permanent housing destination							
Number of persons exiting to a safe exit, other than permanent housing							
Instances of services							

SERVICES ONLY							
Performance Measures by Subpopulation	Chronically Homeless	Veteran	Unaccompanied Homeless Youth (18-24)	Unaccompanied Homeless Youth (Under 18)	Households (Without Children)	Households (With Children and Adults)	Total Served (Unduplicated)
Number of homeless persons served							
Number of persons at imminent risk of homelessness served							
Number of persons served with a prior living situation of "place not meant for habitation"							
Number of persons exiting to a permanent housing destination							
Number of persons exiting to a safe exit, other than permanent housing							
Instances of services							

OTHER: PLEASE LIST							
Performance Measures by Subpopulation	Chronically Homeless	Veteran	Unaccompanied Homeless Youth (18-24)	Unaccompanied Homeless Youth (Under 18)	Households (Without Children)	Households (With Children and Adults)	Total Served (Unduplicated)
Number of homeless persons served							
Number of persons at imminent risk of homelessness served							
Number of persons served with a prior living situation of "place not meant for habitation"							
Number of persons exiting to a permanent housing destination							

Number of persons exiting to a safe exit, other than permanent housing	
Instances of Services	

RENTAL ASSISTANCE OR SUBSIDIES OUTCOMES

RENTAL ASSISTANCE							
Performance Measures by Subpopulation	Chronically Homeless	Veteran	Unaccompanied Homeless Youth (18-24)	Unaccompanied Homeless Youth (Under 18)	Households (Without Children)	Households (With Children and Adults)	Total Served (Unduplicated)
Number of homeless persons served							
Number of persons at imminent risk of homelessness served							
Number of persons served with a prior living situation of "place not meant for habitation"							
Number of persons exiting to a permanent housing destination							
Number of persons exiting to a safe exit, other than permanent housing							
Instances of Services							
Average length of stay (in days)							n/a

RAPID REHOUSING							
Performance Measures by Subpopulation	Chronically Homeless	Veteran	Unaccompanied Homeless Youth (18-24)	Unaccompanied Homeless Youth (Under 18)	Households (Without Children)	Households (With Children and Adults)	Total Served (Unduplicated)
Number of homeless persons served							
Number of persons at imminent risk of homelessness served							
Number of persons served with a prior living situation of "place not meant for habitation"							
Number of persons exiting to a permanent housing destination							
Number of persons exiting to a safe exit, other than permanent housing							
Instances of Services							
Average length of stay (in days)							n/a

MASTER LEASING							
Performance Measures by Subpopulation	Chronically Homeless	Veteran	Unaccompanied Homeless Youth (18-24)	Unaccompanied Homeless Youth (Under 18)	Households (Without Children)	Households (With Children and Adults)	Total Served (Unduplicated)
Number of homeless persons served							
Number of persons at imminent risk of homelessness served							
Number of persons served with a prior living situation of "place not meant for habitation"							

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Number of persons exiting to a permanent housing destination	
Number of persons exiting to a safe exit, other than permanent housing	
Instances of services	
Average length of stay (in days)	n/a

MOTEL VOUCHERS

Performance Measures by Subpopulation	Chronically Homeless	Veteran	Unaccompanied Homeless Youth (18-24)	Unaccompanied Homeless Youth (Under 18)	Households (Without Children)	Households (With Children and Adults)	Total Served (Unduplicated)
Number of homeless persons served							
Number of persons at imminent risk of homelessness served							
Number of persons served with a prior living situation of "place not meant for habitation"							
Number of persons exiting to a permanent housing destination							
Number of persons exiting to a safe exit, other than permanent housing							
Instances of services							
Average length of stay (in days)							n/a

RENTAL SUBSIDIES

Performance Measures by Subpopulation	Chronically Homeless	Veteran	Unaccompanied Homeless Youth (18-24)	Unaccompanied Homeless Youth (Under 18)	Households (Without Children)	Households (With Children and Adults)	Total Served (Unduplicated)
Number of homeless persons served							
Number of persons at imminent risk of homelessness served							
Number of persons served with a prior living situation of "place not meant for habitation"							
Number of persons exiting to a permanent housing destination							
Number of persons exiting to a safe exit, other than permanent housing							
Instances of services							
Average length of stay (in days)							n/a

HOST HOMES

Performance Measures by Subpopulation	Chronically Homeless	Veteran	Unaccompanied Homeless Youth (18-24)	Unaccompanied Homeless Youth (Under 18)	Households (Without Children)	Households (With Children and Adults)	Total Served (Unduplicated)
Number of homeless persons served							
Number of persons at imminent risk of homelessness served							

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Number of persons served with a prior living situation of "place not meant for habitation"							
Number of Instances of Services							
Number of persons exiting to a permanent housing destination							
Number of persons exiting to a safe exit, other than permanent housing							
Average length of stay (in days)							n/a

OTHER: PLEASE LIST TYPE							
Performance Measures by Subpopulation	Chronically Homeless	Veteran	Unaccompanied Homeless Youth (18-24)	Unaccompanied Homeless Youth (Under 18)	Households (Without Children)	Households (With Children and Adults)	Total Served (Unduplicated)
Number of homeless persons served							
Number of persons at imminent risk of homelessness served							
Number of persons served with a prior living situation of "place not meant for habitation"							
Number of persons exiting to a permanent housing destination							
Number of persons exiting to a safe exit, other than permanent housing							
Instances of Services							
Average length of stay (in days)							n/a

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Section 3: Demographics

Fill in the tables below with the number of individuals served due to HHAP funds by the racial and ethnic categories listed below.
One participant may be counted in any of the racial categories and may also be counted separately in the Hispanic/Latino ethnicity column.
*Sections in gray are not applicable to your project type.

Age

Project Type/Age	12 and under	Ages 13-17	Ages 18-24	Ages 25-34	Ages 35-44	Ages 45-54	Ages 55-61	Ages 62+	Doesn't Know/ Refused to Answer
Night by Night Shelter									
Emergency Shelter									
Navigation Center									
Transitional Housing									
Permanent Supportive Housing									
Other Types of Permanent Housing									
Safe Parking									
Street Outreach									
Day Shelter									
Homelessness Prevention									
Housing Navigation/Landlord Engagement									
Services Only									
Other, please list and describe									
Rental Assistance and Subsidies									

Gender

Project Type/Gender	Male	Female	Trans Female (M to F)	Trans Male (F to M)	Gender Non-Conforming (not exclusively M or F)	Doesn't know/ Refused to Answer
Night by Night Shelter						
Emergency Shelter						
Navigation Center						
Transitional Housing						
Permanent Supportive Housing						
Other Types of Permanent Housing						
Safe Parking						
Street Outreach						
Day Shelter						
Homelessness Prevention						
Housing Navigation/Landlord Engagement						
Services Only						
Other, please list and describe						
Rental Assistance and Subsidies						

Race

Project Type/Race	White	Black or African American	Asian	American Indian or Alaska Native	Native Hawaiian or Other Pacific Islander	Multiple Races	Doesn't Know/ Refused to Answer
Night by Night Shelter							
Emergency Shelter							

Navigation Center							
Transitional Housing							
Permanent Supportive Housing							
Other Types of Permanent Housing							
Safe Parking							
Street Outreach							
Day Shelter							
Homelessness Prevention							
Housing Navigation/Landlord Engagement							
Services Only							
Others: please list and describe							
Rental Assistance and Subsidies							

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Section 4: Qualitative Assessment

1. Describe how HHAP funds have contributed to your Continuum of Care making progress towards local homeless goals (e.g. additional services provided, capacity created, systems building, investments made, lower waitlists, etc.)

2. Describe how HHAP funds have contributed to your Continuum of Care making progress towards local youth homelessness goals (e.g. additional services provided, capacity created, systems building, investments made, lower waitlist, etc.)

3. Describe the alignment between HHAP-funded activities and "Housing First" principles (as defined in Welfare and Institutions Code section 8255).

4. Please provide any additional feedback on the impact of HHAP funds that you would like to share with the Homeless Coordinating and Financing Council. (Optional)

ADDITIONAL COMMENTS:

Submission Certification

I certify that all information included in this report is true and accurate to the best of my knowledge.

Signature: _____ Date: _____

Name &
Title:

EXHIBIT "D"

DRUG FREE WORKPLACE CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that: Corporation, representing the facility known as The Mission at Kern County located at 816 E 21st St, Bakersfield, CA 93305 will continue to provide a drug-free workplace by meeting all standards and requirements of the Code of Federal Regulations, Part 24, Subpart F as follows:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees about:
   (a)The dangers of drug abuse in the workplace:
   (b)The grantee's policy of maintaining a drug-free workplace;
   (c)Any available drug counseling, rehabilitation, and employee assistance programs: and
   (d)The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will –
   (a) Abide by the terms of the statement: and
   (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4 (b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:
   (a)Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended: or
   (b)Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2,3,4,5, and 6.
8. This certification meets the objectives and requirements of the United States Department of Housing and Urban Development (HUD).

DocuSigned by:
Carlos Baldovinos
E6E2454F673B488...

The Mission at Kern County Executive Director

Dated: 1/6/2021

DocuSign SECURED

Certificate Of Completion

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Carlos Baldovinos cbaldovinos@themissionkc.org Executive Director Security Level: Email, Account Authentication (None)	DocuSigned by: Carlos Baldovinos ECE2454F673C488... Signature Adoption: Pre-selected Style Using IP Address: 50.91.132.58	Sent: 1/6/2021 2:57:05 PM Viewed: 1/6/2021 3:20:46 PM Signed: 1/6/2021 3:21:12 PM

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Editor Delivery Events	Status	Timestamp

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Carbon Copy Events	Status	Timestamp
Mike Henderson mhenderson@themissionkc.org Finance Dept. Administrator Security Level: Email, Account Authentication (None)	COPIED	Sent: 1/6/2021 4:09:42 PM Resent: 1/6/2021 4:17:05 PM

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Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/6/2021 2:57:05 PM
Certified Delivered	Security Checked	1/6/2021 4:09:16 PM
Signing Complete	Security Checked	1/6/2021 4:09:39 PM
Completed	Security Checked	1/6/2021 4:17:05 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Bakersfield:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: llegge@bakersfieldcity.us

To advise City of Bakersfield of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at llegge@bakersfieldcity.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request paper copies from City of Bakersfield

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to llegge@bakersfieldcity.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Bakersfield

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to llegge@bakersfieldcity.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Bakersfield as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Bakersfield during the course of your relationship with City of Bakersfield.

BAKERES01C DBEECHER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/9/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 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
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nonprofits' Insurance Alliance of CA, Inc.	NA
INSURER B : National Casualty Company	11991
INSURER C : QBE Insurance Corporation	39217
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Bakersfield Rescue Mission
The Mission at Kern County
PO Box 2222
Bakersfield, CA 93303

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:	X		202004452NPO	6/1/2020	6/1/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			202004452NPO	6/1/2020	6/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			202004452UMB	6/1/2020	6/1/2021	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$ 4,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	WCNCC31067302	2/16/2020	2/16/2021	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Social Services			202004452NPO	6/1/2020	6/1/2021	Each Event	1,000,000
C	Professional Liab			MHH010307-04452	6/1/2020	6/1/2021	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City Bakersfield, its mayor, council, officers, agents, employees and volunteers are listed as an Additional Insureds with respect to General Liability per the attached policy form # NIAC-D61 1117 if required or agreed to in a written contract subject to all provisions and limitations of the policy.
A Waiver of Subrogation in favor of The City Bakersfield, its mayor, council, officers, agents, and employees applies to the Workers' Compensation coverage per policy form # WC 04 03 06 0484 if required or agreed to in a written contract subject to all provisions and limitations of the policy.

CERTIFICATE HOLDER

The City of Bakersfield
Community Development Department
1600 Truxtun Avenue, #300
Bakersfield, CA 93301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NONPROFITS INSURANCE
ALLIANCE OF CALIFORNIA
A Head for Insurance. A Heart for Nonprofits.

POLICY NUMBER: 2020-04452

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT FOR PUBLIC ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

A. Section II – WHO IS AN INSURED is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your negligent acts or omissions; or
b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

B. Section III – LIMITS OF INSURANCE is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

C. With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

(1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in **c.** below; or

(2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE.**

(e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.

(1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.

(2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT–CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
County of Kern and its board members, officials, officers, agents, and employees and the State of California, Planning & Community Development Department	County of Kern and its board members, officials, officers, agents, and employees and the State of California, Planning & Community Development Department 2700 M STREET , SUITE 250 BAKERSFIELD, CA 93301 JOB INFORMATION : START DATE 02/16/2020 END DATE : 02/16/2021 2700 M STREET , SUITE 250 BAKERSFIELD, CA 93301 Waiver is required for grant to BRM for emergency services for the homeless
The City of Bakersfield, its mayor, council, officers, agents, & employees	Office of Risk Management 1600 Truxtun Ave. Bakersfield, CA 93301 Job Information: GRANT REQUIREMENT Start Date:02/16/2020 End Date: 02/16/2021 1600 Truxtun Ave. Bakersfield, CA 93301 Description: City of Bakersfield is requiring a W/C Waiver of Subrogation from BRM. The City distributes the ESG Grant to Bakersfield Rescue Mission on a monthly basis for reimbursement for their Homeless Program.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 02/16/2020 Policy No.: WCNCC 310673 Endorsement No.:
Insured: Premium $ INCL
Bakersfield Rescue Mission DBA Mission at Kern County
Insurance Company: Countersigned by _____
National Casualty Company

©1998 by the Workers' Compensation Insurance Rating Bureau of California. All rights reserved.
From the WCIRB's California Workers' Compensation Insurance Forms Manual ©2001.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization with whom you have a written contract currently in effect or becoming effective during the term of this policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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D. A. With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance of SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

(1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or

(2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph b. below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE.**

(e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.

(1) When this insurance is excess, we will have no duty under Coverages A or B to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.

(2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

NONPROFITS INSURANCE
ALLIANCE OF CALIFORNIA
A Head for Insurance. A Heart for Nonprofits.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED NOTICE OF CANCELLATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

BUSINESS AUTO COVERAGE FORM

Cancellation: 30 Days Notice of Cancellation

Person or Organization
Kern County Department of Human Services Attn: Contract Unit/ Justina Contreras PO Box 511 Bakersfield CA 93302
Rabobank, NA Business Inventory & Equipment Loan# 530239-1 PO Box 1854 El Centro, CA 92234

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, we will mail notice of cancellation to the person or organization shown above. We will mail such notice to the address shown at least the number of days shown for cancellation.

NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA

A Head for Insurance. A Heart for Nonprofits.

POLICY NUMBER: **2019-04452** FORM: NIAC-E61 11 17

NAMED INSURED: Bakersfield Rescue Mission dba: BRM*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT FOR PUBLIC ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. **Section II – Who Is An Insured** is amended to include any public entity as an additional insured for whom you are performing operations, who may be named in the schedule above, when you have agreed in a written contract or written agreement that such public entity be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your negligent acts or omissions; or
2. The negligent acts or omissions of those acting on your behalf; in the performance of your ongoing operations:

   No such public entity is an additional insured for liability arising out of the "products-completed operations hazard" or for liability arising out of the sole negligence of that pubic entity.

B. With respect to the insurance afforded to these additional insured(s), the following additional exclusions apply.

   This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. The following is added to **SECTION III — LIMITS OF INSURANCE:**

   The limits of insurance applicable to the additional insured(s) are those specified in the written contract between you and the additional insured(s), or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

BAKERES01C DBEECHER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/9/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 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
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nonprofits' Insurance Alliance of CA, Inc.	NA
INSURER B : National Casualty Company	11991
INSURER C : QBE Insurance Corporation	39217
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Bakersfield Rescue Mission
The Mission at Kern County
PO Box 2222
Bakersfield, CA 93303

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / X LOC OTHER:	X		202004452NPO	6/1/2020	6/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 20,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			202004452NPO	6/1/2020	6/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $ 10,000			202004452UMB	6/1/2020	6/1/2021	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WCNCC31067302	2/16/2020	2/16/2021	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Social Services			202004452NPO	6/1/2020	6/1/2021	Each Event	1,000,000
C	Professional Liab			MHH010307-04452	6/1/2020	6/1/2021	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City Bakersfield, its mayor, council, officers, agents, employees and volunteers are listed as an Additional Insureds with respect to General Liability per the attached policy form # NIAC-D61 1117 if required or agreed to in a written contract subject to all provisions and limitations of the policy.
A Waiver of Subrogation in favor of The City Bakersfield, its mayor, council, officers, agents, and employees applies to the Workers' Compensation coverage per policy form # WC 04 03 06 0484 if required or agreed to in a written contract subject to all provisions and limitations of the policy.

CERTIFICATE HOLDER

The City of Bakersfield
Community Development Department
1600 Truxtun Avenue, #300
Bakersfield, CA 93301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NONPROFITS INSURANCE
ALLIANCE OF CALIFORNIA
A Head for Insurance. A Heart for Nonprofits.

POLICY NUMBER: 2020-04452

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT FOR PUBLIC ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

A. Section II – WHO IS AN INSURED is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your negligent acts or omissions; or
b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

B. Section III – LIMITS OF INSURANCE is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

C. With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

(1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in **c.** below; or

(2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
   (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
   (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
   (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
   (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE**.
   (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.

(1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.

(2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
   (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
   (b) The total of all deductible and self-insured amounts under all that other insurance.

(3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT–CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
County of Kern and its board members, officials, officers, agents, and employees and the State of California, Planning & Community Development Department	County of Kern and its board members, officials, officers, agents, and employees and the State of California, Planning & Community Development Department 2700 M STREET , SUITE 250 BAKERSFIELD, CA 93301 JOB INFORMATION : START DATE 02/16/2020 END DATE : 02/16/2021 2700 M STREET , SUITE 250 BAKERSFIELD, CA 93301 Waiver is required for grant to BRM for emergency services for the homeless
The City of Bakersfield, its mayor, council, officers, agents, & employees	Office of Risk Management 1600 Truxtun Ave. Bakersfield, CA 93301 Job Information: GRANT REQUIREMENT Start Date:02/16/2020 End Date: 02/16/2021 1600 Truxtun Ave. Bakersfield, CA 93301 Description: City of Bakersfield is requiring a W/C Waiver of Subrogation from BRM. The City distributes the ESG Grant to Bakersfield Rescue Mission on a monthly basis for reimbursement for their Homeless Program.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 02/16/2020 Policy No.: WCNCC 310673 Endorsement No.:
Insured: Premium $ INCL
Bakersfield Rescue Mission DBA Mission at Kern County
Insurance Company: Countersigned by _____
National Casualty Company

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From the WCIRB's California Workers' Compensation Insurance Forms Manual ©2001.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization with whom you have a written contract currently in effect or becoming effective during the term of this policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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D. A. With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance of SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

(1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or

(2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph b. below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE**.

(e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.

(1) When this insurance is excess, we will have no duty under Coverages A or B to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.

(2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

NONPROFITS INSURANCE
ALLIANCE OF CALIFORNIA

A Head for Insurance. A Heart for Nonprofits.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED NOTICE OF CANCELLATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

BUSINESS AUTO COVERAGE FORM

Cancellation: 30 Days Notice of Cancellation

Person or Organization

Kern County Department of Human Services Attn: Contract Unit/ Justina Contreras PO Box 511 Bakersfield CA 93302

Rabobank, NA Business Inventory & Equipment Loan# 530239-1 PO Box 1854 El Centro, CA 92234

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, we will mail notice of cancellation to the person or organization shown above. We will mail such notice to the address shown at least the number of days shown for cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT FOR PUBLIC ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. **Section II – Who Is An Insured** is amended to include any public entity as an additional insured for whom you are performing operations, who may be named in the schedule above, when you have agreed in a written contract or written agreement that such public entity be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your negligent acts or omissions; or
2. The negligent acts or omissions of those acting on your behalf; in the performance of your ongoing operations:

   No such public entity is an additional insured for liability arising out of the "products-completed operations hazard" or for liability arising out of the sole negligence of that pubic entity.

B. With respect to the insurance afforded to these additional insured(s), the following additional exclusions apply.

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. The following is added to **SECTION III — LIMITS OF INSURANCE**:

The limits of insurance applicable to the additional insured(s) are those specified in the written contract between you and the additional insured(s), or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

ADMINISTRATIVE REPORT

MEETING DATE: 1/20/2021	Consent – Agreements m.

TO: Honorable Mayor and City Council

FROM: Jacqui Kitchen, Assistant City Manager & Acting Economic and Community Development Director

DATE: 1/6/2021

WARD:

SUBJECT: Community Development Block Grant-Coronavirus (CDBG-CV) Agreements with Mission Community Services Corporation ($87,347) and Access Plus Capital ($2,160,000) to provide technical and financial assistance to small businesses and microenterprises.

STAFF RECOMMENDATION:

Staff recommends approval of the agreements.

BACKGROUND:

The Coronavirus Aid, Relief, and Economic Security Act (CARES Act) was signed into law on March 27, 2020 to help the nation respond to the coronavirus outbreak. The CARES Act made available additional Community Development Block Grant Coronavirus (CDBG-CV) funds to supplement CDBG funding provided under the Further Consolidated Appropriations Act, 2020 (Public Law 116-94). These special CDBG-CV funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19) under CDBG qualified activities in order to mitigate the impacts of COVID-19.

During the COVID-19 pandemic, many businesses have been impacted and have lost revenue sources, been forced to lay-off employees, or shut their doors due to Federal and State stay home orders and other public safety requirements. As such, sources of income to operate and cover expenses have been limited. On May 20, 2020, City Council approved an amendment to the 19-20 Action Plan to allocate CDBG-CV resources to three projects to address these needs. The projects and subrecipients selected to run the program, are as follows:

- Small Business Technical Assistance: $87,347 to support small business technical assistance activities within the City of Bakersfield. This activity will include the provision of individual consulting with small businesses, technical assistance on an ongoing basis for clients on an as need basis, and courses on business management topics such as financial management, disaster preparedness, and COVID response. Mission Community Services Corporation (MCSC) will administer the program, with at least 50 businesses and microenterprises being supported during the grant term.

- Small Business Assistance Loans Program: $2,090,000 to assist small businesses within the City of Bakersfield. This program will include the provision of loans ranging up to $50,000 to assist qualified businesses in covering their rent, utilities, payroll, services, and supplies. The program will serve approximately 105 businesses and help local businesses create/retain at least 60 jobs during the one-year grant term. Access Plus Capital (APC) will administer the program.

- Micro-Business Start-Up or Business Expansion Grant Program: $70,000 to assist microenterprises within the City of Bakersfield. This program will include the provision of grants ranging from to $3,500 to $5,000 to assist qualified microenterprises in covering costs associated with their expansion and stabilization. The program will serve approximately 14-20 existing microenterprises. APC will administer the program.

CDBG-CV Funds will be awarded to MCSC and APC. Mission Community Services has experience providing business support and training within the City of Bakersfield with a reputation for providing high quality services and the added benefit of an existing relationship with the City. Access Plus Capital's experience with business loans and CDBG programs, internal capacity and previous work with Central Valley cities positions them to succeed in running the loan and grant programs.

ATTACHMENTS:

	Description	Type
	Small Business Technical Assistance Agreement	Agreement
	Microenterprise Grant program agreement	Agreement
	Small Business Assistance Loan Program Agreement	Agreement

AGREEMENT NO. _____

MISSION COMMUNITY SERVICES CORPORATION GRANT AGREEMENT FOR TECHNICAL ASSISTANCE TO SUPPORT SMALL BUSINESSES/MICRO-BUSINESS START UPS

THIS AGREEMENT is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a California charter city and municipal corporation ("CITY" herein) and **MISSION COMMUNITY SERVICES CORPORATION.**, a California non-profit, public-benefit corporation ("CORPORATION" herein).

RECITALS

WHEREAS, international, national, state, and local health and governmental authorities are responding to an outbreak of respiratory disease caused by a novel coronavirus named "SARS-CoV-2," and the disease it causes has been named "coronavirus disease 2019," ("COVID-19" herein); and

WHEREAS, on March 4, 2020, the Governor of the State of California declared a state of emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help state prepare for broader spread of COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States of America declared a national emergency and announced that the federal government would make emergency funding available to assist state and local governments in preventing the spread of and addressing the effects of COVID-19; and

WHEREAS, on March 19, 2020, the Governor of the State of California, Gavin Newsom, issued Executive Order N-33-20, ordering all individuals in the State of California to stay home except as needed to maintain continuity of operations according to federal critical infrastructure sections; and

WHEREAS, on March 19, 2020, City Manager acting as the City's Director of Emergency Services proclaimed the existence of a local emergency as a result of the threat of COVID-19; and

WHEREAS, on March 25, 2020, the City Council ratified the proclamation of the existence of a local emergency in response to the COVID-19 pandemic; and

WHEREAS, the Centers for Disease Control and Prevention, the California Department of Health and the Kern County Health Officer have all issued shelter

in place orders to enforce social distancing, prohibited group events, and taken other precautions to protect public health and prevent transmission of this communicable virus; and

WHEREAS, as a result of the public health emergency and the precautions recommended by health authorities, many small businesses and microenterprises in Bakersfield have been impacted and require technical assistance; and

WHEREAS, on March 27, 2020 the Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed in response to COVID-19; and

WHEREAS, the US Congress has authorized the US Department of Housing and Urban Development (HUD) to provide supplemental Community Development Block Grants (CDBG-CV) to the City of Bakersfield through the CARES Act; and

WHEREAS, CARES Act made available additional Community Development Block Grant Coronavirus (CDBG-CV) funds to supplement the Fiscal Year (FY) 2019-20 CDBG funding provided under the Further Consolidated Appropriations Act, 2020 (Public Law 116-94); and

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

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

WHEREAS, the CITY does not have expertise currently on staff to provide technical assistance services to small businesses and microenterprises; and

WHEREAS, CORPORATION is experienced, well qualified and are specialists in providing technical assistance services to small businesses and microenterprises; and

WHEREAS, CORPORATION has submitted a proposal to provide mentorship and technical assistance to mitigate the impacts of COVID-19 and support persons developing microenterprises; and

WHEREAS, CITY desires to assist CORPORATION by making grant funding available for a portion of the costs associated with certain activities as are

permitted for small businesses and microenterprises financially impacted by COVID-19 in the Bakersfield area; and

WHEREAS, HUD requires CITY to provide an annual report which identifies the level of progress and accomplishments in meeting HUD's goals; and

WHEREAS, CITY requires CORPORATION to participate in reporting information on businesses served to meet HUD's goals.

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

1. NATIONAL OBJECTIVES. CORPORATION certifies that the activities carried out with funds provided under this AGREEMENT will meet the Grant program's National Objective -- principally benefit low/moderate income persons as defined in 24 CFR Part 570.208(a)(2)(i)).

2. DEFINITIONS. Except as modified by the "Grant Agreement," to be entered into by CITY, CORPORATION, and HUD, any term defined in Title I of the Act, HUD Grant Fund Regulations at 24 CFR 570, and any regulations adopted or modifying past requirements of 24 CFR 570 as a result of the funding being administered under the Community Development Block Grant coronavirus (CDBG-CV) funds shall have the same meaning in this Agreement.

2.1. "Act" means the Community Development Block Grant Program, its administration, and any modifications made for the purposes of implementing funding through CDBG-CV allocations.

2.2. "Program" means CITY's Community Development Program, its administration, and any modifications made for funding administer for funding administered through CDBG-CV allocations.

2.3. "Activities" means training courses, mentorship, technical assistance, disaster preparedness, business consulting, and other business support services offered by CORPORATION to support small businesses and microenterprises.

2.4. "Fiscal Year" means a twelve-month period between July 1 and June 30 to coincide with the CITY's budget year.

2.5. A "microenterprise" is a commercial enterprise that has five or fewer employees, one or more of whom owns the enterprise.

2.6. "Persons developing microenterprises" means persons who have expressed interests in and who are, or after an initial screening process are

expected to be, actively working toward developing businesses, each of which is expected to be a microenterprise at the time it is formed.

3. <u>LOAN AND GRANT</u>. It is expressly agreed and understood that the total amount granted by CITY to CORPORATION under this Agreement shall not exceed EIGHTY-SEVEN THOUSAND THREE HUNDRED FORTY-SEVEN AND NO/100 DOLLARS ($87,347.00) to provide technical support for small business and microenterprises. Such grant shall only be used to pay for services provided as set forth in **Exhibit "A."** and in accordance with this Agreement.

3.1. <u>Disbursement of Funds</u>. CITY shall not be obligated to disburse, or pay to, CORPORATION or any third party, any funds until and after CITY receives Grant funds from the federal government. If CITY does not receive such funds, CITY or CORPORATION, at its option, may terminate this Agreement without any liability to the other. CORPORATION shall not be entitled to any damages from CITY and CITY shall not be entitled to any remedy against CORPORATION if either terminates the Agreement, even if CORPORATION, CITY or any third party has detrimentally relied upon this Agreement.

3.1.1. CORPORATION shall conform to the "time frame" as set forth in **Exhibit "A,"** attached hereto and incorporated herein by reference. CORPORATION shall pay for any and all costs greater than EIGHTY-SEVEN THOUSAND THREE HUNDRED FORTY-SEVEN AND NO/100 DOLLARS ($87,347.00).

3.2. <u>Scope of Work</u>. The scope of grant is set forth in **Exhibit "A"** which is attached hereto and incorporated herein by reference as if set forth in full.

3.2.1. That portion of the scope of loan and grant related to the operation of the funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19) for CDBG-eligible activities shall specifically comply with the requirements set forth in 24 CFR 570, 24, Subpart J; CFR 570.60, 24 Subpart K, and 2 CFR Part 200.

3.3. <u>Eligible Claims for Payment</u>. CITY agrees to pay eligible claims for payment to CORPORATION within thirty (30) days after CITY receives an eligible claim for payment as set forth herein, and a properly-designated CORPORATION official certifies the claim. CITY and CORPORATION mutually agree that the first payment request to be processed may include eligible program costs incurred since April 1, 2020.

3.4. <u>Method of Payment.</u> CORPORATION shall request all payments in accordance with 2 CFR 200.305(b)(3). Other allowable payment methods under 2 CFR 200.305(b) are subject to CITY approval before COPORATION may request payment under those circumstance. CORPORATION shall properly itemize and

document claims for payment to show clearly the items, tasks, or services for which CORPORATION claims reimbursement, as well as describing to which of the Activities the payment is related. CORPORATION shall also describe the basis for computation: cost per hour, cost per weight, cost per task, or other measurement as CITY may specify. CITY may review the claim for completeness and accuracy, and may refuse to pay any claim until explained to CITY's satisfaction. CORPORATION shall submit adequate documentation in accordance with 24 CFR 570.502. 2 CFR 200.403(g), and 2 CFR 200.302 to CITY to determine cost eligibility and allowance.

3.4.1. All amounts requested by CORPORATION shall conform to the restrictions of 24 CFR 570.502 and the requirements set forth in **Exhibit "B"** attached hereto and incorporated by reference and entitled Invoicing and Budget Detail.

3.5. **Term.** The term of this Agreement shall begin upon execution of this agreement by all parties and end June 30, 2022. To the extent required by law, the term of this agreement will continue until all monitoring and post-monitoring requirements have been fulfilled and any other program requirements as required under the CDBG program.

4. **CORPORATION'S OBLIGATIONS.** In addition to the terms stated herein, CORPORATION shall comply with the following Federal and State laws and regulations:

4.1. **Laws and Regulations**

4.1.1. **Federal.** CORPORATION shall obey the Act, any amendments, Federal regulations and guidelines now or hereafter enacted pursuant to the Act, terms of the Grant to CITY now or hereafter in effect, and CITY's regulations now or hereafter enacted to facilitate administration of the Grant, or any other statute, regulation, or guideline applicable to the Program. CORPORATION shall become familiar with the appropriate statues, regulations, and guidelines governing the Grant program.

4.1.2. **California.** CORPORATION shall comply with all provisions of California law applicable to this Agreement.

4.1.3. **Independent Contractor.** CORPORATION understands and agrees that it is an "independent contractor" with respect to the services to be performed under this Agreement. CORPORATION is not an agent or employee of CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers'

Compensation Insurance. This shall not be construed as forming a partnership or any other association with CORPORATION other than that of an independent contractor.

4.1.4. **Indemnification.** CORPORATION shall indemnify, defend, and hold harmless CITY, its officers, agents, and employees and HUD against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CORPORATION, CORPORATION's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

4.1.5. **Insurance.** In addition to any other insurance or bond required under this Agreement, CORPORATION shall procure and maintain for the duration of this Agreement the following types and limits of insurance ("basic insurance requirements" herein):

4.1.5.1. **Automobile liability insurance**, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall:

4.1.5.1.1. Provide coverage for owned, non-owned and hired autos.

4.1.5.2. **Broad form commercial general liability insurance**, unless otherwise approved by the CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall:

4.1.5.2.1. Provide contractual liability coverage for the terms of this Agreement.

4.1.5.2.2. Provide products and completed operations coverage.

4.1.5.2.3. Contain an additional insured endorsement in favor of CITY, its mayor, council, officers, agents, employees and volunteers.

4.1.5.2.4. All policies shall be written on a first-dollar coverage basis, or contain a deductible provision. Subject to advance approval by the

CITY, 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.

4.1.5.3. **Workers' compensation insurance** with statutory limits and employer's liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall contain a waiver of subrogation in favor of CITY, its mayor, council, officers, agents, employees and designated volunteers.

4.1.5.3.1. Except for professional liability, all policies required of CORPORATION shall be primary insurance as to CITY, its mayor, council, officers, agents, employees or designated volunteers, and any insurance or self-insurance maintained by CITY shall be excess of CORPORATION's insurance and shall not contribute with it.

4.1.5.3.2. Except for workers' compensation, insurance is to be placed with insurers with a Bests' rating as approved by CITY's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insurance retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Bests' A-:VII, must be declared prior to execution of this Agreement and approved by CITY in writing.

4.1.5.3.3. Unless otherwise approved by CITY's Risk Manager, all policies shall contain an endorsement providing CITY with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy. Copies of policies shall be delivered to CITY on demand.

4.1.5.3.4. The insurance required hereunder shall be maintained at all times during the term of this Agreement or any extension thereof.

4.1.5.3.5. CORPORATION shall furnish CITY's Risk Manager with a certificate of insurance and required endorsements evidencing the insurance required. The CITY may withdraw its offer of contract or cancel this contract if certificates of insurance and endorsements required have not been provided prior to the execution of this Agreement.

4.1.5.3.6. Full compensation for all premiums which the CORPORATION is required to pay on all the insurance described herein shall be considered as included in the prices paid for the various items of work to be performed under the Agreement, and no additional allowance will be made

therefore or for additional premiums which may be required by extensions of the policies of insurance.

4.1.5.3.7. It is further understood and agreed by CORPORATION that its liability to CITY shall not in any way be limited to or affected by the amount of insurance obtained and carried by CORPORATION in connection with this Agreement.

4.1.5.3.8. Unless otherwise approved by CITY, if any part of the work under this Agreement is subcontracted, the "basic insurance requirements" set forth above shall be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for CORPORATION.

5. ADMINISTRATIVE REQUIREMENTS.

5.1. Uniform Requirements.

5.1.1. CORPORATION agrees to comply with all applicable components of 2 CFR 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as enumerated in 24 CFR 570.502.*

5.2. Financial Management.

5.2.1. Accounting Standards. CORPORATION agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

5.2.2. Cost Principles. CORPORATION shall administer its program in conformance with 2 CFR Subpart E, "Cost Principles."

5.2.3. Documentation and Record Keeping.

5.2.3.1. Records to be Maintained. CORPORATION shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records include, but are not limited to:

5.2.3.1.1. Records providing a full description of each activity undertaken, including documentation of businesses and microenterprises assisted, services provided, and eligibility for participation in the program;

5.2.3.1.2. Records demonstrating that each activity undertaken meets one of the National Objectives of the Program;

5.2.3.1.3. Records required to determine the eligibility of activities;

5.2.3.1.4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

5.2.3.1.5. Records documenting compliance with the fair housing and equal opportunity components of the Program;

5.2.3.1.6. Financial records as required by 24 CFR 570.502 and 2 CFR Subpart D, E, and F; and

5.2.3.1.7. Other records necessary to document compliance with Subpart K of 24 CFR 570.

5.2.3.2. **Retention.** CORPORATION shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the expiration of the Future Use Restriction Period under this Agreement. Records for non-expendable property acquired with funds under this contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later

5.2.3.3. **Client Data.** CORPORATION shall maintain client data demonstrating client eligibility for services provided. Such information shall include, but not be limited to, client name, address, income level, or other basis for determining eligibility, and description of service provided. CORPORATION shall also collect and maintain data regarding race, ethnicity, female head of household, and disability status of clients. Such information shall be submitted to CITY or its designees for review on a quarterly basis using the attached Activity Beneficiary Report or alternative form approved by CITY. Clients served by CORPORATION's education courses and programs shall complete an eligibility form as attached hereto as "**Exhibit C**". Clients being served by CORPORATION through its technical assistance program will complete a client eligibility forms and reporting documents attached hereto as "**Exhibit C**". All clients assisted under this agreement shall complete a Duplication of Benefits Certification for CDBG-CV Funds attached hereto at **Exhibit "D"**.

5.2.3.4. System for Award Management (SAM) registration. CORPORATION must have an active registration with System of Award Management (SAM). To register with SAM, go to www.sam.gov to register. You must have a DUNS number prior to registering with SAM. Any contractors/service providers hired for the CDBG-CV programs must also have an active registration with SAM prior to start or expenditure of funds. SUBRECIPIENT agrees to maintain an active registration throughout the term of this agreement.

5.2.3.5. Property Records. CORPORATION shall accept title to and be responsible for the maintenance and operation of the improvements made under this Agreement.

5.2.3.5.1. CORPORATION shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Part 570.503(b)(8) as applicable.

5.2.3.6. Close-Outs. CORPORATION's obligation to CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to CITY), reporting all beneficiary information and project milestones as needed to document a national objective has been met and the obligations of the sub recipient agreement has been completed, and determining the custodianship of records. Further, CORPORATION shall take all steps required in 2 CFR 200.343.

5.2.3.7. Audits and Inspections. All CORPORATION records with respect to any matters covered by this Agreement shall be made available to CITY, its designee or the Federal Government, at any time during normal business hours, as often as CITY deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the CORPORATION within 30 days after receipt by it. Failure of CORPORATION to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. CORPORATION hereby agrees to have an annual audit conducted in accordance with current CITY policies concerning subrecipient audits and, as applicable, 2 CFR 200, Subpart F.

5.3. Reports and Payment Procedures.

5.3.1. Program Income. CORPORATION shall report annually all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. It is understood that

the activities covered under this agreement do not generate program income as defined in 24 CFR 570.500.

5.3.2. **Indirect Costs.** If indirect costs are charged, CORPORATION will develop an indirect cost allocation plan for determining its appropriate share of administrative costs and shall submit such plan to CITY for approval, in a form specified by CITY.

5.3.3. **Progress Reports.** CORPORATION shall submit regular Progress Reports with payment request to CITY. Progress reports shall be in the form and content as required by CITY.

5.4. **Personnel and Participant Conditions**

5.4.1. **Non-discrimination Requirements.** Under any related agreements or contracts, CORPORATION shall provide that no person, on the grounds of race, color, national origin, religion, sex or physical handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with CDBG Program funds. In addition, CDBG Program funds must be made available in accordance with the following:

5.4.1.1. The requirements of the Fair Housing Act and implementing regulations at 24 CFR 100.

5.4.1.2. Executive Order 11063 (Equal Opportunity in Housing).

5.4.1.3. Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and Title VIII of the Civil Rights Act of 1968 (Public Law 90-284 nondiscrimination and fair housing on federally assisted programs).

5.4.2. **Rehabilitation Act of 1973 and Americans with Disabilities Act.** This Agreement is subject to the provisions of Section 503 and 504 of the Rehabilitation Act of 1973 (Public Law 930112), 29 USC 706, and attendant regulations at 24 CFR, Part 8, which provide that no otherwise qualified, disabled individual shall, solely by reason of his disability, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance. This Agreement is also subject to the Americans with Disabilities Act of 1990 (Public Law 101-336), as amended, 42 USC 12101, et. seq.; and, facilities operated by CORPORATION under this Agreement shall comply with Americans with Disabilities Act Accessibility Guidelines (ADAAG) 2010, under which CORPORATION will be monitored annually by CITY or designee to the extent required by law.

5.4.3. Non-discrimination Because of Age. This Agreement is subject to the Age Discrimination Act of 1975, as amended, (Title III of Public Law 94-135) and attendant Code of Federal Regulations at 48 CFR, Part 22, Subpart 22.9. That Act sets forth that, except as otherwise provided, no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

5.4.4. Equal Employment Opportunity (Non-discrimination Clause). CORPORATION shall not discriminate against any employee, or applicant for employment, because of race, color, religion, sex, national origin, age, disability, or sexual orientation. CORPORATION shall take affirmative action to insure that applicants for employment and employees are treated during employment, without regard to race, color, religion, sex, national origin, age, disability, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CORPORATION shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by CITY or HUD setting forth the provisions of this nondiscrimination clause. CORPORATION shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, disability, or sexual orientation.

5.4.5. Women- and Minority-Owned Business Enterprises. CORPORATION agrees to abide by the requirements of Executive Orders 11625, 12432 and 12138, the HUD regulations issued pursuant thereto at 41 CFR Part 24, 41 CFR Subpart 1-1.13, and any applicable rules and orders of HUD. The foregoing require the maximum practicable opportunity to participate, in contracts funded in whole or in part with federal funds, be provided to women- and minority-owned business enterprises, as subcontractors and suppliers to contractors performing work, or rendering services as prime contractors or subcontractors, under federally-funded procurement contracts.

5.4.6. Affirmative Action for the Vietnam-Era Veterans. CORPORATION shall comply with 48 CFR, Chapter 1, Subpart 22.13 and shall take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based on disability or veteran's status in all employment practices such as employment, upgrading, demotion, transfer, recruitment, advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

5.4.7. **Small Business Concerns.** This Agreement is subject to the requirements of the Small Business Act (15 USC 631 et seq.), as amended, applicable HUD regulations at 48 CFR, Part 19, and any applicable rules and orders of HUD requiring aid, counseling, assistance, and protection, insofar as possible, with, for, or of the interests of small-business concerns in order to preserve free competitive enterprise; and placement with small businesses of a fair proportion of the total federally-funded purchases and contracts for property and services.

5.4.7.1. CORPORATION shall implement the specific small-business policies herein below to further the goals of the Small Business Act:

5.4.8. **Equitable Opportunity.** CORPORATION shall give small businesses an equitable opportunity to compete for prime contracts and subcontracts. CORPORATION shall include the applicable "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" clause in all contracts in connection with this Activity in amounts which may exceed $10,000 except:

5.4.8.1. Contracts which are to be performed entirely outside the United States; and

5.4.8.2. Contracts for personal services.

5.4.8.3. Bidder mailing lists shall include established and potential qualified small-business concerns;

5.4.8.4. CORPORATION shall send invitations for bids, or request for proposals, to all firms on the appropriate mailing list which shall include an appropriate number of small businesses;

5.4.8.5. CORPORATION shall publicize proposed procurement and contract awards in accordance with these policies;

5.4.8.6. CORPORATION shall divide procurement of property and services into reasonably small lots (not less than economic production runs) to permit bidding on quantities less than the total requirements;

5.4.8.7. CORPORATION shall allow the maximum amount of time practical for preparation and submission of bid and proposals;

5.4.8.8. CORPORATION shall establish realistic delivery schedules to encourage small business participation;

5.4.8.9. CORPORATION shall furnish applicable specifications, plans, and drawings with invitations for bids and request for proposals or information as to locations where they may be obtained, or examined;

5.4.8.10. CORPORATION shall treat equal low bids in accordance with 48 CFR Subpart 14.408-1;

5.4.8.11. CORPORATION shall encourage subcontracting to enroll small businesses.

5.4.8.12. CORPORATION shall place small purchases (amounts under $25,000) with small businesses whenever appropriate;

5.4.8.13. CORPORATION shall refer small businesses seeking federal contracts, but lacking qualifications as contractors, to CITY and the Small Business Administration for assistance as may be appropriate;

5.4.8.14. CORPORATION shall refer offers from small business concerns otherwise qualified, to perform specific federal contracts but ineligible under Walsh-Healey Public Contract Acts, to City and Small Business Administration for possible certification of eligibility to receive and perform the contract;

5.4.8.15. To the extent practicable, CORPORATION shall place work to be performed, which exceeds the maximum amount of any contract for which a surety may be guaranteed against loss, so that more than one small-business concern may perform the work; and

5.4.8.16. The Small Business Administration may certify a small business, otherwise qualified to receive and perform specific federal contracts but determined to be non-responsible, to be competent under the provisions of the Small Business Act.

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

5.4.9.1. Except with respect to the rehabilitation of residential property designed for residential use for less than eight families, CORPORATION,

and all contractors engaged under contracts in excess of $2,000 for the construction, alteration, and/or repair of any building or work financed in whole or in part with Federal funds provided under this Agreement, shall comply with HUD requirements pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR parts 3, 5, and 5.5a, governing the payment of wages and the ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve CORPORATION of its obligation, if any, to require payment of higher rates. CORPORATION shall cause or require to be inserted in full, in all such contracts subject to such regulations, the clause, or any modification thereof, set out in 29 CFR parts 3, 5, and 5.5a. CORPORATION shall comply with the procedures set out in the HUD handbook 1344.1, "Federal Labor Standards Compliance in Housing and Community Development Programs" (as amended).

5.4.9.2. CORPORATION shall make no awards of contracts under this Agreement to any contractor ineligible under any applicable regulations of the Department of Labor.

5.4.10. Use of Grant Funds for Religious Purpose. CORPORATION shall permit no CDBG funds to be expended for the design, construction, operation, or maintenance of any facility to be used for sectarian instruction or as a place for religious worship, except in situations where such use is incidental and does not favor one religious group over another, as further described at 24 CFR 570.200(j).

5.4.11. Prohibited Interest of Officials and Employees. No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from it. No member, officer or employee of CORPORATION, or its designees or agents, no member of CITY's Council or any other public official who exercises any functions or responsibilities with respect to the CDBG Program during their tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Agreement and the requirements of Executive Order 11246 and the regulations issued under the Order at 41 CFR 60 .

5.4.12. Political Activity. CORPORATION shall expend no Grant funds to finance any political activity in contravention of the Hatch Act (Chapter 15 of Title 5 of the United States Code).

5.4.13. Lobbying. CORPORATION certifies, to the best of its knowledge and belief, no Federally-appropriated funds have been paid or will be paid, by or on behalf of CORPORATION, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an

officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

5.4.13.1. If funds, other than Federally-appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

5.4.13.2. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. Any person who fails to abide the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

5.4.14. <u>Drug-Free Workplace Act of 1988</u>. CORPORATION, in executing this, certifies that it and any of its agents or subcontractors will maintain a drug-free workplace in accordance with the requirements of 24 CFR Part 24, Subpart F. The undersigned certifies, to the best of his or her knowledge and belief, that: Corporation, will continue to provide a drug-free workplace at all facilities used to implement the Scope of Work by meeting all standards and requirements of the Code of Federal Regulations, Part 24, Subpart F as follows:

5.4.14.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

5.4.14.2. Establishing an ongoing drug-free awareness program to inform employees about; (a)The dangers of drug abuse in the workplace; (b)The grantee's policy of maintaining a drug-free workplace; (c)Any available drug counseling, rehabilitation, and employee assistance programs; and(d)The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

5.4.14.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by section 5.4.14.1;

5.4.14.4. Notifying the employee in the statement required by section 5.4.14.1 that, as a condition of employment under the grant, the employee will abide by the terms of the statement and notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5.4.14.5. Notifying the agency in writing, within ten calendar days after receiving notice under section 5.4.14.4 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

5.4.14.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted: (a)Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (b)Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

5.5. <u>Environmental Conditions</u>.

5.5.1. <u>Environmental Considerations</u>. CITY and CORPORATION want to assure that the policies of the National Environmental Policy Act of 1969 (NEPA), as amended, and the California Environmental Quality Act of 1970 (CEQA), as amended, are most effectively implemented, CITY shall comply with HUD Environmental Review Procedures (24 CFR Part 58) leading to certification of release of funds for particular projects, and the CEQA review procedures (Title 14, Section 15000 et. seq. of the California Administrative Code) in connection with this Project as rapidly as possible. Project delay occasioned by delay in obtaining HUD approval or in the CEQA review procedures shall extend the estimated work completion time frame.

5.5.2. <u>Clean Air and Water Acts</u>. This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., Executive Order 11738, dated September 10, 1973, and the regulations of the Environmental Protection Agency at 40 CFR Part 15, as amended.

5.5.2.1. CORPORATION shall cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt (exceed $100,000, or involve a facility the subject of a conviction under the Clean Air Act, or the Federal Waste Pollution Control Act, and listed by the Environmental Protection Agency, or not otherwise exempt) transaction, the clause set out in 48 CFR 52.223-2.

5.5.2.2. CORPORATION shall also cause or require to be inserted in full, the certification set forth in 48 CFR 52.223-1, in each solicitation and resulting contract and contracts it awards without a solicitation.

5.5.2.3. CORPORATION shall not use any funds under this Agreement for a facility which has a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

5.5.3. **Relocation Assistance and Acquisition Policies.** This Agreement is subject to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601), and the HUD implementing regulations.

5.5.4. **Architectural Barriers Act of 1968.** This Agreement is subject to the requirements of the Architectural Barriers Act of 1968, as amended (42 USC 4151, et. seq.) and its regulations (41 CFR Subpart 101-19.6).

5.5.5. **Historic Preservation.** CORPORATION shall take into account the effect of the Project on any corporation, site, building, structure or object listed in or found by the Secretary of Interior, pursuant to 36 CFR 800, to be eligible for inclusion by the National Park Service. CORPORATION shall eliminate or minimize any adverse impact on a historic property. Activities affecting such properties must comply with Section 106 of the National Historic Preservation Act of 1966 (16 USC 470f), P.L. 89-665, Executive Order 11593, May 13, 1971, the Preservation of Archaeological and Historical Data Act of 1960 (16 USC 469a-1, et. seq.), the Archaeological and Historic Preservation Act of 1974 (P.L. 93-291), and their implementing regulations.

5.6. **Reversion of Assets.** Upon expiration the subrecipient shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

6. CITY's OBLIGATIONS.

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

7. CITY'S REMEDIES. If CORPORATION fails to materially comply with the terms of this Agreement, CITY, at its option, may suspend or terminate this Agreement and may demand CORPORATION return all funds granted to CORPORATION pursuant to this Agreement. 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 made the remedies incompatible.

7.1. Concurrent Remedy. No right or remedy herein conferred on or reserved to CITY is exclusive of any other right or remedy herein or by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

8. MISCELLANEOUS.

8.1. No Waiver of Default. The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

8.2. 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.

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

8.4. 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.

8.5. 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.

8.6. Suspension and Termination. Any remedies taken by CITY for noncompliance on part of CORPORATION and, termination to the extent allowed by law shall follow 2 CFR 200.338-342 as enumerated.

8.7. Termination of Agreement. CITY reserves the right to terminate this AGREEMENT upon giving CORPORATION notice of intention to terminate at least 30 days prior to the effective date of the termination. CITY shall only convey to CORPORATION funds for work done prior to the effective date of termination. This Agreement may be terminated by any party upon 30 days written notice, served by mail or personal service, to all other parties.

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

If directed to CITY, addressed to:

City of Bakersfield
Economic & Community Development Department
1715 Chester Avenue
Bakersfield, CA 93301

If directed to CORPORATION, addressed to:

Mission Community Services Corporation
Executive Director
71 Zaca Lane, #130
San Luis Obispo, California 93401

Kern Women's Business Center
Deputy Director
201 New Stine Road, Suite #300
Bakersfield, California 93309

8.9. Execution. This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

8.10. 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.

8.11. Negation of Partnership. CITY shall not become or be deemed a partner or joint venture with CORPORATION or associate in any such relationship with CORPORATION by reason of the provisions of this Agreement. CORPORATION shall not for any purpose be considered an agent, officer or employee of CITY.

8.12. Conflicts of Interest. CORPORATION stipulates that corporately, or individually, the firm, its employees and sub-consultants have no financial interest in either the success or failure of any project which is dependent upon the result of the work prepared pursuant to this Agreement and funds provided for herein (California Government Code Section 1090).

8.13. Tax Numbers.

"CORPORATION's" Federal Tax Identification No. 77-0494600.

"CORPORATION" is a corporation? Yes X No _____.
(Please check one.)

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

"CITY"

CITY OF BAKERSFIELD

By: _____
KAREN K. GOH
Mayor

"CORPORATION"

MISSION COMMUNITY SERVICES CORPORATION

By: _____
CHARLES JEHLE
Mission Community Services Corporation
Executive Director

APPROVED AS TO FORM:

VIRGINIA GENNARO
City Attorney

By: Christina J Olson FOR
JOSHUA H. RUDNICK
Deputy City Attorney II

APPROVED AS TO CONTENT:

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

By: _____
CHRISTOPHER BOYE
Development Services Director

COUNTERSIGNED:

By: _____
RANDY MCKEEGAN
Finance Director

Rick

EXHIBIT "A"

Community Development Block Grant
CARES ACT (CDBG-CV)
Mission Community Services Corporation

Scope of Work

Purpose

Mission Community Service Corporation (MCSC), a 501 (c)(3) nonprofit corporation located in San Luis Obispo, CA provides a variety of services to support small businesses and startups including, but not limited to, free business consulting services, technical assistance training, and low-cost entrepreneurial classes and workshops. Activities are primarily targeted towards low-to-moderate income businesses, including minority-owned and women-owned businesses. Their service territory covers Kern, San Luis Obispo, and Monterey County. The current Covid-19 pandemic has led to increased demand for services and support to small businesses as the reduction in economic activity has greatly impacted their operations. Funding under this agreement would help meet the increased need for support for small businesses and microenterprises caused by the hardships associated with Covid-19.

Description

Mission Community Services Corporation will receive up to $87,347.00 in CARES - Community Development Block Grant (CDBG-CV) funds to provide technical assistance, consulting services and education courses to qualified small businesses and microenterprises as they navigate the difficult environment created by the COVID-19 pandemic. Services to be provided include the provision of small business and microenterprise startup training courses, mentorship, technical assistance, disaster preparedness/recovery, and supporting eligible clients to achieve loan/grant readiness. MCSC is requesting these funds to cover program delivery costs, including staff time tied directly to consulting services, consultant services to assist clients with loan packaging, labor and materials for class support, and organizational cost associated with the program's implementation. In total, the program will provide assistance to a minimum of 90 businesses, with the goal of supporting 150 businesses with these funds. Businesses assisted under this program must be located within the City of Bakersfield and must be able to demonstrate they have been impacted by the COVID-19 pandemic. Services will be catered towards navigating and operating as a result of those impacts.

MCSC shall submit documentation of expenses to be reimbursed at time payment is requested under this Agreement. A certification that all financial obligations are met and services are being provided to CDBG eligible small businesses and microenterprises shall be signed and submitted with each payment request.

Activity reporting specifying the number of businesses served during the grant period from the approved agreement date will be submitted quarterly using the forms attached hereto as **Exhibit "E"**. Additionally, a narrative describing what COVID-19 related expenses were used to assist businesses/microenterprises during this epidemic will also be requested. City staff may request periodic updates as needed.

Time Frame

Activity	Estimated Completion
City Council Approves Contract	January 2021
First Quarterly Report Due	April 2021
Second Quarterly Report Due	July 2021
Third Quarterly Report Due	October 2021
Fourth Quarterly Report Due	January 2022
Fifth Quarterly Report	April 2022
All Covered Activity Completed	June 2022
Final Billing and Beneficiary Reporting	June 2022

All funds granted to Mission Community Services Corporation shall be completely expended within the term of the Agreement, which is set for June 30, 2022.

Budget

Item/Service	Cost
MCSC Staff Deputy Director Staff Support	 $12,500 $9,847
Consultant Training	$1,500
Small Business Consulting: Sets of 10 hours – 55 Clients Rate:$40/hr. Sets of 5 hours – 35 Clients Rate: $40/hr. Individual COVID Consulting – non-loans Rate: $40-$55/hr.	 $22,000 $7,000 $7,000
Instructors and Classes: Financial Literacy 4 courses bill @$1,000 per course COVID Response, Recovery, and Preparedness 5 courses blocks billed @$3,000 per Program block	 $4,000 $15,000

Advertising and Promotion	$5,500
Facilities/Insurance	$500
Office Supplies/Printing	$2,500
TOTAL	$87,347

Program Description:
Funding under this agreement is dedicated to the delivery of program requirements under the Community Development Block Grant – COVID-19 funding in order to provide support for small businesses and microenterprises. Programs include the following services:

Small Business Consulting: Consulting services to support 90 businesses with applying for CDBG-CV loans and/or support businesses and navigate the business environment created by COVID-19. Ongoing consulting services to assist companies with meeting their payment obligations for their loans is incorporated into this item.

Deliverable: Approximately 90 CDBG qualified small businesses and/or microenterprises will receive consulting services from MCSC to secure the financial resources needed to sustain their business and navigate the impacts of COVID-19 on our economy.

Timeline: Eligible entities will receive support on an ongoing basis as applied for with the organization. Corporation will report on businesses consulted on a monthly basis in conjunction with information submitted for invoicing.

Reporting: Organizations supported will be documented on a quarterly beneficiary report as described in **Exhibit "E"**. Individual business owners and business entities will submit client eligibility forms as documented in **Exhibit "C"** as verification of qualification for CDBG support and documentation of their status as a qualified business to receive such services. All clients assisted under this agreement shall complete a Duplication of Benefits Certification for CDBG-CV Funds attached hereto at **Exhibit "D"**.

Small Business and Microenterprises Instruction Course: Instruction courses to be provided to loan and grant recipients to support their operations and increase recipient's business knowledge base. Topics include financial literacy, COVID related responses, recovery, and preparedness.

Deliverable: At least 90 CDBG qualified small businesses owners and/or microenterprises will participate in courses/technical assistance sponsored by MCSC to support eligible clients in navigating the impacts of COVID-19 on our economy.

Timeline: Eligible entities will utilize services being sponsored by CORPORATION via consulting blocks and educational courses being conducted by Mission

Community Services Corporation. The focus of these services will support qualified entities by increasing their knowledge in operating and sustaining their companies. Corporation will report on business owners which attend courses.

Reporting: Organizations who enrolled in courses will be reported on a quarterly beneficiary report as described in **Exhibit "E"**. Individual business owners and business entities will submit **Exhibit "C"** as verification of qualification for CDBG support and documentation of their status as a qualified business/microenterprise to receive such services. Course enrollment sheets will be submitted by CORPORATION as proof of participation for participating business owners. All clients assisted under this agreement shall complete a Duplication of Benefits Certification for CDBG-CV Funds attached hereto at **Exhibit "D"**.

EXHIBIT "B"

INVOICING AND BUDGET DETAIL

1. INVOICE PACKAGES.

1.1 No disbursement under this Agreement will be made until City is in receipt of an acceptable "Corporation Payment Request" duly executed by or on behalf of the Corporation. The Corporation must execute all Payment Request forms. A completed Corporation Payment Request form must accompany all invoice packages. All invoice packages shall be submitted to City's Economic and Community Development Department ***not*** to exceed ***one invoice package per month*** and in the minimum amount of $500.00 except for the final funding draw invoice. Each quarter's Payment Request shall be for a three-calendar month period of time such as July through September. Except for the first Payment Request to be processed which may include all months beginning April 1, 2020 and prior to the month ending for the date of the execution of the agreement. The address for submittal is:

Economic and Community Development Department
City of Bakersfield
1715 Chester Avenue, 2nd Floor
Bakersfield, CA 93301

1.2 Payment of any invoice shall be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice. Invoices received by City that are not consistent with the approved format will be cause for an invoice to be disputed. In the event of an invoice dispute, City will notify the Corporation by initiating an "Invoice Dispute Notification" form. Payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided above may result in return of the invoice to the Corporation. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. All invoices must be approved by City.

1.3 Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, rules, or regulations.

1.4 Corporation shall provide proof of payment to City for each invoice submitted for payment under this Grant. If the Corporation is not able to demonstrate proof of payment, City, at its discretion, may not issue a check.

1.5 The invoice shall contain the following information:

1.5.1 The word "INVOICE" and a sequential invoice number should appear in a prominent location at the top of the page(s);

1.5.2 Printed name of the service provider or contractor, along with business address, including P.O. Box, City, State, and Zip Code and Telephone Number;

1.5.3 Printed name of the Corporation, along with business address, including P.O. Box, City, State, and Zip Code and Telephone Number;

1.5.4 The date of the invoice along with the number of the Agreement upon which the invoice is based;

1.5.5 All subcontractor invoices must be listed on the invoice; a copy of the subcontractor invoice should be attached to the service provider/contractors invoice; and,

1.5.6 A brief description of the work performed, including dates of performance and the name or initials of the person performing the work;

1.5.7 The method of computing the amount due. Invoices must be itemized based on the tasks specified in the Agreement.

1.5.8 The total amount due; this should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Corporation under the terms of this Agreement; and,

1.5.9 The invoice shall include a calculation of CDBG-eligible programs and activities as a percentage of all programs and activities provided. Only the CDBG-eligible share of costs is qualified for reimbursement under this agreement.

1.6 The following items will ***not*** be allowed:

1.6.1 Late fees, Gambling Debts, Debts of Board Members, Invoices for which no dollar amount due on payments shows on the invoice, submissions of payment requests which do not balance, donations, Bingo game expenses, and expenses related to raffles and any other game of chance.

1.6.2 Proof of payment must be provided with invoice and Corporation payment request. Proof of payment may be a copy of an issued or cancelled check or copy of credit card payment.

1.6.3 Identifying information about Corporation employees or volunteers other than employee or volunteer names. Information such as Social Security numbers and addresses of employees or volunteers should not be included.

1.7 Original signature and date (in ink) of Corporation or its authorized representative on the Corporation Payment Request.

1.8 Final invoice shall be clearly marked 'FINAL INVOICE' and be submitted along with supporting documentation within the time as designated within the terms of the agreement.

PAYMENT REQUEST

Grant Funding:	Encircle grant type	**CDBG-CV**
Grant Agreement No.	Purchase Order No.	Payment No.

To: City of Bakersfield
Attn: Economic and Community Development Department
Address: 1715 Chester Ave., 2nd Floor
Bakersfield, CA 93301

From: Corporation _____

Mailing Address: _____
_____

Grant Agreement Award Amount: $_____

Reimbursement Requested $_____

Program Income from CDBG-CV $_____

I have reviewed and certify the allowable costs associated with this payment request reimbursement submittal were paid for with available funding and any match requirements have been met. In addition, I certify that all financial obligations are met and services are being provided to intended clients.

_____ _____
Corporation Representative Date

_____
Corporation Representative Name (Printed)

PAYMENT REQUEST
DISPUTE NOTIFICATION FORM

Name of Corporation:

_____

Address of Corporation:

_____

_____

_____

Date Payment Request Received: _____

Date Payment Request Declined: _____

Reason for Decline/Dispute:

_____

_____

_____

_____

Reviewed By:_____

Title:_____

Dated:_____

EXHIBIT "C"

Program Qualification & Low- and Moderate-Income Certification Form

To be eligible to receive a CDBG-CV grant, the recipient business or microenterprise must be a for-profit business owned by a low to moderate-income household as defined by HUD.

Business Owner Certification	
Fictitious Business Name:	
Address:	
Phone Number:	
Email:	
Applicant's Name (please print):	
Household Size:	
Are you an income qualified household? Yes ☐ No ☐	

CDBG Eligibility: Use of CDBG funds must show a primary and direct benefit for low to moderate-income people, as determined by HUD Household Income Limits. Please certify the business eligibility.

Number of Persons in Family	30% Median	50% Median	80% Median
Number of Persons in Family	**30% Median**	**50% Median**	**80% Median**
1	$14,700	$24,500	**$39,150**
2	$16,800	$28,000	**$44,750**
3	$18,900	$31,500	**$50,350**
4	$20,950	$34,950	**$55,900**
5	$22,650	$37,750	**$60,400**
6	$24,350	$40,550	**$64,850**
7	$26,000	$43,350	**$69,350**
8	$27,700	$46,150	**$73,800**

*Note: Income means the total income of all persons living in the same household who are related by birth, marriage, or adoption and will benefit from the activities. (Ref. 24 CFR 570.3)

Option 1:	**Business Owner Low-Moderate Income Certification**		
	List all personal household members and income for each.		
	Household Member	**Income Source**	**Income Amount**
Person 1:			
Person 2:			
Person 3:			
Person 4:			

	Household Income Total	**$**		
	Provide proof of income for all household members. Documentation may include: tax statements, pay stubs; government benefit award letter and/or retirement account statements.			
Option 2:	**Low-Moderate Income Employees Retained or Hired certification (Optional)**			
	Provide documentation of employees fired or furloughed due to coronavirus or employees hired to assist the business in preventing, preparing for, or responding to the coronavirus pandemic.			
	Position/Title	**Years with Business**	**Fired? Yes/No**	**Hours Cut, Furloughed, or Increased?**
Emp. 1:				
Emp. 2:				
Emp. 3:				
Emp. 4:				
Emp. 5:				
	Documentation may include: Proof of unemployment insurance dated after January 21, 2020 or Certified payrolls			
	Employee Name	**Full-Time or Part-Time?**	**Income Amount**	
Person 1:				
Person 2:				
Person 3:				
Person 4:				
Person 5:				
Provide Documentation of each employees Low-Moderate Income eligibility.				
Demographics (For each employee hired or retained):				
	Race (White; Black or African American; Asian; American Indian or Alaskan Native; Native Hawaiian or Other Pacific Islander)			
	Hispanic		Yes ☐ No ☐	
	Female Head of Household?		Yes ☐ No ☐	
	Gender (F or M)			
	A Person with Disability		Yes ☐ No ☐	
	Limited English Proficiency		Yes ☐ No ☐	
	Type of Job Retained/Created: (Officials and Managers; Professional; Technicians; Sales; Office and Clerical; Craft Worker (Skilled); Operatives (Semi-skilled); Laborers (Unskilled); Service Workers			
	Does employer have sponsored Health care benefits?		Yes ☐ No ☐	
Option 3:	**This applicant is not an income qualified household** (family income is greater than 80& of median).			

Demographics:		
	Race (White; Black or African American; Asian; American Indian or Alaskan Native; Native Hawaiian or Other Pacific Islander)	
	Hispanic	Yes ☐ No ☐
	Female Head of Household?	Yes ☐ No ☐
	Gender (F or M)	
	A Person with Disability	Yes ☐ No ☐
	Limited English Proficiency	Yes ☐ No ☐

Employment Information:			
		Does employer have sponsored Health care benefits? (Y/N)	
		Business License Number:	
		Issue Date:	
		How long has the applicant owned/operated this business?	
		Number of employees, including owner.	
		Full Time	
		Part Time	
		Total	

Use of CARES Act funds must be used to prevent, prepare for, or respond to the coronavirus pandemic. Please certify the business eligibility.

- Profit loss of 25% or more?
- Temporary Closure
- Layoffs/Retention of employees?
- Payroll limitations?
- Need to purchase specialized equipment or supplies?
- Other (provide a detailed description):

_____

_____

_____

_____

I affirm under penalty of perjury that this income self-certification is true and correct to the best of my knowledge.

Signature of applicant: _____

Print applicant's name: _____ Date: _____

Exhibit "D"

Duplication of Benefits Certification for CDBG-CV funds

A duplication of benefits occurs when a person, household, business, government, or other entity receives financial assistance from multiple sources for the same purpose, and the total assistance received for that purpose is more than the total need for assistance. Duplication of benefits occurs when Federal financial assistance is provided to a person or entity through a program to address losses and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs.

The CARES Act requires HUD to ensure that there are adequate procedures in place to prevent any duplication of benefits as required by section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 42 U.S.C. 5121 et seq.) and all applicable Federal Register notices, including FR-6218-N-01.

HUD requires each grantee to have procedures in place to prevent the duplication of benefits when it provides financial assistance with CDBG-CV funds. Grant funds may not be used to pay for a cost if another source of financial assistance is available to pay for the same cost.

This certification must be completed by any subrecipient, individual or family, business, direct beneficiary, or other entity that receives assistance and serves to document compliance with the CARES Act requirement to ensure that there are adequate procedures in place to prevent any duplication of benefits as required by section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 42 U.S.C. 5121 et seq.) and all applicable Federal Register notices, including FR-6218-N-01.

I,

_____

(Name/title of business owner(s), sub grantee (Public Social Service Entity), sub recipient, direct beneficiary, other entity)

Hereby certify that:

A. The Community Development Block Grant-CV Funds, awarded to the City of Bakersfield through the Coronavirus Aid, Relief and Economic Security Act (CARES Act) does not duplicate/replace any other funds, and/or any funds from the following sources:

1. The Paycheck Protection Program
2. Unemployment compensation benefits
3. Insurance claims/proceeds
4. Federal Emergency Management Agency (FEMA) funds
5. Small Business Administration funds
6. Other Federal, State or local funding
7. Other nonprofit, private sector, or charitable funding.

B. Further, this executed certification serves to acknowledge that any subgrantee, subrecipient, individual or family, business, direct beneficiary, or other entity understands and agrees that the CDBG-CV funds must be repaid if it is determined that such assistance is determined to be duplicative.

_____

Signature Date

(Business owner(s), sub grantee (Public Social Service Entity), subrecipient, direct beneficiary, or other entity)

EXHIBIT "E"

QUARTERLY BENEFICIARY ACTIVITY REPORT

Subrecipient: _____

Reporting Period: _____

Number of Small Businesses Employees or Microenterprises Assisted Who Are:

	Total Number Assisted	1 Extremely Low Income (30% of Median)	2 Very Low Income (50% of Median)	3 Low Income (80% of Median)	Persons with Disability	Female Head-of-Household	Limited English Proficiency
Total Number of Individuals							

Number of business assisted that participated in the Bakersfield ReSTART Program provided by Access Plus Capital: _____

How many were microenterprises? _____

How many LMI jobs were retained or created? _____ Total FTE of job hours: _____

RACE/ETHNICTY					
	Total Number Assisted (unduplicated)	Hispanic or Latino (duplicated)		Total Number Assisted (unduplicated)	Hispanic or Latino (duplicated)
White			American Indian or Alaskan Native *AND* White		
Black or African American			Asian *AND* White		
Asian			Black or African American *AND* White		
American Indian or Alaskan Native			American Indian or Alaskan Native *AND* Black or African American		
Native Hawaiian or Other Pacific Islander			Balance of individuals reporting more than one race		

Jobs Reporting Guidance

JOB RETENTION
The business must be able to provide specific evidence that the job(s) would be lost without the assistance:

If the retained job is held by a low- or moderate-income individual, the following information must be documented:

- A listing by job title of permanent jobs retained
- The jobs that are known to be held by LMI persons at the time of assistance
- The full-time equivalency status of each job
- Annual income of the individual whose job is being retained (additional documentation guidance is provided below). All jobs reported under this agreement shall assume the positions being retained or created are a one-member household

For retained jobs that are projected to turn over to low- or moderate-income individuals:

- A listing of the retained jobs that are projected to become available within two years of assistance
- The basis of the determination that the job is likely to turnover within two years of assistance
- The actual turnover date
- The name and income status of the person who filled the vacancy
- If the person who took the job was not a low- or moderate-income person, records to demonstrate that the job was made available to low- or moderate-income persons
    - The name of person interviewed for the job and the date of the interview
    - The income status of the person(s) interviewed
    - Information on the annual income of each LMI person hired

Retained jobs that are expected to turn over and be made available to low- or moderate-income individuals can only be considered to be made available when:

- Special skills that can only be acquired with substantial training or work experience beyond high school are not a prerequisite for the job (or the business agrees to hire unqualified persons and provide training at the onset of the job search), and
- The business takes actions to ensure that low- or moderate-income individuals receive first consideration for filling such jobs

JOB CREATION
If the created job is held by a low- or moderate-income individual, the following information must be documented:

- Listing by job title of the jobs created
- Listing by job title of the jobs filled
- The name and income status of the person who filled each position
- The full-time equivalency status of the jobs.

For created jobs that will be made available to low- or moderate-income individuals but are not taken by low- or moderate-income individuals:

- The title and description of the jobs made available
- The full-time equivalency status of the job
- The prerequisites for the job; special skills or education required for the job, if any; and the business commitment to provide needed training for such jobs
- A business can demonstrate that first consideration was given to low- or moderate income persons for the job by keeping a record of the name(s) of person(s) interviewed for the job, the date of the interview(s), and the income status of the person(s) interviewed

Created jobs can only be considered to be made available to low- or moderate-income individuals when:

- Special skills that can only be acquired with substantial training or work experience beyond high school are not a prerequisite for the job (or the business agrees to hire unqualified persons and provide training at the onset of the job search), and
- The business takes actions to ensure that low- or moderate-income individuals receive first consideration for filling such jobs

Written agreement of each assisted business must include:

- Evidence that the jobs would be lost absent CDBG assistance.
- A listing by job title of permanent jobs retained, indicating which of those jobs are part-time and which are held by LMI persons.
- Where applicable, identification of any of the retained jobs (other than those held by LMI persons) which are projected to become available to LMI persons through job turnover within two years.
- For each retained job held by a LMI person, information on the annual income of the employee, or evidence the person is presumed LMI based on the business location or the person's residence. For the purpose of the CDBG-CV, all jobs created or retained are to be reported as income for a household of one.
- For jobs claimed to be available to LMI persons based on job turnover: a description covering the items required for "available to" jobs; and a listing of each job that has turned over to date, indicating which of those jobs were either taken by, or made available to LMI persons.

AGREEMENT NO. _____

FRESNO COMMUNITY DEVELOPMENT FINANCIAL INSTITUTION
GRANT AGREEMENT FOR MICRO-BUSINESS START UP OR EXPANSION PROGRAM

THIS AGREEMENT is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a California charter city and municipal corporation ("CITY" herein) and **FRESNO COMMUNITY DEVELOPMENT FINANCIAL INSTITUTION, DBA ACCESS PLUS CAPITAL** a California non-profit, public-benefit corporation ("SUBRECIPIENT" herein).

RECITALS

WHEREAS, international, national, state, and local health and governmental authorities are responding to an outbreak of respiratory disease caused by a novel coronavirus named "SARS-CoV-2," and the disease it causes has been named "coronavirus disease 2019" ("COVID-19"); and

WHEREAS, on March 4, 2020, the Governor of the State of California declared a state of emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help state prepare for broader spread of COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States of America declared a national emergency and announced that the federal government would make emergency funding available to assist state and local governments in preventing the spread of and addressing the effects of COVID-19; and

WHEREAS, on March 19, 2020, the Governor of the State of California, Gavin Newsom, issued Executive Order N-33-20, ordering all individuals in the State of California to stay home except as needed to maintain continuity of operations according to federal critical infrastructure sections; and

WHEREAS, on March 19, 2020, City Manager acting as the City's Director of Emergency Services proclaimed the existence of a local emergency as a result of the threat of COVID-19; and

WHEREAS, on March 25, 2020, the City Council ratified the proclamation of the existence of a local emergency in response to the COVID-19 pandemic; and

WHEREAS, the Centers for Disease Control and Prevention, the California Department of Health and the Kern County Health Officer have all issued shelter in place orders to enforce social distancing, prohibited group events, and taken

other precautions to protect public health and prevent transmission of this communicable virus; and

WHEREAS, as a result of the public health emergency and the precautions recommended by health authorities, many small businesses and microenterprises in Bakersfield have been impacted and require assistance; and

WHEREAS, on March 27, 2020 the Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed in response to COVID-19; and

WHEREAS, the US Congress has authorized the US Department of Housing and Urban Development (HUD) to provide supplemental Community Development Block Grants (CDBG-CV) to the City of Bakersfield through the CARES Act; and

WHEREAS, CARES Act made available additional Community Development Block Grant Coronavirus (CDBG-CV) funds to supplement the Fiscal Year (FY) 2019-20 CDBG funding provided under the Further Consolidated Appropriations Act, 2020 (Public Law 116-94); and

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

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

WHEREAS, the CITY does not have expertise currently on staff to provide grant services to microenterprises; and

WHEREAS, SUBRECIPIENT is experienced, well qualified and are specialists in administering financing programs which serve microenterprises; and

WHEREAS, SUBRECIPIENT has submitted a proposal to provide microenterprise grants to mitigate the impacts of COVID-19;

WHEREAS, CITY desires to contract with SUBRECIPIENT to make grant funding available to microenterprises financially impacted by COVID-19 in the Bakersfield area; and

WHEREAS, HUD requires CITY to provide an annual report which identifies the level of progress and accomplishments in meeting HUD's goals; and

WHEREAS, CITY requires SUBRECIPIENT to participate in reporting information on businesses served to meet HUD's goals.

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

1. NATIONAL OBJECTIVES. SUBRECIPIENT certifies that the activities carried out with funds provided under this AGREEMENT will meet the Grant program's National Objective -- principally benefit low/moderate limited clientele – microenterprise development as defined in 24 CFR Part 570.208(a)(2)(iii)) and/or Low/Mod job creation or retention activities as defined in 24 CFR Part 570.208(a)(4).

2. DEFINITIONS. Except as modified by the "Grant Agreement," to be entered into by CITY, SUBRECIPIENT, and HUD, any term defined in Title I of the Act, HUD Grant Fund Regulations at 24 CFR 570, and any regulations adopted or modifying past requirements of 24 CFR 570 as a result of the funding being administered under the Community Development Block Grant coronavirus (CDBG-CV) funds shall have the same meaning in this Agreement.

2.1. "Act" means the Community Development Block Grant Program, its administration, and any modifications made for the purposes of implementing funding through CDBG-CV allocations.

2.2. "Program" means CITY's Community Development Program, its administration, and any modifications made for funding administer for funding administered through CDBG-CV allocations.

2.3. "Activities" means the administration and implementation of a grant program to microenterprises in the City of Bakersfield.

2.4. "Fiscal Year" means a twelve-month period between July 1 and June 30 to coincide with the CITY's budget year.

2.5. "Microenterprises" means commercial enterprise that has five or fewer employees, one or more of whom owns the enterprise.

2.6. "Grants" means funds granted by SUBRECIPIENT to qualified microenterprises for the purpose of carrying out the requirements of the program and the requirements of this agreement.

3. LOAN AND GRANT. It is expressly agreed and understood that the total amount granted by CITY to SUBRECIPIENT under this Agreement shall not exceed SEVENTY THOUSAND and NO/100 DOLLARS ($70,000.00) to be granted to microenterprises. Such grant shall only be used to pay for services provided as set forth in **Exhibit "A."** and in accordance with this Agreement.

3.1. Disbursement of Funds. CITY shall not be obligated to disburse, or pay to, SUBRECIPIENT or any third party, any funds until and after CITY receives Grant funds from the federal government. If CITY does not receive such funds, CITY or SUBRECIPIENT, at its option, may terminate this Agreement without any liability to the other. SUBRECIPIENT shall not be entitled to any damages from CITY and CITY shall not be entitled to any remedy against SUBRECIPIENT if either terminates the Agreement, even if SUBRECIPIENT, CITY or any third party has detrimentally relied upon this Agreement.

3.1.1. SUBRECIPIENT shall conform to the "time frame" as set forth in **Exhibit "A,"** attached hereto and incorporated herein by reference. SUBRECIPIENT shall pay for any and all costs greater than SEVENTY THOUSAND AND NO/100 DOLLARS ($70,000.00).

3.2. Scope of Work. The scope of grant is set forth in **Exhibit "A"** which is attached hereto and incorporated herein by reference as if set forth in full.

3.2.1. That portion of the scope of loan and grant related to the operation of the funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19) for CDBG-eligible activities shall specifically comply with the requirements set forth in 24 CFR 570, 24, Subpart J; CFR 570.60, 24 Subpart K, and 2 CFR Part 200.

3.3. Eligible Claims for Payment. CITY agrees to pay eligible claims for payment to SUBRECIPIENT within thirty (30) days after CITY receives an eligible claim for payment as set forth herein, and a properly-designated SUBRECIPIENT official certifies the claim.

3.4. Method of Payment. SUBRECIPIENT shall request all payments in accordance with 2 CFR 200.305(b)(3). Other allowable payment methods under 2 CFR 200.305(b) are subject to CITY approval before SUBRECIPIENT may request payment under those circumstance. SUBRECIPIENT shall properly itemize and document claims for payment to show clearly the items, tasks, or services for which SUBRECIPIENT claims reimbursement, as well as describing to which of the Activities the payment is related. SUBRECIPIENT shall also describe the basis for computation: cost per hour, cost per weight, cost per task, or other measurement as CITY may specify. CITY may review the claim for completeness and accuracy, and may refuse to pay any claim until explained to CITY's satisfaction.

SUBRECIPIENT shall submit adequate documentation in accordance with 24 CFR 570.502. 2 CFR 200.403(g), and 2 CFR 200.302 to CITY to determine cost eligibility and allowance.

3.4.1. All amounts requested by SUBRECIPIENT shall conform to the restrictions of 24 CFR 570.502 and the requirements set forth in **Exhibit "B"** attached hereto and incorporated by reference and entitled Invoicing and Budget Detail.

3.5. **Term.** The term of this Agreement shall begin upon execution of this agreement by all parties and end December 31, 2021. To the extent required by law, the term of this agreement will continue until all monitoring and post-monitoring requirements have been fulfilled and any other program requirements as required under the CDBG program.

4. **SUBRECIPIENT'S OBLIGATIONS.** In addition to the terms stated herein, SUBRECIPIENT shall comply with the following Federal and State laws and regulations:

4.1. **Laws and Regulations**

4.1.1. **Federal.** SUBRECIPIENT shall obey the Act, any amendments, Federal regulations and guidelines now or hereafter enacted pursuant to the Act, terms of the Grant to CITY now or hereafter in effect, and CITY's regulations now or hereafter enacted to facilitate administration of the Grant, or any other statute, regulation, or guideline applicable to the Program. SUBRECIPIENT shall become familiar with the appropriate statues, regulations, and guidelines governing the Grant program.

4.1.2. **California.** SUBRECIPIENT shall comply with all provisions of California law applicable to this Agreement.

4.1.3. **Independent Contractor.** SUBRECIPIENT understands and agrees that it is an "independent contractor" with respect to the services to be performed under this Agreement. SUBRECIPIENT is not an agent or employee of CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance. This shall not be construed as forming a partnership or any other association with SUBRECIPIENT other than that of an independent contractor.

4.1.4. **Indemnification.** SUBRECIPIENT shall indemnify, defend, and hold harmless CITY, its officers, agents, and employees and HUD against any and

all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by SUBRECIPIENT, SUBRECIPIENT's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

4.1.5. **Insurance.** In addition to any other insurance or bond required under this Agreement, SUBRECIPIENT shall procure and maintain for the duration of this Agreement the following types and limits of insurance ("basic insurance requirements" herein):

4.1.5.1. **Automobile liability insurance,** providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall:

4.1.5.1.1. Provide coverage for owned, non-owned and hired autos.

4.1.5.2. **Broad form commercial general liability insurance,** unless otherwise approved by the CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall:

4.1.5.2.1. Provide contractual liability coverage for the terms of this Agreement.

4.1.5.2.2. Provide products and completed operations coverage.

4.1.5.2.3. Contain an additional insured endorsement in favor of CITY, its mayor, council, officers, agents, employees and volunteers.

4.1.5.2.4. All policies shall be written on a first-dollar coverage basis, or contain a deductible provision. Subject to advance approval by the CITY, SUBRECIPIENT may utilize a Self-Insured Retention provided that the policy shall not contain language, whether added by endorsement or contained in the Policy Conditions, that prohibits satisfaction of any Self-Insured provision or requirement by anyone other than the Named Insured, or by any means including other insurance or which is intended to defeat the intent or protection of an Additional Insured.

4.1.5.3. **<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 CITY, its mayor, council, officers, agents, employees and designated volunteers.

4.1.5.4. Except for professional liability, all policies required of SUBRECIPIENT shall be primary insurance as to CITY, its mayor, council, officers, agents, employees or designated volunteers, and any insurance or self-insurance maintained by CITY shall be excess of SUBRECIPIENT's insurance and shall not contribute with it.

4.1.5.5. Except for workers' compensation, insurance is to be placed with insurers with a Bests' rating as approved by CITY's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insurance retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Bests' A-:VII, must be declared prior to execution of this Agreement and approved by CITY in writing.

4.1.5.6. Unless otherwise approved by CITY's Risk Manager, all policies shall contain an endorsement providing CITY with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy. Copies of policies shall be delivered to CITY on demand.

4.1.5.7. The insurance required hereunder shall be maintained at all times during the term of this Agreement or any extension thereof.

4.1.5.8. SUBRECIPIENT shall furnish CITY's Risk Manager with a certificate of insurance and required endorsements evidencing the insurance required. The CITY may withdraw its offer of contract or cancel this contract if certificates of insurance and endorsements required have not been provided prior to the execution of this Agreement.

4.1.5.9. Full compensation for all premiums which the SUBRECIPIENT is required to pay on all the insurance described herein shall be considered as included in the prices paid for the various items of work to be performed under the Agreement, and no additional allowance will be made therefore or for additional premiums which may be required by extensions of the policies of insurance.

4.1.5.10. It is further understood and agreed by SUBRECIPIENT that its liability to CITY shall not in any way be limited to or affected by the amount of

insurance obtained and carried by SUBRECIPIENT in connection with this Agreement.

4.1.5.11. Unless otherwise approved by CITY, if any part of the work under this Agreement is subcontracted, the "basic insurance requirements" set forth above shall be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for SUBRECIPIENT.

5. ADMINISTRATIVE REQUIREMENTS.

5.1. Uniform Requirements.

5.1.1. SUBRECIPIENT agrees to comply with all applicable components of 2 CFR 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, as enumerated in 24 CFR 570.502.

5.2. Financial Management.

5.2.1. Accounting Standards. SUBRECIPIENT agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

5.2.2. Cost Principles. SUBRECIPIENT shall administer its program in conformance with 2 CFR Subpart E, "Cost Principles."

5.2.3. Documentation and Record Keeping.

5.2.3.1. Records to be Maintained. SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records include, but are not limited to:

5.2.3.1.1. Records providing a full description of each activity undertaken, including documentation of microenterprises assisted, services provided, and eligibility for participation in the program;

5.2.3.1.2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

5.2.3.1.3. Records required to determine the eligibility of activities;

5.2.3.1.4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with Grant assistance;

5.2.3.1.5. Records documenting compliance with the fair housing and equal opportunity components of the Grant program;

5.2.3.1.6. Financial records as required by 24 CFR 570.502 and 2 CFR Subpart D, E, and F; and

5.2.3.1.7. Other records necessary to document compliance with Subpart K of 24 CFR 570.

5.2.3.2. **Retention.** SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the expiration of the Future Use Restriction Period, as applicable, under this Agreement. Records for non-expendable property acquired with funds under this contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

5.2.3.3. **Client and Job Creation/Retention Data.** SUBRECIPIENT shall maintain client data demonstrating client eligibility for grants provided and information on jobs created/retained using grant funds. Such information shall include, but not be limited to, client name, address, income level, or other basis for determining eligibility, and description of service provided. SUBRECIPIENT shall also collect and maintain data regarding race, ethnicity, female head of household, and disability status of clients. Such information shall be submitted to CITY or its designees for review on a quarterly basis using the attached Activity Beneficiary Report attached hereto as **Exhibit "C"**, or alternative form approved by CITY. In addition, all microenterprises receiving assistance under this agreement will complete a microenterprise certification form attached hereto as **Exhibit "D"**. All clients assisted under this agreement shall complete a Duplication of Benefits Certification for CDBG-CV Funds attached hereto at **Exhibit "E"**.

5.2.3.4. **System for Award Management (SAM) registration.** SUBRECIPIENT must have an active registration with System of Award Management (SAM). To register with SAM, go to www.sam.gov to register. You must have a DUNS number prior to registering with SAM. Any contractors/service providers hired for the CDBG-CV programs must also have an active registration

with SAM prior to start or expenditure of funds. SUBRECIPIENT agrees to maintain an active registration throughout the term of this agreement.

5.2.3.5. **Property Records.** SUBRECIPIENT shall accept title to and be responsible for the maintenance and operation of the improvements made under this Agreement.

5.2.3.5.1. SUBRECIPIENT shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Part 570.503(b)(8) as applicable.

5.2.3.6. **Close-Outs.** SUBRECIPIENT's obligation to CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to CITY), reporting all beneficiary information and project milestones as needed to document a national objective has been met and the obligations of the sub recipient agreement has been completed, and determining the custodianship of records. Further, SUBRECIPIENT shall take all steps required in 2 CFR 200.343.

5.2.3.7. **Audits and Inspections.** All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to CITY, its designee or the Federal Government, at any time during normal business hours, as often as CITY deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by it. Failure of SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. To the extent required by law, SUBRECIPIENT agrees to have an annual audit conducted in accordance with current CITY policies concerning subrecipient audits and, as applicable, 2 CFR 200, Subpart F.

5.3. **Reports and Payment Procedures.**

5.3.1. **Program Income.** SUBRECIPIENT shall report annually all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. It is understood that the activities covered under this agreement will not generate program income as defined in 24 CFR 570.500.

5.3.2. **Indirect Costs.** If indirect costs are charged, SUBRECIPIENT will develop an indirect cost allocation plan for determining its appropriate share of

administrative costs and shall submit such plan to CITY for approval, in a form specified by CITY.

5.3.3. **Progress Reports.** SUBRECIPIENT shall submit regular Progress Reports with payment request to CITY. Progress reports shall be in the form and content as required by CITY.

5.4. Personnel and Participant Conditions

5.4.1. **Non-discrimination Requirements.** Under any related agreements or contracts, SUBRECIPIENT shall provide that no person, on the grounds of race, color, national origin, religion, sex or physical handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with CDBG Program funds. In addition, CDBG Program funds must be made available in accordance with the following:

5.4.1.1. The requirements of the Fair Housing Act and implementing regulations at 24 CFR 100.

5.4.1.2. Executive Order 11063 (Equal Opportunity in Housing).

5.4.1.3. Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and Title VIII of the Civil Rights Act of 1968 (Public Law 90-284 nondiscrimination and fair housing on federally assisted programs).

5.4.2. **Rehabilitation Act of 1973 and Americans with Disabilities Act.** This Agreement is subject to the provisions of Section 503 and 504 of the Rehabilitation Act of 1973 (Public Law 930112), 29 USC 706, and attendant regulations at 24 CFR, Part 8, which provide that no otherwise qualified, disabled individual shall, solely by reason of his disability, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance. This Agreement is also subject to the Americans with Disabilities Act of 1990 (Public Law 101-336), as amended, 42 USC 12101, et. seq.; and, facilities operated by SUBRECIPIENT under this Agreement shall comply with Americans with Disabilities Act Accessibility Guidelines (ADAAG) 2010, under which SUBRECIPIENT will be monitored annually by CITY or designee to the extent required by law.

5.4.3. **Non-discrimination Because of Age.** This Agreement is subject to the Age Discrimination Act of 1975, as amended, (Title III of Public Law 94-135) and attendant Code of Federal Regulations at 48 CFR, Part 22, Subpart 22.9. That Act sets forth that, except as otherwise provided, no person in the United States shall, on the basis of age, be excluded from participation in, be denied the

benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

5.4.4. Equal Employment Opportunity (Non-discrimination Clause). SUBRECIPIENT shall not discriminate against any employee, or applicant for employment, because of race, color, religion, sex, national origin, age, disability, or sexual orientation. SUBRECIPIENT shall take affirmative action to insure that applicants for employment and employees are treated during employment, without regard to race, color, religion, sex, national origin, age, disability, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUBRECIPIENT shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by CITY or HUD setting forth the provisions of this nondiscrimination clause. SUBRECIPIENT shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, disability, or sexual orientation.

5.4.5. Women- and Minority-Owned Business Enterprises. SUBRECIPIENT agrees to abide by the requirements of Executive Orders 11625, 12432 and 12138, the HUD regulations issued pursuant thereto at 41 CFR Part 24, 41 CFR Subpart 1-1.13, and any applicable rules and orders of HUD. The foregoing require the maximum practicable opportunity to participate, in contracts funded in whole or in part with federal funds, be provided to women- and minority-owned business enterprises, as subcontractors and suppliers to contractors performing work, or rendering services as prime contractors or subcontractors, under federally-funded procurement contracts.

5.4.6. Affirmative Action for the Vietnam-Era Veterans. SUBRECIPIENT shall comply with 48 CFR, Chapter 1, Subpart 22.13 and shall take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based on disability or veteran's status in all employment practices such as employment, upgrading, demotion, transfer, recruitment, advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

5.4.7. Small Business Concerns. This Agreement is subject to the requirements of the Small Business Act (15 USC 631 et seq.), as amended, applicable HUD regulations at 48 CFR, Part 19, and any applicable rules and orders of HUD requiring aid, counseling, assistance, and protection, insofar as possible, with, for, or of the interests of small-business concerns in order to preserve free competitive enterprise; and placement with small businesses of a fair

proportion of the total federally-funded purchases and contracts for property and services.

5.4.7.1. SUBRECIPIENT shall implement the specific small-business policies herein below to further the goals of the Small Business Act:

5.4.8. **Equitable Opportunity.** SUBRECIPIENT shall give small businesses an equitable opportunity to compete for prime contracts and subcontracts. SUBRECIPIENT shall include the applicable "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" clause in all contracts in connection with this Activity in amounts which may exceed $10,000 except:

5.4.8.1. Contracts which are to be performed entirely outside the United States; and

5.4.8.2. Contracts for personal services.

5.4.8.3. Bidder mailing lists shall include established and potential qualified small-business concerns;

5.4.8.4. SUBRECIPIENT shall send invitations for bids, or request for proposals, to all firms on the appropriate mailing list which shall include an appropriate number of small businesses;

5.4.8.5. SUBRECIPIENT shall publicize proposed procurement and contract awards in accordance with these policies;

5.4.8.6. SUBRECIPIENT shall divide procurement of property and services into reasonably small lots (not less than economic production runs) to permit bidding on quantities less than the total requirements;

5.4.8.7. SUBRECIPIENT shall allow the maximum amount of time practical for preparation and submission of bid and proposals;

5.4.8.8. SUBRECIPIENT shall establish realistic delivery schedules to encourage small business participation;

5.4.8.9. SUBRECIPIENT shall furnish applicable specifications, plans, and drawings with invitations for bids and request for proposals or information as to locations where they may be obtained, or examined;

5.4.8.10. SUBRECIPIENT shall treat equal low bids in accordance with 48 CFR Subpart 14.408-1;

5.4.8.11. SUBRECIPIENT shall encourage subcontracting to enroll small businesses.

5.4.8.12. SUBRECIPIENT shall place small purchases (amounts under $25,000) with small businesses whenever appropriate;

5.4.8.13. SUBRECIPIENT shall refer small businesses seeking federal contracts, but lacking qualifications as contractors, to CITY and the Small Business Administration for assistance as may be appropriate;

5.4.8.14. SUBRECIPIENT shall refer offers from small business concerns otherwise qualified, to perform specific federal contracts but ineligible under Walsh-Healey Public Contract Acts, to City and Small Business Administration for possible certification of eligibility to receive and perform the contract;

5.4.8.15. To the extent practicable, SUBRECIPIENT shall place work to be performed, which exceeds the maximum amount of any contract for which a surety may be guaranteed against loss, so that more than one small-business concern may perform the work; and

5.4.8.16. The Small Business Administration may certify a small business, otherwise qualified to receive and perform specific federal contracts but determined to be non-responsible, to be competent under the provisions of the Small Business Act.

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

5.4.9.1. Except with respect to the rehabilitation of residential property designed for residential use for less than eight families, SUBRECIPIENT, and all contractors engaged under contracts in excess of $2,000 for the construction, alteration, and/or repair of any building or work financed in whole or in part with Federal funds provided under this Agreement, shall comply with HUD requirements pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR parts 3, 5, and 5.5a, governing the payment of wages and the ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under such regulations are

imposed by state or local law, nothing hereunder is intended to relieve SUBRECIPIENT of its obligation, if any, to require payment of higher rates. SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, the clause, or any modification thereof, set out in 29 CFR parts 3, 5, and 5.5a. SUBRECIPIENT shall comply with the procedures set out in the HUD handbook 1344.1, "Federal Labor Standards Compliance in Housing and Community Development Programs" (as amended).

5.4.9.2. SUBRECIPIENT shall make no awards of contracts under this Agreement to any contractor ineligible under any applicable regulations of the Department of Labor.

5.4.10. Use of Grant Funds for Religious Purpose. SUBRECIPIENT shall permit no CDBG funds to be expended for the design, construction, operation, or maintenance of any facility to be used for sectarian instruction or as a place for religious worship, except in situations where such use is incidental and does not favor one religious' group over another, as further described at 24 CFR 570.200(j).

5.4.11. Prohibited Interest of Officials and Employees. No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from it. No member, officer or employee of SUBRECIPIENT, or its designees or agents, no member of CITY's Council or any other public official who exercises any functions or responsibilities with respect to the CDBG Program during their tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Agreement and the requirements of Executive Order 11246 and the regulations issued under the Order at 41 CFR 60 .

5.4.12. Political Activity. SUBRECIPIENT shall expend no Grant funds to finance any political activity in contravention of the Hatch Act (Chapter 15 of Title 5 of the United States Code).

5.4.13. Lobbying. SUBRECIPIENT certifies, to the best of its knowledge and belief, no Federally-appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

5.4.13.1. If funds, other than Federally-appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence

an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

5.4.13.2. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. Any person who fails to abide the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

5.4.14. <u>Drug-Free Workplace Act of 1988</u>. SUBRECIPIENT, in executing this, certifies that it and any of its agents or subcontractors will maintain a drug-free workplace in accordance with the requirements of 24 CFR Part 24, Subpart F. The undersigned certifies, to the best of his or her knowledge and belief, that: Corporation, will continue to provide a drug-free workplace at all facilities used to implement the Scope of Work by meeting all standards and requirements of the Code of Federal Regulations, Part 24, Subpart F as follows:

5.4.14.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

5.4.14.2. Establishing an ongoing drug-free awareness program to inform employees about; (a)The dangers of drug abuse in the workplace; (b)The grantee's policy of maintaining a drug-free workplace; (c)Any available drug counseling, rehabilitation, and employee assistance programs; and(d)The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

5.4.14.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by section 5.4.14.1;

5.4.14.4. Notifying the employee in the statement required by section 5.4.14.1 that, as a condition of employment under the grant, the employee will abide by the terms of the statement and notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5.4.14.5. Notifying the agency in writing, within ten calendar days after receiving notice under section 5.4.14.4 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

5.4.14.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted: (a)Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (b)Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

5.5. <u>Environmental Conditions</u>.

5.5.1. <u>Environmental Considerations</u>. CITY and SUBRECIPIENT want to assure that the policies of the National Environmental Policy Act of 1969 (NEPA), as amended, and the California Environmental Quality Act of 1970 (CEQA), as amended, are most effectively implemented, CITY shall comply with HUD Environmental Review Procedures (24 CFR Part 58) leading to certification of release of funds for particular projects, and the CEQA review procedures (Title 14, Section 15000 et. seq. of the California Administrative Code) in connection with this Project as rapidly as possible. Project delay occasioned by delay in obtaining HUD approval or in the CEQA review procedures shall extend the estimated work completion time frame.

5.5.2. <u>Clean Air and Water Acts</u>. This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., Executive Order 11738, dated September 10, 1973, and the regulations of the Environmental Protection Agency at 40 CFR Part 15, as amended.

5.5.2.1. SUBRECIPIENT shall cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt (exceed $100,000, or involve a facility the subject of a conviction under the Clean Air Act, or the Federal Waste Pollution Control Act, and listed by the Environmental Protection Agency, or not otherwise exempt) transaction, the clause set out in 48 CFR 52.223-2.

5.5.2.2. SUBRECIPIENT shall also cause or require to be inserted in full, the certification set forth in 48 CFR 52.223-1, in each solicitation and resulting contract and contracts it awards without a solicitation.

5.5.2.3. SUBRECIPIENT shall not use any funds under this Agreement for a facility which has a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

5.5.3. **Relocation Assistance and Acquisition Policies.** This Agreement is subject to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601), and the HUD implementing regulations.

5.5.4. **Architectural Barriers Act of 1968.** This Agreement is subject to the requirements of the Architectural Barriers Act of 1968, as amended (42 USC 4151, et. seq.) and its regulations (41 CFR Subpart 101-19.6).

5.5.5. **Historic Preservation.** SUBRECIPIENT shall take into account the effect of the Project on any corporation, site, building, structure or object listed in or found by the Secretary of Interior, pursuant to 36 CFR 800, to be eligible for inclusion by the National Park Service. SUBRECIPIENT shall eliminate or minimize any adverse impact on a historic property. Activities affecting such properties must comply with Section 106 of the National Historic Preservation Act of 1966 (16 USC 470f), P.L. 89-665, Executive Order 11593, May 13, 1971, the Preservation of Archaeological and Historical Data Act of 1960 (16 USC 469a-1, et. seq.), the Archaeological and Historic Preservation Act of 1974 (P.L. 93-291), and their implementing regulations.

5.6. **Reversion of Assets.** Upon expiration the subrecipient shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

6. CITY's OBLIGATIONS.

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

7. CITY'S REMEDIES. If SUBRECIPIENT fails to materially comply with the terms of this Agreement, CITY, at its option, may suspend or terminate this Agreement and may demand SUBRECIPIENT return all funds granted to SUBRECIPIENT pursuant to this Agreement. 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 made the remedies incompatible.

7.1. Concurrent Remedy. No right or remedy herein conferred on or reserved to CITY is exclusive of any other right or remedy herein or by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

8. MISCELLANEOUS.

8.1. No Waiver of Default. The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

8.2. 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.

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

8.4. 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.

8.5. 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.

8.6. Suspension and Termination. Any remedies taken by CITY for noncompliance on part of SUBRECIPIENT and, termination to the extent allowed by law shall follow 2 CFR 200.338-342 as enumerated.

8.7. Termination of Agreement. CITY reserves the right to terminate this AGREEMENT upon giving SUBRECIPIENT notice of intention to terminate at least 30 days prior to the effective date of the termination. CITY shall only convey to SUBRECIPIENT funds for work done prior to the effective date of termination. This Agreement may be terminated by any party upon 30 days written notice, served by mail or personal service, to all other parties.

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

If directed to CITY, addressed to:

City of Bakersfield
Economic & Community Development Department
1715 Chester Avenue
Bakersfield, CA 93301

If directed to SUBRECIPIENT, addressed to:

Access Plus Capital
Tate Hill, Executive Director
1920 Mariposa Mall, Suite 111
Fresno, California, 93721

8.9. Execution. This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

8.10. 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.

8.11. Negation of Partnership. CITY shall not become or be deemed a partner or joint venturer with SUBRECIPIENT or associate in any such relationship with SUBRECIPIENT by reason of the provisions of this Agreement. SUBRECIPIENT shall not for any purpose be considered an agent, officer or employee of CITY.

8.12. Conflicts of Interest. SUBRECIPIENT stipulates that corporately, or individually, the firm, its employees and sub-consultants have no financial interest in either the success or failure of any project which is dependent upon the result of the work prepared pursuant to this Agreement and funds provided for herein (California Government Code Section 1090).

8.13. Tax Numbers.

" SUBRECIPIENT's" Federal Tax Identification No. 26-1177785.
" SUBRECIPIENT" is a corporation? Yes X No _____.
(Please check one.)

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

"CITY"

CITY OF BAKERSFIELD

By: _____

KAREN K. GOH
Mayor

"SUBRECIPIENT"

FRESNO COMMUNITY DEVELOPMENT FINANCIAL INSTITUION

By: Tate Hill

TATE HILL
Fresno Community Development Financial Institution
Executive Director

APPROVED AS TO FORM:

VIRGINIA GENNARO
City Attorney

By: Christina J Olson For

JOSHUA H. RUDNICK
Deputy City Attorney II

APPROVED AS TO CONTENT:

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

By: _____

CHRISTOPHER BOYE
Development Services Director

COUNTERSIGNED:

By: _____

RANDY MCKEEGAN
Finance Director

EXHIBIT "A"

Community Development Block Grant
CARES ACT (CDBG-CV)
Fresno Community Development Financial Institution

Scope of Work

Purpose
Fresno Community Development Financial Institution, d.b.a. Access Plus Capital (APC), is a 501 (c)(3) nonprofit corporation located in Fresno, CA with a second office located at 2100 H Street, Bakersfield, California. APC provides a variety of loan programs and related services to support small businesses, with a focus on serving underserved communities, including female, low-income, and minority entrepreneurs. Their service territory covers the fourteen counties which makeup the San Joaquin Valley. The current Covid-19 pandemic has led to increased demand for services and support to small businesses as the reduction in economic activity has greatly impacted their operations. Further, capital resources are greatly needed to assist microenterprises. These funds will help meet the increased need for microenterprise assistance caused by the hardships associated with Covid-19.

Description
APC will receive up to $70,000.00 in CARES - Community Development Block Grant (CDBG-CV) funds to provide grants ranging from $3,500 to $5,000 to assist microenterprises where the owner qualifies as a low/moderate income household under the Community Development Block Grant program or the grant will be used to create/retain low-mod jobs. Services covered under this contract include all components related to promoting, managing, and reporting on the grant program. APC is requesting these funds to create the capital pool needed to make the grants. In total, the program will provide assistance to a minimum of 14 qualified individuals, with the potential to assist 20 clients. All individuals who received funding under this program must be documented as a qualified LMI household or use the grant funding to create or retain jobs for low-moderate income individuals prior to receiving funding.

APC shall submit documentation of expenses to be reimbursed at time payment is requested under this Agreement. A certification that all financial obligations are met and services are being provided to CDBG eligible microenterprises shall be signed and submitted with each payment request.

Activity reports specifying the number of microenterprises served during the grant period from the approved agreement date will be submitted using information in **Exhibit "C"**. Further, a certification form for each microenterprise shall accompany the activity reporting form for which the entity is included in the report. The certification form shall be completed using **Exhibit "D"**. Additionally, a narrative

describing how COVID-19 related expenses were used to assist the community during this epidemic will also be requested. City staff may request periodic updates as needed. All clients assisted under this agreement shall complete a Duplication of Benefits Certification for CDBG-CV Funds attached hereto at **Exhibit "E"**.

Time Frame

Activity	Estimated Completion
City Council Approves Contract	January 2021
1st Quarterly Report	March 2021
2nd Quarterly Report	June 2021
3rd Quarterly Report	September 2021
All Covered Activity Completed	November 2021
Final Billing and Beneficiary Reporting	December 2021

All funds granted to Fresno Community Development Finance Institution shall be completely expended within the term of the Agreement, which is set for December 31, 2021.

Budget

Item/Service	Cost
Funds available for grants to microenterprises	$70,000
TOTAL	$70,000

Program Description:
Funding under this agreement shall be dedicated to the delivery of program requirements under the Community Development Block Grant – COVID-19 funding in order to provide support for microenterprises as they navigate the impacts of the pandemic. This program includes the following services:

- Marketing: SUBRECIPIENT shall market the programs availability in order to recruit eligible microenterprises who are in need of financial support. SUBRECIPIENT agrees to work with partners in the community partners including, but not limited to, Kern Women's Business Center, local chamber of commerce' organizations, the Downtown Business Association, and other organizations representing community entities which may be in need of the financial services offered under this program.

- Client Intake: SUBRECIPIENT shall accept applications from qualified parties. Applications will be accepted through an online portal which will be setup,

operated, and maintained by the SUBRECIPIENT. Marketing material shall be distributed in English, Spanish, and Punjabi to ensure program components are accessible to participants with limited English proficiency. After the application window is closed, SUBRECIPIENT will decipher whether or not clients meet the required parameters as established under the Community Development Block Grant Program. Grant proceeds can be used for working capital and may go toward business expenses, such as: Payroll costs, including costs for employee vacation, parental, family, medical, and sick leave, employee related insurance, rent, inventory, supplies/materials, utilities, professional services, and other costs needed to operate their enterprise. Microenterprises deemed eligible to participate in the program will sign a grant agreement with SUBRECIPIENT in a form approved by CITY. Said grant agreement will accompany a microenterprise certification form incorporated as **Exhibit "D"** in submitting applicant information to CITY as evidence of participants eligibility. Said form will be submitted to CITY as proof of the applicant's eligibility. As needed, APC may extend the application period to give applicants more time to apply for funding. All clients assisted under this agreement shall complete a Duplication of Benefits Certification for CDBG-CV Funds attached hereto at **Exhibit "E"** prior to receiving funding.

- Award Process: SUBRECIPIENT shall review applications with the City of Bakersfield to confirm applicant eligibility. Once verified, SUBRECIPIENT will work with qualified recipients to process all award documents related to funding, including the grant agreement and any other items pertinent to ensuring to securing the requirements of the program. To the extent required be law, prior to any awards being made, SUBRECIPIENT will conduct an underwriting review for the funds being disbursed prior in accordance with 24 CFR 570 Appendix A. While the process will not necessarily follow the process as enumerated in said section, SUBRECIPIENT will, at a minimum, conduct a basic underwriting review in accordance with the program.

  Reporting: Applicants who receive a grant through the program will be included on a quarterly beneficiary report as described in **Exhibit "C"**. Individuals participating in the program will complete a certification form in substantial form of **Exhibit "D"** as verification of qualification for CDBG support and documentation of their status as a qualified microenterprise to receive such funds.

EXHIBIT "B"

INVOICING AND BUDGET DETAIL

1. <u>INVOICE PACKAGES.</u>

1.1 No disbursement under this Agreement will be made upon receipt of an acceptable "Corporation Payment Request" duly executed by or on behalf of the Corporation. The Corporation must execute all Payment Request forms. A completed Corporation Payment Request form must accompany all invoice packages. All invoice packages shall be submitted to City's Economic and Community Development Department ***<u>not</u>*** to exceed ***one invoice package per month*** and in the minimum amount of $500.00 except for the final funding draw invoice. Each quarter's Payment Request shall be for a three-calendar month period of time such as July through September. Except for the first Payment Request to be processed which may include all months beginning with the new fiscal year of July 1, 2020 and prior to the month ending for the date of the execution of the agreement. The address for submittal is:

Economic and Community Development Department
City of Bakersfield
1715 Chester Avenue, 2nd Floor
Bakersfield, CA 93301

1.2 Payment of any invoice shall be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice. Invoices received by City that are not consistent with the approved format will be cause for an invoice to be disputed. In the event of an invoice dispute, City will notify the Corporation by initiating an "Invoice Dispute Notification" form. Payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided above may result in return of the invoice to the Corporation. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. All invoices must be approved by City.

1.3 Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, rules, or regulations.

1.4 Corporation shall provide proof of payment to City for each invoice submitted for payment under this Grant. If the Corporation is not able to demonstrate proof of payment, City, at its discretion, may not issue a check.

1.5 The invoice shall contain the following information:

1.5.1 The word "INVOICE" and a sequential invoice number should appear in a prominent location at the top of the page(s);

1.5.2 Printed name of the service provider or contractor, along with business address, including P.O. Box, City, State, and Zip Code and Telephone Number;

1.5.3 Printed name of the Corporation, along with business address, including P.O. Box, City, State, and Zip Code and Telephone Number;

1.5.4 The date of the invoice along with the number of the Agreement upon which the invoice is based;

1.5.5 All subcontractor invoices must be listed on the invoice; a copy of the subcontractor invoice should be attached to the service provider/contractors invoice; and,

1.5.6 A brief description of the work performed, including dates of performance and the name or initials of the person performing the work;

1.5.7 The method of computing the amount due. Invoices must be itemized based on the tasks specified in the Agreement.

1.5.8 The total amount due; this should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Corporation under the terms of this Agreement; and,

1.5.9 The invoice shall include a calculation of CDBG-eligible programs and activities as a percentage of all programs and activities provided. Only the CDBG-eligible share of costs is qualified for reimbursement under this agreement.

1.6 The following items will ***not*** be allowed:

1.6.1 Late fees, Gambling Debts, Debts of Board Members, Invoices for which no dollar amount due on payments shows on the invoice, submissions of payment requests which do not balance, donations, Bingo game expenses, and expenses related to raffles and any other game of chance.

1.6.2 Proof of payment must be provided with invoice and Corporation payment request. Proof of payment may be a copy of an issued or cancelled check or copy of credit card payment.

1.6.3 Identifying information about Corporation employees or volunteers other than employee or volunteer names. Information such as Social Security numbers and addresses of employees or volunteers should not be included.

1.7 Original signature and date (in ink) of Corporation or its authorized representative on the Corporation Payment Request.

1.8 Final invoice shall be clearly marked 'FINAL INVOICE' and be submitted along with supporting documentation within the time as designated within the terms of the agreement.

PAYMENT REQUEST

Grant Funding:	Encircle grant type	**CDBG-CV**
Grant Agreement No.	Purchase Order No.	Payment No.

To: City of Bakersfield
Attn: Economic and Community Development Department
Address: 1715 Chester Ave., 2nd Floor
Bakersfield, CA 93301

From: Corporation _____

Mailing Address: _____

Grant Agreement Award Amount: $_____

Reimbursement Requested $_____

Program Income from CDBG-CV $_____

I have reviewed and certify the allowable costs associated with this payment request reimbursement submittal were paid for with available funding and any match requirements have been met. In addition, I certify that all financial obligations are met and services are being provided to intended clients.

_____ _____
Corporation Representative Date

_____
Corporation Representative Name (Printed)

PAYMENT REQUEST
DISPUTE NOTIFICATION FORM

Name of Corporation:

_____

Address of Corporation:

_____

_____

_____

Date Payment Request Received: _____

Date Payment Request Declined: _____

Reason for Decline/Dispute:

_____

_____

_____

_____

Reviewed By: _____

Title: _____

Dated: _____

EXHIBIT "C"

QUARTERLY BENEFICIARY ACTIVITY REPORT

Subrecipient: _____

Reporting Period: _____

Number of Microenterprises Assisted Who Are:

	Total Number Assisted	1 Extremely Low Income (30% of Median)	2 Very Low Income (50% of Median)	3 Low Income (80% of Median)	Persons with Disability	Female Head-of-Household	Limited English Proficiency
Total Number of Individuals							

Number of microenterprises that received technical assistance provided by Mission Community Service: _____

How many LMI jobs were retained or created? _____ Total FTE of job hours: _____

RACE/ETHNICTY					
	Total Number Assisted (unduplicated)	Hispanic or Latino (duplicated)		Total Number Assisted (unduplicated)	Hispanic or Latino (duplicated)
White			American Indian or Alaskan Native *AND* White		
Black or African American			Asian *AND* White		
Asian			Black or African American *AND* White		
American Indian or Alaskan Native			American Indian or Alaskan Native *AND* Black or African American		
Native Hawaiian or Other Pacific Islander			Balance of individuals reporting more than one race		

Jobs Reporting Guidance

JOB RETENTION
The business must be able to provide specific evidence that the job(s) would be lost without the assistance:

If the retained job is held by a low- or moderate-income individual, the following information must be documented:

- A listing by job title of permanent jobs retained
- The jobs that are known to be held by LMI persons at the time of assistance
- The full-time equivalency status of each job
- Annual income of the individual whose job is being retained (additional documentation guidance is provided below). All jobs reported under this agreement shall assume the positions being retained or created are a one-member household

For retained jobs that are projected to turn over to low- or moderate-income individuals:

- A listing of the retained jobs that are projected to become available within two years of assistance
- The basis of the determination that the job is likely to turnover within two years of assistance
- The actual turnover date
- The name and income status of the person who filled the vacancy
- If the person who took the job was not a low- or moderate-income person, records to demonstrate that the job was made available to low- or moderate-income persons
    - The name of person interviewed for the job and the date of the interview
    - The income status of the person(s) interviewed
    - Information on the annual income of each LMI person hired

Retained jobs that are expected to turn over and be made available to low- or moderate-income individuals can only be considered to be made available when:

- Special skills that can only be acquired with substantial training or work experience beyond high school are not a prerequisite for the job (or the business agrees to hire unqualified persons and provide training at the onset of the job search), and
- The business takes actions to ensure that low- or moderate-income individuals receive first consideration for filling such jobs

JOB CREATION
If the created job is held by a low- or moderate-income individual, the following information must be documented:

- Listing by job title of the jobs created
- Listing by job title of the jobs filled
- The name and income status of the person who filled each position
- The full-time equivalency status of the jobs.

For created jobs that will be made available to low- or moderate-income individuals but are not taken by low- or moderate-income individuals:

- The title and description of the jobs made available
- The full-time equivalency status of the job
- The prerequisites for the job; special skills or education required for the job, if any; and the business commitment to provide needed training for such jobs
- A business can demonstrate that first consideration was given to low- or moderate income persons for the job by keeping a record of the name(s) of person(s) interviewed for the job, the date of the interview(s), and the income status of the person(s) interviewed

Created jobs can only be considered to be made available to low- or moderate-income individuals when:

- Special skills that can only be acquired with substantial training or work experience beyond high school are not a prerequisite for the job (or the business agrees to hire unqualified persons and provide training at the onset of the job search), and
- The business takes actions to ensure that low- or moderate-income individuals receive first consideration for filling such jobs

Written agreement of each assisted business must include:

- Evidence that the jobs would be lost absent CDBG assistance.
- A listing by job title of permanent jobs retained, indicating which of those jobs are part-time and which are held by LMI persons.
- Where applicable, identification of any of the retained jobs (other than those held by LMI persons) which are projected to become available to LMI persons through job turnover within two years.
- For each retained job held by a LMI person, information on the annual income of the employee, or evidence the person is presumed LMI based on the business location or the person's residence. For the purpose of the CDBG-CV, all jobs created or retained are to be reported as income for a household of one.
- For jobs claimed to be available to LMI persons based on job turnover: a description covering the items required for "available to" jobs; and a listing of each job that has turned over to date, indicating which of those jobs were either taken by, or made available to LMI persons.

EXHIBIT "D"

Microenterprise Assistance Certification Form

Microenterprise Owner Income Certification:	
Business Name:	
Fictitious Business Name:	
Address:	
Phone Number:	
Email:	
Applicant's Name (please print):	
Household Size:	
Are you an income qualified household? Yes ☐ No ☐	

Number of Persons in Family	30% Median	50% Median	80% Median
1	$14,700	$24,500	**$39,150**
2	$16,800	$28,000	**$44,750**
3	$18,900	$31,500	**$50,350**
4	$20,950	$34,950	**$55,900**
5	$22,650	$37,750	**$60,400**
6	$24,350	$40,550	**$64,850**
7	$26,000	$43,350	**$69,350**
8	$27,700	$46,150	**$73,800**

Section A: Microenterprise Owner Low-Moderate Income Certification			
	List all personal household members and income for each.		
	Household Member	**Income Source**	**Income Amount**
Person 1:			
Person 2:			
Person 3:			
Person 4:			
	Household Income Total		**$**
	Provide proof of income for all household members. Documentation may include: tax statements, pay stubs; government benefit award letter and/or retirement account statements.		
	This applicant is not an income qualified household (family income is greater than 80& of median).		
Does your grant request include retained or new jobs? Yes ☐ No ☐ If Yes, complete the remainder of Section A.			
	Low-Moderate Income Employees Retained or Hired (Optional)		
	Provide documentation of employees fired or furloughed due to coronavirus or employees hired to assist the business in preventing, preparing for, or responding to the coronavirus		

	pandemic.			
	Position/Title	**Years with Business**	**Fired? Yes/No**	**Hours Cut, Furloughed, or Increased?**
Emp. 1:				
Emp. 2:				
Emp. 3:				
Emp. 4:				
Emp. 5:				
	Provide Documentation of increased employment by low-moderate income individuals (new hires or increased hours) or job retained. Documentation may include: Proof of unemployment insurance dated after January 21, 2020 or Certified payrolls			

List the annual household income for each employee.

	Employee Name	**Full-time or Part-time**	**Income**
Emp. 1:			
Emp. 2:			
Emp. 3:			
Emp. 4:			
Emp. 5:			

Provide Documentation of each employees Low-Moderate Income eligibility.

Demographics (For each employee hired or trained):

	Race (White; Black or African American; Asian; American Indian or Alaskan Native; Native Hawaiian or Other Pacific Islander)	
	Hispanic	Yes ☐ No ☐
	Female Head of Household?	Yes ☐ No ☐
	Gender (F or M)	
	A Person with Disability	Yes ☐ No ☐
	Limited English Proficiency	Yes ☐ No ☐
	Type of Job Retained/Created: (Officials and Managers; Professional; Technicians; Sales; Office and Clerical; Craft Worker (Skilled); Operatives (Semi-skilled); Laborers (Unskilled); Service Workers	
	Does employer have sponsored Health care benefits?	Yes ☐ No ☐

	For jobs created, was the employee unemployed prior to taking this position?	Yes ☐ No ☐
Section B: Business Demographics/Information:		
	Business License Number:	
	Issue Date:	
	Federal Employer Identification Number:	
	Duns and Bradsheet Number:	
	How long has the applicant owned/operated this business?	
	Number of employees, including owner.	
	Full Time	
	Part Time	
	Total	
	Race (White; Black or African American; Asian; American Indian or Alaskan Native; Native Hawaiian or Other Pacific Islander)	
	Hispanic	Yes ☐ No ☐
	Female Head of Household?	Yes ☐ No ☐
	Gender (F or M)	
	A Person with Disability	Yes ☐ No ☐
	Limited English Proficiency	Yes ☐ No ☐
Certification of Microenterprises Status:		
I certify under penalty of perjury that I qualify for assistance under the City of Bakersfield Microenterprise Grant Assistance Program by meeting one of the following definition:		
	I own a commercial enterprise that has five or fewer employees, one or whom is myself.	
	I am actively working toward developing a business and expect the entity to be a microenterprise at the time it is formed.	

Use of CARES Act funds must be used to prevent, prepare for, or respond to the coronavirus pandemic. Please certify the business eligibility.

- Profit loss of 25% or more?
- Temporary Closure
- Layoffs/Retention of employees?
- Payroll limitations?
- Need to purchase specialized equipment or supplies?

- Other (provide a detailed description):

_____
_____
_____
_____
_____
_____

I affirm under penalty of perjury that this income self-certification is true and correct to the best of my knowledge.

Signature of applicant: _____

Print applicant's name: _____ Date: _____

EXHIBIT "E"

Duplication of Benefits Certification for CDBG-CV funds

A duplication of benefits occurs when a person, household, business, government, or other entity receives financial assistance from multiple sources for the same purpose, and the total assistance received for that purpose is more than the total need for assistance. Duplication of benefits occurs when Federal financial assistance is provided to a person or entity through a program to address losses and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs.

The CARES Act requires HUD to ensure that there are adequate procedures in place to prevent any duplication of benefits as required by section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 42 U.S.C. 5121 et seq.) and all applicable Federal Register notices, including FR-6218-N-01.

HUD requires each grantee to have procedures in place to prevent the duplication of benefits when it provides financial assistance with CDBG-CV funds. Grant funds may not be used to pay for a cost if another source of financial assistance is available to pay for the same cost.

This certification must be completed by any subrecipient, individual or family, business, direct beneficiary, or other entity that receives assistance and serves to document compliance with the CARES Act requirement to ensure that there are adequate procedures in place to prevent any duplication of benefits as required by section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 42 U.S.C. 5121 et seq.) and all applicable Federal Register notices, including FR-6218-N-01.

I,

_____

(Name/title of business owner(s), sub grantee (Public Social Service Entity), sub recipient, direct beneficiary, other entity)

Hereby certify that:

A. The Community Development Block Grant-CV Funds, awarded to the City of Bakersfield through the Coronavirus Aid, Relief and Economic Security Act (CARES Act) does not duplicate/replace any other funds, and/or any funds from the following sources:

1. The Paycheck Protection Program
2. Unemployment compensation benefits
3. Insurance claims/proceeds
4. Federal Emergency Management Agency (FEMA) funds
5. Small Business Administration funds
6. Other Federal, State or local funding
7. Other nonprofit, private sector, or charitable funding.

B. Further, this executed certification serves to acknowledge that any subgrantee, subrecipient, individual or family, business, direct beneficiary, or other entity understands and agrees that the CDBG-CV funds must be repaid if it is determined that such assistance is determined to be duplicative.

_____

Signature Date
(Business owner(s), sub grantee (Public Social Service Entity), subrecipient, direct beneficiary, or other entity)

AGREEMENT NO. _____

FRESNO COMMUNITY DEVELOPMENT FINANCE INSTITUTION
GRANT AGREEMENT FOR SMALL BUSINESS ASSISTANCE LOANS

THIS AGREEMENT is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a California charter city and municipal corporation ("CITY" herein) and **FRESNO COMMUNITY DEVELOPMENT FINANCIAL INSTITUTION, DBA ACCESS PLUS CAPITAL** a California non-profit, public-benefit corporation ("SUBRECIPIENT" herein).

RECITALS

WHEREAS, international, national, state, and local health and governmental authorities are responding to an outbreak of respiratory disease caused by a novel coronavirus named "SARS-CoV-2," and the disease it causes has been named "coronavirus disease 2019" ("COVID-19" herein); and

WHEREAS, on March 4, 2020, the Governor of the State of California declared a state of emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help state prepare for broader spread of COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States of America declared a national emergency and announced that the federal government would make emergency funding available to assist state and local governments in preventing the spread of and addressing the effects of COVID-19; and

WHEREAS, on March 19, 2020, the Governor of the State of California, Gavin Newsom, issued Executive Order N-33-20, ordering all individuals in the State of California to stay home except as needed to maintain continuity of operations according to federal critical infrastructure sections; and

WHEREAS, on March 19, 2020, City Manager acting as the City's Director of Emergency Services proclaimed the existence of a local emergency as a result of the threat of COVID-19; and

WHEREAS, on March 25, 2020, the City Council ratified the proclamation of the existence of a local emergency in response to the COVID-19 pandemic; and

WHEREAS, the Centers for Disease Control and Prevention, the California Department of Health and the Kern County Health Officer have all issued shelter in place orders to enforce social distancing, prohibited group events, and taken

other precautions to protect public health and prevent transmission of this communicable virus; and

WHEREAS, as a result of the public health emergency and the precautions recommended by health authorities, many small businesses and microenterprises in Bakersfield have been impacted and require assistance; and

WHEREAS, on March 27, 2020 the Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed in response to COVID-19; and

WHEREAS, the US Congress has authorized the US Department of Housing and Urban Development (HUD) to provide supplemental Community Development Block Grants (CDBG-CV) to the City of Bakersfield through the CARES Act; and

WHEREAS, CARES Act made available additional Community Development Block Grant Coronavirus (CDBG-CV) funds to supplement the Fiscal Year (FY) 2019-20 CDBG funding provided under the Further Consolidated Appropriations Act, 2020 (Public Law 116-94); and

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

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

WHEREAS, the CITY does not have expertise currently on staff to provide and service loans to small businesses; and

WHEREAS, SUBRECIPIENT is experienced, well qualified and are specialists in providing and servicing loans to small businesses; and

WHEREAS, SUBRECIPIENT has submitted a proposal to provide and service loans to small businesses to mitigate the impacts of COVID-19;

WHEREAS, CITY desires to assist SUBRECIPIENT by making grant funding available for a portion of the costs associated with certain activities as are permitted for small businesses financially impacted by COVID-19 in the Bakersfield area; and

WHEREAS, HUD requires CITY to provide an annual report which identifies the level of progress and accomplishments in meeting HUD's goals; and

WHEREAS, CITY requires SUBRECIPIENT to participate in reporting information on businesses served to meet HUD's goals.

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

1. **NATIONAL OBJECTIVES.** SUBRECIPIENT certifies that the activities carried out with funds provided under this AGREEMENT will meet the Grant program's National Objective – Low/Mod job creation or retention activities as defined in 24 CFR Part 570.208(a)(4).

2. **DEFINITIONS.** Except as modified by the "Grant Agreement," to be entered into by CITY, CORPORATION, and HUD, any term defined in Title I of the Act, HUD Grant Fund Regulations at 24 CFR 570, and any regulations adopted or modifying past requirements of 24 CFR 570 as a result of the funding being administered under the Community Development Block Grant coronavirus (CDBG-CV) funds shall have the same meaning in this Agreement.

2.1. "Act" means the Community Development Block Grant Program, its administration, and any modifications made for the purposes of implementing funding through CDBG-CV allocations.

2.2. "Program" means CITY's Community Development Program, its administration, and any modifications made for funding administer for funding administered through CDBG-CV allocations.

2.3. "Activities" means the administration and servicing of loans offered by SUBRECIPIENT to support small businesses.

2.4. "Small Businesses" means a private, for-profit business which qualifies under Section 3(a) of the Small Business Act of 1958, in regards to specific employment or sales standards for the businesses prospective industry.

2.5. "Fiscal Year" means a twelve-month period between July 1 and June 30 to coincide with the CITY's budget year.

2.6. "Loans" means funds loaned by SUBRECIPIENT to qualified small businesses for the purpose of carrying out the requirements of the program and the requirements of this agreement.

2.7. A "microenterprise" is a commercial enterprise that has five or fewer employees, one or more of whom owns the enterprise.

3. LOAN AND GRANT. It is expressly agreed and understood that the total amount granted by CITY to SUBRECIPIENT under this Agreement shall not exceed TWO MILLION NINETY THOUSAND AND NO/100 DOLLARS ($2,090,000.00) to be loaned to small businesses for organization support and job retention. Such grant shall only be used to pay for services provided as set forth in **Exhibit "A."** and in accordance with this Agreement.

3.1. Disbursement of Funds. CITY shall not be obligated to disburse, or pay to, SUBRECIPIENT or any third party, any funds until and after CITY receives Grant funds from the federal government. If CITY does not receive such funds, CITY or SUBRECIPIENT, at its option, may terminate this Agreement without any liability to the other. SUBRECIPIENT shall not be entitled to any damages from CITY and CITY shall not be entitled to any remedy against SUBRECIPIENT if either terminates the Agreement, even if SUBRECIPIENT, CITY or any third party has detrimentally relied upon this Agreement.

3.1.1. SUBRECIPIENT shall conform to the "time frame" as set forth in **Exhibit "A,"** attached hereto and incorporated herein by reference. SUBRECIPIENT shall pay for any and all costs greater than TWO MILLION NINETY THOUSAND AND NO/100 DOLLARS ($2,090,000.00).

3.2. Scope of Work. The scope of grant is set forth in **Exhibit "A"** which is attached hereto and incorporated herein by reference as if set forth in full.

3.2.1. That portion of the scope of loan and grant related to the operation of the funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19) for CDBG-eligible activities shall specifically comply with the requirements set forth in 24 CFR 570, 24, Subpart J; CFR 570.60, 24 Subpart K, and 2 CFR Part 200.

3.3. Eligible Claims for Payment. CITY agrees to pay eligible claims for payment to SUBRECIPIENT within thirty (30) days after CITY receives an eligible claim for payment as set forth herein, and a properly-designated SUBRECIPIENT official certifies the claim.

3.4. Method of Payment. SUBRECIPIENT shall request all payments in accordance with 2 CFR 200.305(b)(3). Other allowable payment methods under 2 CFR 200.305(b) are subject to CITY approval before SUBRECIPIENT may request payment under those circumstance. SUBRECIPIENT shall properly itemize and document claims for payment to show clearly the items, tasks, or services for which SUBRECIPIENT claims reimbursement, as well as describing to which of the

Activities the payment is related. SUBRECIPIENT shall also describe the basis for computation: cost per hour, cost per weight, cost per task, or other measurement as CITY may specify. CITY may review the claim for completeness and accuracy, and may refuse to pay any claim until explained to CITY's satisfaction. SUBRECIPIENT shall submit adequate documentation in accordance with 24 CFR 570.502. 2 CFR 200.403(g), and 2 CFR 200.302 to CITY to determine cost eligibility and allowance.

3.4.1. All amounts requested by SUBRECIPIENT shall conform to the restrictions of 24 CFR 570.502 and the requirements set forth in **Exhibit "B"** attached hereto and incorporated by reference and entitled Invoicing and Budget Detail.

3.5. **Term.** The term of this Agreement shall begin upon execution of this agreement by all parties and end December 31, 2021. To the extent required by law, the term of this agreement will continue until all monitoring and post-monitoring requirements have been fulfilled and any other program requirements as required under the CDBG program.

4. **SUBRECIPIENT'S OBLIGATIONS.** In addition to the terms stated herein, SUBRECIPIENT shall comply with the following Federal and State laws and regulations:

4.1. **Laws and Regulations.**

4.1.1. **Federal.** SUBRECIPIENT shall obey the Act, any amendments, Federal regulations and guidelines now or hereafter enacted pursuant to the Act, terms of the Grant to CITY now or hereafter in effect, and CITY's regulations now or hereafter enacted to facilitate administration of the Grant, or any other statute, regulation, or guideline applicable to the Program. SUBRECIPIENT shall become familiar with the appropriate statues, regulations, and guidelines governing the Grant program.

4.1.2. **California.** SUBRECIPIENT shall comply with all provisions of California law applicable to this Agreement.

4.1.3. **Independent Contractor.** SUBRECIPIENT understands and agrees that it is an "independent contractor" with respect to the services to be performed under this Agreement. SUBRECIPIENT is not an agent or employee of CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance. This shall not be construed as forming a partnership or

any other association with SUBRECIPIENT other than that of an independent contractor.

4.1.4. **Indemnification**. SUBRECIPIENT shall indemnify, defend, and hold harmless CITY, its officers, agents, and employees and HUD against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by SUBRECIPIENT, SUBRECIPIENT's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

4.1.5. **Insurance.** In addition to any other insurance or bond required under this Agreement, SUBRECIPIENT shall procure and maintain for the duration of this Agreement the following types and limits of insurance ("basic insurance requirements" herein):

4.1.5.1. **Automobile liability insurance**, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall:

4.1.5.1.1. Provide coverage for owned, non-owned and hired autos.

4.1.5.2. **Broad form commercial general liability insurance**, unless otherwise approved by the CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall:

4.1.5.2.1. Provide contractual liability coverage for the terms of this Agreement.

4.1.5.2.2. Provide products and completed operations coverage.

4.1.5.2.3. Contain an additional insured endorsement in favor of CITY, its mayor, council, officers, agents, employees and volunteers.

4.1.5.2.4. All policies shall be written on a first-dollar coverage basis, or contain a deductible provision. Subject to advance approval by the CITY, 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.

4.1.5.3. **Workers' compensation insurance** with statutory limits and employer's liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall contain a waiver of subrogation in favor of CITY, its mayor, council, officers, agents, employees and designated volunteers.

4.1.5.4. Except for professional liability, all policies required of SUBRECIPIENT shall be primary insurance as to CITY, its mayor, council, officers, agents, employees or designated volunteers, and any insurance or self-insurance maintained by CITY shall be excess of SUBRECIPIENT's insurance and shall not contribute with it.

4.1.5.5. Except for workers' compensation, insurance is to be placed with insurers with a Bests' rating as approved by CITY's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insurance retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Bests' A-:VII, must be declared prior to execution of this Agreement and approved by CITY in writing.

4.1.5.6. Unless otherwise approved by CITY's Risk Manager, all policies shall contain an endorsement providing CITY with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy. Copies of policies shall be delivered to CITY on demand.

4.1.5.7. The insurance required hereunder shall be maintained at all times during the term of this Agreement or any extension thereof.

4.1.5.8. SUBRECIPIENT shall furnish CITY's Risk Manager with a certificate of insurance and required endorsements evidencing the insurance required. The CITY may withdraw its offer of contract or cancel this contract if certificates of insurance and endorsements required have not been provided prior to the execution of this Agreement.

4.1.5.9. Full compensation for all premiums which the SUBRECIPIENT is required to pay on all the insurance described herein shall be considered as included in the prices paid for the various items of work to be performed under the

Agreement, and no additional allowance will be made therefore or for additional premiums which may be required by extensions of the policies of insurance.

4.1.5.10. It is further understood and agreed by SUBRECIPIENT that its liability to CITY shall not in any way be limited to or affected by the amount of insurance obtained and carried by SUBRECIPIENT in connection with this Agreement.

4.1.5.11. Unless otherwise approved by CITY, if any part of the work under this Agreement is subcontracted, the "basic insurance requirements" set forth above shall be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for SUBRECIPIENT.

5. ADMINISTRATIVE REQUIREMENTS.

5.1. Uniform Requirements.

5.1.1. SUBRECIPIENT agrees to comply with all applicable components of 2 CFR 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as enumerated in 24 CFR 570.502.*

5.2. Financial Management.

5.2.1. Accounting Standards. SUBRECIPIENT agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

5.2.2. Cost Principles. SUBRECIPIENT shall administer its program in conformance with 2 CFR Subpart E, "Cost Principles."

5.2.3. Documentation and Record Keeping.

5.2.3.1. Records to be Maintained. SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records include, but are not limited to:

5.2.3.1.1. Records providing a full description of each activity undertaken, including documentation of small businesses assisted, services provided, and eligibility for participation in the program;

5.2.3.1.2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

5.2.3.1.3. Records required to determine the eligibility of activities;

5.2.3.1.4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with Grant assistance;

5.2.3.1.5. Records documenting compliance with the fair housing and equal opportunity components of the Grant program;

5.2.3.1.6. Financial records as required by 24 CFR 570.502 and 2 CFR Subpart D, E, and F; and

5.2.3.1.7. Other records necessary to document compliance with Subpart K of 24 CFR 570.

5.2.3.2. **Retention.** SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the expiration of the Future Use Restriction Period under this Agreement. Records for non-expendable property acquired with funds under this contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

5.2.3.3. **Job Creation/Retention Data.** SUBRECIPIENT shall maintain data demonstrating compliance with job creation/retention requirements for activities funding under this agreement. Such information shall include, but not be limited to, employee name, income level, and information collected for determining eligibility. SUBRECIPIENT shall also collect and maintain data regarding race, ethnicity, female head of household, and disability status. Such information shall be submitted to CITY or its designees for review on a quarterly basis using the attached Activity Beneficiary Report or alternative form approved by CITY, attached to this agreement as "**Exhibit C**".

5.2.3.4. **System for Award Management (SAM) registration.** SUBRECIPIENT must have an active registration with System of Award Management (SAM). To register with SAM, go to www.sam.gov to register. You must have a DUNS number prior to registering with SAM. Any contractors/service providers hired for the CDBG-CV programs must also have an active registration with SAM prior to

start or expenditure of funds. SUBRECIPIENT agrees to maintain an active registration throughout the term of this agreement.

5.2.3.5. Property Records. SUBRECIPIENT shall accept title to and be responsible for the maintenance and operation of the improvements made under this Agreement.

5.2.3.5.1. SUBRECIPIENT shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Part 570.503(b)(8) as applicable.

5.2.3.6. Close-Outs. SUBRECIPIENT's obligation to CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to CITY), reporting all beneficiary information and project milestones as needed to document a national objective has been met and the obligations of the sub recipient agreement has been completed, and determining the custodianship of records. Further, SUBRECIPIENT shall take all steps required in 2 CFR 200.343.

5.2.3.7. Audits and Inspections. All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to CITY, its designee or the Federal Government, at any time during normal business hours, as often as CITY deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by it. Failure of SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. SUBRECIPIENT hereby agrees to have an annual audit conducted in accordance with current CITY policies concerning subrecipient audits and, as applicable, 2 CFR 200, Subpart F.

5.3. Reports and Payment Procedures.

5.3.1. Program Income. SUBRECIPIENT shall report annually all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. All program income generated under this agreement, as defined in 24 CFR 570.500, shall be retained by SUBRECIPIENT and continue to be used to meet the objectives of the Program and be applied towards loan program support and maintenance as supported by this agreement.

5.3.2. **Indirect Costs.** If indirect costs are charged, SUBRECIPIENT will develop an indirect cost allocation plan for determining its appropriate share of administrative costs and shall submit such plan to CITY for approval, in a form specified by CITY.

5.3.3. **Progress Reports.** SUBRECIPIENT shall submit, on a quarterly basis, submit Progress Reports to CITY. Progress reports shall be in the form and content as required by CITY.

5.4. **Personnel and Participant Conditions**

5.4.1. **Non-discrimination Requirements.** Under any related agreements or contracts, SUBRECIPIENT shall provide that no person, on the grounds of race, color, national origin, religion, sex or physical handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with CDBG Program funds. In addition, CDBG Program funds must be made available in accordance with the following:

5.4.1.1. The requirements of the Fair Housing Act and implementing regulations at 24 CFR 100.

5.4.1.2. Executive Order 11063 (Equal Opportunity in Housing).

5.4.1.3. Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and Title VIII of the Civil Rights Act of 1968 (Public Law 90-284 nondiscrimination and fair housing on federally assisted programs).

5.4.2. **Rehabilitation Act of 1973 and Americans with Disabilities Act.** This Agreement is subject to the provisions of Section 503 and 504 of the Rehabilitation Act of 1973 (Public Law 930112), 29 USC 706, and attendant regulations at 24 CFR, Part 8, which provide that no otherwise qualified, disabled individual shall, solely by reason of his disability, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance. This Agreement is also subject to the Americans with Disabilities Act of 1990 (Public Law 101-336), as amended, 42 USC 12101, et. seq.; and, facilities operated by SUBRECIPIENT under this Agreement shall comply with Americans with Disabilities Act Accessibility Guidelines (ADAAG) 2010, under which SUBRECIPIENT will be monitored annually by CITY or designee to the extent required by law.

5.4.3. **Non-discrimination Because of Age.** This Agreement is subject to the Age Discrimination Act of 1975, as amended, (Title III of Public Law 94-135) and attendant Code of Federal Regulations at 48 CFR, Part 22, Subpart 22.9. That

Act sets forth that, except as otherwise provided, no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

5.4.4. Equal Employment Opportunity (Non-discrimination Clause). SUBRECIPIENT shall not discriminate against any employee, or applicant for employment, because of race, color, religion, sex, national origin, age, disability, or sexual orientation. SUBRECIPIENT shall take affirmative action to insure applicants for employment and employees are treated during employment, without regard to race, color, religion, sex, national origin, age, disability, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUBRECIPIENT shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by CITY or HUD setting forth the provisions of this nondiscrimination clause. SUBRECIPIENT shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, disability, or sexual orientation.

5.4.5. Women- and Minority-Owned Business Enterprises. SUBRECIPIENT agrees to abide by the requirements of Executive Orders 11625, 12432 and 12138, the HUD regulations issued pursuant thereto at 41 CFR Part 24, 41 CFR Subpart 1-1.13, and any applicable rules and orders of HUD. The foregoing require the maximum practicable opportunity to participate, in contracts funded in whole or in part with federal funds, be provided to women- and minority-owned business enterprises, as subcontractors and suppliers to contractors performing work, or rendering services as prime contractors or subcontractors, under federally-funded procurement contracts.

5.4.6. Affirmative Action for the Vietnam-Era Veterans. SUBRECIPIENT shall comply with 48 CFR, Chapter 1, Subpart 22.13 and shall take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based on disability or veteran's status in all employment practices such as employment, upgrading, demotion, transfer, recruitment, advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

5.4.7. Small Business Concerns. This Agreement is subject to the requirements of the Small Business Act (15 USC 631 et seq.), as amended, applicable HUD regulations at 48 CFR, Part 19, and any applicable rules and orders of HUD requiring aid, counseling, assistance, and protection, insofar as

possible, with, for, or of the interests of small-business concerns in order to preserve free competitive enterprise; and placement with small businesses of a fair proportion of the total federally-funded purchases and contracts for property and services.

5.4.7.1. SUBRECIPIENT shall implement the specific small-business policies herein below to further the goals of the Small Business Act:

5.4.8. **Equitable Opportunity.** SUBRECIPIENT shall give small businesses an equitable opportunity to compete for prime contracts and subcontracts. SUBRECIPIENT shall include the applicable "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" clause in all contracts in connection with this Activity in amounts which may exceed $10,000 except:

5.4.8.1. Contracts which are to be performed entirely outside the United States; and

5.4.8.2. Contracts for personal services.

5.4.8.3. Bidder mailing lists shall include established and potential qualified small-business concerns;

5.4.8.4. SUBRECIPIENT shall send invitations for bids, or request for proposals, to all firms on the appropriate mailing list which shall include an appropriate number of small businesses;

5.4.8.5. SUBRECIPIENT shall publicize proposed procurement and contract awards in accordance with these policies;

5.4.8.6. SUBRECIPIENT shall divide procurement of property and services into reasonably small lots (not less than economic production runs) to permit bidding on quantities less than the total requirements;

5.4.8.7. SUBRECIPIENT shall allow the maximum amount of time practical for preparation and submission of bid and proposals;

5.4.8.8. SUBRECIPIENT shall establish realistic delivery schedules to encourage small business participation;

5.4.8.9. SUBRECIPIENT shall furnish applicable specifications, plans, and drawings with invitations for bids and request for proposals or information as to locations where they may be obtained, or examined;

5.4.8.10. SUBRECIPIENT shall treat equal low bids in accordance with 48 CFR Subpart 14.408-1;

5.4.8.11. SUBRECIPIENT shall encourage subcontracting to enroll small businesses.

5.4.8.12. SUBRECIPIENT shall place small purchases (amounts under $25,000) with small businesses whenever appropriate;

5.4.8.13. SUBRECIPIENT shall refer small businesses seeking federal contracts, but lacking qualifications as contractors, to CITY and the Small Business Administration for assistance as may be appropriate;

5.4.8.14. SUBRECIPIENT shall refer offers from small business concerns otherwise qualified, to perform specific federal contracts but ineligible under Walsh-Healey Public Contract Acts, to City and Small Business Administration for possible certification of eligibility to receive and perform the contract;

5.4.8.15. To the extent practicable, SUBRECIPIENT shall place work to be performed, which exceeds the maximum amount of any contract for which a surety may be guaranteed against loss, so that more than one small-business concern may perform the work; and

5.4.8.16. The Small Business Administration may certify a small business, otherwise qualified to receive and perform specific federal contracts but determined to be non-responsible, to be competent under the provisions of the Small Business Act.

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

5.4.9.1. Except with respect to the rehabilitation of residential property designed for residential use for less than eight families, SUBRECIPIENT, and all contractors engaged under contracts in excess of $2,000 for the construction, alteration, and/or repair of any building or work financed in whole or in part with Federal funds provided under this Agreement, shall comply with HUD requirements pertaining to such contracts and the applicable requirements of the regulations

of the Department of Labor under 29 CFR parts 3, 5, and 5.5a, governing the payment of wages and the ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve SUBRECIPIENT of its obligation, if any, to require payment of higher rates. SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, the clause, or any modification thereof, set out in 29 CFR parts 3, 5, and 5.5a. SUBRECIPIENT shall comply with the procedures set out in the HUD handbook 1344.1, "Federal Labor Standards Compliance in Housing and Community Development Programs" (as amended).

5.4.9.2. SUBRECIPIENT shall make no awards of contracts under this Agreement to any contractor ineligible under any applicable regulations of the Department of Labor.

5.4.10. Use of Grant Funds for Religious Purpose. SUBRECIPIENT shall permit no CDBG funds to be expended for the design, construction, operation, or maintenance of any facility to be used for sectarian instruction or as a place for religious worship, except in situations where such use is incidental and does not favor one religious group over another, as further described at 24 CFR 570.200(j).

5.4.11. Prohibited Interest of Officials and Employees. No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from it. No member, officer or employee of SUBRECIPIENT, or its designees or agents, no member of CITY's Council or any other public official who exercises any functions or responsibilities with respect to the CDBG Program during their tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Agreement and the requirements of Executive Order 11246 and the regulations issued under the Order at 41 CFR 60 .

5.4.12. Political Activity. SUBRECIPIENT shall expend no Grant funds to finance any political activity in contravention of the Hatch Act (Chapter 15 of Title 5 of the United States Code).

5.4.13. Lobbying. SUBRECIPIENT certifies, to the best of its knowledge and belief, no Federally-appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

5.4.13.1. If funds, other than Federally-appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

5.4.13.2. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. Any person who fails to abide the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

5.4.14. <u>Drug-Free Workplace Act of 1988</u>. SUBRECIPIENT, in executing this, certifies that it and any of its agents or subcontractors will maintain a drug-free workplace in accordance with the requirements of 24 CFR Part 24, Subpart F. The undersigned certifies, to the best of his or her knowledge and belief, that: Corporation, will continue to provide a drug-free workplace at all facilities used to implement the Scope of Work by meeting all standards and requirements of the Code of Federal Regulations, Part 24, Subpart F as follows:

5.4.14.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

5.4.14.2. Establishing an ongoing drug-free awareness program to inform employees about: (a)The dangers of drug abuse in the workplace; (b)The grantee's policy of maintaining a drug-free workplace; (c)Any available drug counseling, rehabilitation, and employee assistance programs; and(d)The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

5.4.14.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by section 5.4.14.1;

5.4.14.4. Notifying the employee in the statement required by section 5.4.14.1 that, as a condition of employment under the grant, the employee will abide by the terms of the statement and notify the employer in writing of his or

her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5.4.14.5. Notifying the agency in writing, within ten calendar days after receiving notice under section 5.4.14.4 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

5.4.14.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted: (a)Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (b)Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

5.5. <u>Environmental Conditions</u>.

5.5.1. <u>Environmental Considerations</u>. CITY and SUBRECIPIENT want to assure that the policies of the National Environmental Policy Act of 1969 (NEPA), as amended, and the California Environmental Quality Act of 1970 (CEQA), as amended, are most effectively implemented, CITY shall comply with HUD Environmental Review Procedures (24 CFR Part 58) leading to certification of release of funds for particular projects, and the CEQA review procedures (Title 14, Section 15000 et. seq. of the California Administrative Code) in connection with this Project as rapidly as possible. Project delay occasioned by delay in obtaining HUD approval or in the CEQA review procedures shall extend the estimated work completion time frame.

5.5.2. <u>Clean Air and Water Acts</u>. This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., Executive Order 11738, dated September 10, 1973, and the regulations of the Environmental Protection Agency at 40 CFR Part 15, as amended.

5.5.2.1. SUBRECIPIENT shall cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt (exceed $100,000, or involve a facility the subject of a conviction under the Clean Air Act, or the Federal Waste Pollution Control Act, and listed by the Environmental Protection

Agency, or not otherwise exempt) transaction, the clause set out in 48 CFR 52.223-2.

5.5.2.2. SUBRECIPIENT shall also cause or require to be inserted in full, the certification set forth in 48 CFR 52.223-1, in each solicitation and resulting contract and contracts it awards without a solicitation.

5.5.2.3. SUBRECIPIENT shall not use any funds under this Agreement for a facility which has a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

5.5.3. Relocation Assistance and Acquisition Policies. This Agreement is subject to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601), and the HUD implementing regulations.

5.5.4. Architectural Barriers Act of 1968. This Agreement is subject to the requirements of the Architectural Barriers Act of 1968, as amended (42 USC 4151, et. seq.) and its regulations (41 CFR Subpart 101-19.6).

5.5.5. Historic Preservation. SUBRECIPIENT shall take into account the effect of the Project on any corporation, site, building, structure or object listed in or found by the Secretary of Interior, pursuant to 36 CFR 800, to be eligible for inclusion by the National Park Service. SUBRECIPIENT shall eliminate or minimize any adverse impact on a historic property. Activities affecting such properties must comply with Section 106 of the National Historic Preservation Act of 1966 (16 USC 470f), P.L. 89-665, Executive Order 11593, May 13, 1971, the Preservation of Archaeological and Historical Data Act of 1960 (16 USC 469a-1, et. seq.), the Archaeological and Historic Preservation Act of 1974 (P.L. 93-291), and their implementing regulations.

5.6. Reversion of Assets. Upon expiration the subrecipient shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

6. CITY's OBLIGATIONS.

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

7. CITY'S REMEDIES. If SUBRECIPIENT fails to materially comply with the terms of this Agreement, CITY, at its option, may suspend or terminate this Agreement and may demand SUBRECIPIENT return all funds granted to SUBRECIPIENT pursuant to

this Agreement. 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 made the remedies incompatible.

7.1. Concurrent Remedy. No right or remedy herein conferred on or reserved to CITY is exclusive of any other right or remedy herein or by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

8. MISCELLANEOUS.

8.1. No Waiver of Default. The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

8.2. 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.

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

8.4. 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.

8.5. 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.

8.6. Suspension and Termination. Any remedies taken by CITY for noncompliance on part of SUBRECIPIENT and, termination to the extent allowed by law shall follow 2 CFR 200.338-342 as enumerated.

8.7. Termination of Agreement. CITY reserves the right to terminate this AGREEMENT upon giving SUBRECIPIENT notice of intention to terminate at least 30 days prior to the effective date of the termination. CITY shall only convey to SUBRECIPIENT funds for work done prior to the effective date of termination. This Agreement may be terminated by any party upon 30 days written notice, served by mail or personal service, to all other parties.

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

If directed to CITY, addressed to:

Economic & Community Development Department
City of Bakersfield
1715 Chester Avenue
Bakersfield, CA 93301

If directed to SUBRECIPIENT, addressed to:

Access Plus Capital
Tate Hill, Executive Director
1920 Mariposa Mall, Suite 111
Fresno, California, 93721

8.9. Execution. This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

8.10. 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.

8.11. Negation of Partnership. CITY shall not become or be deemed a partner or a joint venture with SUBRECIPIENT or associate in any such relationship with SUBRECIPIENT by reason of the provisions of this Agreement. SUBRECIPIENT shall not for any purpose be considered an agent, officer or employee of CITY.

8.12. Conflicts of Interest. SUBRECIPIENT stipulates that corporately, or individually, the firm, its employees and sub-consultants have no financial interest in either the success or failure of any project which is dependent upon the result of the work prepared pursuant to this Agreement and funds provided for herein (California Government Code Section 1090).

8.13. Tax Numbers.

" SUBRECIPIENT 's" Federal Tax Identification No. 26-1177785.

" SUBRECIPIENT " is a corporation? Yes X No _____.
(Please check one.)

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

"CITY"

CITY OF BAKERSFIELD

By: _____

KAREN K. GOH
Mayor

"SUBRECIPIENT"

FRESNO COMMUNITY DEVELOPMENT FINANCIAL INSTITUION

By: Tate Hill

TATE HILL
Fresno Community Development Financial Institution
Executive Director

APPROVED AS TO FORM:

VIRGINIA GENNARO
City Attorney

By: Christina J Olson For

JOSHUA H. RUDNICK
Deputy City Attorney II

APPROVED AS TO CONTENT:

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

By: _____

CHRISTOPHER BOYE
Development Services Director

COUNTERSIGNED:

By: _____

RANDY MCKEEGAN
Finance Director

EXHIBIT "A"

Community Development Block Grant
CARES ACT (CDBG-CV)
Fresno Community Development Financial Institution

Scope of Work

Purpose

Fresno Community Development Financial Institution, DBA Access Plus Capital (APC), is a 501 (c)(3) nonprofit corporation located in Fresno, CA with a second community center located at 2100 H Street, Bakersfield, California, provides a variety capital and related services to support small businesses, with a focus on serving underserved communities, including female, low-income, and minority entrepreneurs. Their service territory covers the fourteen counties which makeup the San Joaquin Valley. The current COVID-19 pandemic has led to increased demand for services and support to small businesses as the reduction in economic activity has greatly impacted their operations. Further, capital resources are greatly needed to assist small businesses. These funds would help meet this increased need caused by the hardships associated with COVID-19.

Description

Access Plus Capital will receive up to $2,090,000.00 in CARES - Community Development Block Grant (CDBG-CV) funds to provide loans ranging from $5,000 to $50,000 to assist small businesses. Loans shall be made to help small businesses impacted by COVID-19 cover operation cost, staffing, capital costs, and other eligible operational expenses. Additionally, APC is requesting these funds to help with direct delivery costs, including staff time for the program and service/underwriting fees for loans administered through this program.

APC shall submit documentation of expenses to be reimbursed at time payment is requested under this agreement. A certification that all financial obligations are met and services are being provided to CDBG eligible small businesses shall be signed and submitted with each payment request.

Activity reporting specifying the number of jobs created /retained during the grant period from the approved agreement date will be submitted using information in **Exhibit "C"**. Additionally, a narrative describing how COVID-19 related expenses were used to assist the community during this epidemic will also be requested. City staff may request periodic updates as needed.

Time Frame

Activity	Estimated Completion
City Council Approves Contract	January 2021
First Quarterly Report Due	March 2021
Second Quarterly Report Due	June 2021
Third Quarterly Report Due	September 2021
All Covered Activity Completed	December 2021
Final Billing and Beneficiary Reporting	January 2022

All funds granted to Access Plus Capital shall be completely expended within the term of the Agreement, which is set for December 31, 2021.

Budget

Item/Service	Cost
Loan Administration	$57,500
Loan Packaging Fees Fee Per Loan: 2.5% of the loan's principal	$47,916
Loan Servicing Fees Fee Per Loan: 2.5% post-loan support	$47,916
Marketing	$7,178
Loan Funds	$1,916,650
Indirect Cost (8% of Direct Cost) – 8% of Loan Admin. Loan Servicing, and marketing	$12,840
TOTAL	$2,090,000

Tasks to Be Performed:

Funding under this agreement shall be dedicated to the delivery of program requirements under the CARES - Community Development Block Grant funding in order to provide support for small businesses as they navigate and recover from the impacts of Coronavirus. Programs include the following services:

- Marketing: SUBRECIPIENT shall market the programs availability in order to recruit eligible businesses who are in need of financial support. SUBRECIPIENT agrees to work with partners in the community, including but not limited to, Kern Women's Business Center, local chamber of commerce' organizations, the Downtown Business Association, and other organizations representing community entities which may be in need of the financial services offered under this program. Marketing material shall be distributed

in English, Spanish, and Punjabi to ensure program components are accessible to participants with limited English proficiency.

- Client Intake: SUBRECIPIENT shall accept applications from qualified businesses. Applications will be accepted through an online portal which will be setup, operated, and maintained by the SUBRECIPIENT. After the application window is closed, SUBRECIPIENT will decipher whether or not clients meet the required parameters as established under the CARES - Community Development Block Grant Program. Businesses deemed eligible to participate in the program will submit a job creation/retention and CDBG qualification form, in substantial form of **Exhibit "D"**. Said forms will be submitted to CITY as proof of the applicant's eligibility. All clients assisted under this agreement shall complete a Duplication of Benefits Certification for CDBG-CV Funds attached hereto at **Exhibit "E"**.

- Award Process: SUBRECIPIENT shall review applications with the City of Bakersfield to confirm applicant eligibility, including confirmation that applicant business licenses are active within the City of Bakersfield. Once verified, eligible applicants will receive an award notification via telephone or email with loan instructions.

- Loan to Grant Servicing: SUBRECIPIENT will continue to monitor funding recipients to ensure that funded are needed to retain jobs, funds are used for their intended and required uses, and all payments as required under the agreement are made in a timely manner to the SUBRECIPIENT.

- Initial Reporting and Follow-up: Companies who receive funding under this program will be included in an initial report which is submitted to CITY on as described in **Exhibit "C"**. Businesses receiving assistance shall complete and submit an eligibility form in substantial form of **Exhibit "D"**. After all awards are distributed, SUBRECIPIENT will continue to monitor loans and ensure the all payments, as required, are being made within the parameters of their approved loan. All clients assisted under this agreement shall complete a Duplication of Benefits Certification for CDBG-CV Funds attached hereto at **Exhibit "E"**.

Program Components:

- *Loan Structure*: Funding shall be allocated as a loan to grant program which requires twelve months of interest only payments and provides principal forgiveness if the recipient continues to operate and maintains staffing levels as demonstrated at inception. The average loan is estimated to be approximately $20,000. In total, approximately 105 loans are estimated to originate from this program. A minimum of 60 jobs will be retained by business recipients who receive funding under the program. It is estimated that the program may help businesses retain up to 240 jobs during the grant period.

- *Loan Components*: Loans administered under this program will fall into the following criteria:
    - Grant/Loan amounts range from $5,000 to $50,000.
    - Grant/Loan amounts calculated at $2,500 per employee.
    - Interest only payments for the first twelve months at an interest rate of 3%, fixed rate.
    - No Origination fee and no application fee will be required for loan applications.
    - Loans will convert to forgivable grants if a business can demonstrate they are still in operation after twelve months with employee validation & business license.
    - Loan proceeds can be used for working capital and may go toward business expenses, such as: Payroll costs, including costs for employee vacation, parental, family, medical, and sick leave, employee related insurance, rent, inventory, supplies/materials, utilities, professional services, and more.
    - Loans recipients will be encouraged to pay SUBRECIPIENT monthly, either on the 1st or 10th. Payments are due on the 1st of each month with a 10-day grace period after which a late fee is charged as follows: the lessor of 5% (< $500 payment) of the payment or $25 (> $500 payment). Clients that do not make payment by the 10th of the month will be given a courtesy reminder for their payment via phone or email. Loan recipients will also be offered technical assistance to help determine cash flow issues which can be provided in-house or by outside consultants.

- *Eligible Applicants/Participants*: The following parameters will be applied to applicants applying for the program:
    - Applicant must be a for-profit Business physically located and operating in the City of Bakersfield.
    - Funds are limited to (1) loan per business entity.
    - Applicant (Business) must have a current and valid City of Bakersfield Business License, and demonstrate that business has been operating for a minimum of one year.
    - Annual revenues should not exceed $2,000,000.
    - Applicant (Business) must have 25 or fewer employees.
    - Applicant (Business) must have been negatively impacted by the COVID-19 pandemic and must be able to document a financial impact.
    - Lending/Mortgage, Gambling, Not-for profit, Adult Entertainment, Pyramid and Religious Establishments will not be eligible to apply.
    - Applicants must be an operating business, not a passive real estate entity.
    - Applicants (Business) must have no outstanding state or federal tax liens.

- In general, an applicant must have spent all funds received from government sources, private insurance, assistance, and any other sources for the intended purpose(s), and must still have an unmet need before he or she qualifies for CDBG-CV funds. Additionally, CDBG-CV applicants must verify that no other state/federal funding is available to meet these needs in order to avoid duplication.
- Applicant will make small good faith repayment over the first year of the loan that will include interest. If the applicant meets repayment, other Bakersfield Business License requirements, and other programmatic guidelines, the loan will then convert to a grant.

- Application Process: SUBRECIPIENT will utilize the following structure in facilitating the application process:

  - *Online Application*: Applicants will submit an online application, and include the following documents: Online application that meets HUD requirements – BMI System, driver's license, business license – must be in business for 2 years, IRS W-9 Form, voided check or deposit information, and the required CDBG job survey.
  - *Review Process*: SUBRECIPIENT will screen/approve all online applications, including a review of the following items: Credit review and internal approval, COVID health emergency validation, job creation/job retention validation, bankruptcies/federal/state tax lien validation, low-income individual validation, and government funding validation.
  - *Underwriting Requirements*: SUBRECIPIENT will perform an underwriting review for each application that is submitted for funding. Review will include a review of applicants BMI application – applicant validation, review of COVID questionnaire to determine effect the health emergency has had on the business, validate job creation/job retention requirement is met (Job survey is required at application submission), run credit report to verify no current state liens, federal tax liens or bankruptcies – complete search on applicant on Lexis Nexis, review low-moderate income guidelines & validate business is eligible, review driver's license to validate age of individual & address, validate applicant hasn't received any government COVID related funding, and review application questions. Underwriting reviews will meet the requirements of 24 CFR 570 Appendix A.
  - *Funding Disbursement*: Funds will be disbursed using SUBRECIPIENT's existing system. Steps to be taken include the following: Batch report sent to EOC Finance Department, IRS W-9 & depository information sent to EOC Finance Department, ACH sent to recipient's depository institution, reimbursement request with supporting documents sent to City of Bakersfield.

EXHIBIT "B"

INVOICING AND BUDGET DETAIL

1. <u>INVOICE PACKAGES.</u>

1.1 No disbursement under this Agreement will be made except (a) after receipt of an acceptable "Corporation Payment Request" duly executed by or on behalf of the Corporation. The Corporation must execute all Payment Request forms. A completed Corporation Payment Request form must accompany all invoice packages. All invoice packages shall be submitted to City's Economic and Community Development Department and in the minimum amount of $5,000.00 except for the final funding draw invoice. The address for submittal is:

Economic and Community Development Department
City of Bakersfield
1715 Chester Avenue, 2nd Floor
Bakersfield, CA 93301

1.2 Payment of any invoice shall be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice. Invoices received by City that are not consistent with the approved format will be cause for an invoice to be disputed. In the event of an invoice dispute, City will notify the Corporation by initiating an "Invoice Dispute Notification" form. Payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided above may result in return of the invoice to the Corporation. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. All invoices must be approved by City.

1.3 Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, rules, or regulations.

1.4 Corporation shall provide proof of payment to City for each invoice submitted for payment under this Grant. If the Corporation is not able to demonstrate proof of payment, City, at its discretion, may not issue a check.

1.5 The invoice shall contain the following information:

1.5.1 The word "INVOICE" and a sequential invoice number should appear in a prominent location at the top of the page(s);

1.5.2 Printed name of the service provider or contractor, along with business address, including P.O. Box, City, State, and Zip Code and Telephone Number;

1.5.3 Printed name of the Corporation, along with business address, including P.O. Box, City, State, and Zip Code and Telephone Number;

1.5.4 The date of the invoice along with the number of the Agreement upon which the invoice is based;

1.5.5 All subcontractor invoices must be listed on the invoice; a copy of the subcontractor invoice should be attached to the service provider/contractors invoice; and,

1.5.6 A brief description of the work performed, including dates of performance and the name or initials of the person performing the work;

1.5.7 The method of computing the amount due. Invoices must be itemized based on the tasks specified in the Agreement.

1.5.8 The total amount due; this should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Corporation under the terms of this Agreement; and,

1.5.9 The invoice shall include a calculation of CDBG-eligible programs and activities as a percentage of all programs and activities provided. Only the CDBG-eligible share of costs is qualified for reimbursement under this agreement.

1.6 The following items will ***not*** be allowed:

1.6.1 Late fees, Gambling Debts, Debts of Board Members, Invoices for which no dollar amount due on payments shows on the invoice, submissions of payment requests which do not balance, donations, Bingo game expenses, and expenses related to raffles and any other game of chance.

1.6.2 Proof of payment must be provided with invoice and Corporation payment request. Proof of payment may be a copy of an issued or cancelled check or copy of credit card payment.

1.6.3 Identifying information about Corporation employees or volunteers other than employee or volunteer names. Information such as Social Security numbers and addresses of employees or volunteers should not be included.

1.7 Original signature and date (in ink) of Corporation or its authorized representative on the Corporation Payment Request.

1.8 Final invoice shall be clearly marked 'FINAL INVOICE' and be submitted along with supporting documentation within the time as designated within the terms of the agreement.

PAYMENT REQUEST

Grant Funding:	Encircle grant type	**CDBG-CV**

Grant Agreement No.	Purchase Order No.	Payment No.

To: City of Bakersfield
Attn: Economic and Community Development Department
Address: 1715 Chester Ave., 2nd Floor
Bakersfield, CA 93301

From: Corporation _____

Mailing Address: _____

Grant Agreement Award Amount: $_____

Reimbursement Requested $_____

Program Income from CDBG-CV $_____

I have reviewed and certify the allowable costs associated with this payment request reimbursement submittal were paid for with available funding and any match requirements have been met. In addition, I certify that all financial obligations are met and services are being provided to intended clients.

_____ _____
Corporation Representative Date

_____
Corporation Representative Name (Printed)

PAYMENT REQUEST
DISPUTE NOTIFICATION FORM

Name of Corporation:

_____

Address of Corporation:

_____

_____

_____

Date Payment Request Received: _____

Date Payment Request Declined: _____

Reason for Decline/Dispute:

_____

_____

_____

_____

Reviewed By: _____

Title: _____

Dated: _____

Exhibit "C"

QUARTERLY BENEFICIARY ACTIVITY REPORT

Subrecipient: _____

Reporting Period: _____

Number of Small Businesses Employees and Microenterprise Owners/Employees Who Are:

	Total Number Assisted	1 Extremely Low Income (30% of Median)	2 Very Low Income (50% of Median)	3 Low Income (80% of Median)	Persons with Disability	Female Head-of-Household	Limited English Proficiency
Total Number of Individuals							

Number of businesses and microenterprises assisted that received technical assistance provided by Mission Community Service: _____

How many loan recipients were microenterprises? _____

How many LMI jobs were retained or created? _____ Total FTE of job hours: _____

RACE/ETHNICTY					
	Total Number Assisted (unduplicated)	Hispanic or Latino (duplicated)		Total Number Assisted (unduplicated)	Hispanic or Latino (duplicated)
White			American Indian or Alaskan Native *AND* White		
Black or African American			Asian *AND* White		
Asian			Black or African American *AND* White		
American Indian or Alaskan Native			American Indian or Alaskan Native *AND* Black or African American		
Native Hawaiian or Other Pacific Islander			Balance of individuals reporting more than one race		

Jobs Reporting Guidance

JOB RETENTION
The business must be able to provide specific evidence that the job(s) would be lost without the assistance:

If the retained job is held by a low- or moderate-income individual, the following information must be documented:

- A listing by job title of permanent jobs retained
- The jobs that are known to be held by LMI persons at the time of assistance
- The full-time equivalency status of each job
- Annual income of the individual whose job is being retained (additional documentation guidance is provided below). All jobs reported under this agreement shall assume the positions being retained or created are a one-member household

For retained jobs that are projected to turn over to low- or moderate-income individuals:

- A listing of the retained jobs that are projected to become available within two years of assistance
- The basis of the determination that the job is likely to turnover within two years of assistance
- The actual turnover date
- The name and income status of the person who filled the vacancy
- If the person who took the job was not a low- or moderate-income person, records to demonstrate that the job was made available to low- or moderate-income persons
    - The name of person interviewed for the job and the date of the interview
    - The income status of the person(s) interviewed
    - Information on the annual income of each LMI person hired

Retained jobs that are expected to turn over and be made available to low- or moderate-income individuals can only be considered to be made available when:

- Special skills that can only be acquired with substantial training or work experience beyond high school are not a prerequisite for the job (or the business agrees to hire unqualified persons and provide training at the onset of the job search), and
- The business takes actions to ensure that low- or moderate-income individuals receive first consideration for filling such jobs

JOB CREATION
If the created job is held by a low- or moderate-income individual, the following information must be documented:

- Listing by job title of the jobs created
- Listing by job title of the jobs filled
- The name and income status of the person who filled each position
- The full-time equivalency status of the jobs.

For created jobs that will be made available to low- or moderate-income individuals but are not taken by low- or moderate-income individuals:

- The title and description of the jobs made available
- The full-time equivalency status of the job
- The prerequisites for the job; special skills or education required for the job, if any; and the business commitment to provide needed training for such jobs
- A business can demonstrate that first consideration was given to low or moderate-income persons for the job by keeping a record of the name(s) of person(s) interviewed for the job, the date of the interview(s), and the income status of the person(s) interviewed

Created jobs can only be considered to be made available to low- or moderate-income individuals when:

- Special skills that can only be acquired with substantial training or work experience beyond high school are not a prerequisite for the job (or the business agrees to hire unqualified persons and provide training at the onset of the job search), and
- The business takes actions to ensure that low- or moderate-income individuals receive first consideration for filling such jobs

Written agreement of each assisted business must include:

- Evidence that the jobs would be lost absent CDBG assistance.
- A listing by job title of permanent jobs retained, indicating which of those jobs are part-time and which are held by LMI persons.
- Where applicable, identification of any of the retained jobs (other than those held by LMI persons) which are projected to become available to LMI persons through job turnover within two years.
- For each retained job held by a LMI person, information on the annual income of the employee, or evidence the person is presumed LMI based on the business location or the person's residence. For the purpose of the CDBG-CV, all jobs created or retained are to be reported as income for a household of one.
- For jobs claimed to be available to LMI persons based on job turnover: a description covering the items required for "available to" jobs; and a listing of each job that has turned over to date, indicating which of those jobs were either taken by, or made available to LMI persons.

EXHIBIT "D"

Small Business Client Reporting Form/Job Survey

Business Owner Certification	
Business Name:	
Fictitious Business Name:	
Address:	
Phone Number:	
Email:	
Applicant's Name (please print):	
Household Size:	
Are you an income qualified household? Yes ☐ No ☐	

Number of Persons in Family	30% Median	50% Median	80% Median
1	$14,700	$24,500	**$39,150**
2	$16,800	$28,000	**$44,750**
3	$18,900	$31,500	**$50,350**
4	$20,950	$34,950	**$55,900**
5	$22,650	$37,750	**$60,400**
6	$24,350	$40,550	**$64,850**
7	$26,000	$43,350	**$69,350**
8	$27,700	$46,150	**$73,800**

Does your loan request include retained or new jobs? Yes ☐ No ☐
If No, go to section B.

Section A: Low-Moderate Income Employees Retained or Hired

	Provide documentation of employees retained or employees hired to assist the business in preventing, preparing for, or responding to the coronavirus pandemic.			
	Position/Title	**Years with Business**	**Fired? Yes/No**	**Hours Cut, Furloughed, or Increased?**
Emp. 1:				
Emp. 2:				
Emp. 3:				
Emp. 4:				
Emp. 5:				
	Provide Documentation of increased employment by low-moderate income individuals (new hires or increased hours) or job retained. Documentation may include: Proof of unemployment insurance dated after January 21, 2020 or Certified payrolls			

List the annual income for each employee.

	Employee Name	**Full-time or Part-time**	**Income**

Emp. 1:			
Emp. 2:			
Emp. 3:			
Emp. 4:			
Emp. 5:			

Provide Documentation of each employees Low-Moderate Income eligibility.

Demographics (For each employee hired or retained):

Race (White; Black or African American; Asian; American Indian or Alaskan Native; Native Hawaiian or Other Pacific Islander)	
Hispanic	Yes ☐ No ☐
Female Head of Household?	Yes ☐ No ☐
Gender (F or M)	
A Person with Disability	Yes ☐ No ☐
Limited English Proficiency	Yes ☐ No ☐
Type of Job Retained/Created: (Officials and Managers; Professional; Technicians; Sales; Office and Clerical; Craft Worker (Skilled); Operatives (Semi-skilled); Laborers (Unskilled); Service Workers	
Does employer have sponsored Health care benefits?	Yes ☐ No ☐
For jobs created, was the employee unemployed prior to taking this position?	Yes ☐ No ☐

Section B: Business Demographics/Information:

Business License Number:	
Issue Date:	
Federal Employer Identification Number:	
Duns and Bradsheet Number:	
How long has the applicant owned/operated this business?	
Number of employees, including owner.	
Full Time	
Part Time	
Total	
Race (White; Black or African American; Asian; American Indian	

	or Alaskan Native; Native Hawaiian or Other Pacific Islander)	
	Hispanic?	Yes ☐ No ☐
	Female Head of Household?	Yes ☐ No ☐
	Gender (F or M)	
	A Person with Disability	Yes ☐ No ☐
	Limited English Proficiency	Yes ☐ No ☐

Use of CARES Act funds must be used to prevent, prepare for, or respond to the coronavirus pandemic. Please describe how your business been negatively impacted by the state or local emergency "Shelter in Place" orders and social distancing requirements and certify the business eligibility.

- Profit loss of 25% or more?
- Temporary Closure
- Layoffs/Retention of employees?
- Payroll limitations?
- Need to purchase specialized equipment or supplies?
- Other (provide a detailed description):

_____
_____
_____
_____
_____
_____

I affirm under penalty of perjury that this income self-certification is true and correct to the best of my knowledge.

Signature of applicant: _____

Print applicant's name: _____ Date: _____

Exhibit "E"

Duplication of Benefits Certification for CDBG-CV funds

A duplication of benefits occurs when a person, household, business, government, or other entity receives financial assistance from multiple sources for the same purpose, and the total assistance received for that purpose is more than the total need for assistance. Duplication of benefits occurs when Federal financial assistance is provided to a person or entity through a program to address losses and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs.

The CARES Act requires HUD to ensure that there are adequate procedures in place to prevent any duplication of benefits as required by section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 42 U.S.C. 5121 et seq.) and all applicable Federal Register notices, including FR-6218-N-01.

HUD requires each grantee to have procedures in place to prevent the duplication of benefits when it provides financial assistance with CDBG-CV funds. Grant funds may not be used to pay for a cost if another source of financial assistance is available to pay for the same cost.

This certification must be completed by any subrecipient, individual or family, business, direct beneficiary, or other entity that receives assistance and serves to document compliance with the CARES Act requirement to ensure that there are adequate procedures in place to prevent any duplication of benefits as required by section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 42 U.S.C. 5121 et seq.) and all applicable Federal Register notices, including FR-6218-N-01.

I,

_____

(Name/title of business owner(s), sub grantee (Public Social Service Entity), sub recipient, direct beneficiary, other entity)

Hereby certify that:

A. The Community Development Block Grant-CV Funds, awarded to the City of Bakersfield through the Coronavirus Aid, Relief and Economic Security Act (CARES Act) does not duplicate/replace any other funds, and/or any funds from the following sources:

1. The Paycheck Protection Program
2. Unemployment compensation benefits
3. Insurance claims/proceeds
4. Federal Emergency Management Agency (FEMA) funds
5. Small Business Administration funds
6. Other Federal, State or local funding
7. Other nonprofit, private sector, or charitable funding.

B. Further, this executed certification serves to acknowledge that any subgrantee, subrecipient, individual or family, business, direct beneficiary, or other entity understands and agrees that the CDBG-CV funds must be repaid if it is determined that such assistance is determined to be duplicative.

_____

Signature Date
(Business owner(s), sub grantee (Public Social Service Entity), subrecipient, direct beneficiary, or other entity)

ADMINISTRATIVE REPORT

MEETING DATE: 1/20/2021 Consent – Agreements n.

TO: Honorable Mayor and City Council

FROM: Jacqui Kitchen, Assistant City Manager

DATE: 1/5/2021

WARD:

SUBJECT: CARES Emergency Solutions Grant Round 2 Agreements:

1. Flood Ministries Homeless Outreach Services Agreement for $253,532 in Emergency Solutions Grant – CARES Round 2 (Citywide)
2. Community Action Partnership of Kern Coordinated Entry System Support Agreement for $120,000 in Emergency Solutions Grant – CARES Round 2 (Citywide)
3. Kern County Superintendent of Schools Youth Rental Assistance Agreement for $58,400 in Emergency Solutions Grant – CARES Round 2 (Citywide)
4. Bakersfield Homeless Center Rapid Rehousing Agreement for $1,500,304 in Emergency Solutions Grant – CARES Round 2 (Citywide)
5. Mercy House COVID Related Operations at Brundage Lane Navigation Center Agreement for $761,214 in Emergency Solutions Grant – CARES Round 2 (Citywide)

STAFF RECOMMENDATION:

Staff recommends approval of the agreements.

BACKGROUND:

The Coronavirus Aid, Relief, and Economic Security (CARES) Act was created on March 27, 2020, to respond to the growing effects of this historic public health crisis. In response to COVID-19, the US Congress has authorized the US Department of Housing and Urban Development (HUD) to provide supplemental Emergency Solutions Grant (ESG-CV) funding to entitlement communities such as the City of Bakersfield. The City of Bakersfield has received two rounds of ESG-CV funding. The budget below outlines the use of the second round of ESG-CV funds (ESG-CV2).

On September 23, 2020, the City of Bakersfield was allocated $3,465,304 for the second round of ESG-CV funds to address impacts of the COVID-19 pandemic within the homeless community. On September 23, the City Council approved an amendment to the 2019-20 HUD Action Plan and appropriated $3,465,304 in ESG-CV2 funds for eligible Emergency Solutions Grant uses. Funds have already been received by the City and have an expenditure date of September 30, 2022.

Through collaboration with the Bakersfield Kern Regional Homeless Collaborative, homeless service providers,

and the City Manager's Office, staff developed a plan for ESG-CV2 funds as outlined in the table below. Project categories were selected based on urgent need, needs outlined in the 2020-25 Consolidated Plan and the Homeless and Housing Assistance Program (HHAP) Gaps Analysis conducted by the Bakersfield Kern Regional Homeless Collaborative. Following the table is a list of agreements recommended for approval. Both the plan and agreements are recommended for approval.

CARES Emergency Solutions Grant Projects – Round 2 (ESG-CV2)

Project/Use	Grantee	Description	Amount

Regional Planning	City of Bakersfield	Funds set aside to conduct regional planning with the Bakersfield Kern Regional Homeless Collaborative	$35,000.00
Admin	City of Bakersfield	City staff administration	$310,000.00
Homeless Outreach	Flood Ministries	Outreach services to support the City's Referral Network Program for BLNC	$253,532.00
Coordinated Entry Staff	Community Action Partnership of Kern	Additional staff to meet HMIS needs from an influx of calls for Coordinated Entry	$120,000.00
Dream Center -Youth Rental Assistance	Kern County Superintendent of Schools	Youth specific Rental Assistance and associated Landlord Incentives	$58,400.00
Rapid Rehousing	Bakersfield Homeless Center	Rental Assistance through Rapid Rehousing including associated case management and Landlord Incentives.	$1,500,304
Brundage Lane Navigation Center (BLNC) PPE and Cleaning (Department Level Agreement)	Mercy House	Protective Equipment, Cleaning Supplies and walkie talkies to facilitate communication with those in quarantine areas	$31,451.00
BLNC COVID Related Operations	Mercy House	Packaged food, vehicle, associated transportation costs, covid-19 testing for staff, development of a quarantine room and associated COVID-related costs	$761,214
BLNC COVID Preparations	City of Bakersfield	Conversion of space into quarantine area, restroom upgrades and related furnishings and supplies	$395,403
		TOTAL	**$3,465,304**

List of ESG-CV2 Agreements Recommended for Approval

1. Flood Ministries Homeless Outreach Services Agreement for $253,532 in Emergency Solutions Grant – CARES Round 2 (Citywide)
2. Community Action Partnership of Kern Coordinated Entry System Support Agreement for $120,000 in Emergency Solutions Grant – CARES Round 2 (Citywide)
3. Kern County Superintendent of Schools Youth Rental Assistance Agreement for $58,400 in Emergency Solutions Grant – CARES Round 2 (Citywide
4. Bakersfield Homeless Center Rapid Rehousing Agreement for $1,500,304 in Emergency Solutions Grant – CARES Round 2 (Citywide)
5. Mercy House COVID Related Operations at Brundage Lane Navigation Center Agreement for $761,214 in Emergency Solutions Grant – CARES Round 2 (Citywide)

The City will work to expedite funds to address the COVID-19 crisis through federal waivers as outlines in the City of Bakersfield Citizen Participation Plan.

ATTACHMENTS:

Description	Type
Flood Ministries Homeless Outreach Services	Agreement
Community Action Partnership of Kern Coordinated Entry System Support	Agreement

🗋	Kern County Superintendent of Schools Youth Rental Assistance	Agreement
🗋	Bakersfield Homeless Center Rapid Rehousing	Agreement
🗋	Mercy House Covid Related Operations and Services	Agreement
🗋	Mercy House Insurance	Backup Material

AGREEMENT NO. _____

FLOOD BAKERSFIELD MINISTRIES
AGREEMENT FOR CARES ACT EMERGENCY SOLUTIONS GRANT (ESG-CV2)
PROGRAM SERVICES

THIS AGREEMENT is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a municipal corporation ("CITY" herein), and **FLOOD BAKERSFIELD MINISTRIES, INC.**, a 501(C)(3) California non-profit, public-benefit corporation ("CORPORATION" herein).

RECITALS

WHEREAS, international, national, state, and local health and governmental authorities are responding to an outbreak of respiratory disease caused by a novel coronavirus named "SARS-CoV-2," and the disease it causes has been named "coronavirus disease 2019," abbreviated COVID-19, ("COVID-19"); and

WHEREAS, on March 4, 2020, the Governor of the State of California declared a state of emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help state prepare for broader spread of COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States of America declared a national emergency and announced that the federal government would make emergency funding available to assist state and local governments in preventing the spread of and addressing the effects of COVID-19; and

WHEREAS, on March 17, 2020, the first case of COVID-19 in Kern County was confirmed; and

WHEREAS, on March 19, 2020, the Governor of the State of California, Gavin Newsom, issued Executive Order N-33-20, ordering all individuals in the State of California to stay home except as needed to maintain continuity of operations of the federal critical infrastructure sections; and

WHEREAS, on March 19, 2020, City Manager acting as the Director of Emergency Services proclaimed the existence of a local emergency as a result of the threat of COVID-19; and

WHEREAS, on March 25, 2020, the City Council ratified the proclamation of the existence of a local emergency in response to the COVID-19 pandemic at its March 25, 2020 meeting; and

WHEREAS, CORPORATION has requested assistance in increasing the level of programs and activities to help mitigate the impacts of COVID-19; and

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

WHEREAS, HUD requires homeless providers who receive ESG funds participate in a Homeless Management Information System ("HMIS") if that homeless provider is located in a jurisdiction covered by a Continuum of Care ("CoC") which has an HMIS. The HMIS helps meet standards for the collection and reporting of data of client level information; and

WHEREAS, CORPORATION is located in a jurisdiction covered by a CoC with an HMIS, therefore CORPORATION will participate in HMIS using data collected for the purpose of meeting HUD's standards; and

WHEREAS, HUD requires CITY to provide an annual report which identifies the level of progress and accomplishments in meeting HUD's goals; and

WHEREAS, CITY requires CORPORATION to participate in reporting information on homeless persons served to meet HUD's goals.

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

1. <u>DEFINITIONS</u>. Except as modified or supplemented by the Grant Agreement, entered into by CITY and HUD, any term defined in the McKinney-Vento Homeless Assistance Act, Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH) or ESG Program regulations at 24 CFR 576.1 et. seq., shall have the same meaning in this Agreement.

1.1 "Program" means CITY's Homeless Services Program, and its administration.

1.2 "Project" refers to activities to be carried out by CORPORATION under the ESG-CV Program, as more fully described in **Schedule "A"** attached hereto and incorporated herein by this reference as if stated in full.

1.3 "Program Income" as defined in 2 CFR 200.80 shall mean: "[Gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance (See section 200.77)]. Program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds. Interest earned on advances of Federal funds is not program income.

1.7.1 Short-term subsidies to defray rent and utility arrearages for families that have received eviction or utility termination notices;

1.7.2 Security deposits or first month's rent to permit an at-risk of homelessness family to move into its own apartment;

1.7.3 Mediation programs for landlord-tenant disputes;

1.7.4 Legal services programs for the representation of indigent tenants in eviction proceedings;

1.7.5 Payments to prevent foreclosure on a home; and

1.7.6 Other innovative programs and activities designed to prevent the incidence of homelessness.

1.8 "At-risk of homelessness", shall mean:

1.8.1 An individual or family who:

1.8.1.1 Has an annual income that does not exceed the Very Low-Income Limit of the area, as established for HUD's Section 8 and Public Housing Programs; and

1.8.1.2 Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the "homeless" definition in 24 CFR 576.2; and

1.8.1.3 Meets one of the following conditions:

(A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;

(B) Is living in the home of another because of economic hardship;

(C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;

(D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;

(E) Lives in a single-room occupancy or efficiency apartment

4. **PAYMENT.** It is expressly agreed and understood that the total amount to be paid by CITY under this Agreement shall not exceed TWO HUNDRED FIFTY-THREE THOUSAND FIVE HUNDRED THIRTY-TWO DOLLARS AND ZERO CENTS ($253,532.00).

5. **PAYMENT PROCEDURE.** CORPORATION shall be paid for services rendered after receipt of an itemized invoice for the work completed or services performed along with supporting documentation on a reimbursement cost basis and approved by CITY in accordance with the terms of this Agreement. Payment by CITY to CORPORATION shall be made within thirty (30) days after receipt and approval by CITY of CORPORATION's itemized invoice.

5.1 **Disbursement of Funds.** CITY shall not be obligated to disburse, or pay to, CORPORATION or any third party, any funds until and after CITY receives ESG-CV2 funds from the federal government. If CITY does not receive such funds, CITY, at its option, may terminate or suspend this Agreement without any liability to CORPORATION until CITY receives such funds. CORPORATION shall not be entitled to any damages from CITY if CITY refuses to disburse funds until CITY receives funds, even if CORPORATION or any third party has detrimentally relied upon this Agreement.

5.1.1 CORPORATION shall conform to the "time frame" as set forth in Schedule "A", attached hereto and incorporated herein by reference. CORPORATION shall pay for any and all costs greater than TWO HUNDRED FIFTY-THREE THOUSAND FIVE HUNDRED THIRTY-TWO DOLLARS AND ZERO CENTS ($253,532.00).

5.2 **Method of Payment.**

5.2.1 **Services, Maintenance, and/or Operations Grants.** CITY agrees to pay "claims for payment" directly to CORPORATION within thirty (30) days after CITY receives a satisfactory "claim for payment." CORPORATION shall properly itemize and document claims for payment to show clearly the items, tasks, or services for which CORPORATION claims reimbursement. CORPORATION shall also describe the basis for computation: cost per hour, cost per weight, cost per task, or other measurement as CITY may specify. CITY may review the claim for completeness and accuracy, and may refuse to pay any claim until explained to CITY's satisfaction.

5.2.1.1. All amounts requested by CORPORATION shall conform to the restrictions of 24 CFR 576.21(b) and the requirements set forth in **Exhibit "A"** attached hereto and incorporated by reference and entitled Invoicing and Budget Detail.

5.2.2 **Term.** The term of this Agreement shall begin upon execution of this agreement by all parties and end September 26, 2022.

5.2.3 **HMIS Reporting Requirements.** CORPORATION will collect and

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.

6.1.4 **Indemnity.** CORPORATION shall indemnify, defend, and hold harmless CITY, its officers, agents, and employees and HUD against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CORPORATION, CORPORATION'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.

6.1.5 **Insurance.** In addition to any other insurance or bond required under this Agreement, CORPORATION shall procure and maintain for the duration of this Agreement the following types and limits of insurance ("basic insurance requirements" herein):

6.1.5.1. **Automobile liability insurance**, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall:

6.1.5.1.1. Provide coverage for owned, non-owned and hired autos.

6.1.5.2. **Broad form commercial general liability insurance**, unless otherwise approved by the CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall:

6.1.5.2.1. Provide contractual liability coverage for the terms of this Agreement.

6.1.5.2.2. Contain an additional insured endorsement in favor of CITY, its mayor, council, officers, agents, employees and volunteers.

6.1.5.2.3. Provide products and completed operations coverage.

6.1.5.2.4. All policies shall be written on a first-dollar coverage basis, or contain a deductible provision. Subject to advance approval by the CITY, CONTRACTOR may utilize a Self-Insured Retention provided that the policy shall not contain language, whether added by endorsement or contained in

its liability to CITY shall not in any way be limited to or affected by the amount of insurance obtained and carried by CORPORATION in connection with this Agreement.

6.1.5.11. Unless otherwise approved by CITY, if any part of the work under this Agreement is subcontracted, the "basic insurance requirements" set forth above shall be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for CORPORATION.

7. FUTURE USE RESTRICTIONS. CORPORATION shall provide ESG-CV Grant eligible activities for an 11-month period, to begin on October 26, 2021.

8. ADMINISTRATIVE REQUIREMENTS.

8.1 Records and Administration. CORPORATION agrees to comply with the policies, guidelines, and requirements of 2 CFR Part 200 as they relate to the acceptance and use of emergency solutions grant amounts by private nonprofit organizations.

8.1.1 CORPORATION agrees to maintain Project documents, records and accounts, personnel and financial records, and submit such financial and performance reports as are required by assuring a proper accounting of all Project funds, as required by the regulations adopted pursuant to the Act. Methods used to determine costs assigned to the Project must conform to 2 CFR Part 200 and must not differ substantially from the methods used by CORPORATION to determine costs for other aspects of its operations or programs. Project records will be available for audit purposes to CITY, HUD of the Controller General of the United States, or any authorized representative thereof, and will be retained for five (5) years after completion of the Project, or resolution of any applicable audit issues, whichever comes last.

8.1.2 CORPORATION shall maintain client data demonstrating client eligibility for services provided. Such information shall include, but not be limited to, client name, address, income level, or other basis for determining eligibility, and description of service provided. CORPORATION shall also collect and maintain data regarding race, ethnicity, female head of household, and disability status of clients. Such information shall be submitted to CITY or its designees for review upon request. CORPORATION shall complete and submit, in accordance with its instruction, Activity Beneficiary Report, **Exhibit "D"** attached hereto.

8.2 Close-Outs. CORPORATION's obligation to CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records.

days from the date of the execution of this Agreement. CORPORATION shall further provide training to its employees regarding the enacted policy and applicable federal and state law regarding the federal and state fair housing acts within 90 days from the date of the execution of this Agreement.

8.5.2 Rehabilitation Act of 1973 and Americans with Disabilities Act. This Agreement is subject to the provisions of Section 503 and 504 of the Rehabilitation Act of 1973 (PL 930112), 29 USC 706, and attendant regulations at 24 CFR, Part 8, which provide that no otherwise qualified, disabled individual shall, solely by reason of his disability, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance. This Agreement is also subject to the Americans with Disabilities Act of 1990 (Public Law 101-336), as amended, 42 USC 12101, et. seq. CORPORATION shall, through its board of directors, adopt a policy of non-discrimination on the basis of disability with respect to the provision of services to any person and which complies with applicable federal and state law within 60 days from the date of the execution of this Agreement. CORPORATION shall further provide training to its employees regarding the enacted policy and applicable federal and state laws regarding the Rehabilitation Act of 1973 within 90 days from the date of the execution of this Agreement.

8.5.3 Non-discrimination Because of Age. This Agreement is subject to the Age Discrimination Act of 1975, as amended, (Title III of Public Law 94-135) and attendant Code of Federal Regulations at 48 CFR, Part 22, Subpart 22.9. That Act sets forth that, except as otherwise provided, no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

8.5.4 Equal Employment Opportunity (Non-discrimination Clause). CORPORATION shall not discriminate against any employee, or applicant for employment, because of race, color, religion, sex, national origin, age, disability, or sexual orientation. CORPORATION shall take affirmative action to ensure that applicants for employment and employees are treated during employment, without regard to race, color, religion, sex, national origin, age, disability, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CORPORATION shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by CITY or HUD setting forth the provisions of this nondiscrimination clause. CORPORATION shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, disability, or sexual orientation.

8.6 Women- and Minority-Owned Business Enterprises. CORPORATION agrees to abide by the requirements of Executive Orders 11625, 12432 and

8.6.3 **Use of Grant Funds for Religious Purpose.** CORPORATION shall permit no ESG-CV Program funds to be expended for the design, construction, operation, or maintenance of any facility to be used for sectarian instruction or as a place for religious worship, except in situations where such use is incidental and does not favor one religious group over another, as further described at 24 CFR 576.22.

8.6.4 **Prohibited Interest of Officials and Employees.** No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from it. No member, officer or employee of CORPORATION, or its designees or agents, no member of CITY's Council or any other public official who exercises any functions or responsibilities with respect to the ESG-CV Program during the above-described person's tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Agreement.

8.6.4.1. The requirements of Executive Order 11246 and the regulations issued under the Order at 41 CFR Chapter 60.

8.6.5 **Political Activity.** CORPORATION shall expend no Grant funds to finance any political activity in contravention of the Hatch Act (Chapter 15 of Title 5 of the United States Code).

8.6.6 **Lobbying.** CORPORATION certifies, to the best of its knowledge and belief, no Federally-appropriated funds have been paid or will be paid, by or on behalf of CORPORATION, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

8.6.6.1. If funds, other than Federally-appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, CORPORATION shall complete and submit, in accordance with its instruction, Certification Regarding Lobbying, **Exhibit "B"** attached hereto.

8.7 **Drug-Free Workplace Act of 1988.** CORPORATION, in executing this Agreement, certifies that it and any of its agents or subcontractors will maintain a drug-free workplace in accordance with the requirements of 24 CFR Part 24, Subpart F. CORPORATION shall complete and submit, in accordance with its

and their implementing regulations.

8.8.5 **Lead-Based Paint.** This Agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 USC 4821, et. seq.) and it's implementing regulations at 24 CFR Part 35.

9. CITY's OBLIGATIONS.

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

10. SUBCONTRACTS. CORPORATION shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of CITY prior to the execution of such contract.

10.1 CORPORATION will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

10.2 CORPORATION shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

10.3 CORPORATION agrees that assistance provided under this Agreement shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services or, or fund any contractor during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24.

10.4 CORPORATION shall undertake to ensure all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to CITY along with documentation concerning the selection process.

11. CITY'S REMEDIES. If CORPORATION fails to complete the Project within the time set forth in **Schedule "A,"** or fails to use the facility for the specified purpose, for the required time period, or fails to materially comply with the terms of this Agreement, CITY, at its option, may suspend or terminate this Agreement and/or require CORPORATION to reimburse the total amount of the grant funds provided pursuant to this Agreement.

11.1 **Concurrent Remedy.** No right or remedy herein conferred on or reserved to CITY is exclusive of any other right or remedy herein or by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time

16. TITLE TO DOCUMENTS. All documents, plans and drawings, maps, photographs and other papers, or copies thereof prepared by CORPORATION pursuant to the terms of this Agreement shall, upon preparation, become the property of CITY.

17. ACCOUNTING RECORDS. CORPORATION 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 CORPORATION'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.

18. LICENSES. CORPORATION 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 CORPORATION to practice its profession.

19. CONFIDENTIALITY. During the term of this Agreement, CORPORATION will be dealing with information of a legal and confidential nature, and such information could severely damage CITY if disclosed to outside parties. CORPORATION will not disclose to any person, directly or indirectly, either during the term of this Agreement or at any time thereafter, any such information or use such information other than as necessary in the course of this Agreement. All documents CORPORATION prepares and confidential information given to CORPORATION under this Agreement are the exclusive property of the CITY. Under no circumstances shall any such information or documents be removed from the CITY without the CITY's prior written consent.

20. NEWS RELEASES/INTERVIEWS. All news releases, media interviews, testimony at hearings and public comments relating to this Agreement by CORPORATION shall be prohibited unless authorized by CITY.

21. 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.

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. ASSIGNMENT. Neither this Agreement, nor any interest in it, may be assigned or transferred by any party without the prior written consent of all the parties. Any such assignment will be subject to such terms and conditions as CITY may choose to impose.

33. AGREEMENT. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

34. 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.

35. PRIMARY CONTACTS. The Contract Administrator and the Project Manager shall be the primary contact persons for CITY and CORPORATION. It is expressly understood that only the City Council may approve modifications to the contract, which modifications must be in writing.

36. 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 depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

If directed to CITY, addressed to:

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

or directed to the CORPORATION, addressed to:

Executive Director
Flood Bakersfield Ministries
1830 Truxtun Avenue, Suite 210
Bakersfield, California, 93301

37. RESOURCE ALLOCATION. All obligations of CITY under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.

38. Termination of Agreement. CITY reserves the right to terminate this Agreement upon giving CORPORATION notice of intention to terminate at least 30 days prior to the effective date of the termination. CITY shall only convey to CORPORATION funds for work done prior to the effective date of termination.

39. 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.

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

"CITY"
CITY OF BAKERSFIELD

By: _____
KAREN K. GOH
Mayor

APPROVED AS TO CONTENT:
DEVELOPMENT SERVICES DEPARTMENT

By: _____
CHRISTOPHER BOYLE
Development Services Director

APPROVED AS TO FORM:

VIRGINIA GENNARO
City Attorney

By: Christina J Olson For
JOSHUA H. RUDNICK
Deputy City Attorney II

_____
Insurance

COUNTERSIGNED

By: _____
RANDY MCKEEGAN
Finance Director

"CORPORATION"
FLOOD BAKERSFIELD MINISTRIES, INC.

By: Jim Wheeler
JIM WHEELER
Executive Director

EXHIBIT "A"

INVOICING AND BUDGET DETAIL

1. <u>INVOICE PACKAGES.</u>

1.1 No disbursement under this Agreement will be made except (a) after Corporation's Executive Director and Financial Manager(s) attend a Contract Workshop conducted by CITY, and (b), upon receipt of an acceptable "Corporation Payment Request" duly executed by or on behalf of the Corporation. The Corporation must execute all Payment Request forms. A completed Corporation Payment Request form must accompany all invoice packages. All invoice packages shall be submitted to the City's Community Development Department ***<u>not</u>*** to exceed ***one invoice package per month*** and in the minimum amount of $500.00 except for the final funding draw invoice. Each month's Payment Request shall be for a one calendar month period of time such as July, August, September, etc except for the final funding draw invoice which must be received no later than August 25, 2022 and shall include the invoice for September 2022. Subrecipient would receive the funds for September 2022 upfront included in the payment for the August 2022 invoice request. The address for submittal is:

Economic and Community Development Department
City of Bakersfield
1715 Chester Avenue, Second Floor
Bakersfield, CA 93301

1.2 Payment of any invoice shall be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice. Invoices received by City that are not consistent with the approved format will be cause for an invoice to be disputed. In the event of an invoice dispute, City will notify the Corporation by initiating an "Invoice Dispute Notification" form. Payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided above may result in return of the invoice to the Corporation. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. All invoices must be approved by City.

1.3 Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, rules, or regulations.

1.4 Corporation shall provide proof of payment to City for each invoice submitted for payment under this Grant. If the Corporation is not able to demonstrate proof of payment, City, at its discretion, may not issue a check.

1.5 The invoice shall contain the following information:

1.5.1 The word "INVOICE" and a sequential invoice number should appear in a prominent location at the top of the page(s);

reflect the reduced amount. Updated budget information shall be provided at the request of City.

3. PAYMENT OF COSTS.
The Corporation agrees that it will provide for payment of its operating costs and that all costs connected with the facility will be paid by the Corporation on a timely basis.

4. AUDIT DISALLOWANCES.
The Corporation agrees it shall return any audit disallowances funding to CITY.

Read and Agreed By: Jim Wheeler
Executive Director

Corporation Name: Flood Bakersfield Ministries, Inc.

Date: 12-23-2020

CORPORATION PAYMENT REQUEST
DISPUTE NOTIFICATION FORM

Name of Corporation:

_____

Address of Corporation:

_____

_____

_____

Date Payment Request Received: _____

Date Payment Request Declined: _____

Reason for Decline/Dispute:

_____

_____

_____

_____

Reviewed By: _____

Title: _____

Dated: _____

EXHIBIT "C"

DRUG FREE WORKPLACE CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that: Corporation, representing the facility known as _____ located at _____ will continue to provide a drug-free workplace by meeting all standards and requirements of the Code of Federal Regulations, Part 24, Subpart F as follows:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about;
   (a)The dangers of drug abuse in the workplace;
   (b)The grantee's policy of maintaining a drug-free workplace;
   (c)Any available drug counseling, rehabilitation, and employee assistance programs; and,
   (d)The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will –
   (a) Abide by the terms of the statement; and
   (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4 (b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:
   (a)Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

EXHIBIT "D"

ACTIVITY BENEFICIARY REPORT

Facility Name: _____

Service Provider Agency: _____

Reporting Period: _____

Number of Persons Assisted Who Are:

	Total Number Assisted	1 Extremely Low Income (30% of Median)	2 Very Low Income (50% of Median)	3 Low Income (80% of Median)	Persons with Disability	Female Head-of-Household	Limited English Proficiency
Total Number of Individuals							

RACE/ETHNICTY					
	Total Number Assisted (unduplicated)	Hispanic or Latino (duplicated)		Total Number Assisted (unduplicated)	Hispanic or Latino (duplicated)
White			American Indian or Alaskan Native *AND* White		
Black or African American			Asian *AND* White		
Asian			Black or African American *AND* White		
American Indian or Alaskan Native			American Indian or Alaskan Native *AND* Black or African American		
Native Hawaiian or Other Pacific Islander			Balance of individuals reporting more than one race		

How have these funds been used to address COVID-19 specific impacts?

_____

_____

FLOOBAK02C

CPALACIOS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/9/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0D44424
Walter Mortensen Insurance / INSURICA
8500 Stockdale Highway, Suite 200
Bakersfield, CA 93311

CONTACT NAME: Cara Palacios, CISR
PHONE (A/C, No, Ext): (661) 316-5157 FAX (A/C, No): (661) 281-4992
E-MAIL ADDRESS: Cara.Palacios@INSURICA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURER B : State Compensation Insurance Fund (California)	35076
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Flood Bakersfield Ministries
1830 Truxtun Avenue Ste 210
Bakersfield, CA 93301

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		PHPK2134493	5/15/2020	5/15/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			PHPK2134493	5/15/2020	5/15/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			PHUB722789	5/15/2020	5/15/2021	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	90211372020	9/1/2020	9/1/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liab			PHPK2134493	5/15/2020	5/15/2021	Each Incident	1,000,000
A	Professional Liab			PHPK2134493	5/15/2020	5/15/2021	Aggregate Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Agreement #ESG-18-19
The City of Bakersfield, its mayor, council, officers, agents, employees and volunteers are listed as additional insureds with respect to General Liability per attached form #CG2005 04/13. A waiver of subrogation in favor of the City of Bakersfield applies with respect to Workers Compensation per the attached form #SCIF FORM 10217 REV. 4-2018. These endorsements apply if required or agreed to in a written contract subject to all provisions and limitations of the policy. This certificate supercedes the certificate issued 8/28/2020.

CERTIFICATE HOLDER

City of Bakersfield
City Hall
1600 Truxtun Ave
Bakersfield, CA 93301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CONTROLLING INTEREST

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s):
City of Bakersfield its mayor, council, officers, agents, employees & volunteers
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of:

1. Their financial control of you; or
2. Premises they own, maintain or control while you lease or occupy these premises.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

ENDORSEMENT AGREEMENT

HOME OFFICE
SAN FRANCISCO

ALL EFFECTIVE DATES ARE AT 12:01 AM PACIFIC STANDARD TIME OR THE TIME INDICATED AT PACIFIC STANDARD TIME

WAIVER OF SUBROGATION

9021137-20
RENEWAL
NE
5-65-43-30

EFFECTIVE SEPTEMBER 1, 2020 AT 12.01 A.M.
AND EXPIRING SEPTEMBER 1, 2021 AT 12.01 A.M.

FLOOD BAKERSFIELD MINISTRIES INC
1830 TRUXTUN AVE STE 210-214
BAKERSFIELD, CA 93301

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING, IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION AGAINST,

CITY OF BAKERSFIELD

WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS POLICY IN CONNECTION WITH WORK PERFORMED BY,

FLOOD BAKERSFIELD MINISTRIES INC

IT IS FURTHER AGREED THAT THE INSURED SHALL MAINTAIN PAYROLL RECORDS ACCURATELY SEGREGATING THE REMUNERATION OF EMPLOYEES WHILE ENGAGED IN WORK FOR THE ABOVE EMPLOYER.

IT IS FURTHER AGREED THAT PREMIUM ON THE EARNINGS OF SUCH EMPLOYEES SHALL BE INCREASED BY 03%.

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: SEPTEMBER 2, 2020

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

AGREEMENT NO. _____

COMMUNITY ACTION PARTNERSHIP OF KERN
AGREEMENT FOR CARES ACT EMERGENCY SOLUTIONS GRANT 2 (ESG-CV2)
PROGRAM SERVICES

THIS AGREEMENT is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a municipal corporation ("CITY" herein), and **COMMUNITY ACTION PARTNERSHIP OF KERN (CAPK)** ., a 501(C)(3) California non-profit, public-benefit corporation ("CORPORATION" herein).

RECITALS

WHEREAS, international, national, state, and local health and governmental authorities are responding to an outbreak of respiratory disease caused by a novel coronavirus named "SARS-CoV-2," and the disease it causes has been named "coronavirus disease 2019," abbreviated COVID-19, ("COVID-19"); and

WHEREAS, on March 4, 2020, the Governor of the State of California declared a state of emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help state prepare for broader spread of COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States of America declared a national emergency and announced that the federal government would make emergency funding available to assist state and local governments in preventing the spread of and addressing the effects of COVID-19; and

WHEREAS, on March 17, 2020, the first case of COVID-19 in Kern County was confirmed; and

WHEREAS, on March 19, 2020, the Governor of the State of California, Gavin Newsom, issued Executive Order N-33-20, ordering all individuals in the State of California to stay home except as needed to maintain continuity of operations of the federal critical infrastructure sections; and

WHEREAS, on March 19, 2020, City Manager acting as the Director of Emergency Services proclaimed the existence of a local emergency as a result of the threat of COVID-19; and

WHEREAS, on March 25, 2020, the City Council ratified the proclamation of the existence of a local emergency in response to the COVID-19 pandemic at its March 25, 2020 meeting; and

WHEREAS, the Centers for Disease Control and Prevention, the California Department of Public Health and the Kern County Health Officer have all issued shelter in place orders to enforce social distancing, prohibited group events, and taken other precautions to protect public health and prevent transmission of this communicable virus; and

WHEREAS, as a result of the public health emergency and the precautions recommended by health authorities, many residents and businesses in Bakersfield will experience sudden and unexpected income loss; and

WHEREAS, on March 27, 2020 the Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed in response to COVID-19; and

WHEREAS, the US Congress has authorized the US Department of Housing and Urban Development (HUD) to provide supplemental Emergency Solutions Grant (ESG-CV) to the City of Bakersfield through the CARES Act; and

WHEREAS, CARES Act made available additional Emergency Solutions Grant Coronavirus (ESG-CV) funds to supplement the Fiscal Year (FY) 2020 ESG funding provided under the Further Consolidated Appropriations Act, 2020 (Public Law 116-94); and

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

WHEREAS, President Trump signed the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) on March 27, 2020 to help the Nation respond to the coronavirus outbreak; and

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

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

WHEREAS, the CITY does not have expertise currently on staff to provide coordinated entry system (CES) for homeless and at-risk services; and

WHEREAS, CORPORATION is experienced, well qualified and are specialists in CES activities; and

WHEREAS, CORPORATION has requested assistance in increasing the level of CES activities to help mitigate the impacts of COVID-19; and

WHEREAS, CITY desires to assist CORPORATION by making grant funding available for a portion of the costs associated with certain activities as are permitted for citizens at risk of or experiencing homelessness in the Bakersfield area; and

WHEREAS, HUD requires homeless providers who receive ESG funds participate in a Homeless Management Information System ("HMIS") if that homeless provider is located in a jurisdiction covered by a Continuum of Care ("CoC") which has an HMIS. The HMIS helps meet standards for the collection and reporting of data of client level information; and

WHEREAS, CORPORATION is located in a jurisdiction covered by a CoC with an HMIS, therefore CORPORATION will participate in HMIS using data collected for the purpose of meeting HUD's standards; and

WHEREAS, HUD requires CITY to provide an annual report which identifies the level of progress and accomplishments in meeting HUD's goals; and

WHEREAS, CITY requires CORPORATION to participate in reporting information on homeless persons served to meet HUD's goals.

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

1. <u>DEFINITIONS</u>. Except as modified or supplemented by the Grant Agreement, entered into by CITY and HUD, any term defined in the McKinney-Vento Homeless Assistance Act, Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH) or ESG Program regulations at 24 CFR 576.1 et. seq., shall have the same meaning in this Agreement.

1.1 "Program" means CITY's Homeless Services Program, and its administration.

1.2 "Project" refers to activities to be carried out by CORPORATION under the ESG-CV Program, as more fully described in **Schedule "A"** attached hereto and incorporated herein by this reference as if stated in full.

1.3 "Program Income" as defined in 2 CFR 200.80 shall mean: "[Gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance (See section 200.77)]. Program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal statues, regulations, or the terms and

conditions of the Federal award, program income does not include, rebates, credits, discounts, and interest earned on any of them."

1.3.1 Program income is defined as provided by 2 CFR 200.80, except that:

1.3.1.1. Program income includes any amount of a security or utility deposit returned to the recipient or subrecipient, as provided by 24 CFR 576.2; and

1.3.1.2. Costs that are incidental to generating program income and not charged to the ESG-CV grant or subgrant may be deducted from gross income to determine program income, as allowed under 2 CFR 200.307(b).

1.3.1.3. As allowed under 2 CFR 200.307(e), program income may be treated as an addition to recipient's grant (or the subrecipient's subgrant, if the income is generated by the subrecipient's activities), provided that the program income is used in accordance with the purposes and conditions of that grant or subgrant. Program income otherwise must be deducted from allowable costs as provided by 2 CFR 200.307(e)(1).

1.4 "Fiscal Year" means a twelve-month period beginning July 1, and ending June 30 to coincide with the CITY's budget year.

1.5 "Contractor" has the meaning set forth in California Business and Professions Code Section 7026.

1.6 "Homeless" shall mean:

1.6.1 An individual or family which lacks a fixed, regular, and adequate nighttime residence; or

1.6.2 An individual or family which has a primary nighttime residence that is:

1.6.2.1. A supervised publicly or privately-operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for persons with mental illness); or

1.6.2.2. An institution that provides a temporary residence for individuals intended to be institutionalized; or

1.6.2.3. A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

1.7 "Homeless Prevention" as defined in 24 CFR 576.3 means "activities or programs designed to prevent the incidence of homelessness, including (but not limited to):

1.7.1 Short-term subsidies to defray rent and utility arrearages for

families that have received eviction or utility termination notices;

1.7.2 Security deposits or first month's rent to permit an at-risk of homelessness family to move into its own apartment;

1.7.3 Mediation programs for landlord-tenant disputes;

1.7.4 Legal services programs for the representation of indigent tenants in eviction proceedings;

1.7.5 Payments to prevent foreclosure on a home; and

1.7.6 Other innovative programs and activities designed to prevent the incidence of homelessness.

1.8 "At-risk of homelessness", shall mean:

1.8.1 An individual or family who:

1.8.1.1 Has an annual income that does not exceed the Very Low-Income Limit of the area, as established for HUD's Section 8 and Public Housing Programs ; and

1.8.1.2 Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the "homeless" definition in this section; and

1.8.1.3 Meets one of the following conditions:

(A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;

(B) Is living in the home of another because of economic hardship;

(C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;

(D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;

(E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in

a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau;

(F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or

(G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;

1.8.2 A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or

1.8.3 A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

2. **SCOPE OF WORK.** The scope of work is described as:

CORPORATION will be responsible for administering the Project in a manner satisfactory to CITY and consistent with any standards required as a condition of providing these funds. The Scope of Work of the Project will include the activities as set out in **Schedule "A"** attached hereto and incorporated by reference as set out in full.

2.1 That portion of the scope of work related to the development and implementation of eligible emergency solutions grant activities shall specifically comply with the requirements set forth in 24 CFR 576.21 et seq.

3. **COMPENSATION.** Compensation for all work, services or products called for under this Agreement shall consist of a total payment of an amount not to exceed ONE HUNDRED TWENTY THOUSAND DOLLARS AND ZERO CENTS ($120,000). 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.

4. **PAYMENT.** It is expressly agreed and understood that the total amount to

be paid by CITY under this Agreement shall not exceed ONE HUNDRED TWENTY THOUSAND DOLLARS AND ZERO CENTS ($120,000).

5. PAYMENT PROCEDURE. CORPORATION shall be paid for services rendered after receipt of an itemized invoice for the work completed or services performed along with supporting documentation on a reimbursement cost basis and approved by CITY in accordance with the terms of this Agreement. Payment by CITY to CORPORATION shall be made within thirty (30) days after receipt and approval by CITY of CORPORATION's itemized invoice.

5.1 Disbursement of Funds. CITY shall not be obligated to disburse, or pay to, CORPORATION or any third party, any funds until and after CITY receives ESG-CV2 funds from the federal government. If CITY does not receive such funds, CITY, at its option, may terminate or suspend this Agreement without any liability to CORPORATION until CITY receives such funds. CORPORATION shall not be entitled to any damages from CITY if CITY refuses to disburse funds until CITY receives funds, even if CORPORATION or any third party has detrimentally relied upon this Agreement.

5.1.1 CORPORATION shall conform to the "time frame" as set forth in Schedule "A", which references the fiscal year beginning July 1 and ending June 30 of the following year, attached hereto and incorporated herein by reference. CORPORATION shall pay for any and all costs greater than ONE HUNDRED TWENTY THOUSAND DOLLARS AND ZERO CENTS ($120,000).

5.2 Method of Payment.

5.2.1 Services, Maintenance, and/or Operations Grants. CITY agrees to pay "claims for payment" directly to CORPORATION within thirty (30) days after CITY receives a satisfactory "claim for payment." CORPORATION shall properly itemize and document claims for payment to show clearly the items, tasks, or services for which CORPORATION claims reimbursement. CORPORATION shall also describe the basis for computation: cost per hour, cost per weight, cost per task, or other measurement as CITY may specify. CITY may review the claim for completeness and accuracy, and may refuse to pay any claim until explained to CITY's satisfaction.

5.2.1.1. All amounts requested by CORPORATION shall conform to the restrictions of 24 CFR 576.21(b) and the requirements set forth in **Exhibit "A"** attached hereto and incorporated by reference and entitled Invoicing and Budget Detail.

5.2.2 Term. The term of this Agreement shall begin upon execution of this agreement by all parties and end February 28, 2022.

5.2.3 HMIS Reporting Requirements. CORPORATION will collect and evaluate data to be entered into the Homeless Management Information System (HMIS). The data will be entered into a local HMIS using HUD's standards

for participation.

5.2.3.1. The data, which include the numbers served and amount of funding used per client, must be entered into the system and provided to the City on a Quarterly Basis beginning June1, 2021 with an initial performance report, and quarterly thereafter until the funding is fully expended.

6. <u>CORPORATION'S OBLIGATIONS</u>. In addition to the terms stated herein, CORPORATION shall comply with the following Federal and State laws and regulations:

6.1 <u>Laws and Regulations</u>

6.1.1.1. <u>Federal</u>. CORPORATION shall obey the Act, any amendments, Federal regulations and guidelines now or hereafter enacted pursuant to the Act, terms of the Grant to CITY now or hereafter in effect, and CITY's regulations now or hereafter enacted to facilitate administration of the Grant, or any other statute, regulation, or guideline applicable to the Program. CORPORATION shall become familiar with the appropriate statutes, regulations, and guidelines governing the Grant program.

6.1.1.2. In accordance with Section 1402(d) of the Housing and Community Development Act of 1992, amending Section 415 of the McKinney-Vento Homeless Assistance Act, CORPORATION agrees to terminate assistance to any individual or family only in accordance with a formal process established by CORPORATION which meets the following standard required by the McKinney-Vento Homeless Assistance Act:

6.1.1.2.1. If an individual or family who receives assistance from CORPORATION violates program requirements, CORPORATION may terminate the assistance in accordance with a formal process established by CORPORATION that recognizes the rights of individuals affected, which may include a hearing.

6.1.1.2.2. In accordance with Section 1402(d) of the Housing and Community Development Act of 1992, amending Section 415 of the McKinney-Vento Homeless Assistance Act, CORPORATION agrees to involve, to the maximum extent practicable, homeless individuals and families in maintaining and operating the facility and in providing services for occupants of the facility.

6.1.2 <u>California</u>. CORPORATION shall comply with all provisions of California law applicable to this Agreement.

6.1.3 <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.

6.1.4 **Indemnity.** CORPORATION shall indemnify, defend, and hold harmless CITY, its officers, agents, and employees and HUD against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CORPORATION, CORPORATION'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.

6.1.5 **Insurance.** In addition to any other insurance or bond required under this Agreement, CORPORATION shall procure and maintain for the duration of this Agreement the following types and limits of insurance ("basic insurance requirements" herein):

6.1.5.1. **Automobile liability insurance**, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall:

6.1.5.1.1. Provide coverage for owned, non-owned and hired autos.

6.1.5.2. **Broad form commercial general liability insurance**, unless otherwise approved by the CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall:

6.1.5.2.1. Provide contractual liability coverage for the terms of this Agreement.

6.1.5.2.2. Contain an additional insured endorsement in favor of CITY, its mayor, council, officers, agents, employees and volunteers.

6.1.5.2.3. Provide products and completed operations coverage.

6.1.5.2.4. All policies shall be written on a first-dollar coverage basis, or contain a deductible provision. Subject to advance approval by the CITY, 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.

6.1.5.3. **<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 CITY, its mayor, council, officers, agents, employees and designated volunteers.

6.1.5.4. Except for professional liability, all policies required of CORPORATION shall be primary insurance as to CITY, its mayor, council, officers, agents, employees or designated volunteers, and any insurance or self-insurance maintained by CITY shall be excess of CORPORATION's insurance and shall not contribute with it.

6.1.5.5. Except for workers' compensation, insurance is to be placed with insurers with a Bests' rating as approved by CITY's Risk Manager, but in no event less than A-: VII. Any deductibles, self-insurance retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Bests' A-: VII, must be declared prior to execution of this Agreement and approved by CITY in writing.

6.1.5.6. Unless otherwise approved by CITY's Risk Manager, all policies shall contain an endorsement providing CITY with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy. Copies of policies shall be delivered to CITY on demand.

6.1.5.7. The insurance required hereunder shall be maintained at all times during the term of this Agreement or any extension thereof.

6.1.5.8. CORPORATION shall furnish CITY's Risk Manager with a certificate of insurance and required endorsements evidencing the insurance required. CITY may withdraw its offer of contract or cancel this contract if certificates of insurance and endorsements required have not been provided prior to the execution of this Agreement.

6.1.5.9. Full compensation for all premiums which CORPORATION is required to pay on all the insurance described herein shall be considered as included in the prices paid for the various items of work to be performed under the Agreement, and no additional allowance will be made therefore or for additional premiums which may be required by extensions of the policies of insurance.

6.1.5.10. It is further understood and agreed by CORPORATION that its liability to CITY shall not in any way be limited to or affected by the amount of insurance obtained and carried by CORPORATION in connection with this Agreement.

6.1.5.11. Unless otherwise approved by CITY, if any part of the work under this Agreement is subcontracted, the "basic insurance requirements" set forth above shall be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for CORPORATION.

7. FUTURE USE RESTRICTIONS. CORPORATION shall provide ESG-CV Grant eligible activities for a 1-year period, which begins upon the execution of this Agreement.

8. ADMINISTRATIVE REQUIREMENTS.

8.1 Records and Administration. CORPORATION agrees to comply with the policies, guidelines, and requirements of 2 CFR Part 200 as they relate to the acceptance and use of emergency solutions grant amounts by private nonprofit organizations.

1. CORPORATION agrees to maintain Project documents, records and accounts, personnel and financial records, and submit such financial and performance reports as are required by assuring a proper accounting of all Project funds, as required by the regulations adopted pursuant to the Act. Methods used to determine costs assigned to the Project must conform to 2 CFR Part 200 and must not differ substantially from the methods used by CORPORATION to determine costs for other aspects of its operations or programs. Project records will be available for audit purposes to CITY, HUD of the Controller General of the United States, or any authorized representative thereof, and will be retained for five (5) years after completion of the Project, or resolution of any applicable audit issues, whichever comes last.

8.1.1 CORPORATION shall maintain client data demonstrating client eligibility for services provided. Such information shall include, but not be limited to, client name, address, income level, or other basis for determining eligibility, and description of service provided. CORPORATION shall also collect and maintain data regarding race, ethnicity, female head of household, and disability status of clients. Such information shall be submitted to CITY or its designees for review upon request

8.2 Close-Outs. CORPORATION's obligation to CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records.

8.3 Audits and Inspections. All CORPORATION records with respect to any matters covered by this Agreement shall be made available to CITY, its designee or the Federal Government, at any time during normal business hours, as often as CITY deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the CORPORATION within 30 days after receipt by it. Failure of

CORPORATION to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The CORPORATION hereby agrees to have an annual audit conducted in accordance with current CITY policy concerning subrecipient audits and, as applicable, 2 CFR Part 200.

8.4 Reports and Payment Procedures.

8.4.1 Program Income. CORPORATION shall report annually all program income as defined at 2 CFR 200.80 generated by activities carried out with ESG-CV Program funds made available under this Agreement. The use of program income by CORPORATION shall comply with the requirements set forth at 2 CFR 200.80. All unused program income shall be returned to CITY at the end of the Agreement period. Any interest earned on cash advances form the U.S. Treasury is not program income and shall be remitted promptly to CITY.

8.5 Personnel and Participant Conditions.

8.5.1 Non-discrimination Requirements. Under any related agreements or contracts, CORPORATION shall provide that no person, on the grounds of race, color, national origin, religion, or sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with ESG-CV Program funds. In addition, ESG-CV Program funds must be made available in accordance with the following:

8.5.1.1. The requirements of the Fair Housing Act and implementing regulations at 24 CFR 100.

8.5.1.2. Executive Order 11063 (Equal Opportunity in Housing).

8.5.1.3. Title VI of the Civil Rights Act of 1964 (PL 88-352) and Title VIII of the Civil Rights Act of 1968 (PL 90-284 nondiscrimination and fair housing on federally assisted programs).

8.5.1.4. CORPORATION shall adopt and implement procedures designed to make available to interested persons information concerning the existence and location of services and facilities to persons who are eligible for such services, but are unlikely to be made aware of them. CORPORATION shall, through its board of directors, adopt a policy of non-discrimination which complies with the laws listed under the above paragraphs F(1)(a), F(1)(b) and F(1)(c) of this title with respect to the provision of services to any person within 60 days from the date of the execution of this Agreement. CORPORATION shall further provide training to its employees regarding the enacted policy and applicable federal and state law regarding the federal and state fair housing acts within 90 days from the date of the execution of this Agreement.

8.5.2 Rehabilitation Act of 1973 and Americans with Disabilities Act.

This Agreement is subject to the provisions of Section 503 and 504 of the Rehabilitation Act of 1973 (PL 930112), 29 USC 706, and attendant regulations at 24 CFR, Part 8, which provide that no otherwise qualified, disabled individual shall, solely by reason of his disability, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance. This Agreement is also subject to the Americans with Disabilities Act of 1990 (Public Law 101-336), as amended, 42 USC 12101, et. seq. CORPORATION shall, through its board of directors, adopt a policy of non-discrimination on the basis of disability with respect to the provision of services to any person and which complies with applicable federal and state law within 60 days from the date of the execution of this Agreement. CORPORATION shall further provide training to its employees regarding the enacted policy and applicable federal and state laws regarding the Rehabilitation Act of 1973 within 90 days from the date of the execution of this Agreement.

8.5.3 **Non-discrimination Because of Age.** This Agreement is subject to the Age Discrimination Act of 1975, as amended, (Title III of Public Law 94-135) and attendant Code of Federal Regulations at 48 CFR, Part 22, Subpart 22.9. That Act sets forth that, except as otherwise provided, no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

8.5.4 **Equal Employment Opportunity (Non-discrimination Clause).** CORPORATION shall not discriminate against any employee, or applicant for employment, because of race, color, religion, sex, national origin, age, disability, or sexual orientation. CORPORATION shall take affirmative action to ensure that applicants for employment and employees are treated during employment, without regard to race, color, religion, sex, national origin, age, disability, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CORPORATION shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by CITY or HUD setting forth the provisions of this nondiscrimination clause. CORPORATION shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, disability, or sexual orientation.

8.6 **Women- and Minority-Owned Business Enterprises.** CORPORATION agrees to abide by the requirements of Executive Orders 11625, 12432 and 12138, the HUD regulations issued pursuant thereto at 41 CFR Part 24, 41 CFR Subpart 1-1.13, and any applicable rules and orders of HUD. The foregoing requires the maximum practicable opportunity to participate, in contracts funded in whole or in part with federal funds, be provided to women- and minority-owned business enterprises, as subcontractors and suppliers to contractors performing work, or rendering services as prime contractors or

subcontractors, under federally-funded procurement contracts.

8.6.1 **Affirmative Action for the Vietnam-Era Veterans.** CORPORATION shall comply with 48 CFR, Chapter 1, Subpart 22.13 and shall take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based on disability or veteran's status in all employment practices such as employment, upgrading, demotion, transfer, recruitment, advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

8.6.2.1. Except with respect to the rehabilitation of residential property designed for residential use for less than eight families, CORPORATION, and all contractors engaged under contracts in excess of $2,000 for the construction, alteration, and/or repair of any building or work financed in whole or in part with Federal funds provided under this Agreement, shall comply with HUD requirements pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR parts 3, 5, and 5.5a, governing the payment of wages and the ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve CORPORATION of its obligation, if any, to require payment of higher rates. CORPORATION shall cause or require to be inserted in full, in all such contracts subject to such regulations, the clause, or any modification thereof, set out in 29 CFR parts 3, 5, and 5.5a. CORPORATION shall comply with the procedures set out in the HUD handbook 1344.1, "Federal Labor Standards Compliance in Housing and Community Development Programs" (as amended).

8.6.2.2. CORPORATION shall make no awards of contracts under this Agreement to any contractor ineligible under any applicable regulations of the Department of Labor.

8.6.3 **Use of Grant Funds for Religious Purpose.** CORPORATION shall permit no ESG-CV Program funds to be expended for the design, construction, operation, or maintenance of any facility to be used for sectarian instruction or as a place for religious worship, except in situations where such use is incidental and does not favor one religious group over another, as further described at 24

CFR 576.22.

8.6.4 **Prohibited Interest of Officials and Employees.** No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from it. No member, officer or employee of CORPORATION, or its designees or agents, no member of CITY's Council or any other public official who exercises any functions or responsibilities with respect to the ESG-CV Program during the above-described person's tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Agreement.

8.6.4.1. The requirements of Executive Order 11246 and the regulations issued under the Order at 41 CFR Chapter 60.

8.6.5 **Political Activity.** CORPORATION shall expend no Grant funds to finance any political activity in contravention of the Hatch Act (Chapter 15 of Title 5 of the United States Code).

8.6.6 **Lobbying.** CORPORATION certifies, to the best of its knowledge and belief, no Federally-appropriated funds have been paid or will be paid, by or on behalf of CORPORATION, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

8.6.6.1. If funds, other than Federally-appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, CORPORATION shall complete and submit, in accordance with its instruction, Certification Regarding Lobbying, **Exhibit "B"** attached hereto.

8.7 **Drug-Free Workplace Act of 1988.** CORPORATION, in executing this Agreement, certifies that it and any of its agents or subcontractors will maintain a drug-free workplace in accordance with the requirements of 24 CFR Part 24, Subpart F. CORPORATION shall complete and submit, in accordance with its instruction, Certification Regarding Drug Free Workplace, **Exhibit "C"** attached hereto.

8.8 **Environmental Conditions.**

8.8.1 **Environmental Considerations.** CITY and CORPORATION want to

assure that the policies of the National Environmental Policy Act of 1969 (NEPA), as amended, and the California Environmental Quality Act of 1970 (CEQA), as amended, are most effectively implemented, CITY shall comply with HUD Environmental Review Procedures (24 CFR Part 58) leading to certification of release of funds for particular projects, and the CEQA review procedures (Title 14, Section 15000 et. seq. of the California Administrative Code) in connection with this Project.

8.8.2 **Clean Air and Water Acts.** This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., Executive Order 11738, dated September 10, 1973, and the regulations of the Environmental Protection agency at 40 CFR Part 15, as amended.

8.8.2.1. CORPORATION shall cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt (exceed $100,000, or involve a facility the subject of a conviction under the Clean Air Act, or the Federal Waste Pollution Control Act, and listed by the Environmental Protection Agency, or not otherwise exempt) transaction, the clause set out in 48 CFR 52.223-2.

8.8.2.2. CORPORATION shall also cause or require to be inserted in full, the certification set forth in 48 CFR 52.223-1, in each solicitation and resulting contract and contracts it awards without a solicitation.

8.8.2.3. CORPORATION shall not use any funds under this Agreement for a facility which has a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

8.8.3 **Architectural Barriers Act of 1968.** This Agreement is subject to the requirements of the Architectural Barriers Act of 1968, as amended (42 USC 4151, et. seq.) and its regulations (41 CFR Subpart 101-19.6).

8.8.4 **Historic Preservation.** CORPORATION shall take into account the effect of the Project on any CORPORATION, site, building, structure or object listed in or found by the Secretary of Interior, pursuant to 36 CFR 800, to be eligible for inclusion by the National Park Service. CORPORATION shall eliminate or minimize any adverse impact on a historic property. Activities affecting such properties must comply with Section 106 of the National Historic Preservation Act of 1966 (16 USC 470f), P.L. 89-665, Executive Order 11593, May 13, 1971, the Preservation of Archaeological and Historical Data Act of 1960 (16 USC 469a-1, et. seq.), the Archaeological and Historic Preservation Act of 1974 (P.L. 93-291), and their implementing regulations.

8.8.5 **Lead-Based Paint.** This Agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 USC 4821, et. seq.) and it's implementing regulations at 24 CFR Part 35.

9. CITY's OBLIGATIONS.

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

10. SUBCONTRACTS. CORPORATION shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of CITY prior to the execution of such contract.

10.1 CORPORATION will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

10.2 CORPORATION shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

10.3 CORPORATION agrees that assistance provided under this Agreement shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services or, or fund any contractor during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24.

10.4 CORPORATION shall undertake to ensure all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to CITY along with documentation concerning the selection process.

11. CITY'S REMEDIES. If CORPORATION fails to complete the Project within the time set forth in **Schedule "A,"** or fails to use the facility for the specified purpose, for the required time period, or fails to materially comply with the terms of this Agreement, CITY, at its option, may suspend or terminate this Agreement and/or require CORPORATION to reimburse the total amount of the grant funds provided pursuant to this Agreement.

11.1 Concurrent Remedy. No right or remedy herein conferred on or reserved to CITY is exclusive of any other right or remedy herein or by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

12. MISCELLANEOUS.

12.1 No Waiver Of Default. The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of

that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

12.2 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.

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

12.4 Corporate Authority. Each individual signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

13. KEY PERSONNEL. At request of CITY, CORPORATION shall name all key personnel to be assigned to the work set forth herein. CORPORATION shall provide background for each of the key personnel including, without limitation, resumes and work experience in the type of work called for herein. CITY reserves the right to approve key personnel. Once the key personnel are approved CORPORATION shall not change such personnel without the written approval of CITY.

14. INCLUDED DOCUMENTS. Any bid documents, including, without limitation, special provisions and standard specifications and any Request for Qualifications, Request for Qualifications and responses thereto relating to this Agreement are incorporated by reference as though fully set forth.

15. STARTING WORK. CORPORATION shall not begin work until authorized to do so in writing by CITY. No work will be authorized until the contract has been fully executed by CORPORATION and CITY.

16. TITLE TO DOCUMENTS. All documents, plans and drawings, maps, photographs and other papers, or copies thereof prepared by CORPORATION pursuant to the terms of this Agreement shall, upon preparation, become the property of CITY.

17. ACCOUNTING RECORDS. CORPORATION 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 CORPORATION'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.

18. LICENSES. CORPORATION 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 CORPORATION to practice its profession.

19. CONFIDENTIALITY. During the term of this Agreement, CORPORATION will be dealing with information of a legal and confidential nature, and such information could severely damage CITY if disclosed to outside parties. CORPORATION will not disclose to any person, directly or indirectly, either during the term of this Agreement or at any time thereafter, any such information or use such information other than as necessary in the course of this Agreement. All documents CORPORATION prepares and confidential information given to CORPORATION under this Agreement are the exclusive property of the CITY. Under no circumstances shall any such information or documents be removed from the CITY without the CITY's prior written consent.

20. NEWS RELEASES/INTERVIEWS. All news releases, media interviews, testimony at hearings and public comments relating to this Agreement by CORPORATION shall be prohibited unless authorized by CITY.

21. 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.

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. ASSIGNMENT. Neither this Agreement, nor any interest in it, may be assigned or transferred by any party without the prior written consent of all the parties. Any such assignment will be subject to such terms and conditions as CITY may choose to impose.

24. 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.

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. MERGER AND MODIFICATION. This contract sets forth the entire Agreement between the parties and supersedes all other oral or written representations. This contract may be modified only in a writing approved by the City Council and signed by all the parties.

27. CONFLICTS OF INTEREST. CORPORATION stipulates that corporately, or individually, the CORPORATION, its employees and sub-recipient AGENCIES have no financial interest in either the success or failure of any project which is dependent upon the result of the work prepared pursuant to this Agreement.

28. TERMINATION FOR CAUSE. If at any time CITY becomes dissatisfied with the performance of CORPORATION under this Agreement, CITY may terminate this Agreement on ten (10) days written notice. Written notice shall be given pursuant to the "Notices" paragraph of this Agreement. In the event of early termination, CORPORATION shall be compensated only for work satisfactorily completed up to the date of termination and delivered to and accepted by CITY.

29. COMPLIANCE WITH ALL LAWS. CORPORATION shall, at CORPORATION'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.

30. DIRECTION. CORPORATION retains the right to control or direct the manner in which the services described herein are performed.

31. EQUIPMENT. CORPORATION will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.

32. THIRD PARTY CLAIMS. In the case of public works contracts, CITY will timely notify CORPORATION of third-party claims relating to this contract. CITY shall be allowed to recover from CORPORATION, and CORPORATION shall pay on demand, all costs of notification.

33. AGREEMENT. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

34. 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.

35. PRIMARY CONTACTS. The Contract Administrator and the Project Manager shall be the primary contact persons for CITY and CORPORATION. It is expressly understood that only the City Council may approve modifications to the contract, which modifications must be in writing.

36. 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 depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

If directed to CITY, addressed to:

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

or directed to the CORPORATION, addressed to:

Chief Executive Officer
Community Action Partnership of Kern
5005 Business Park North
Bakersfield, California 93309

37. RESOURCE ALLOCATION. All obligations of CITY under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.

38. Termination of Agreement. CITY reserves the right to terminate this Agreement upon giving CORPORATION notice of intention to terminate at least 30 days prior to the effective date of the termination. CITY shall only convey to CORPORATION funds for work done prior to the effective date of termination.

39. 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.

40. NON-INTEREST. No officer or employee of CITY shall hold any interest in this Agreement (California Government Code section 1090).

41. TAX NUMBERS.

"CORPORATION's" Federal Tax Identification No. 95-2402760.
"CORPORATION" is a corporation? Yes X No _____.

(Please check one.)

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

"CITY"
CITY OF BAKERSFIELD

By: _____
KAREN K. GOH
Mayor

"CORPORATION"
COMMUNITY ACTION PARTNERSHIP OF KERN

By: _____
JEREMY TOBIAS
Chief Executive Officer

APPROVED AS TO CONTENT:
DEVELOPMENT SERVICES DEPARTMENT

By: _____
CHRISTOPHER BOYLE
Development Services Director

APPROVED AS TO FORM:

VIRGINIA GENNARO
City Attorney

By: Christina J Olson For
JOSHUA H. RUDNICK
Deputy City Attorney II

COUNTERSIGNED

By: _____
RANDY MCKEEGAN
Finance Director

SCHEDULE "A"

EMERGENCY SOLUTIONS GRANT-CARES ACT 2 (ESG-CV2)
COMMUNITY ACTION PARTNERSHIP OF KERN

Purpose of Project

Community Action Partnership of Kern (CAPK) will implement Emergency Solutions Grant- eligible HMIS services. HMIS services will include data entry for coordinated assessment. Funds will enable CAPK to meet the increased demand related to economic hardships caused by COVID-19.

Description

ESG-CV2 funding will be used by CAPK for the eligible activities:

HMIS- Coordinated Entry System

CAPK will increase CES staffing with an additional 2 FTE positions. These positions will allow the local CES to respond to the increased call volume associated with CARES Act-funded housing programs.

Activities are subject to HUD-issued waivers and flexibilities ordered to mitigate the impacts of COVID-19.

Limitations

Funds may not be used to supplant existing funds.

Time frame

All funds granted to CAPK shall be completely expended within the term of the Agreement.

EXHIBIT "A"

INVOICING AND BUDGET DETAIL

1. INVOICE PACKAGES.

1.1 No disbursement under this Agreement will be made except (a) after Corporation's Executive Director and Financial Manager(s) attend a Contract Workshop conducted by CITY, and (b), upon receipt of an acceptable "Corporation Payment Request" duly executed by or on behalf of the Corporation. The Corporation must execute all Payment Request forms. A completed Corporation Payment Request form must accompany all invoice packages. All invoice packages shall be submitted to the City's Community Development Department ***not*** to exceed ***one invoice package per month*** and in the minimum amount of $500.00 except for the final funding draw invoice. Each month's Payment Request shall be for a one calendar month period of time such as July, August, September, etc. Except for the first Payment Request to be processed which may include all months beginning with the new fiscal year of July 1, 2019 and prior to the month ending for the date of the execution of the agreement. The address for submittal is:

Economic and Community Development Department
City of Bakersfield
1715 Chester Avenue, Second Floor
Bakersfield, CA 93301

1.2 Payment of any invoice shall be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice. Invoices received by City that are not consistent with the approved format will be cause for an invoice to be disputed. In the event of an invoice dispute, City will notify the Corporation by initiating an "Invoice Dispute Notification" form. Payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided above may result in return of the invoice to the Corporation. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. All invoices must be approved by City.

1.3 Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, rules, or regulations.

1.4 Corporation shall provide proof of payment to City for each invoice submitted for payment under this Grant. If the Corporation is not able to demonstrate proof of payment, City, at its discretion, may not issue a check.

1.5 The invoice shall contain the following information:

1.5.1 The word "INVOICE" and a sequential invoice number should appear in a prominent location at the top of the page(s);

1.5.2 Printed name of the service provider or contractor, along with business address, including P.O. Box, City, State, and Zip Code and Telephone Number;

1.5.3 Printed name of the Corporation, along with business address, including P.O. Box, City, State, and Zip Code and Telephone Number;

1.5.4 The date of the invoice along with the number of the Agreement upon which the invoice is based;

1.5.5 All subcontractor invoices must be listed on the invoice; a copy of the subcontractor invoice should be attached to the service provider/contractors invoice; and,

1.5.6 A brief description of the work performed, including dates of performance and the name or initials of the person performing the work;

1.5.7 The method of computing the amount due. Invoices must be itemized based on the tasks specified in the Agreement.

1.5.8 The total amount due; this should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Corporation under the terms of this Agreement; and

1.6 The following items will ***not*** be allowed:

1.6.1 Late fees, gambling debts, debts of Board Members, invoices for which no dollar amount due on payments shows on the invoice, submissions of payment requests which do not balance, donations, Bingo game expenses, and expenses related to raffles and any other game of chance.

1.6.2 Proof of payment must be provided with invoice and corporation payment request. Proof of payment may be a copy of an issued or cancelled check or copy of credit card payment.

1.6.3 Identifying information about Corporation employees or volunteers other than employee or volunteer names. Information such as Social Security numbers and addresses of employees or volunteers should not be included.

1.7 Original signature and date (in ink) of Corporation or its authorized representative on the Corporation payment request.

1.8 Final invoice shall be clearly marked 'FINAL INVOICE' and be submitted along with supporting documentation within the time as designated within the terms of the agreement.

2. <u>BUDGET CLAUSE.</u>

The amount will not exceed the amount as stated in Section 3 of the Agreement.

If funding for any fiscal year is reduced or deleted by the HUD for purposes of the program, City shall have the option to either cancel this Agreement with no liability occurring to City, or offer an Agreement amendment to Corporation to

reflect the reduced amount. Updated budget information shall be provided at the request of City.

3. <u>PAYMENT OF COSTS</u>.
The Corporation agrees that it will provide for payment of its operating costs and that all costs connected with the facility will be paid by the Corporation on a timely basis.

4. <u>AUDIT DISALLOWANCES</u>.
The Corporation agrees it shall return any audit disallowances funding to CITY.

Read and Agreed By: _____
Chief Executive Officer

Corporation Name: Community Action Partnership of Kern

Date: 12/17/2020

CORPORATION
PAYMENT REQUEST

Grant Funding:	Encircle grant type	CDBG / **ESG-CV2**

Grant Agreement No.	Purchase Order No.	Payment No.

To: City of Bakersfield
Attn: Community Development
Address: 1715 Chester Avenue, Second Floor
Bakersfield, CA 93301

From: Corporation _____

_____

Mailing Address: _____

Grant Agreement Award Amount: $_____

Reimbursement Requested $_____

Program Income from ESG-CV2/CDBG $_____

I have reviewed and certify the allowable costs associated with this payment request reimbursement submittal were paid for with available funding and any match requirements have been met. In addition, I certify that all financial obligations are met and services are being provided to intended clients.

_____ _____
Corporation Representative Date

_____
Corporation Representative Name (Printed)

CORPORATION PAYMENT REQUEST
DISPUTE NOTIFICATION FORM

Name of Corporation:

_____

Address of Corporation:

_____

_____

_____

Date Payment Request Received: _____

Date Payment Request Declined: _____

Reason for Decline/Dispute:

_____

_____

_____

_____

Reviewed By:_____

Title:_____

Dated:_____

EXHIBIT "B"

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Chief Executive Officer

12/17/2020
Date

EXHIBIT "C"

DRUG FREE WORKPLACE CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that: Corporation, representing the facility known as CAPK located at 5005 Business Park North, 93309 will continue to provide a drug-free workplace by meeting all standards and requirements of the Code of Federal Regulations, Part 24, Subpart F as follows:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about;
   (a)The dangers of drug abuse in the workplace;
   (b)The grantee's policy of maintaining a drug-free workplace;
   (c)Any available drug counseling, rehabilitation, and employee assistance programs; and,
   (d)The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will –
   (a) Abide by the terms of the statement; and
   (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4 (b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:
   (a)Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b)Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.
8. This certification meets the objectives and requirements of the United States Department of Housing and Urban Development (HUD).

Community Action Partnership of Kern
Chief Executive Officer

Dated: 12/17/2020

EXHIBIT "D"

ACTIVITY BENEFICIARY REPORT

Facility Name: _____

Service Provider Agency: _____

Reporting Period: _____

Number of Persons Assisted (unduplicated) Who Are:

	Total Number Assisted	1 Extremely Low Income (30% of Median)	2 Very Low Income (50% of Median)	3 Low Income (80% of Median)	Persons with Disability	Female Head-of-Household	Limited English Proficiency
Total Number of Individuals							

RACE/ETHNICTY					
	Total Number Assisted (unduplicated)	Hispanic or Latino (duplicated)		Total Number Assisted (unduplicated)	Hispanic or Latino (duplicated)
White			American Indian or Alaskan Native *AND* White		
Black or African American			Asian *AND* White		
Asian			Black or African American *AND* White		
American Indian or Alaskan Native			American Indian or Alaskan Native *AND* Black or African American		
Native Hawaiian or Other Pacific Islander			Balance of individuals reporting more than one race		

How have these funds been used to address COVID-19 specific impacts?

_____

_____

Number of COVID-related calls responded to _____

COMMUACT18

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/12/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Tara Hemmingsen
Commercial Lines - (213) 337-6400 USI Insurance Services LLC - CA Lic#: 0D08409 21250 Hawthorne Blvd. Suite 600 Torrance, CA 90503	PHONE (A/C, No, Ext): 424-390-0029 FAX (A/C, No): E-MAIL ADDRESS: tara.hemmingsen@usi.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Philadelphia Indemnity Insurance Company	18058
INSURER B:	Cypress Insurance Company	10855
INSURER C:	Twin City Fire Insurance Company	29459
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Community Action Partnership of Kern 5005 Business Park North Bakersfield CA 93309

COVERAGES **CERTIFICATE NUMBER:** 14824420 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		PHPK2093789	03/01/2020	03/01/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			PHPK2093789	03/01/2020	03/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE X DED RETENTION $ 10,000			PHUB710450	03/01/2020	03/01/2021	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	COWC034791	07/31/2019	07/31/2020	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liability			PHPK2093789	03/01/2020	03/01/2021	$1,000,000 Occurrence $3,000,000 Aggregate	
C	Crime - Employee Dishonesty			57KM0230123-20	03/01/2020	03/01/2021	Employee Theft $3,100,000 Deductible $15,500	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Bakersfield, its Mayor, Council, Officers, Agents, and Employees are named as an additional insured as it relates to general liability and waiver of subrogation is granted as it relates to workers comp in accordance with the terms and conditions of the policy. Umbrella follows form as it relates to additional insureds.

CERTIFICATE HOLDER

City of Bakersfield
1715 Chester Ave.
Bakersfield CA 93301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY DELUXE ENDORSEMENT: HUMAN SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	$30,000 limit	2
Damage to Premises Rented to You	$1,000,000	3
HIPAA	Clarification	4
Medical Payments	$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	$5,000	5
Supplementary Payment – Loss of Earnings	$1,000 per day	5
Employee Indemnification Defense Coverage	$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

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Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **a.** is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

"Bodily injury" or property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **b. Contractual Liability** is amended to include the following:

(3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to $50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions,** Paragraph **g. (2)** is deleted in its entirety and replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 58 feet long; and

(b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

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LIABILITY, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a $30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

   a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**; is deleted in its entirety and replaced by the following:

      Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

   b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is deleted in its entirety and replaced by the following:

      Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

   c. **SECTION V – DEFINITIONS**, Paragraph 9.a., is deleted in its entirety and replaced by the following:

      A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance, (1) (a) (ii)** is deleted in its entirety and replaced by the following:

   That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

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a. $1,000,000; or

b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph **1. Insuring Agreement** is amended to include the following:

   We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph **2. Exclusions** is amended to include the following additional exclusions:

   This insurance does not apply to:

   a. **Intentional, Willful, or Deliberate Violations**

      Any willful, intentional, or deliberate "violation(s)" by any insured.

   b. **Criminal Acts**

      Any "violation" which results in any criminal penalties under the HIPAA.

   c. **Other Remedies**

      Any remedy other than monetary damages for penalties assessed.

   d. **Compliance Reviews or Audits**

      Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

   a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."

   b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.

   c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

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G. Medical Payments – Limit Increased to $20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

   a. $20,000; or
   b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS**, Subsection **1. Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:

   (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection **2. Exclusions**, Paragraph **e. Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. b. is deleted in its entirety and replaced by the following:

1. b. Up to $5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

1.d. is deleted in its entirety and replaced by the following:

1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is $25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits.

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K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a $10,000 limit per occurrence and $10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph **(1)** above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

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Coverage Part, Paragraph **3.a.** is deleted in its entirely and replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

2. Each of the following is also an insured:

a. Medical Directors and Administrators – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.

b. Managers and Supervisors – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

c. Broadened Named Insured – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

d. Funding Source – Any person or organization with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

e. Home Care Providers – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

f. Managers, Landlords, or Lessors of Premises – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

g. Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

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organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

h. Grantors of Permits – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

(1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

i. Vendors – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.

j. Franchisor – Any person or organization with respect to their liability as the grantor of a franchise to you.

k. As Required by Contract – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations

l. Owners, Lessees or Contractors – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

(1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.

(2) This insurance does not apply to:

(a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph **2.** is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

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Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph **3.** is deleted in its entirety and replaced by the following:

"Bodily injury" means:

a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and

b. Except for mental anguish, includes death resulting from the foregoing (Item **a.** above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

a. Done intentionally by or at the direction of, or with the knowledge or consent of:

(1) Any insured; or

(2) Any executive officer, director, stockholder, partner or member of the insured;

b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

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c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or

d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT- CALIFORNIA BLANKET BASIS

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be 2% of the total manual premium otherwise due on such remuneration. The minimum premium for this endorsement is

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

BLANKET WAIVER

Person/Organization Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description **Waiver Premium**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/31/2019 Policy No. COWC034791 Endorsement No.

Insured Premium $

Insurance Company Cypress Insurance Company

Countersigned by _____

AGREEMENT NO. _____

KERN COUNTY NETWORK FOR CHILDREN
AGREEMENT FOR CARES ACT EMERGENCY SOLUTIONS GRANT (ESG-CV2)
PROGRAM SERVICES

THIS AGREEMENT is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a municipal corporation ("CITY" herein), and **KERN COUNTY NETWORK FOR CHILDREN** a 501(C)(3) California non-profit, public-benefit corporation ("CORPORATION" herein).

RECITALS

WHEREAS, international, national, state, and local health and governmental authorities are responding to an outbreak of respiratory disease caused by a novel coronavirus named "SARS-CoV-2," and the disease it causes has been named "coronavirus disease 2019," abbreviated COVID-19, ("COVID-19"); and

WHEREAS, on March 4, 2020, the Governor of the State of California declared a state of emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help state prepare for broader spread of COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States of America declared a national emergency and announced that the federal government would make emergency funding available to assist state and local governments in preventing the spread of and addressing the effects of COVID-19; and

WHEREAS, on March 17, 2020, the first case of COVID-19 in Kern County was confirmed; and

WHEREAS, on March 19, 2020, the Governor of the State of California, Gavin Newsom, issued Executive Order N-33-20, ordering all individuals in the State of California to stay home except as needed to maintain continuity of operations of the federal critical infrastructure sections; and

WHEREAS, on March 19, 2020, City Manager acting as the Director of Emergency Services proclaimed the existence of a local emergency as a result of the threat of COVID-19; and

WHEREAS, on March 25, 2020, the City Council ratified the proclamation of the existence of a local emergency in response to the COVID-19 pandemic at its March 25, 2020 meeting; and

WHEREAS, the Centers for Disease Control and Prevention, the California Department of Public Health and the Kern County Health Officer have all issued shelter in place orders to enforce social distancing, prohibited group events, and taken other precautions to protect public health and prevent transmission of this communicable virus; and

WHEREAS, as a result of the public health emergency and the precautions recommended by health authorities, many residents and businesses in Bakersfield will experience sudden and unexpected income loss; and

WHEREAS, on March 27, 2020 the Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed in response to COVID-19; and

WHEREAS, the US Congress has authorized the US Department of Housing and Urban Development (HUD) to provide supplemental Emergency Solutions Grant (ESG-CV) to the City of Bakersfield through the CARES Act; and

WHEREAS, CARES Act made available additional Emergency Solutions Grant Coronavirus (ESG-CV) funds to supplement the Fiscal Year (FY) 2020 ESG funding provided under the Further Consolidated Appropriations Act, 2020 (Public Law 116-94); and

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

WHEREAS, President Trump signed the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) on March 27, 2020 to help the Nation respond to the coronavirus outbreak; and

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

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

WHEREAS, the CITY does not have expertise currently on staff to provide housing to people experiencing homelessness; and

WHEREAS, CORPORATION is experienced, well qualified and are specialists in providing housing relocation and stabilization services; and

WHEREAS, CORPORATION has requested assistance in increasing the level of programs and activities to help mitigate the impacts of COVID-19; and

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

WHEREAS, HUD requires homeless providers who receive ESG funds participate in a Homeless Management Information System ("HMIS") if that homeless provider is located in a jurisdiction covered by a Continuum of Care ("CoC") which has an HMIS. The HMIS helps meet standards for the collection and reporting of data of client level information; and

WHEREAS, CORPORATION is located in a jurisdiction covered by a CoC with an HMIS, therefore CORPORATION will participate in HMIS using data collected for the purpose of meeting HUD's standards; and

WHEREAS, HUD requires CITY to provide an annual report which identifies the level of progress and accomplishments in meeting HUD's goals; and

WHEREAS, CITY requires CORPORATION to participate in reporting information on homeless persons served to meet HUD's goals.

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

1. <u>DEFINITIONS</u>. Except as modified or supplemented by the Grant Agreement, entered into by CITY and HUD, any term defined in the McKinney-Vento Homeless Assistance Act, Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH) or ESG Program regulations at 24 CFR 576.1 et. seq., shall have the same meaning in this Agreement.

1.1 "Program" means CITY's Homeless Services Program, and its administration.

1.2 "Project" refers to activities to be carried out by CORPORATION under the ESG-CV Program, as more fully described in **Schedule "A"** attached hereto and incorporated herein by this reference as if stated in full.

1.3 "Program Income" as defined in 2 CFR 200.80 shall mean: "[Gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance (See section 200.77)]. Program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal statues, regulations, or the terms and conditions of the Federal award, program income does not include, rebates, credits, discounts, and interest earned on any of them."

1.3.1 Program income is defined as provided by 2 CFR 200.80, except that:

1.3.1.1. Program income includes any amount of a security or utility deposit returned to the recipient or subrecipient, as provided by 24 CFR 576.2; and

1.3.1.2. Costs that are incidental to generating program income and not charged to the ESG-CV grant or subgrant may be deducted from gross income to determine program income, as allowed under 2 CFR 200.307(b).

1.3.1.3. As allowed under 2 CFR 200.307(e), program income may be treated as an addition to recipient's grant (or the subrecipient's subgrant, if the income is generated by the subrecipient's activities), provided that the program income is used in accordance with the purposes and conditions of that grant or subgrant. Program income otherwise must be deducted from allowable costs as provided by 2 CFR 200.307(e)(1).

1.4 "Fiscal Year" means a twelve-month period beginning July 1, and ending June 30 to coincide with the CITY's budget year.

1.5 "Contractor" has the meaning set forth in California Business and Professions Code Section 7026.

1.6 "Homeless" shall mean:

1.6.1 An individual or family which lacks a fixed, regular, and adequate nighttime residence; or

1.6.2 An individual or family which has a primary nighttime residence that is:

1.6.2.1. A supervised publicly or privately-operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for persons with mental illness); or

1.6.2.2. An institution that provides a temporary residence for individuals intended to be institutionalized; or

1.6.2.3. A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

1.7 "Homeless Prevention" as defined in 24 CFR 576.3 means "activities or programs designed to prevent the incidence of homelessness, including (but not limited to):

1.7.1 Short-term subsidies to defray rent and utility arrearages for families that have received eviction or utility termination notices;

1.7.2 Security deposits or first month's rent to permit an at-risk of homelessness family to move into its own apartment;

1.7.3 Mediation programs for landlord-tenant disputes;

1.7.4 Legal services programs for the representation of indigent tenants in eviction proceedings;

1.7.5 Payments to prevent foreclosure on a home; and

1.7.6 Other innovative programs and activities designed to prevent the incidence of homelessness.

1.8 "At-risk of homelessness", shall mean:

1.8.1 An individual or family who:

1.8.1.1 Has an annual income that does not exceed the Very Low-Income Limit of the area, as established for HUD's Section 8 and Public Housing Programs ; and

1.8.1.2 Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the "homeless" definition in this section; and

1.8.1.3 Meets one of the following conditions:

(A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;

(B) Is living in the home of another because of economic hardship;

(C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;

(D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;

(E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census

Bureau;

(F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or

(G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;

1.8.2 A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or

1.8.3 A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

2. **SCOPE OF WORK.** The scope of work is described as:

CORPORATION will be responsible for administering the Project in a manner satisfactory to CITY and consistent with any standards required as a condition of providing these funds. The Scope of Work of the Project will include the activities as set out in **Schedule "A"** attached hereto and incorporated by reference as set out in full.

2.1 That portion of the scope of work related to the development and implementation of eligible emergency solutions grant activities shall specifically comply with the requirements set forth in 24 CFR 576.21 et seq.

3. **COMPENSATION.** Compensation for all work, services or products called for under this Agreement shall consist of a total payment of an amount not to exceed FIFTY-EIGHT THOUSAND FOUR HUNDRED DOLLARS AND ZERO CENTS ($58,400). 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.

4. **PAYMENT.** It is expressly agreed and understood that the total amount to be paid by CITY under this Agreement shall not exceed FIFTY-EIGHT THOUSAND FOUR HUNDRED DOLLARS AND ZERO CENTS ($58,400).

5. PAYMENT PROCEDURE. CORPORATION shall be paid for services rendered after receipt of an itemized invoice for the work completed or services performed along with supporting documentation on a reimbursement cost basis and approved by CITY in accordance with the terms of this Agreement. Payment by CITY to CORPORATION shall be made within thirty (30) days after receipt and approval by CITY of CORPORATION's itemized invoice.

5.1 Disbursement of Funds. CITY shall not be obligated to disburse, or pay to, CORPORATION or any third party, any funds until and after CITY receives ESG-CV2 funds from the federal government. If CITY does not receive such funds, CITY, at its option, may terminate or suspend this Agreement without any liability to CORPORATION until CITY receives such funds. CORPORATION shall not be entitled to any damages from CITY if CITY refuses to disburse funds until CITY receives funds, even if CORPORATION or any third party has detrimentally relied upon this Agreement.

5.1.1 CORPORATION shall conform to the "time frame" as set forth in Schedule "A", which references the fiscal year beginning July 1 and ending June 30 of the following year, attached hereto and incorporated herein by reference. CORPORATION shall pay for any and all costs greater than FIFTY-EIGHT THOUSAND FOUR HUNDRED DOLLARS AND ZERO CENTS ($58,400).

5.2 Method of Payment.

5.2.1 Services, Maintenance, and/or Operations Grants. CITY agrees to pay "claims for payment" directly to CORPORATION within thirty (30) days after CITY receives a satisfactory "claim for payment." CORPORATION shall properly itemize and document claims for payment to show clearly the items, tasks, or services for which CORPORATION claims reimbursement. CORPORATION shall also describe the basis for computation: cost per hour, cost per weight, cost per task, or other measurement as CITY may specify. CITY may review the claim for completeness and accuracy, and may refuse to pay any claim until explained to CITY's satisfaction.

5.2.1.1. All amounts requested by CORPORATION shall conform to the restrictions of 24 CFR 576.21(b) and the requirements set forth in **Exhibit "A"** attached hereto and incorporated by reference and entitled Invoicing and Budget Detail.

5.2.2 Term. The term of this Agreement shall begin upon execution of this agreement by all parties and end January 31, 2022.

5.2.3 HMIS Reporting Requirements. CORPORATION will collect and evaluate data to be entered into the Homeless Management Information System (HMIS). The data will be entered into a local HMIS using HUD's standards for participation.

5.2.3.1. The data, which include the numbers served and amount of funding used per client, must be entered into the system and provided to the City on a Quarterly Basis beginning April 15, 2021 with an initial performance report, and quarterly thereafter on July 15, 2021, October 15, 2021, January 15, 2022, April 15, 2022 until the funding is fully expended.

6. CORPORATION'S OBLIGATIONS. In addition to the terms stated herein, CORPORATION shall comply with the following Federal and State laws and regulations:

6.1 Laws and Regulations

6.1.1.1. Federal. CORPORATION shall obey the Act, any amendments, Federal regulations and guidelines now or hereafter enacted pursuant to the Act, terms of the Grant to CITY now or hereafter in effect, and CITY's regulations now or hereafter enacted to facilitate administration of the Grant, or any other statute, regulation, or guideline applicable to the Program. CORPORATION shall become familiar with the appropriate statutes, regulations, and guidelines governing the Grant program.

6.1.1.2. In accordance with Section 1402(d) of the Housing and Community Development Act of 1992, amending Section 415 of the McKinney-Vento Homeless Assistance Act, CORPORATION agrees to terminate assistance to any individual or family only in accordance with a formal process established by CORPORATION which meets the following standard required by the McKinney-Vento Homeless Assistance Act:

6.1.1.2.1. If an individual or family who receives assistance from CORPORATION violates program requirements, CORPORATION may terminate the assistance in accordance with a formal process established by CORPORATION that recognizes the rights of individuals affected, which may include a hearing.

6.1.1.2.2. In accordance with Section 1402(d) of the Housing and Community Development Act of 1992, amending Section 415 of the McKinney-Vento Homeless Assistance Act, CORPORATION agrees to involve, to the maximum extent practicable, homeless individuals and families in maintaining and operating the facility and in providing services for occupants of the facility.

6.1.2 California. CORPORATION shall comply with all provisions of California law applicable to this Agreement.

6.1.3 Independent Contractor. This Agreement calls for the performance of the services of CONTRACTOR as an independent contractor. CONTRACTOR is not an agent or employee of the CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with CONTRACTOR other than that of an independent contractor.

6.1.4 **Indemnity.** CORPORATION shall indemnify, defend, and hold harmless CITY, its officers, agents, and employees and HUD against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CORPORATION, CORPORATION'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.

6.1.5 **Insurance.** In addition to any other insurance or bond required under this Agreement, CORPORATION shall procure and maintain for the duration of this Agreement the following types and limits of insurance ("basic insurance requirements" herein):

6.1.5.1. **Automobile liability insurance**, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall:

6.1.5.1.1. Provide coverage for owned, non-owned and hired autos.

6.1.5.2. **Broad form commercial general liability insurance**, unless otherwise approved by the CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall:

6.1.5.2.1. Provide contractual liability coverage for the terms of this Agreement.

6.1.5.2.2. Contain an additional insured endorsement in favor of CITY, its mayor, council, officers, agents, employees and volunteers.

6.1.5.2.3. Provide products and completed operations coverage.

6.1.5.2.4. All policies shall be written on a first-dollar coverage basis, or contain a deductible provision. Subject to advance approval by the CITY, 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.

6.1.5.3. **Workers' compensation insurance** with statutory limits and employer's liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall contain a waiver of subrogation in favor of CITY, its mayor, council, officers, agents, employees and designated volunteers.

6.1.5.4. Except for professional liability, all policies required of CORPORATION shall be primary insurance as to CITY, its mayor, council, officers, agents, employees or designated volunteers, and any insurance or self-insurance maintained by CITY shall be excess of CORPORATION's insurance and shall not contribute with it.

6.1.5.5. Except for workers' compensation, insurance is to be placed with insurers with a Bests' rating as approved by CITY's Risk Manager, but in no event less than A-: VII. Any deductibles, self-insurance retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Bests' A-: VII, must be declared prior to execution of this Agreement and approved by CITY in writing.

6.1.5.6. Unless otherwise approved by CITY's Risk Manager, all policies shall contain an endorsement providing CITY with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy. Copies of policies shall be delivered to CITY on demand.

6.1.5.7. The insurance required hereunder shall be maintained at all times during the term of this Agreement or any extension thereof.

6.1.5.8. CORPORATION shall furnish CITY's Risk Manager with a certificate of insurance and required endorsements evidencing the insurance required. CITY may withdraw its offer of contract or cancel this contract if certificates of insurance and endorsements required have not been provided prior to the execution of this Agreement.

6.1.5.9. Full compensation for all premiums which CORPORATION is required to pay on all the insurance described herein shall be considered as included in the prices paid for the various items of work to be performed under the Agreement, and no additional allowance will be made therefore or for additional premiums which may be required by extensions of the policies of insurance.

6.1.5.10. It is further understood and agreed by CORPORATION that its liability to CITY shall not in any way be limited to or affected by the amount of insurance obtained and carried by CORPORATION in connection with this Agreement.

6.1.5.11. Unless otherwise approved by CITY, if any part of the work under this Agreement is subcontracted, the "basic insurance requirements" set forth above shall be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for CORPORATION.

7. FUTURE USE RESTRICTIONS. CORPORATION shall provide ESG-CV Grant eligible activities, to begin upon the execution of this Agreement until January 31, 2022.

8. ADMINISTRATIVE REQUIREMENTS.

8.1 Records and Administration. CORPORATION agrees to comply with the policies, guidelines, and requirements of 2 CFR Part 200 as they relate to the acceptance and use of emergency solutions grant amounts by private nonprofit organizations.

8.1.1 CORPORATION agrees to maintain Project documents, records and accounts, personnel and financial records, and submit such financial and performance reports as are required by assuring a proper accounting of all Project funds, as required by the regulations adopted pursuant to the Act. Methods used to determine costs assigned to the Project must conform to 2 CFR Part 200 and must not differ substantially from the methods used by CORPORATION to determine costs for other aspects of its operations or programs. Project records will be available for audit purposes to CITY, HUD of the Controller General of the United States, or any authorized representative thereof, and will be retained for five (5) years after completion of the Project, or resolution of any applicable audit issues, whichever comes last.

8.1.2 CORPORATION shall maintain client data demonstrating client eligibility for services provided. Such information shall include, but not be limited to, client name, address, income level, or other basis for determining eligibility, and description of service provided. CORPORATION shall also collect and maintain data regarding race, ethnicity, female head of household, and disability status of clients. Such information shall be submitted to CITY or its designees for review upon request. CORPORATION shall complete and submit, in accordance with its instruction, Activity Beneficiary Report, **Exhibit "D"** attached hereto.

8.2 Close-Outs. CORPORATION's obligation to CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records.

8.3 Audits and Inspections. All CORPORATION records with respect to any matters covered by this Agreement shall be made available to CITY, its designee or the Federal Government, at any time during normal business hours,

as often as CITY deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the CORPORATION within 30 days after receipt by it. Failure of CORPORATION to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The CORPORATION hereby agrees to have an annual audit conducted in accordance with current CITY policy concerning subrecipient audits and, as applicable, 2 CFR Part 200.

8.4 Reports and Payment Procedures.

8.4.1 Program Income. CORPORATION shall report annually all program income as defined at 2 CFR 200.80 generated by activities carried out with ESG-CV Program funds made available under this Agreement. The use of program income by CORPORATION shall comply with the requirements set forth at 2 CFR 200.80. All unused program income shall be returned to CITY at the end of the Agreement period. Any interest earned on cash advances form the U.S. Treasury is not program income and shall be remitted promptly to CITY.

8.5 Personnel and Participant Conditions.

8.5.1 Non-discrimination Requirements. Under any related agreements or contracts, CORPORATION shall provide that no person, on the grounds of race, color, national origin, religion, or sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with ESG-CV Program funds. In addition, ESG-CV Program funds must be made available in accordance with the following:

8.5.1.1. The requirements of the Fair Housing Act and implementing regulations at 24 CFR 100.

8.5.1.2. Executive Order 11063 (Equal Opportunity in Housing).

8.5.1.3. Title VI of the Civil Rights Act of 1964 (PL 88-352) and Title VIII of the Civil Rights Act of 1968 (PL 90-284 nondiscrimination and fair housing on federally assisted programs).

8.5.1.4. CORPORATION shall adopt and implement procedures designed to make available to interested persons information concerning the existence and location of services and facilities to persons who are eligible for such services, but are unlikely to be made aware of them. CORPORATION shall, through its board of directors, adopt a policy of non-discrimination which complies with the laws listed under the above paragraphs F(1)(a), F(1)(b) and F(1)(c) of this title with respect to the provision of services to any person within 60 days from the date of the execution of this Agreement. CORPORATION shall further provide training to its employees regarding the enacted policy and applicable federal and state law regarding the federal and state fair housing

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

8.5.2 Rehabilitation Act of 1973 and Americans with Disabilities Act. This Agreement is subject to the provisions of Section 503 and 504 of the Rehabilitation Act of 1973 (PL 930112), 29 USC 706, and attendant regulations at 24 CFR, Part 8, which provide that no otherwise qualified, disabled individual shall, solely by reason of his disability, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance. This Agreement is also subject to the Americans with Disabilities Act of 1990 (Public Law 101-336), as amended, 42 USC 12101, et. seq. CORPORATION shall, through its board of directors, adopt a policy of non-discrimination on the basis of disability with respect to the provision of services to any person and which complies with applicable federal and state law within 60 days from the date of the execution of this Agreement. CORPORATION shall further provide training to its employees regarding the enacted policy and applicable federal and state laws regarding the Rehabilitation Act of 1973 within 90 days from the date of the execution of this Agreement.

8.5.3 Non-discrimination Because of Age. This Agreement is subject to the Age Discrimination Act of 1975, as amended, (Title III of Public Law 94-135) and attendant Code of Federal Regulations at 48 CFR, Part 22, Subpart 22.9. That Act sets forth that, except as otherwise provided, no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

8.5.4 Equal Employment Opportunity (Non-discrimination Clause). CORPORATION shall not discriminate against any employee, or applicant for employment, because of race, color, religion, sex, national origin, age, disability, or sexual orientation. CORPORATION shall take affirmative action to ensure that applicants for employment and employees are treated during employment, without regard to race, color, religion, sex, national origin, age, disability, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CORPORATION shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by CITY or HUD setting forth the provisions of this nondiscrimination clause. CORPORATION shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, disability, or sexual orientation.

8.6 Women- and Minority-Owned Business Enterprises. CORPORATION agrees to abide by the requirements of Executive Orders 11625, 12432 and 12138, the HUD regulations issued pursuant thereto at 41 CFR Part 24, 41 CFR Subpart 1-1.13, and any applicable rules and orders of HUD. The foregoing requires the maximum practicable opportunity to participate, in contracts

funded in whole or in part with federal funds, be provided to women- and minority-owned business enterprises, as subcontractors and suppliers to contractors performing work, or rendering services as prime contractors or subcontractors, under federally-funded procurement contracts.

8.6.1 **Affirmative Action for the Vietnam-Era Veterans.** CORPORATION shall comply with 48 CFR, Chapter 1, Subpart 22.13 and shall take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based on disability or veteran's status in all employment practices such as employment, upgrading, demotion, transfer, recruitment, advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

8.6.2.1. Except with respect to the rehabilitation of residential property designed for residential use for less than eight families, CORPORATION, and all contractors engaged under contracts in excess of $2,000 for the construction, alteration, and/or repair of any building or work financed in whole or in part with Federal funds provided under this Agreement, shall comply with HUD requirements pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR parts 3, 5, and 5.5a, governing the payment of wages and the ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve CORPORATION of its obligation, if any, to require payment of higher rates. CORPORATION shall cause or require to be inserted in full, in all such contracts subject to such regulations, the clause, or any modification thereof, set out in 29 CFR parts 3, 5, and 5.5a. CORPORATION shall comply with the procedures set out in the HUD handbook 1344.1, "Federal Labor Standards Compliance in Housing and Community Development Programs" (as amended).

8.6.2.2. CORPORATION shall make no awards of contracts under this Agreement to any contractor ineligible under any applicable regulations of the Department of Labor.

8.6.3 **Use of Grant Funds for Religious Purpose.** CORPORATION shall permit no ESG-CV Program funds to be expended for the design, construction,

operation, or maintenance of any facility to be used for sectarian instruction or as a place for religious worship, except in situations where such use is incidental and does not favor one religious group over another, as further described at 24 CFR 576.22.

8.6.4 **Prohibited Interest of Officials and Employees.** No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from it. No member, officer or employee of CORPORATION, or its designees or agents, no member of CITY's Council or any other public official who exercises any functions or responsibilities with respect to the ESG-CV Program during the above-described person's tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Agreement.

8.6.4.1. The requirements of Executive Order 11246 and the regulations issued under the Order at 41 CFR Chapter 60.

8.6.5 **Political Activity.** CORPORATION shall expend no Grant funds to finance any political activity in contravention of the Hatch Act (Chapter 15 of Title 5 of the United States Code).

8.6.6 **Lobbying.** CORPORATION certifies, to the best of its knowledge and belief, no Federally-appropriated funds have been paid or will be paid, by or on behalf of CORPORATION, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

8.6.6.1. If funds, other than Federally-appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, CORPORATION shall complete and submit, in accordance with its instruction, Certification Regarding Lobbying, **Exhibit "B"** attached hereto.

8.7 **Drug-Free Workplace Act of 1988.** CORPORATION, in executing this Agreement, certifies that it and any of its agents or subcontractors will maintain a drug-free workplace in accordance with the requirements of 24 CFR Part 24, Subpart F. CORPORATION shall complete and submit, in accordance with its instruction, Certification Regarding Drug Free Workplace, **Exhibit "C"** attached hereto.

8.8 Environmental Conditions.

8.8.1 Environmental Considerations. CITY and CORPORATION want to assure that the policies of the National Environmental Policy Act of 1969 (NEPA), as amended, and the California Environmental Quality Act of 1970 (CEQA), as amended, are most effectively implemented, CITY shall comply with HUD Environmental Review Procedures (24 CFR Part 58) leading to certification of release of funds for particular projects, and the CEQA review procedures (Title 14, Section 15000 et. seq. of the California Administrative Code) in connection with this Project.

8.8.2 Clean Air and Water Acts. This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., Executive Order 11738, dated September 10, 1973, and the regulations of the Environmental Protection agency at 40 CFR Part 15, as amended.

8.8.2.1. CORPORATION shall cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt (exceed $100,000, or involve a facility the subject of a conviction under the Clean Air Act, or the Federal Waste Pollution Control Act, and listed by the Environmental Protection Agency, or not otherwise exempt) transaction, the clause set out in 48 CFR 52.223-2.

8.8.2.2. CORPORATION shall also cause or require to be inserted in full, the certification set forth in 48 CFR 52.223-1, in each solicitation and resulting contract and contracts it awards without a solicitation.

8.8.2.3. CORPORATION shall not use any funds under this Agreement for a facility which has a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

8.8.3 Architectural Barriers Act of 1968. This Agreement is subject to the requirements of the Architectural Barriers Act of 1968, as amended (42 USC 4151, et. seq.) and its regulations (41 CFR Subpart 101-19.6).

8.8.4 Historic Preservation. CORPORATION shall take into account the effect of the Project on any CORPORATION, site, building, structure or object listed in or found by the Secretary of Interior, pursuant to 36 CFR 800, to be eligible for inclusion by the National Park Service. CORPORATION shall eliminate or minimize any adverse impact on a historic property. Activities affecting such properties must comply with Section 106 of the National Historic Preservation Act of 1966 (16 USC 470f), P.L. 89-665, Executive Order 11593, May 13, 1971, the Preservation of Archaeological and Historical Data Act of 1960 (16 USC 469a-1, et. seq.), the Archaeological and Historic Preservation Act of 1974 (P.L. 93-291), and their implementing regulations.

8.8.5 **Lead-Based Paint.** This Agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 USC 4821, et. seq.) and it's implementing regulations at 24 CFR Part 35.

9. CITY's OBLIGATIONS.

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

10. SUBCONTRACTS. CORPORATION shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of CITY prior to the execution of such contract.

10.1 CORPORATION will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

10.2 CORPORATION shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

10.3 CORPORATION agrees that assistance provided under this Agreement shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services or, or fund any contractor during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24.

10.4 CORPORATION shall undertake to ensure all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to CITY along with documentation concerning the selection process.

11. CITY'S REMEDIES. If CORPORATION fails to complete the Project within the time set forth in **Schedule "A,"** or fails to use the facility for the specified purpose, for the required time period, or fails to materially comply with the terms of this Agreement, CITY, at its option, may suspend or terminate this Agreement and/or require CORPORATION to reimburse the total amount of the grant funds provided pursuant to this Agreement.

11.1 **Concurrent Remedy.** No right or remedy herein conferred on or reserved to CITY is exclusive of any other right or remedy herein or by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

12. MISCELLANEOUS.

12.1 No Waiver Of Default. The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

12.2 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.

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

12.4 Corporate Authority. Each individual signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

13. KEY PERSONNEL. At request of CITY, CORPORATION shall name all key personnel to be assigned to the work set forth herein. CORPORATION shall provide background for each of the key personnel including, without limitation, resumes and work experience in the type of work called for herein. CITY reserves the right to approve key personnel. Once the key personnel are approved CORPORATION shall not change such personnel without the written approval of CITY.

14. INCLUDED DOCUMENTS. Any bid documents, including, without limitation, special provisions and standard specifications and any Request for Qualifications, Request for Qualifications and responses thereto relating to this Agreement are incorporated by reference as though fully set forth.

15. STARTING WORK. CORPORATION shall not begin work until authorized to do so in writing by CITY. No work will be authorized until the contract has been fully executed by CORPORATION and CITY.

16. TITLE TO DOCUMENTS. All documents, plans and drawings, maps, photographs and other papers, or copies thereof prepared by CORPORATION pursuant to the terms of this Agreement shall, upon preparation, become the property of CITY.

17. ACCOUNTING RECORDS. CORPORATION 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 CORPORATION'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.

18. LICENSES. CORPORATION 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 CORPORATION to practice its profession.

19. CONFIDENTIALITY. During the term of this Agreement, CORPORATION will be dealing with information of a legal and confidential nature, and such information could severely damage CITY if disclosed to outside parties. CORPORATION will not disclose to any person, directly or indirectly, either during the term of this Agreement or at any time thereafter, any such information or use such information other than as necessary in the course of this Agreement. All documents CORPORATION prepares and confidential information given to CORPORATION under this Agreement are the exclusive property of the CITY. Under no circumstances shall any such information or documents be removed from the CITY without the CITY's prior written consent.

20. NEWS RELEASES/INTERVIEWS. All news releases, media interviews, testimony at hearings and public comments relating to this Agreement by CORPORATION shall be prohibited unless authorized by CITY.

21. 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.

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. ASSIGNMENT. Neither this Agreement, nor any interest in it, may be assigned or transferred by any party without the prior written consent of all the parties. Any such assignment will be subject to such terms and conditions as CITY may choose to impose.

24. 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.

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. MERGER AND MODIFICATION. This contract sets forth the entire Agreement between the parties and supersedes all other oral or written representations. This contract may be modified only in a writing approved by the City Council and signed by all the parties.

27. CONFLICTS OF INTEREST. CORPORATION stipulates that corporately, or individually, the CORPORATION, its employees and sub-recipient AGENCIES have no financial interest in either the success or failure of any project which is dependent upon the result of the work prepared pursuant to this Agreement.

28. TERMINATION FOR CAUSE. If at any time CITY becomes dissatisfied with the performance of CORPORATION under this Agreement, CITY may terminate this Agreement on ten (10) days written notice. Written notice shall be given pursuant to the "Notices" paragraph of this Agreement. In the event of early termination, CORPORATION shall be compensated only for work satisfactorily completed up to the date of termination and delivered to and accepted by CITY.

29. COMPLIANCE WITH ALL LAWS. CORPORATION shall, at CORPORATION'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.

30. DIRECTION. CORPORATION retains the right to control or direct the manner in which the services described herein are performed.

31. EQUIPMENT. CORPORATION will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.

32. THIRD PARTY CLAIMS. In the case of public works contracts, CITY will timely notify CORPORATION of third-party claims relating to this contract. CITY shall be allowed to recover from CORPORATION, and CORPORATION shall pay on demand, all costs of notification.

33. AGREEMENT. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

34. 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.

35. PRIMARY CONTACTS. The Contract Administrator and the Project Manager shall be the primary contact persons for CITY and CORPORATION. It is expressly understood that only the City Council may approve modifications to the contract, which modifications must be in writing.

36. 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 depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

If directed to CITY, addressed to:

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

or directed to the CORPORATION, addressed to:

Executive Director
Kern County Network for Children
1801 19th Street,
Bakersfield, California, 93301

37. RESOURCE ALLOCATION. All obligations of CITY under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.

38. Termination of Agreement. CITY reserves the right to terminate this Agreement upon giving CORPORATION notice of intention to terminate at least 30 days prior to the effective date of the termination. CITY shall only convey to CORPORATION funds for work done prior to the effective date of termination.

39. 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.

40. **NON-INTEREST.** No officer or employee of CITY shall hold any interest in this Agreement (California Government Code section 1090).

41. **TAX NUMBERS.**

"CORPORATION's" Federal Tax Identification No. 33-0552738.
"CORPORATION" is a corporation? Yes X No _____.
(Please check one.)

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

"CITY"
CITY OF BAKERSFIELD

By: _____
KAREN K. GOH
Mayor

"CORPORATION"
KERN COUNTY NETWORK FOR CHILDREN

By: _____
THOMAS J. CORSON
Executive Director

APPROVED AS TO CONTENT:
DEVELOPMENT SERVICES DEPARTMENT

By: _____
CHRISTOPHER BOYLE
Development Services Director

APPROVED AS TO FORM:

VIRGINIA GENNARO
City Attorney

By: Christina J Olson For
JOSHUA H. RUDNICK
Deputy City Attorney II

_____
Insurance

COUNTERSIGNED

By: _____
RANDY MCKEEGAN
Finance Director

SCHEDULE "A"

EMERGENCY SOLUTIONS GRANT-CARES ACT (ESG-CV2)
KERN COUNTY NETWORK FOR CHILDREN

Purpose of Project

Kern County Network for Children will implement Emergency Solutions Grant eligible Rapid Rehousing program services to respond to increased need for individuals experiencing homelessness in the City of Bakersfield due to impacts of COVID-19.

Description

ESG-CV funding will be used by Kern County Network for Children for the eligible program services:

1. Rapid Rehousing

   Housing Relocation and Stabilization Services:

   Kern County Network for Children will provide financial assistance to program participants with costs associated with housing relocation and stabilization including payment of rental application fees, utility deposits, utility payments, and landlord incentives. Eligible landlord incentive costs include signing bonuses equal to up to 2 months of rent, security deposits equal to up to 3 months of rent, paying the cost to repair damages incurred by the program participant not covered by the security deposit or that are incurred while the program participant is still residing in the unit, and paying the costs of extra cleaning or maintenance of a program participant's unit or appliances.

Activities are subject to HUD-issued waivers and flexibilities ordered to mitigate the impacts of COVID-19.

Limitations

Funds may not be used to supplant existing funds. ESG-CV funds may not be used to pay landlord incentives outlined above in an amount that exceeds three times the rent charged for the unit. ESG-CV funds may pay for up to 24 months of utility payments per program participant, per service, including up to 6 months of utility payments in arrears, per service.

Other Requirements

Compliance with ESG habitability standards for permanent housing as established in 24 CFR 576.403 (c) must be documented and kept for records.

Time frame

All funds granted to Kern County Network for Children shall be completely expended within the term of the Agreement.

EXHIBIT "A"

INVOICING AND BUDGET DETAIL

1. INVOICE PACKAGES.

1.1 No disbursement under this Agreement will be made except (a) after Corporation's Executive Director and Financial Manager(s) attend a Contract Workshop conducted by CITY, and (b), upon receipt of an acceptable "Corporation Payment Request" duly executed by or on behalf of the Corporation. The Corporation must execute all Payment Request forms. A completed Corporation Payment Request form must accompany all invoice packages. All invoice packages shall be submitted to the City's Community Development Department ***not*** to exceed ***one invoice package per month*** and in the minimum amount of $500.00 except for the final funding draw invoice. Each month's Payment Request shall be for a one calendar month period of time such as July, August, September, etc. The address for submittal is:

Economic and Community Development Department
City of Bakersfield
1715 Chester Avenue, Second Floor
Bakersfield, CA 93301

1.2 Payment of any invoice shall be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice. Invoices received by City that are not consistent with the approved format will be cause for an invoice to be disputed. In the event of an invoice dispute, City will notify the Corporation by initiating an "Invoice Dispute Notification" form. Payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided above may result in return of the invoice to the Corporation. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. All invoices must be approved by City.

1.3 Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, rules, or regulations.

1.4 Corporation shall provide proof of payment to City for each invoice submitted for payment under this Grant. If the Corporation is not able to demonstrate proof of payment, City, at its discretion, may not issue a check.

1.5 The invoice shall contain the following information:

1.5.1 The word "INVOICE" and a sequential invoice number should appear in a prominent location at the top of the page(s);

1.5.2 Printed name of the service provider or contractor, along with business address, including P.O. Box, City, State, and Zip Code and Telephone Number;

1.5.3 Printed name of the Corporation, along with business address, including P.O. Box, City, State, and Zip Code and Telephone Number;

1.5.4 The date of the invoice along with the number of the Agreement upon which the invoice is based;

1.5.5 All subcontractor invoices must be listed on the invoice; a copy of the subcontractor invoice should be attached to the service provider/contractors invoice; and,

1.5.6 A brief description of the work performed, including dates of performance and the name or initials of the person performing the work;

1.5.7 The method of computing the amount due. Invoices must be itemized based on the tasks specified in the Agreement.

1.5.8 The total amount due; this should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Corporation under the terms of this Agreement; and

1.6 The following items will ***not*** be allowed:

1.6.1 Late fees, gambling debts, debts of Board Members, invoices for which no dollar amount due on payments shows on the invoice, submissions of payment requests which do not balance, donations, Bingo game expenses, and expenses related to raffles and any other game of chance.

1.6.2 Proof of payment must be provided with invoice and corporation payment request. Proof of payment may be a copy of an issued or cancelled check or copy of credit card payment.

1.6.3 Identifying information about Corporation employees or volunteers other than employee or volunteer names. Information such as Social Security numbers and addresses of employees or volunteers should not be included.

1.7 Original signature and date (in ink) of Corporation or its authorized representative on the Corporation payment request.

1.8 Final invoice shall be clearly marked 'FINAL INVOICE' and be submitted along with supporting documentation within the time as designated within the terms of the agreement.

2. <u>BUDGET CLAUSE.</u>

The amount will not exceed the amount as stated in Section 3 of the Agreement.

If funding for any fiscal year is reduced or deleted by the HUD for purposes of the program, City shall have the option to either cancel this Agreement with no liability occurring to City, or offer an Agreement amendment to Corporation to

reflect the reduced amount. Updated budget information shall be provided at the request of City.

3. PAYMENT OF COSTS.
The Corporation agrees that it will provide for payment of its operating costs and that all costs connected with the facility will be paid by the Corporation on a timely basis.

4. AUDIT DISALLOWANCES.
The Corporation agrees it shall return any audit disallowances funding to CITY.

Read and Agreed By: _____
Executive Director

Corporation Name: Kern County Network for Children

Date: 12-15-20

CORPORATION
PAYMENT REQUEST

Grant Funding:	Encircle grant type	CDBG / **ESG-CV**
Grant Agreement No.	Purchase Order No.	Payment No.

To: City of Bakersfield
Attn: Community Development
Address: 1715 Chester Avenue, Second Floor
Bakersfield, CA 93301

From: Corporation _____

Mailing Address: _____

Grant Agreement Award Amount: $_____

Reimbursement Requested $_____

Program Income from ESG-CV/CDBG $_____

I have reviewed and certify the allowable costs associated with this payment request reimbursement submittal were paid for with available funding and any match requirements have been met. In addition, I certify that all financial obligations are met and services are being provided to intended clients.

_____ _____
Corporation Representative Date

_____
Corporation Representative Name (Printed)

CORPORATION PAYMENT REQUEST
DISPUTE NOTIFICATION FORM

Name of Corporation:

_____

Address of Corporation:

_____

_____

_____

Date Payment Request Received: _____

Date Payment Request Declined: _____

Reason for Decline/Dispute:

_____

_____

_____

_____

Reviewed By:_____

Title:_____

Dated:_____

EXHIBIT "B"

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executive Director

12-15-20
Date

EXHIBIT "C"

DRUG FREE WORKPLACE CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that: Corporation, representing the facility known as Kern County Network for Children - The Dream Center located at 1801 and 1807 19th Street Bakersfield CA 93301 will continue to provide a drug-free workplace by meeting all standards and requirements of the Code of Federal Regulations, Part 24, Subpart F as follows:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
   (a)The dangers of drug abuse in the workplace;
   (b)The grantee's policy of maintaining a drug-free workplace;
   (c)Any available drug counseling, rehabilitation, and employee assistance programs; and,
   (d)The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will –
   (a) Abide by the terms of the statement; and
   (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4 (b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:
   (a)Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b)Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.
8. This certification meets the objectives and requirements of the United States Department of Housing and Urban Development (HUD).

Kern County Network for Children
Executive Director

Dated: 12-15-20

EXHIBIT "D"

ACTIVITY BENEFICIARY REPORT

Facility Name: _____

Service Provider Agency: _____

Reporting Period: _____

Number of Persons Assisted Who Are:

	Total Number Assisted	1 Extremely Low Income (30% of Median)	2 Very Low Income (50% of Median)	3 Low Income (80% of Median)	Persons with Disability	Female Head-of-Household	Limited English Proficiency
Total Number of Individuals							

RACE/ETHNICTY					
	Total Number Assisted (unduplicated)	Hispanic or Latino (duplicated)		Total Number Assisted (unduplicated)	Hispanic or Latino (duplicated)
White			American Indian or Alaskan Native *AND* White		
Black or African American			Asian *AND* White		
Asian			Black or African American *AND* White		
American Indian or Alaskan Native			American Indian or Alaskan Native *AND* Black or African American		
Native Hawaiian or Other Pacific Islander			Balance of Individuals reporting more than one race		

How have these funds been used to address COVID-19 specific impacts?

_____

_____

CERTIFICATE OF LIABILITY COVERAGE

DATE 6/12/2020

COVERAGE PROVIDER:	NAMED COVERED MEMBER DISTRICT:
Self-Insured Schools of CA 2000 K Street Bakersfield CA 93301	SISC Member Districts 2000 K Street Bakersfield, CA

THE REFERENCED MEMORANDUM OF COVERAGE(S) ("MOC") AND/OR INSURANCE POLICY(IES) EXTEND INDEMNITY PROTECTION TO THE NAMED COVERED MEMBER IN KEEPING WITH THE TERMS AND CONDITIONS OF THE COVERAGE AGREEMENTS/ POLICIES FOR THE EFFECTIVE COVERAGE DATES AND WITH THE STATED COVERAGE LIMITS. COVERAGE PROVIDED BY MOCS IS EXTENDED PURSUANT TO THE RIGHTS AND LIMITATIONS OF CALIFORNIA GOV'T CODE § 990 & 6500 ET SEQ.

CERTIFICATE NUMBER: 6

TYPE OF COVERAGE	COVERAGE AFFORDED	MOC/POLICY NUMBER	EFFECTIVE DATE(S)	EXPIRATION DATE(S)	LIMITS (Each Occurrence)
GENERAL LIABILITY	General Liability* Employment Practices Educators' Legal Liability	SLP 7120 21 DEDUCTIBLE* $ $5,000	07-01-2020	07-01-2021	$ 2,000,000
AUTOMOBILE LIABILITY	Automobile Liability** (All Owned, Hired, Leased, and Borrowed)**	SAP 7120 21 DEDUCTIBLE** $ $5,000 ACV COMP/COLL	07-01-2020	07-01-2021	$ 2,000,000
WORKERS COMPENSATION AND EMPLOYERS LIABILITY	E.L. Each Accident E.L. Disease – Ea. Employee E.L. Disease – Policy Limit	WC 7120 21	07-01-2020	07-01-2021	$ 1,000,000 $ 1,000,000 $ 1,000,000
BLANKET BUILDINGS & PROPERTY	Blanket Buildings & Contents, Replacement Cost Rental Interruption, Actual Loss Sustained	SPP 7120 21 DEDUCTIBLE $ 5,000	07-01-2020	07-01-2021	$ 250,000

*Member districts with an ADA of less than 4,000 are subject to a liability deductible of $25,000 for claims/suits resulting from sexual abuse and molestation. Members with an ADA of 4,000 or more are subject to a liability deductible of $50,000 for claims/suits resulting from sexual abuse and molestation.

**Collision/Comp deductible for buses is in the amount of $5,000. Collision/Comp deductible for other vehicles is in the amount of $2,500.

THIS CERTIFICATE CONFERS NO RIGHT, BENEFIT, OR INTEREST IN THE REFERENCED MEMORANDUM(S) OF COVERAGE OR INSURANCE POLICY(IES), NOR DOES IT AMEND, MODIFY, ENLARGE OR ALTER THE COVERAGE AFFORDED BY SUCH DOCUMENTS. IF THE CERTIFICATE HOLDER IS CONTRACTUALLY ENTITLED TO BE NAMED AS AN ADDITIONAL COVERED MEMBER ("ACM") UNDER ANY COVERAGE AGREEMENT OR POLICY, THE CONTRACT IMPOSING THE OBLIGATION MUST BE PROVIDED TO THE NAMED COVERED MEMBER LISTED ABOVE FOR REVIEW AND APPROVAL BEFORE SUCH AN ENDORSEMENT WILL BE ISSUED; ACM COVERAGE IS NOT AUTOMATICALLY GRANTED.

Description and Date(s) of Event/Operations/Locations/Vehicle (Additional remarks/schedule may be attached if more space is needed)

Various permits and use of various facilities, for which the City of Bakersfield, its mayor, council, officers, agents, employees and designated volunteers are listed as additional insureds, as respects attached list of school districts covered under the SISC MOC. (See attached list).

CERTIFICATE HOLDER:

City of Bakersfield
Risk Management
1600 Truxtun Avenue
Bakersfield CA 93301

Cancellation of Coverage: If any of the policies described herein be cancelled before their expiration dates, notice will be delivered in accordance with policy provisions.

Issuer of this Certificate:

SELF-INSURED SCHOOLS OF CA
2000 K STREET
BAKERSFIELD CA 93301
PHONE (661) 636-4495 FAX (661) 636-4868
E-mail Address: sisc_pl@kern.org

Self-Insured Schools of CA
Property, Liability, Auto, Workers Compensation
Fiscal Year 2020-21

FRESNO (1)
Caruthers Unified SD

INYO (8)
Big Pine Unified SD
Bishop Unified SD
Death Valley Unified SD
Inyo Co. Career ED JPA
Inyo County Office of Education
Lone Pine Unified SD
Owens Valley Unified SD
Round Valley Jt. Elementary SD

KERN COUNTY (47)
Arvin Union SD
Bakersfield City SD
Beardsley SD
Belridge SD
Blake SD
Buttonwillow Union SD
Caliente Union SD
Delano Union Elem. SD
Delano Jt. Union High SD
Di Giorgio SD
Edison SD
El Tejon Unified SD
Elk Hills SD
Fairfax SD
Fruitvale SD
General Shafter SD
Greenfield Union SD

KERN COUNTY (continued)
Kern Co. Superintendent of Schools (KCSOS)
KCSOS Foundations-GL Only:
California Living Museum Foundation
Kern Child Development Foundation
Kern Co. Academic Decathlon Foundation
Kern Co Network for Children Foundation
Kern Co. Science Foundation
KCSOS Ed. Services Foundation
Kern Environmental Ed. Foundation
Ready to Start Foundation
Kernville Union SD
Lakeside SD
Lamont SD
Linns Valley-Poso Flat Union SD
Lost Hills Union SD
Maple SD
Maricopa Unified SD
McFarland Unified SD
McKittrick SD
Midway SD
Mojave Unified SD
Muroc Unified SD
Norris SD
North Kern Vocational Training Center
Panama-Buena Vista Union SD
Pond Union SD
Richland SD
Rio Bravo-Greeley Union SD
Rosedale Union SD
Semitropic SD
Sierra Sands Unified SD
South Fork Union SD
Standard SD
Taft City Elementary SD
Taft Union High SD
Tehachapi Unified SD
Vineland SD
Wasco Union Elementary SD
Wasco Union High SD
Westside R.O.P.

LOS ANGELES (1)
Wilsona SD

MADERA (2)
Chowchilla Elementary SD
Madera Co. Superintendent of Schools

MONO CO (3)
Eastern Sierra Unified SD
Mammoth Unified SD
Mammoth Lakes Branch Library
Mono County Office of Education

SAN BERNARDINO (1)
Trona Unified

SAN LUIS OBISPO (2)
Bellevue-Santa Fe Charter
Grizzly Challenge Charter

SANTA BARBARA (1)
Santa Barbara Unified SD

Updated 7/6/2020

SD: School District

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies coverage provided under the following:

Self-Insured Schools of California
School Liability Program
Policy Number: SLP 7120 21

Schedule

Name of Additional Covered Person(s) or Organization(s):
AS PER WRITTEN CONTRACT
Information required to completed this Schedule, if not shown above, will be shown in the Declarations.

As requested by the Named **Covered Party**, the following changes are made to the Liability Memorandum of Coverage:

1. Section V – **Covered Parties** is amended to include as an additional **covered party** the person(s) or organization(s) shown in the Schedule, but only with respect to a claim or suit for **bodily injury**, or **property damage** caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

    A. In the performance of your ongoing operations; or
    B. In connection with your premises owned by or rented to you.

    However:

    A. The coverage afforded to such an additional covered party only applies to the extent permitted by law; and
    B. If coverage provided to the additional **covered party** is required by a contract or agreement, the coverage afforded to such additional **covered party** will not be broader than that which you are required by the contract or agreement to provide for such **covered party**.

2. With respect to the coverage afforded to these additional **covered parties**, the following is added to Section III – The Authority's **Limit of Liability**

    The most we will pay on behalf of the additional **covered party** is the amount of coverage:

    A. Required by the contract or agreement; or
    B. $2,000,000 per **occurrence**; whichever is less.

This endorsement shall not increase the applicable **Limits of Liability** shown in the Declarations.

This endorsement does not provide or broaden any coverage not afforded in the underlying Memorandum of Coverage.

AGREEMENT NO. _____

BETHANY SERVICES/BAKERSFIELD HOMELESS CENTER
AGREEMENT FOR CARES ACT EMERGENCY SOLUTIONS GRANT 2 (ESG-CV2)
PROGRAM SERVICES

THIS AGREEMENT is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a municipal corporation ("CITY" herein), and **BETHANY SERVICES/BAKERSFIELD HOMELESS CENTER**, a 501(C)(3) California non-profit, public-benefit corporation ("CORPORATION" herein).

RECITALS

WHEREAS, international, national, state, and local health and governmental authorities are responding to an outbreak of respiratory disease caused by a novel coronavirus named "SARS-CoV-2," and the disease it causes has been named "coronavirus disease 2019," abbreviated COVID-19, ("COVID-19"); and

WHEREAS, on March 4, 2020, the Governor of the State of California declared a state of emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help state prepare for broader spread of COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States of America declared a national emergency and announced that the federal government would make emergency funding available to assist state and local governments in preventing the spread of and addressing the effects of COVID-19; and

WHEREAS, on March 17, 2020, the first case of COVID-19 in Kern County was confirmed; and

WHEREAS, on March 19, 2020, the Governor of the State of California, Gavin Newsom, issued Executive Order N-33-20, ordering all individuals in the State of California to stay home except as needed to maintain continuity of operations of the federal critical infrastructure sections; and

WHEREAS, on March 19, 2020, City Manager acting as the Director of Emergency Services proclaimed the existence of a local emergency as a result of the threat of COVID-19; and

WHEREAS, on March 25, 2020, the City Council ratified the proclamation of the existence of a local emergency in response to the COVID-19 pandemic at its March 25, 2020 meeting; and

WHEREAS, the Centers for Disease Control and Prevention, the California Department of Public Health and the Kern County Health Officer have all issued shelter in place orders to enforce social distancing, prohibited group events, and taken other precautions to protect public health and prevent transmission of this communicable virus; and

WHEREAS, as a result of the public health emergency and the precautions recommended by health authorities, many residents and businesses in Bakersfield will experience sudden and unexpected income loss; and

WHEREAS, on March 27, 2020 the Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed in response to COVID-19; and

WHEREAS, the US Congress has authorized the US Department of Housing and Urban Development (HUD) to provide supplemental Emergency Solutions Grant (ESG-CV) to the City of Bakersfield through the CARES Act; and

WHEREAS, CARES Act made available additional Emergency Solutions Grant Coronavirus (ESG-CV) funds to supplement the Fiscal Year (FY) 2020 ESG funding provided under the Further Consolidated Appropriations Act, 2020 (Public Law 116-94); and

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

WHEREAS, President Trump signed the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) on March 27, 2020 to help the Nation respond to the coronavirus outbreak; and

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

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

WHEREAS, the CITY does not have expertise currently on staff to provide rapid rehousing services; and

WHEREAS, CORPORATION is experienced, well qualified and are specialists in providing rental assistance and essential services related to rapid rehousing; and

WHEREAS, CORPORATION has requested assistance in increasing the level of programs and activities to help mitigate the impacts of COVID-19; and

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

WHEREAS, HUD requires homeless providers who receive ESG funds participate in a Homeless Management Information System ("HMIS") if that homeless provider is located in a jurisdiction covered by a Continuum of Care ("CoC") which has an HMIS. The HMIS helps meet standards for the collection and reporting of data of client level information; and

WHEREAS, CORPORATION is located in a jurisdiction covered by a CoC with an HMIS, therefore CORPORATION will participate in HMIS using data collected for the purpose of meeting HUD's standards; and

WHEREAS, HUD requires CITY to provide an annual report which identifies the level of progress and accomplishments in meeting HUD's goals; and

WHEREAS, CITY requires CORPORATION to participate in reporting information on homeless persons served to meet HUD's goals.

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

1. DEFINITIONS. Except as modified or supplemented by the Grant Agreement, entered into by CITY and HUD, any term defined in the McKinney-Vento Homeless Assistance Act, Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH) or ESG Program regulations at 24 CFR 576.1 et. seq., shall have the same meaning in this Agreement.

1.1 "Program" means CITY's Homeless Services Program, and its administration.

1.2 "Project" refers to activities to be carried out by CORPORATION under the ESG-CV Program, as more fully described in **Schedule "A"** attached hereto and incorporated herein by this reference as if stated in full.

1.3 "Program Income" as defined in 2 CFR 200.80 shall mean: "[Gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance (See section 200.77)]. Program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds. Interest earned on advances of Federal funds is not program income.

Except as otherwise provided in Federal statues, regulations, or the terms and conditions of the Federal award, program income does not include, rebates, credits, discounts, and interest earned on any of them."

1.3.1 Program income is defined as provided by 2 CFR 200.80, except that:

1.3.1.1. Program income includes any amount of a security or utility deposit returned to the recipient or subrecipient, as provided by 24 CFR 576.2; and

1.3.1.2. Costs that are incidental to generating program income and not charged to the ESG-CV grant or subgrant may be deducted from gross income to determine program income, as allowed under 2 CFR 200.307(b).

1.3.1.3. As allowed under 2 CFR 200.307(e), program income may be treated as an addition to recipient's grant (or the subrecipient's subgrant, if the income is generated by the subrecipient's activities), provided that the program income is used in accordance with the purposes and conditions of that grant or subgrant. Program income otherwise must be deducted from allowable costs as provided by 2 CFR 200.307(e)(1).

1.4 "Fiscal Year" means a twelve-month period beginning July 1, and ending June 30 to coincide with the CITY's budget year.

1.5 "Contractor" has the meaning set forth in California Business and Professions Code Section 7026.

1.6 "Homeless" shall mean:

1.6.1 An individual or family which lacks a fixed, regular, and adequate nighttime residence; or

1.6.2 An individual or family which has a primary nighttime residence that is:

1.6.2.1. A supervised publicly or privately-operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for persons with mental illness); or

1.6.2.2. An institution that provides a temporary residence for individuals intended to be institutionalized; or

1.6.2.3. A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

1.7 "Homeless Prevention" as defined in 24 CFR 576.3 means "activities or programs designed to prevent the incidence of homelessness, including (but not limited to):

1.7.1 Short-term subsidies to defray rent and utility arrearages for families that have received eviction or utility termination notices;

1.7.2 Security deposits or first month's rent to permit an at-risk of homelessness family to move into its own apartment;

1.7.3 Mediation programs for landlord-tenant disputes;

1.7.4 Legal services programs for the representation of indigent tenants in eviction proceedings;

1.7.5 Payments to prevent foreclosure on a home; and

1.7.6 Other innovative programs and activities designed to prevent the incidence of homelessness.

1.8 "At-risk of homelessness", shall mean:

1.8.1 An individual or family who:

1.8.1.1 Has an annual income that does not exceed the Very Low-Income Limit of the area, as established for HUD's Section 8 and Public Housing Programs; and

1.8.1.2 Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the "homeless" definition in this section; and

1.8.1.3 Meets one of the following conditions:

(A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;

(B) Is living in the home of another because of economic hardship;

(C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;

(D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;

(E) Lives in a single-room occupancy or efficiency apartment

unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau;

(F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or

(G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;

1.8.2 A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or

1.8.3 A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

2. **SCOPE OF WORK.** The scope of work is described as:

CORPORATION will be responsible for administering the Project in a manner satisfactory to CITY and consistent with any standards required as a condition of providing these funds. The Scope of Work of the Project will include the activities as set out in **Schedule "A"** attached hereto and incorporated by reference as set out in full.

2.1 That portion of the scope of work related to the development and implementation of eligible emergency solutions grant activities shall specifically comply with the requirements set forth in 24 CFR 576.21 et seq.

3. **COMPENSATION.** Compensation for all work, services or products called for under this Agreement shall consist of a total payment of an amount not to exceed ONE MILLION, FIVE HUNDRED THOUSAND, THREE HUNDRED FOUR DOLLARS AND ZERO CENTS ($1,500,304). 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.

4. PAYMENT. It is expressly agreed and understood that the total amount to be paid by CITY under this Agreement shall not exceed ONE MILLION, FIVE HUNDRED THOUSAND, THREE HUNDRED FOUR DOLLARS AND ZERO CENTS ($1,500,304.

5. PAYMENT PROCEDURE. CORPORATION shall be paid for services rendered after receipt of an itemized invoice for the work completed or services performed along with supporting documentation on a reimbursement cost basis and approved by CITY in accordance with the terms of this Agreement. Payment by CITY to CORPORATION shall be made within thirty (30) days after receipt and approval by CITY of CORPORATION's itemized invoice.

5.1 Notwithstanding the above section, CORPORATION may be paid an advance in an amount not to exceed 15% of the total compensation under this Agreement.

5.2 Disbursement of Funds. CITY shall not be obligated to disburse, or pay to, CORPORATION or any third party, any funds until and after CITY receives ESG-CV2 funds from the federal government. If CITY does not receive such funds, CITY, at its option, may terminate or suspend this Agreement without any liability to CORPORATION until CITY receives such funds. CORPORATION shall not be entitled to any damages from CITY if CITY refuses to disburse funds until CITY receives funds, even if CORPORATION or any third party has detrimentally relied upon this Agreement.

5.2.1 CORPORATION shall conform to the "time frame" as set forth in Schedule "A", which references the fiscal year beginning July 1 and ending June 30 of the following year, attached hereto and incorporated herein by reference. CORPORATION shall pay for any and all costs greater than ONE MILLION, FIVE HUNDRED THOUSAND, THREE HUNDRED FOUR DOLLARS AND ZERO CENTS ($1,500,304.

5.3 Method of Payment.

5.3.1 Services, Maintenance, and/or Operations Grants. CITY agrees to pay "claims for payment" directly to CORPORATION within thirty (30) days after CITY receives a satisfactory "claim for payment." CORPORATION shall properly itemize and document claims for payment to show clearly the items, tasks, or services for which CORPORATION claims reimbursement. CORPORATION shall also describe the basis for computation: cost per hour, cost per weight, cost per task, or other measurement as CITY may specify. CITY may review the claim for completeness and accuracy, and may refuse to pay any claim until explained to CITY's satisfaction.

5.3.1.1. All amounts requested by CORPORATION shall conform to the restrictions of 24 CFR 576.21(b) and the requirements set forth in **Exhibit "A"** attached hereto and incorporated by reference and entitled Invoicing and Budget Detail.

5.3.2 **Term.** The term of this Agreement shall begin upon execution of this agreement by all parties and end March 31, 2022.

5.3.3 **HMIS Reporting Requirements.** CORPORATION will collect and evaluate data to be entered into the Homeless Management Information System (HMIS). The data will be entered into a local HMIS using HUD's standards for participation.

5.3.3.1. The data, which include the numbers served and amount of funding used per client, must be entered into the system and provided to the City on a Quarterly Basis beginning July 1, 2021 with an initial performance report, and quarterly thereafter on, until the funding is fully expended.

6. CORPORATION'S OBLIGATIONS. In addition to the terms stated herein, CORPORATION shall comply with the following Federal and State laws and regulations:

6.1 Laws and Regulations

6.1.1.1. Federal. CORPORATION shall obey the Act, any amendments, Federal regulations and guidelines now or hereafter enacted pursuant to the Act, terms of the Grant to CITY now or hereafter in effect, and CITY's regulations now or hereafter enacted to facilitate administration of the Grant, or any other statute, regulation, or guideline applicable to the Program. CORPORATION shall become familiar with the appropriate statutes, regulations, and guidelines governing the Grant program.

6.1.1.2. In accordance with Section 1402(d) of the Housing and Community Development Act of 1992, amending Section 415 of the McKinney-Vento Homeless Assistance Act, CORPORATION agrees to terminate assistance to any individual or family only in accordance with a formal process established by CORPORATION which meets the following standard required by the McKinney-Vento Homeless Assistance Act:

6.1.1.2.1. If an individual or family who receives assistance from CORPORATION violates program requirements, CORPORATION may terminate the assistance in accordance with a formal process established by CORPORATION that recognizes the rights of individuals affected, which may include a hearing.

6.1.1.2.2. In accordance with Section 1402(d) of the Housing and Community Development Act of 1992, amending Section 415 of the McKinney-Vento Homeless Assistance Act, CORPORATION agrees to involve, to the maximum extent practicable, homeless individuals and families in maintaining and operating the facility and in providing services for occupants of the facility.

6.1.2 **California.** CORPORATION shall comply with all provisions of

California law applicable to this Agreement.

6.1.3 **Independent Contractor.** This Agreement calls for the performance of the services of CONTRACTOR as an independent contractor. CONTRACTOR is not an agent or employee of the CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with CONTRACTOR other than that of an independent contractor.

6.1.4 **Indemnity.** CORPORATION shall indemnify, defend, and hold harmless CITY, its officers, agents, and employees and HUD against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CORPORATION, CORPORATION'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.

6.1.5 **Insurance.** In addition to any other insurance or bond required under this Agreement, CORPORATION shall procure and maintain for the duration of this Agreement the following types and limits of insurance ("basic insurance requirements" herein):

6.1.5.1. **Automobile liability insurance**, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall:

6.1.5.1.1. Provide coverage for owned, non-owned and hired autos.

6.1.5.2. **Broad form commercial general liability insurance**, unless otherwise approved by the CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall:

6.1.5.2.1. Provide contractual liability coverage for the terms of this Agreement.

6.1.5.2.2. Contain an additional insured endorsement in favor of CITY, its mayor, council, officers, agents, employees and volunteers.

6.1.5.2.3. Provide products and completed operations coverage.

6.1.5.2.4. All policies shall be written on a first-dollar coverage basis, or contain a deductible provision. Subject to advance approval by the CITY, 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.

6.1.5.3. **Workers' compensation insurance** with statutory limits and employer's liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall contain a waiver of subrogation in favor of CITY, its mayor, council, officers, agents, employees and designated volunteers.

6.1.5.4. Except for professional liability, all policies required of CORPORATION shall be primary insurance as to CITY, its mayor, council, officers, agents, employees or designated volunteers, and any insurance or self-insurance maintained by CITY shall be excess of CORPORATION's insurance and shall not contribute with it.

6.1.5.5. Except for workers' compensation, insurance is to be placed with insurers with a Bests' rating as approved by CITY's Risk Manager, but in no event less than A-: VII. Any deductibles, self-insurance retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Bests' A-: VII, must be declared prior to execution of this Agreement and approved by CITY in writing.

6.1.5.6. Unless otherwise approved by CITY's Risk Manager, all policies shall contain an endorsement providing CITY with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy. Copies of policies shall be delivered to CITY on demand.

6.1.5.7. The insurance required hereunder shall be maintained at all times during the term of this Agreement or any extension thereof.

6.1.5.8. CORPORATION shall furnish CITY's Risk Manager with a certificate of insurance and required endorsements evidencing the insurance required. CITY may withdraw its offer of contract or cancel this contract if certificates of insurance and endorsements required have not been provided prior to the execution of this Agreement.

6.1.5.9. Full compensation for all premiums which CORPORATION is required to pay on all the insurance described herein shall be considered as included in the prices paid for the various items of work to be performed under the Agreement, and no additional allowance will be made therefore or for

additional premiums which may be required by extensions of the policies of insurance.

6.1.5.10. It is further understood and agreed by CORPORATION that its liability to CITY shall not in any way be limited to or affected by the amount of insurance obtained and carried by CORPORATION in connection with this Agreement.

6.1.5.11. Unless otherwise approved by CITY, if any part of the work under this Agreement is subcontracted, the "basic insurance requirements" set forth above shall be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for CORPORATION.

7. FUTURE USE RESTRICTIONS. CORPORATION shall provide ESG-CV Grant eligible activities for an 12-month period, which begins upon the execution of this Agreement.

8. ADMINISTRATIVE REQUIREMENTS.

8.1.1 8.1 Records and Administration. CORPORATION agrees to comply with the policies, guidelines, and requirements of 2 CFR Part 200 as they relate to the acceptance and use of emergency solutions grant amounts by private nonprofit organizations. CORPORATION agrees to maintain Project documents, records and accounts, personnel and financial records, and submit such financial and performance reports as are required by assuring a proper accounting of all Project funds, as required by the regulations adopted pursuant to the Act. Methods used to determine costs assigned to the Project must conform to 2 CFR Part 200 and must not differ substantially from the methods used by CORPORATION to determine costs for other aspects of its operations or programs. Project records will be available for audit purposes to CITY, HUD of the Controller General of the United States, or any authorized representative thereof, and will be retained for five (5) years after completion of the Project, or resolution of any applicable audit issues, whichever comes last.

8.1.2 CORPORATION shall maintain client data demonstrating client eligibility for services provided. Such information shall include, but not be limited to, client name, address, income level, or other basis for determining eligibility, and description of service provided. CORPORATION shall also collect and maintain data regarding race, ethnicity, female head of household, and disability status of clients. Such information shall be submitted to CITY or its designees for review upon request. CORPORATION shall complete and submit, in accordance with its instruction, Activity Beneficiary Report, Exhibit "D" attached hereto.

8.2 Close-Outs. CORPORATION's obligation to CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment,

unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records.

8.3 **Audits and Inspections.** All CORPORATION records with respect to any matters covered by this Agreement shall be made available to CITY, its designee or the Federal Government, at any time during normal business hours, as often as CITY deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the CORPORATION within 30 days after receipt by it. Failure of CORPORATION to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The CORPORATION hereby agrees to have an annual audit conducted in accordance with current CITY policy concerning subrecipient audits and, as applicable, 2 CFR Part 200.

8.4 **Reports and Payment Procedures.**

8.4.1 **Program Income.** CORPORATION shall report annually all program income as defined at 2 CFR 200.80 generated by activities carried out with ESG-CV Program funds made available under this Agreement. The use of program income by CORPORATION shall comply with the requirements set forth at 2 CFR 200.80. All unused program income shall be returned to CITY at the end of the Agreement period. Any interest earned on cash advances form the U.S. Treasury is not program income and shall be remitted promptly to CITY.

8.5 **Personnel and Participant Conditions.**

8.5.1 **Non-discrimination Requirements.** Under any related agreements or contracts, CORPORATION shall provide that no person, on the grounds of race, color, national origin, religion, or sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with ESG-CV Program funds. In addition, ESG-CV Program funds must be made available in accordance with the following:

8.5.1.1. The requirements of the Fair Housing Act and implementing regulations at 24 CFR 100.

8.5.1.2. Executive Order 11063 (Equal Opportunity in Housing).

8.5.1.3. Title VI of the Civil Rights Act of 1964 (PL 88-352) and Title VIII of the Civil Rights Act of 1968 (PL 90-284 nondiscrimination and fair housing on federally assisted programs).

8.5.1.4. CORPORATION shall adopt and implement procedures designed to make available to interested persons information concerning the existence and location of services and facilities to persons who are eligible for such services, but are unlikely to be made aware of them. CORPORATION shall,

through its board of directors, adopt a policy of non-discrimination which complies with the laws listed under the above paragraphs F(1)(a), F(1)(b) and F(1)(c) of this title with respect to the provision of services to any person within 60 days from the date of the execution of this Agreement. CORPORATION shall further provide training to its employees regarding the enacted policy and applicable federal and state law regarding the federal and state fair housing acts within 90 days from the date of the execution of this Agreement.

8.5.2 Rehabilitation Act of 1973 and Americans with Disabilities Act. This Agreement is subject to the provisions of Section 503 and 504 of the Rehabilitation Act of 1973 (PL 930112), 29 USC 706, and attendant regulations at 24 CFR, Part 8, which provide that no otherwise qualified, disabled individual shall, solely by reason of his disability, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance. This Agreement is also subject to the Americans with Disabilities Act of 1990 (Public Law 101-336), as amended, 42 USC 12101, et. seq. CORPORATION shall, through its board of directors, adopt a policy of non-discrimination on the basis of disability with respect to the provision of services to any person and which complies with applicable federal and state law within 60 days from the date of the execution of this Agreement. CORPORATION shall further provide training to its employees regarding the enacted policy and applicable federal and state laws regarding the Rehabilitation Act of 1973 within 90 days from the date of the execution of this Agreement.

8.5.3 Non-discrimination Because of Age. This Agreement is subject to the Age Discrimination Act of 1975, as amended, (Title III of Public Law 94-135) and attendant Code of Federal Regulations at 48 CFR, Part 22, Subpart 22.9. That Act sets forth that, except as otherwise provided, no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

8.5.4 Equal Employment Opportunity (Non-discrimination Clause). CORPORATION shall not discriminate against any employee, or applicant for employment, because of race, color, religion, sex, national origin, age, disability, or sexual orientation. CORPORATION shall take affirmative action to ensure that applicants for employment and employees are treated during employment, without regard to race, color, religion, sex, national origin, age, disability, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CORPORATION shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by CITY or HUD setting forth the provisions of this nondiscrimination clause. CORPORATION shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, disability, or sexual orientation.

8.6 Women- and Minority-Owned Business Enterprises. CORPORATION agrees to abide by the requirements of Executive Orders 11625, 12432 and 12138, the HUD regulations issued pursuant thereto at 41 CFR Part 24, 41 CFR Subpart 1-1.13, and any applicable rules and orders of HUD. The foregoing requires the maximum practicable opportunity to participate, in contracts funded in whole or in part with federal funds, be provided to women- and minority-owned business enterprises, as subcontractors and suppliers to contractors performing work, or rendering services as prime contractors or subcontractors, under federally-funded procurement contracts.

8.6.1 Affirmative Action for the Vietnam-Era Veterans. CORPORATION shall comply with 48 CFR, Chapter 1, Subpart 22.13 and shall take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based on disability or veteran's status in all employment practices such as employment, upgrading, demotion, transfer, recruitment, advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

8.6.2.1. Except with respect to the rehabilitation of residential property designed for residential use for less than eight families, CORPORATION, and all contractors engaged under contracts in excess of $2,000 for the construction, alteration, and/or repair of any building or work financed in whole or in part with Federal funds provided under this Agreement, shall comply with HUD requirements pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR parts 3, 5, and 5.5a, governing the payment of wages and the ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve CORPORATION of its obligation, if any, to require payment of higher rates. CORPORATION shall cause or require to be inserted in full, in all such contracts subject to such regulations, the clause, or any modification thereof, set out in 29 CFR parts 3, 5, and 5.5a. CORPORATION shall comply with the procedures set out in the HUD handbook 1344.1, "Federal Labor Standards Compliance in Housing and Community Development Programs" (as amended).

8.6.2.2. CORPORATION shall make no awards of contracts under this Agreement to any contractor ineligible under any applicable regulations of the Department of Labor.

8.6.3 **Use of Grant Funds for Religious Purpose.** CORPORATION shall permit no ESG-CV Program funds to be expended for the design, construction, operation, or maintenance of any facility to be used for sectarian instruction or as a place for religious worship, except in situations where such use is incidental and does not favor one religious group over another, as further described at 24 CFR 576.22.

8.6.4 **Prohibited Interest of Officials and Employees.** No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from it. No member, officer or employee of CORPORATION, or its designees or agents, no member of CITY's Council or any other public official who exercises any functions or responsibilities with respect to the ESG-CV Program during the above-described person's tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Agreement.

8.6.4.1. The requirements of Executive Order 11246 and the regulations issued under the Order at 41 CFR Chapter 60.

8.6.5 **Political Activity.** CORPORATION shall expend no Grant funds to finance any political activity in contravention of the Hatch Act (Chapter 15 of Title 5 of the United States Code).

8.6.6 **Lobbying.** CORPORATION certifies, to the best of its knowledge and belief, no Federally-appropriated funds have been paid or will be paid, by or on behalf of CORPORATION, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

8.6.6.1. If funds, other than Federally-appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, CORPORATION shall complete and submit, in accordance with its instruction, Certification Regarding Lobbying, **Exhibit "B"** attached hereto.

8.7 **Drug-Free Workplace Act of 1988.** CORPORATION, in executing this

Agreement, certifies that it and any of its agents or subcontractors will maintain a drug-free workplace in accordance with the requirements of 24 CFR Part 24, Subpart F. CORPORATION shall complete and submit, in accordance with its instruction, Certification Regarding Drug Free Workplace, **Exhibit "C"** attached hereto.

8.8 Environmental Conditions.

8.8.1 Environmental Considerations. CITY and CORPORATION want to assure that the policies of the National Environmental Policy Act of 1969 (NEPA), as amended, and the California Environmental Quality Act of 1970 (CEQA), as amended, are most effectively implemented, CITY shall comply with HUD Environmental Review Procedures (24 CFR Part 58) leading to certification of release of funds for particular projects, and the CEQA review procedures (Title 14, Section 15000 et. seq. of the California Administrative Code) in connection with this Project.

8.8.2 Clean Air and Water Acts. This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., Executive Order 11738, dated September 10, 1973, and the regulations of the Environmental Protection agency at 40 CFR Part 15, as amended.

8.8.2.1. CORPORATION shall cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt (exceed $100,000, or involve a facility the subject of a conviction under the Clean Air Act, or the Federal Waste Pollution Control Act, and listed by the Environmental Protection Agency, or not otherwise exempt) transaction, the clause set out in 48 CFR 52.223-2.

8.8.2.2. CORPORATION shall also cause or require to be inserted in full, the certification set forth in 48 CFR 52.223-1, in each solicitation and resulting contract and contracts it awards without a solicitation.

8.8.2.3. CORPORATION shall not use any funds under this Agreement for a facility which has a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

8.8.3 Architectural Barriers Act of 1968. This Agreement is subject to the requirements of the Architectural Barriers Act of 1968, as amended (42 USC 4151, et. seq.) and its regulations (41 CFR Subpart 101-19.6).

8.8.4 Historic Preservation. CORPORATION shall take into account the effect of the Project on any CORPORATION, site, building, structure or object listed in or found by the Secretary of Interior, pursuant to 36 CFR 800, to be eligible for inclusion by the National Park Service. CORPORATION shall eliminate or minimize any adverse impact on a historic property. Activities affecting such properties must comply with Section 106 of the National Historic Preservation Act

of 1966 (16 USC 470f), P.L. 89-665, Executive Order 11593, May 13, 1971, the Preservation of Archaeological and Historical Data Act of 1960 (16 USC 469a-1, et. seq.), the Archaeological and Historic Preservation Act of 1974 (P.L. 93-291), and their implementing regulations.

8.8.5 **Lead-Based Paint.** This Agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 USC 4821, et. seq.) and it's implementing regulations at 24 CFR Part 35.

9. CITY's OBLIGATIONS.

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

10. SUBCONTRACTS. CORPORATION shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of CITY prior to the execution of such contract.

10.1 CORPORATION will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

10.2 CORPORATION shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

10.3 CORPORATION agrees that assistance provided under this Agreement shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services or, or fund any contractor during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24.

10.4 CORPORATION shall undertake to ensure all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to CITY along with documentation concerning the selection process.

11. CITY'S REMEDIES. If CORPORATION fails to complete the Project within the time set forth in **Schedule "A,"** or fails to use the facility for the specified purpose, for the required time period, or fails to materially comply with the terms of this Agreement, CITY, at its option, may suspend or terminate this Agreement and/or require CORPORATION to reimburse the total amount of the grant funds provided pursuant to this Agreement.

11.1 **Concurrent Remedy.** No right or remedy herein conferred on or reserved to CITY is exclusive of any other right or remedy herein or by law or

equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

12. MISCELLANEOUS.

12.1 No Waiver Of Default. The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

12.2 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.

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

12.4 Corporate Authority. Each individual signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

13. KEY PERSONNEL. At request of CITY, CORPORATION shall name all key personnel to be assigned to the work set forth herein. CORPORATION shall provide background for each of the key personnel including, without limitation, resumes and work experience in the type of work called for herein. CITY reserves the right to approve key personnel. Once the key personnel are approved CORPORATION shall not change such personnel without the written approval of CITY.

14. INCLUDED DOCUMENTS. Any bid documents, including, without limitation, special provisions and standard specifications and any Request for Qualifications, Request for Qualifications and responses thereto relating to this Agreement are incorporated by reference as though fully set forth.

15. STARTING WORK. CORPORATION shall not begin work until authorized to do so in writing by CITY. No work will be authorized until the contract has been fully executed by CORPORATION and CITY.

16. TITLE TO DOCUMENTS. All documents, plans and drawings, maps, photographs and other papers, or copies thereof prepared by CORPORATION pursuant to the terms of this Agreement shall, upon preparation, become the property of CITY.

17. ACCOUNTING RECORDS. CORPORATION 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 CORPORATION'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.

18. LICENSES. CORPORATION 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 CORPORATION to practice its profession.

19. CONFIDENTIALITY. During the term of this Agreement, CORPORATION will be dealing with information of a legal and confidential nature, and such information could severely damage CITY if disclosed to outside parties. CORPORATION will not disclose to any person, directly or indirectly, either during the term of this Agreement or at any time thereafter, any such information or use such information other than as necessary in the course of this Agreement. All documents CORPORATION prepares and confidential information given to CORPORATION under this Agreement are the exclusive property of the CITY. Under no circumstances shall any such information or documents be removed from the CITY without the CITY's prior written consent.

20. NEWS RELEASES/INTERVIEWS. All news releases, media interviews, testimony at hearings and public comments relating to this Agreement by CORPORATION shall be prohibited unless authorized by CITY.

21. 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.

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. ASSIGNMENT. Neither this Agreement, nor any interest in it, may be assigned or transferred by any party without the prior written consent of all the parties. Any such assignment will be subject to such terms and conditions as CITY may choose to impose.

24. 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.

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. MERGER AND MODIFICATION. This contract sets forth the entire Agreement between the parties and supersedes all other oral or written representations. This contract may be modified only in a writing approved by the City Council and signed by all the parties.

27. CONFLICTS OF INTEREST. CORPORATION stipulates that corporately, or individually, the CORPORATION, its employees and sub-recipient AGENCIES have no financial interest in either the success or failure of any project which is dependent upon the result of the work prepared pursuant to this Agreement.

28. TERMINATION FOR CAUSE. If at any time CITY becomes dissatisfied with the performance of CORPORATION under this Agreement, CITY may terminate this Agreement on ten (10) days written notice. Written notice shall be given pursuant to the "Notices" paragraph of this Agreement. In the event of early termination, CORPORATION shall be compensated only for work satisfactorily completed up to the date of termination and delivered to and accepted by CITY.

29. COMPLIANCE WITH ALL LAWS. CORPORATION shall, at CORPORATION'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.

30. DIRECTION. CORPORATION retains the right to control or direct the manner in which the services described herein are performed.

31. EQUIPMENT. CORPORATION will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.

32. THIRD PARTY CLAIMS. In the case of public works contracts, CITY will timely notify CORPORATION of third-party claims relating to this contract. CITY shall be allowed to recover from CORPORATION, and CORPORATION shall pay on demand, all costs of notification.

33. AGREEMENT. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

34. 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.

35. PRIMARY CONTACTS. The Contract Administrator and the Project Manager shall be the primary contact persons for CITY and CORPORATION. It is expressly understood that only the City Council may approve modifications to the contract, which modifications must be in writing.

36. 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 depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

If directed to CITY, addressed to:

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

or directed to the CORPORATION, addressed to:

Chief Executive Officer
Bethany Services/
Bakersfield Homeless Center
1600 E Truxtun Avenue
Bakersfield, CA 93305

37. RESOURCE ALLOCATION. All obligations of CITY under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.

38. Termination of Agreement. CITY reserves the right to terminate this Agreement upon giving CORPORATION notice of intention to terminate at least 30 days prior to the effective date of the termination. CITY shall only convey to CORPORATION funds for work done prior to the effective date of termination.

39. 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.

40. NON-INTEREST. No officer or employee of CITY shall hold any interest in this Agreement (California Government Code section 1090).

41. TAX NUMBERS.

"CORPORATION's" Federal Tax Identification No. 95-2858936.
"CORPORATION" is a corporation? Yes X No _____.
(Please check one.)

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

"CITY"

"CORPORATION"
CITY OF BAKERSFIELD
BETHANY SERVICES/BAKERSFIELD HOMELESS CENTER

By: _____
KAREN K. GOH
Mayor

By: _____
LOUIS GILL
Chief Executive Officer

APPROVED AS TO CONTENT:
DEVELOPMENT SERVICES DEPARTMENT

By: _____
JACQUELYN R. KITCHEN
Assistant City Manager & Acting ECD Director

APPROVED AS TO FORM:

VIRGINIA GENNARO
City Attorney

By: Christina J Olson For
JOSHUA H. RUDNICK
Deputy City Attorney II

COUNTERSIGNED

By: _____
RANDY MCKEEGAN
Finance Director

SCHEDULE "A"

EMERGENCY SOLUTIONS GRANT-CARES ACT 2 (ESG-CV2)
BETHANY SERVICES, DBA BAKERSFIELD HOMELESS CENTER

Purpose of Project

Bethany Services/Bakersfield Homeless Center (BHC) will implement Emergency Solutions Grant eligible services (housing navigation and stabilization services and short-term and medium-term rental assistance) to provide rapid rehousing assistance individuals experiencing homelessness in the City of Bakersfield due to impacts of COVID-19.

Description

ESG-CV funding will be used by BHC for the eligible activities:

1. Payment of housing navigation and stabilization services.

BHC will meet costs of relocation and stabilization services, including but not limited to such items as payment of rental application fees, security deposits, last month's rent, utility payments, housing search and placement, and housing stability case management as described in 24 CFR 576.105.

2. Payment of short-term and medium-term rental assistance.

BHC will meet costs of short-term rental assistance, which is assistance for no more than 3 months, and medium-term rental assistance, which is assistance for more than 3 months but no more than 24 months, as described in 24 CFR 576.106

Activities are subject to HUD-issued waivers and flexibilities ordered to mitigate the impacts of COVID-19.

Limitations

No more than $430,312 of total grant monies shall be used to pay administration, operations, and personnel, as outlined in Exhibit A

Time frame

All funds granted to BHC shall be completely expended within the term of the Agreement.

EXHIBIT "A"

INVOICING AND BUDGET DETAIL

1. <u>INVOICE PACKAGES.</u>

1.1 No disbursement under this Agreement will be made except (a) after Corporation's Executive Director and Financial Manager(s) attend a Contract Workshop conducted by CITY, and (b), upon receipt of an acceptable "Corporation Payment Request" duly executed by or on behalf of the Corporation. The Corporation must execute all Payment Request forms. A completed Corporation Payment Request form must accompany all invoice packages. All invoice packages shall be submitted to the City's Community Development Department ***<u>not</u>*** to exceed ***one invoice package per month*** and in the minimum amount of $500.00 except for the final funding draw invoice. Each month's Payment Request shall be for a one calendar month period of time such as July, August, September, etc. The address for submittal is:

Economic and Community Development Department
City of Bakersfield
1715 Chester Avenue, Second Floor
Bakersfield, CA 93301

1.2 Payment of any invoice shall be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice. Invoices received by City that are not consistent with the approved format will be cause for an invoice to be disputed. In the event of an invoice dispute, City will notify the Corporation by initiating an "Invoice Dispute Notification" form. Payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided above may result in return of the invoice to the Corporation. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. All invoices must be approved by City.

1.3 Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, rules, or regulations.

1.4 Corporation shall provide proof of payment to City for each invoice submitted for payment under this Grant. If the Corporation is not able to demonstrate proof of payment, City, at its discretion, may not issue a check.

1.5 The invoice shall contain the following information:

1.5.1 The word "INVOICE" and a sequential invoice number should appear in a prominent location at the top of the page(s);

1.5.2 Printed name of the service provider or contractor, along with business address, including P.O. Box, City, State, and Zip Code and Telephone Number;

1.5.3 Printed name of the Corporation, along with business address, including P.O. Box, City, State, and Zip Code and Telephone Number;

1.5.4 The date of the invoice along with the number of the Agreement upon which the invoice is based;

1.5.5 All subcontractor invoices must be listed on the invoice; a copy of the subcontractor invoice should be attached to the service provider/contractors invoice; and,

1.5.6 A brief description of the work performed, including dates of performance and the name or initials of the person performing the work;

1.5.7 The method of computing the amount due. Invoices must be itemized based on the tasks specified in the Agreement.

1.5.8 The total amount due; this should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Corporation under the terms of this Agreement; and

1.6 The following items will ***not*** be allowed:

1.6.1 Late fees, gambling debts, debts of Board Members, invoices for which no dollar amount due on payments shows on the invoice, submissions of payment requests which do not balance, donations, Bingo game expenses, and expenses related to raffles and any other game of chance.

1.6.2 Proof of payment must be provided with invoice and corporation payment request. Proof of payment may be a copy of an issued or cancelled check or copy of credit card payment.

1.6.3 Identifying information about Corporation employees or volunteers other than employee or volunteer names. Information such as Social Security numbers and addresses of employees or volunteers should not be included.

1.7 Original signature and date (in ink) of Corporation or its authorized representative on the Corporation payment request.

1.8 Final invoice shall be clearly marked 'FINAL INVOICE' and be submitted along with supporting documentation within the time as designated within the terms of the agreement.

2. <u>BUDGET CLAUSE.</u>

The amount will not exceed the amount as stated in Section 3 of the Agreement.

If funding for any fiscal year is reduced or deleted by the HUD for purposes of the program, City shall have the option to either cancel this Agreement with no liability occurring to City, or offer an Agreement amendment to Corporation to

reflect the reduced amount. Updated budget information shall be provided at the request of City.

3. PAYMENT OF COSTS.
The Corporation agrees that it will provide for payment of its operating costs and that all costs connected with the facility will be paid by the Corporation on a timely basis.

4. AUDIT DISALLOWANCES.
The Corporation agrees it shall return any audit disallowances funding to CITY.

Read and Agreed By: _____
Chief Executive Officer

Corporation Name: Bakersfield Homeless Center

Date: 1-8-21

CORPORATION
PAYMENT REQUEST

Grant Funding:	Encircle grant type	CDBG / **ESG-CV2**
Grant Agreement No.	Purchase Order No.	Payment No.

To: City of Bakersfield
Attn: Homelessness Services Division
Address: 1715 Chester Avenue, Second Floor
Bakersfield, CA 93301

From: Corporation _____

_____

Mailing Address: _____

Grant Agreement Award Amount: $_____

Reimbursement Requested $_____

Program Income from ESG-CV2/CDBG $_____

I have reviewed and certify the allowable costs associated with this payment request reimbursement submittal were paid for with available funding and any match requirements have been met. In addition, I certify that all financial obligations are met and services are being provided to intended clients.

_____ _____
Corporation Representative Date

_____
Corporation Representative Name (Printed)

CORPORATION PAYMENT REQUEST
DISPUTE NOTIFICATION FORM

Name of Corporation:

_____

Address of Corporation:

_____

_____

_____

Date Payment Request Received: _____

Date Payment Request Declined: _____

Reason for Decline/Dispute:

_____

_____

_____

_____

Reviewed By: _____

Title: _____

Dated: _____

EXHIBIT "B"

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Chief Executive Officer

1-8-21
Date

EXHIBIT "C"

DRUG FREE WORKPLACE CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that: Corporation, representing the facility known as Bakersfield Homeless Center located at 1600 E Truxtun Ave will continue to provide a drug-free workplace by meeting all standards and requirements of the Code of Federal Regulations, Part 24, Subpart F as follows:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about;
   (a)The dangers of drug abuse in the workplace;
   (b)The grantee's policy of maintaining a drug-free workplace;
   (c)Any available drug counseling, rehabilitation, and employee assistance programs; and,
   (d)The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will –
   (a) Abide by the terms of the statement; and
   (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4 (b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:
   (a)Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.
8. This certification meets the objectives and requirements of the United States Department of Housing and Urban Development (HUD).

_____

Bethany Services/Bakersfield Homeless Center
Chief Executive Officer

Dated: 1-8-21

EXHIBIT "D"

ACTIVITY BENEFICIARY REPORT

Facility Name: _____

Service Provider Agency: _____

Reporting Period: _____

Number of Persons Assisted Who Are:

	Total Number Assisted	1 Extremely Low Income (30% of Median)	2 Very Low Income (50% of Median)	3 Low Income (80% of Median)	Persons with Disability	Female Head-of-Household	Limited English Proficiency
Total Number of Individuals							

RACE/ETHNICTY					
	Total Number Assisted (unduplicated)	Hispanic or Latino (duplicated)		Total Number Assisted (unduplicated)	Hispanic or Latino (duplicated)
White			American Indian or Alaskan Native *AND* White		
Black or African American			Asian *AND* White		
Asian			Black or African American *AND* White		
American Indian or Alaskan Native			American Indian or Alaskan Native *AND* Black or African American		
Native Hawaiian or Other Pacific Islander			Balance of individuals reporting more than one race		

How have these funds been used to address COVID-19 specific impacts?

_____

_____

CERTIFICATE OF WORKERS' COMPENSATION COVERAGE

DATE
Sep 3, 2020

PRODUCER

NonProfits' United Workers' Compensation Group
610 Fulton Avenue, Suite 200
Sacramento, CA 95825
Phone: (916) 868-6231
Fax: (916) 880-5251

Arthur J. Gallagher & Co Insurance Brokers of California, Inc
1255 Battery Street #450
San Francisco, CA 94111

THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

Bethany Services DBA: Bakersfield Homeless Center & Alliance Against Family Violence & Sexual Assault
1600 E Truxton Avenue
Bakersfield, CA 93305

INSURER A:	NonProfits' United Workers' Compensation Group
INSURER B:	Great American E&S Insurance Company [NAIC#37532]
INSURER C:	Safety National Casualty Corp [NAIC # 15105]
INSURER D:	
INSURER E:	

COVERAGES This Certificate is not intended to specify all endorsements, coverages, terms, conditions and exclusions of the policies shown.

THE POLICIES OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE AFFILIATE MEMBER 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 COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF COVERAGE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
	GENERAL LIABILITY				EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$
	CLAIMS MADE / OCCUR				MED EXPENSE (Any one person)	$
	GENERAL AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	$
	POLICY / PROJECT / LOC				GENERAL AGGREGATE	$
					PRODUCTS-COMP/OP AGG	$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Each accident)	$
	ANY AUTO					$
	ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	SCHEDULED AUTOS					$
	HIRED AUTOS				BODILY INJURY (Per accident)	$
	NON-OWNED AUTOS					$
					PROPERTY DAMAGE (Per accident)	$
						$
A	**WORKERS' COMPENSATION AND EMPLOYERS LIABILITY**	NPU-WCG 001-2020	1/1/2020	1/1/2021	X PER STATUTE / OTH	
					E.L. EACH ACCIDENT	$ 500,000
					E.L. DISEASE – EA EMPLOYEE	$ 500,000
					E.L. DISEASE – COVERAGE LIMIT	$ 500,000
	OTHER					
B	**XSWC -Buffer Layer**	12032019-00	1/1/2020	1/1/2021	XS of $500,000	$250,000 (EL & WC)
C	**XSWC**	SP4061660	1/1/2020	1/1/2021	XS of $750,000	$2,000,000 (EL)
					XS of $750,000	Statutory (WC)

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS

Waiver of Subrogation provided by Endorsement NPUWCG-BAKERHC-076

CERTIFICATE HOLDER

NPUWCG-BAKERHC-076

City of Bakersfield
Development Services Department
1715 Chester Avenue Second Floor
Bakersfield, CA 93301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

THIS ENDORSEMENT CHANGES THE MEMORANDUM OF COVERAGE
PLEASE READ IT CAREFULLY
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

NonProfits' United Workers' Compensation Group
Memorandum of Coverage: NPU-WCG 001-2020

This endorsement modifies the coverage provided under the following:

Memorandum of Coverage: PART ONE: WORKERS' COMPENSATION

COVERAGE Paragraph H. RECOVERY FROM OTHERS is amended with respect to the following: Name and Address of Person or Organization:

City of Bakersfield
Development Services Department
1715 Chester Avenue, Second Floor
Bakersfield, CA 93301

DESCRIPTION OF OPERATIONS/LOCATIONS ADDED BY ENDORSEMENT:
-The City of Bakersfield, its mayor, council, officers, agents, employees and volunteers.

NPU-WCG waives any right of recovery it may have against the person or organization shown above because of payments made by NPU-WCG for injury or damage arising out of the Members' operations done under a contract with that person or organization shown above and included in the coverage provided by the Memorandum of Coverage. This waiver applies only to the person or organization shown on the Schedule Above.

This endorsement is part of the Memorandum of Coverage and is effective on the date shown below. All other terms and conditions remain unchanged.

Effective Date: January 1, 2020 **Expiration Date:** January 1, 2021
Member: **Bethany Services, DBA: Bakersfield Homeless Center & Alliance Against Family Violence & Sexual Assault**
Endorsement No: NPUWCG-BAKERHC-076 **Date Issued:** Sep 3, 2020

Authorized Representative for NPU-WCG

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AGREEMENT NO. _____

MERCY HOUSE
SHELTER OPERATIONS TO ADDRESS COVID-19 IMPACTS
AGREEMENT FOR CARES ACT EMERGENCY SOLUTIONS GRANT (ESG-CV2)
PROGRAM SERVICES

THIS AGREEMENT is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a municipal corporation ("CITY" herein), and **MERCY HOUSE,** a California Non-Profit Public Benefit Corporation ("CORPORATION" herein).

R E C I T A L S

WHEREAS, international, national, state, and local health and governmental authorities are responding to an outbreak of respiratory disease caused by a novel coronavirus named "SARS-CoV-2," and the disease it causes has been named "coronavirus disease 2019," abbreviated COVID-19, ("COVID-19"); and

WHEREAS, on March 4, 2020, the Governor of the State of California declared a state of emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help state prepare for broader spread of COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States of America declared a national emergency and announced that the federal government would make emergency funding available to assist state and local governments in preventing the spread of and addressing the effects of COVID-19; and

WHEREAS, on March 17, 2020, the first case of COVID-19 in Kern County was confirmed; and

WHEREAS, on March 19, 2020, the Governor of the State of California, Gavin Newsom, issued Executive Order N-33-20, ordering all individuals in the State of California to stay home except as needed to maintain continuity of operations of the federal critical infrastructure sections; and

WHEREAS, on March 19, 2020, City Manager acting as the Director of Emergency Services proclaimed the existence of a local emergency as a result of the threat of COVID-19; and

WHEREAS, on March 25, 2020, the City Council ratified the proclamation of the existence of a local emergency in response to the COVID-19 pandemic at its March 25, 2020 meeting; and

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WHEREAS, the Centers for Disease Control and Prevention, the California Department of Public Health and the Kern County Health Officer have all issued shelter in place orders to enforce social distancing, prohibited group events, and taken other precautions to protect public health and prevent transmission of this communicable virus; and

WHEREAS, as a result of the public health emergency and the precautions recommended by health authorities, many residents and businesses in Bakersfield will experience sudden and unexpected income loss; and

WHEREAS, on March 27, 2020 the Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed in response to COVID-19; and

WHEREAS, the US Congress has authorized the US Department of Housing and Urban Development (HUD) to provide supplemental Emergency Solutions Grant (ESG-CV) to the City of Bakersfield through the CARES Act; and

WHEREAS, CARES Act made available additional Emergency Solutions Grant Coronavirus (ESG-CV) funds to supplement the Fiscal Year (FY) 2020 ESG funding provided under the Further Consolidated Appropriations Act, 2020 (Public Law 116-94); and

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

WHEREAS, President Trump signed the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) on March 27, 2020 to help the Nation respond to the coronavirus outbreak; and

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

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

WHEREAS, the CITY does not have expertise currently on staff to provide a shelter program and services; and

WHEREAS, CORPORATION is experienced, well qualified and are specialists in providing shelter operations related to emergency shelter services; and

WHEREAS, CORPORATION has requested assistance in increasing the level of programs and activities to help mitigate the impacts of COVID-19; and

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

WHEREAS, HUD requires homeless providers who receive ESG funds participate in a Homeless Management Information System ("HMIS") if that homeless provider is located in a jurisdiction covered by a Continuum of Care ("CoC") which has an HMIS. The HMIS helps meet standards for the collection and reporting of data of client level information; and

WHEREAS, CORPORATION is located in a jurisdiction covered by a CoC with an HMIS, therefore CORPORATION will participate in HMIS using data collected for the purpose of meeting HUD's standards; and

WHEREAS, HUD requires CITY to provide an annual report which identifies the level of progress and accomplishments in meeting HUD's goals; and

WHEREAS, CITY requires CORPORATION to participate in reporting information on homeless persons served to meet HUD's goals.

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

1. <u>DEFINITIONS</u>. Except as modified or supplemented by the Grant Agreement, entered into by CITY and HUD, any term defined in the McKinney-Vento Homeless Assistance Act, Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH) or ESG Program regulations at 24 CFR 576.1 et. seq., shall have the same meaning in this Agreement.

1.1 "Program" means CITY's Homeless Services Program, and its administration.

1.2 "Project" refers to activities to be carried out by CORPORATION under the ESG-CV Program, as more fully described in **Schedule "A"** attached hereto and incorporated herein by this reference as if stated in full.

1.3 "Program Income" as defined in 2 CFR 200.80 shall mean: "[Gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance (See section 200.77)]. Program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal statues, regulations, or the terms and conditions of the Federal award, program income does not include, rebates, credits, discounts, and interest earned on any of them."

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1.3.1 Program income is defined as provided by 2 CFR 200.80, except that:

1.3.1.1. Program income includes any amount of a security or utility deposit returned to the recipient or subrecipient, as provided by 24 CFR 576.2; and

1.3.1.2. Costs that are incidental to generating program income and not charged to the ESG-CV grant or subgrant may be deducted from gross income to determine program income, as allowed under 2 CFR 200.307(b).

1.3.1.3. As allowed under 2 CFR 200.307(e), program income may be treated as an addition to recipient's grant (or the subrecipient's subgrant, if the income is generated by the subrecipient's activities), provided that the program income is used in accordance with the purposes and conditions of that grant or subgrant. Program income otherwise must be deducted from allowable costs as provided by 2 CFR 200.307(e)(1).

1.4 "Fiscal Year" means a twelve-month period beginning July 1, and ending June 30 to coincide with the CITY's budget year.

1.5 "Contractor" has the meaning set forth in California Business and Professions Code Section 7026.

1.6 "Homeless" shall mean:

1.6.1 An individual or family which lacks a fixed, regular, and adequate nighttime residence; or

1.6.2 An individual or family which has a primary nighttime residence that is:

1.6.2.1. A supervised publicly or privately-operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for persons with mental illness); or

1.6.2.2. An institution that provides a temporary residence for individuals intended to be institutionalized; or

1.6.2.3. A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

1.7 "Homeless Prevention" as defined in 24 CFR 576.103 means "activities or programs designed to prevent the incidence of homelessness, including (but not limited to):

1.7.1 Short-term subsidies to defray rent and utility arrearages for families that have received eviction or utility termination notices;

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1.7.2 Security deposits or first month's rent to permit an at-risk of homelessness family to move into its own apartment;

1.7.3 Mediation programs for landlord-tenant disputes;

1.7.4 Legal services programs for the representation of indigent tenants in eviction proceedings;

1.7.5 Payments to prevent foreclosure on a home; and

1.7.6 Other innovative programs and activities designed to prevent the incidence of homelessness.

1.8 "At-risk of homelessness", shall mean:

1.8.1 An individual or family who:

1.8.1.1 Has an annual income that does not exceed the Very Low-Income Limit of the area, as established for HUD's Section 8 and Public Housing Programs; and

1.8.1.2 Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the "homeless" definition in 24 CFR 576.2; and

1.8.1.3 Meets one of the following conditions:

(A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;

(B) Is living in the home of another because of economic hardship;

(C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;

(D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;

(E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census

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Bureau;

(F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or

(G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;

1.8.2 A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or

1.8.3 A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

2. <u>SCOPE OF WORK</u>. The scope of work is described as:

CORPORATION will be responsible for administering the Project in a manner satisfactory to CITY and consistent with any standards required as a condition of providing these funds. The Scope of Work of the Project will include the activities as set out in **Schedule "A"** attached hereto and incorporated by reference as set out in full.

2.1 That portion of the scope of work related to the development and implementation of eligible emergency solutions grant activities shall specifically comply with the requirements set forth in 24 CFR 576.21 et seq.

3. <u>COMPENSATION</u>. Compensation for all work, services or products called for under this Agreement shall consist of a total payment of an amount not to exceed SEVEN HUNDRED SIXTY-ONE THOUSAND TWO HUNDRED FOURTEEN DOLLARS AND ZERO CENTS ($761,214.00). 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.

4. <u>PAYMENT</u>. It is expressly agreed and understood that the total amount to be paid by CITY under this Agreement shall not exceed SEVEN HUNDRED SIXTY-

ONE THOUSAND TWO HUNDRED FOURTEEN DOLLARS AND ZERO CENTS ($761,214.00).

5. PAYMENT PROCEDURE. CORPORATION shall be paid for services rendered after receipt of an itemized invoice for the work completed or services performed along with supporting documentation on a reimbursement cost basis and approved by CITY in accordance with the terms of this Agreement. Payment by CITY to CORPORATION shall be made within thirty (30) days after receipt and approval by CITY of CORPORATION's itemized invoice.

5.1 Disbursement of Funds. CITY shall not be obligated to disburse, or pay to, CORPORATION or any third party, any funds until and after CITY receives ESG-CV2 funds from the federal government. If CITY does not receive such funds, CITY, at its option, may terminate or suspend this Agreement without any liability to CORPORATION until CITY receives such funds. CORPORATION shall not be entitled to any damages from CITY if CITY refuses to disburse funds until CITY receives funds, even if CORPORATION or any third party has detrimentally relied upon this Agreement.

5.1.1 CORPORATION shall conform to the "time frame" as set forth in Schedule "A", which references the fiscal year beginning July 1 and ending June 30 of the following year, attached hereto and incorporated herein by reference. CORPORATION shall pay for any and all costs greater than SEVEN HUNDRED SIXTY-ONE THOUSAND TWO HUNDRED FOURTEEN DOLLARS AND ZERO CENTS ($761,214.00).

5.2 Method of Payment.

5.2.1 Services, Maintenance, and/or Operations Grants. CITY agrees to pay "claims for payment" directly to CORPORATION within thirty (30) days after CITY receives a satisfactory "claim for payment." CORPORATION shall properly itemize and document claims for payment to show clearly the items, tasks, or services for which CORPORATION claims reimbursement. CORPORATION shall also describe the basis for computation: cost per hour, cost per weight, cost per task, or other measurement as CITY may specify. CITY may review the claim for completeness and accuracy, and may refuse to pay any claim until explained to CITY's satisfaction.

5.2.1.1. All amounts requested by CORPORATION shall conform to the restrictions of 24 CFR 576.21(b) and the requirements set forth in **Exhibit "A"** attached hereto and incorporated by reference and entitled Invoicing and Budget Detail.

5.2.2 Term. The term of this Agreement shall begin upon execution of this agreement by all parties and end January 31, 2022.

5.2.3 HMIS Reporting Requirements. CORPORATION will collect and evaluate data to be entered into the Homeless Management Information

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System (HMIS). The data will be entered into a local HMIS using HUD's standards for participation.

5.2.3.1. The data, which include the numbers served and amount of funding used per client, must be entered into the system and provided to the City on a Quarterly Basis beginning April 15, 2021 with an initial performance report, and quarterly thereafter on July 15, 2021, October 15, 2021, January 15, 2022, April 15, 2022, July 15, 2022, and October 15, 2022 until the funding is fully expended.

6. CORPORATION'S OBLIGATIONS. In addition to the terms stated herein, CORPORATION shall comply with the following Federal and State laws and regulations:

6.1 Laws and Regulations

6.1.1 Federal. CORPORATION shall obey the Act, any amendments, Federal regulations and guidelines now or hereafter enacted pursuant to the Act, terms of the Grant to CITY now or hereafter in effect, and CITY's regulations now or hereafter enacted to facilitate administration of the Grant, or any other statute, regulation, or guideline applicable to the Program. CORPORATION shall become familiar with the appropriate statutes, regulations, and guidelines governing the Grant program.

6.1.1.1. In accordance with Section 1402(d) of the Housing and Community Development Act of 1992, amending Section 415 of the McKinney-Vento Homeless Assistance Act, CORPORATION agrees to terminate assistance to any individual or family only in accordance with a formal process established by CORPORATION which meets the following standard required by the McKinney-Vento Homeless Assistance Act:

6.1.1.1.1. If an individual or family who receives assistance from CORPORATION violates program requirements, CORPORATION may terminate the assistance in accordance with a formal process established by CORPORATION that recognizes the rights of individuals affected, which may include a hearing.

6.1.1.1.2. In accordance with Section 1402(d) of the Housing and Community Development Act of 1992, amending Section 415 of the McKinney-Vento Homeless Assistance Act, CORPORATION agrees to involve, to the maximum extent practicable, homeless individuals and families in maintaining and operating the facility and in providing services for occupants of the facility.

6.1.2 California. CORPORATION shall comply with all provisions of California law applicable to this Agreement.

6.1.3 Independent Contractor. This Agreement calls for the performance of the services of CONTRACTOR as an independent contractor.

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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.

6.1.4 **Indemnity.** CORPORATION shall indemnify, defend, and hold harmless CITY, its officers, agents, and employees and HUD against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CORPORATION, CORPORATION'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.

6.1.5 **Insurance.** In addition to any other insurance or bond required under this Agreement, CORPORATION shall procure and maintain for the duration of this Agreement the following types and limits of insurance ("basic insurance requirements" herein):

6.1.5.1. **Automobile liability insurance**, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall:

6.1.5.1.1. Provide coverage for owned, non-owned and hired autos.

6.1.5.2. **Broad form commercial general liability insurance**, unless otherwise approved by the CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall:

6.1.5.2.1. Provide contractual liability coverage for the terms of this Agreement.

6.1.5.2.2. Contain an additional insured endorsement in favor of CITY, its mayor, council, officers, agents, employees and volunteers.

6.1.5.2.3. Provide products and completed operations coverage.

6.1.5.2.4. All policies shall be written on a first-dollar coverage basis, or contain a deductible provision. Subject to advance approval by the CITY, CONTRACTOR may utilize a Self-Insured Retention provided that the policy shall not contain language, whether added by endorsement or contained in

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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.

6.1.5.3. **Workers' compensation insurance** with statutory limits and employer's liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall contain a waiver of subrogation in favor of CITY, its mayor, council, officers, agents, employees and designated volunteers.

6.1.5.4. Except for professional liability, all policies required of CORPORATION shall be primary insurance as to CITY, its mayor, council, officers, agents, employees or designated volunteers, and any insurance or self-insurance maintained by CITY shall be excess of CORPORATION's insurance and shall not contribute with it.

6.1.5.5. Except for workers' compensation, insurance is to be placed with insurers with a Bests' rating as approved by CITY's Risk Manager, but in no event less than A-: VII. Any deductibles, self-insurance retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Bests' A-: VII, must be declared prior to execution of this Agreement and approved by CITY in writing.

6.1.5.6. Unless otherwise approved by CITY's Risk Manager, all policies shall contain an endorsement providing CITY with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy. Copies of policies shall be delivered to CITY on demand.

6.1.5.7. The insurance required hereunder shall be maintained at all times during the term of this Agreement or any extension thereof.

6.1.5.8. CORPORATION shall furnish CITY's Risk Manager with a certificate of insurance and required endorsements evidencing the insurance required. CITY may withdraw its offer of contract or cancel this contract if certificates of insurance and endorsements required have not been provided prior to the execution of this Agreement.

6.1.5.9. Full compensation for all premiums which CORPORATION is required to pay on all the insurance described herein shall be considered as included in the prices paid for the various items of work to be performed under the Agreement, and no additional allowance will be made therefore or for additional premiums which may be required by extensions of the policies of insurance.

6.1.5.10. It is further understood and agreed by CORPORATION that

its liability to CITY shall not in any way be limited to or affected by the amount of insurance obtained and carried by CORPORATION in connection with this Agreement.

6.1.5.11. Unless otherwise approved by CITY, if any part of the work under this Agreement is subcontracted, the "basic insurance requirements" set forth above shall be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for CORPORATION.

7. FUTURE USE RESTRICTIONS. CORPORATION shall provide ESG-CV Grant eligible activities as necessary to prevent, prepare for, and respond to coronavirus until January 31, 2022, which begins upon the execution of this Agreement.

8. ADMINISTRATIVE REQUIREMENTS.

8.1 Records and Administration. CORPORATION agrees to comply with the policies, guidelines, and requirements of 2 CFR Part 200 as they relate to the acceptance and use of emergency solutions grant amounts by private nonprofit organizations.

8.1.1 CORPORATION agrees to maintain Project documents, records and accounts, personnel and financial records, and submit such financial and performance reports as are required by assuring a proper accounting of all Project funds, as required by the regulations adopted pursuant to the Act. Methods used to determine costs assigned to the Project must conform to 2 CFR Part 200 and must not differ substantially from the methods used by CORPORATION to determine costs for other aspects of its operations or programs. Project records will be available for audit purposes to CITY, HUD of the Controller General of the United States, or any authorized representative thereof, and will be retained for five (5) years after completion of the Project, or resolution of any applicable audit issues, whichever comes last.

8.1.2 CORPORATION shall maintain client data demonstrating client eligibility for services provided. Such information shall include, but not be limited to, client name, address, income level, or other basis for determining eligibility, and description of service provided. CORPORATION shall also collect and maintain data regarding race, ethnicity, female head of household, and disability status of clients. Such information shall be submitted to CITY or its designees for review upon request. CORPORATION shall complete and submit, in accordance with its instruction, Activity Beneficiary Report, **Exhibit "D"** attached hereto.

8.2 Close-Outs. CORPORATION's obligation to CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable

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to the CITY), and determining the custodianship of records.

8.3 Audits and Inspections. All CORPORATION records with respect to any matters covered by this Agreement shall be made available to CITY, its designee or the Federal Government, at any time during normal business hours, as often as CITY deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the CORPORATION within 30 days after receipt by it. Failure of CORPORATION to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The CORPORATION hereby agrees to have an annual audit conducted in accordance with current CITY policy concerning subrecipient audits and, as applicable, 2 CFR Part 200.

8.4 Reports and Payment Procedures.

8.4.1 Program Income. CORPORATION shall report annually all program income as defined at 2 CFR 200.80 generated by activities carried out with ESG-CV Program funds made available under this Agreement. The use of program income by CORPORATION shall comply with the requirements set forth at 2 CFR 200.80. All unused program income shall be returned to CITY at the end of the Agreement period. Any interest earned on cash advances form the U.S. Treasury is not program income and shall be remitted promptly to CITY.

8.5 Personnel and Participant Conditions.

8.5.1 Non-discrimination Requirements. Under any related agreements or contracts, CORPORATION shall provide that no person, on the grounds of race, color, national origin, religion, or sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with ESG-CV Program funds. In addition, ESG-CV Program funds must be made available in accordance with the following:

8.5.1.1. The requirements of the Fair Housing Act and implementing regulations at 24 CFR 100.

8.5.1.2. Executive Order 11063 (Equal Opportunity in Housing).

8.5.1.3. Title VI of the Civil Rights Act of 1964 (PL 88-352) and Title VIII of the Civil Rights Act of 1968 (PL 90-284 nondiscrimination and fair housing on federally assisted programs).

8.5.1.4. CORPORATION shall adopt and implement procedures designed to make available to interested persons information concerning the existence and location of services and facilities to persons who are eligible for such services, but are unlikely to be made aware of them. CORPORATION shall, through its board of directors, adopt a policy of non-discrimination which

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complies with the laws listed under the above paragraphs F(1)(a), F(1)(b) and F(1)(c) of this title with respect to the provision of services to any person within 60 days from the date of the execution of this Agreement. CORPORATION shall further provide training to its employees regarding the enacted policy and applicable federal and state law regarding the federal and state fair housing acts within 90 days from the date of the execution of this Agreement.

8.5.2 Rehabilitation Act of 1973 and Americans with Disabilities Act. This Agreement is subject to the provisions of Section 503 and 504 of the Rehabilitation Act of 1973 (PL 930112), 29 USC 706, and attendant regulations at 24 CFR, Part 8, which provide that no otherwise qualified, disabled individual shall, solely by reason of his disability, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance. This Agreement is also subject to the Americans with Disabilities Act of 1990 (Public Law 101-336), as amended, 42 USC 12101, et. seq. CORPORATION shall, through its board of directors, adopt a policy of non-discrimination on the basis of disability with respect to the provision of services to any person and which complies with applicable federal and state law within 60 days from the date of the execution of this Agreement. CORPORATION shall further provide training to its employees regarding the enacted policy and applicable federal and state laws regarding the Rehabilitation Act of 1973 within 90 days from the date of the execution of this Agreement.

8.5.3 Non-discrimination Because of Age. This Agreement is subject to the Age Discrimination Act of 1975, as amended, (Title III of Public Law 94-135) and attendant Code of Federal Regulations at 48 CFR, Part 22, Subpart 22.9. That Act sets forth that, except as otherwise provided, no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

8.5.4 Equal Employment Opportunity (Non-discrimination Clause). CORPORATION shall not discriminate against any employee, or applicant for employment, because of race, color, religion, sex, national origin, age, disability, or sexual orientation. CORPORATION shall take affirmative action to ensure that applicants for employment and employees are treated during employment, without regard to race, color, religion, sex, national origin, age, disability, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CORPORATION shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by CITY or HUD setting forth the provisions of this nondiscrimination clause. CORPORATION shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, disability, or sexual orientation.

8.6 Women- and Minority-Owned Business Enterprises. CORPORATION agrees to abide by the requirements of Executive Orders 11625, 12432 and 12138, the HUD regulations issued pursuant thereto at 41 CFR Part 24, 41 CFR Subpart 1-1.13, and any applicable rules and orders of HUD. The foregoing requires the maximum practicable opportunity to participate, in contracts funded in whole or in part with federal funds, be provided to women- and minority-owned business enterprises, as subcontractors and suppliers to contractors performing work, or rendering services as prime contractors or subcontractors, under federally-funded procurement contracts.

8.6.1 Affirmative Action for the Vietnam-Era Veterans. CORPORATION shall comply with 48 CFR, Chapter 1, Subpart 22.13 and shall take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based on disability or veteran's status in all employment practices such as employment, upgrading, demotion, transfer, recruitment, advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

8.6.2.1. Except with respect to the rehabilitation of residential property designed for residential use for less than eight families, CORPORATION, and all contractors engaged under contracts in excess of $2,000 for the construction, alteration, and/or repair of any building or work financed in whole or in part with Federal funds provided under this Agreement, shall comply with HUD requirements pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR parts 3, 5, and 5.5a, governing the payment of wages and the ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve CORPORATION of its obligation, if any, to require payment of higher rates. CORPORATION shall cause or require to be inserted in full, in all such contracts subject to such regulations, the clause, or any modification thereof, set out in 29 CFR parts 3, 5, and 5.5a. CORPORATION shall comply with the procedures set out in the HUD handbook 1344.1, "Federal Labor Standards Compliance in Housing and Community Development Programs" (as amended).

8.6.2.2. CORPORATION shall make no awards of contracts under this

Agreement to any contractor ineligible under any applicable regulations of the Department of Labor.

8.6.3 **Use of Grant Funds for Religious Purpose.** CORPORATION shall permit no ESG-CV Program funds to be expended for the design, construction, operation, or maintenance of any facility to be used for sectarian instruction or as a place for religious worship, except in situations where such use is incidental and does not favor one religious group over another, as further described at 24 CFR 576.22.

8.6.4 **Prohibited Interest of Officials and Employees.** No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from it. No member, officer or employee of CORPORATION, or its designees or agents, no member of CITY's Council or any other public official who exercises any functions or responsibilities with respect to the ESG-CV Program during the above-described person's tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Agreement.

8.6.4.1. The requirements of Executive Order 11246 and the regulations issued under the Order at 41 CFR Chapter 60.

8.6.5 **Political Activity.** CORPORATION shall expend no Grant funds to finance any political activity in contravention of the Hatch Act (Chapter 15 of Title 5 of the United States Code).

8.6.6 **Lobbying.** CORPORATION certifies, to the best of its knowledge and belief, no Federally-appropriated funds have been paid or will be paid, by or on behalf of CORPORATION, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

8.6.6.1. If funds, other than Federally-appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, CORPORATION shall complete and submit, in accordance with its instruction, Certification Regarding Lobbying, **Exhibit "B"** attached hereto.

8.7 **Drug-Free Workplace Act of 1988.** CORPORATION, in executing this Agreement, certifies that it and any of its agents or subcontractors will maintain

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a drug-free workplace in accordance with the requirements of 24 CFR Part 24, Subpart F. CORPORATION shall complete and submit, in accordance with its instruction, Certification Regarding Drug Free Workplace, **Exhibit "C"** attached hereto.

8.8 Environmental Conditions.

8.8.1 Environmental Considerations. CITY and CORPORATION want to assure that the policies of the National Environmental Policy Act of 1969 (NEPA), as amended, and the California Environmental Quality Act of 1970 (CEQA), as amended, are most effectively implemented, CITY shall comply with HUD Environmental Review Procedures (24 CFR Part 58) leading to certification of release of funds for particular projects, and the CEQA review procedures (Title 14, Section 15000 et. seq. of the California Administrative Code) in connection with this Project.

8.8.2 Clean Air and Water Acts. This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., Executive Order 11738, dated September 10, 1973, and the regulations of the Environmental Protection agency at 40 CFR Part 15, as amended.

8.8.2.1. CORPORATION shall cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt (exceed $100,000, or involve a facility the subject of a conviction under the Clean Air Act, or the Federal Waste Pollution Control Act, and listed by the Environmental Protection Agency, or not otherwise exempt) transaction, the clause set out in 48 CFR 52.223-2.

8.8.2.2. CORPORATION shall also cause or require to be inserted in full, the certification set forth in 48 CFR 52.223-1, in each solicitation and resulting contract and contracts it awards without a solicitation.

8.8.2.3. CORPORATION shall not use any funds under this Agreement for a facility which has a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

8.8.3 Architectural Barriers Act of 1968. This Agreement is subject to the requirements of the Architectural Barriers Act of 1968, as amended (42 USC 4151, et. seq.) and its regulations (41 CFR Subpart 101-19.6).

8.8.4 Historic Preservation. CORPORATION shall take into account the effect of the Project on any CORPORATION, site, building, structure or object listed in or found by the Secretary of Interior, pursuant to 36 CFR 800, to be eligible for inclusion by the National Park Service. CORPORATION shall eliminate or minimize any adverse impact on a historic property. Activities affecting such properties must comply with Section 106 of the National Historic Preservation Act of 1966 (16 USC 470f), P.L. 89-665, Executive Order 11593, May 13, 1971, the

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Preservation of Archaeological and Historical Data Act of 1960 (16 USC 469a-1, et. seq.), the Archaeological and Historic Preservation Act of 1974 (P.L. 93-291), and their implementing regulations.

8.8.5 **Lead-Based Paint.** This Agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 USC 4821, et. seq.) and it's implementing regulations at 24 CFR Part 35.

9. CITY's OBLIGATIONS.

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

10. SUBCONTRACTS. CORPORATION shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of CITY prior to the execution of such contract.

10.1 CORPORATION will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

10.2 CORPORATION shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

10.3 CORPORATION agrees that assistance provided under this Agreement shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services or, or fund any contractor during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24.

10.4 CORPORATION shall undertake to ensure all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to CITY along with documentation concerning the selection process.

11. CITY'S REMEDIES. If CORPORATION fails to complete the Project within the time set forth in **Schedule "A,"** or fails to use the facility for the specified purpose, for the required time period, or fails to materially comply with the terms of this Agreement, CITY, at its option, may suspend or terminate this Agreement and/or require CORPORATION to reimburse the total amount of the grant funds provided pursuant to this Agreement.

11.1 **Concurrent Remedy.** No right or remedy herein conferred on or reserved to CITY is exclusive of any other right or remedy herein or by law or equity provided or permitted; but each shall be cumulative of every other right

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or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

12. MISCELLANEOUS.

12.1 No Waiver Of Default. The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

12.2 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.

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

12.4 Corporate Authority. Each individual signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

13. KEY PERSONNEL. At request of CITY, CORPORATION shall name all key personnel to be assigned to the work set forth herein. CORPORATION shall provide background for each of the key personnel including, without limitation, resumes and work experience in the type of work called for herein. CITY reserves the right to approve key personnel. Once the key personnel are approved CORPORATION shall not change such personnel without the written approval of CITY.

14. INCLUDED DOCUMENTS. Any bid documents, including, without limitation, special provisions and standard specifications and any Request for Qualifications, Request for Qualifications and responses thereto relating to this Agreement are incorporated by reference as though fully set forth.

15. STARTING WORK. CORPORATION shall not begin work until authorized to do so in writing by CITY. No work will be authorized until the contract has been fully executed by CORPORATION and CITY.

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16. TITLE TO DOCUMENTS. All documents, plans and drawings, maps, photographs and other papers, or copies thereof prepared by CORPORATION pursuant to the terms of this Agreement shall, upon preparation, become the property of CITY.

17. ACCOUNTING RECORDS. CORPORATION 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 CORPORATION'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.

18. LICENSES. CORPORATION 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 CORPORATION to practice its profession.

19. CONFIDENTIALITY. During the term of this Agreement, CORPORATION will be dealing with information of a legal and confidential nature, and such information could severely damage CITY if disclosed to outside parties. CORPORATION will not disclose to any person, directly or indirectly, either during the term of this Agreement or at any time thereafter, any such information or use such information other than as necessary in the course of this Agreement. All documents CORPORATION prepares and confidential information given to CORPORATION under this Agreement are the exclusive property of the CITY. Under no circumstances shall any such information or documents be removed from the CITY without the CITY's prior written consent.

20. NEWS RELEASES/INTERVIEWS. All news releases, media interviews, testimony at hearings and public comments relating to this Agreement by CORPORATION shall be prohibited unless authorized by CITY.

21. 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.

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. ASSIGNMENT. Neither this Agreement, nor any interest in it, may be assigned or transferred by any party without the prior written consent of all the parties. Any such assignment will be subject to such terms and conditions as CITY may choose to impose.

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24. 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.

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. MERGER AND MODIFICATION. This contract sets forth the entire Agreement between the parties and supersedes all other oral or written representations. This contract may be modified only in a writing approved by the City Council and signed by all the parties.

27. CONFLICTS OF INTEREST. CORPORATION stipulates that corporately, or individually, the CORPORATION, its employees and sub-recipient AGENCIES have no financial interest in either the success or failure of any project which is dependent upon the result of the work prepared pursuant to this Agreement.

28. TERMINATION FOR CAUSE. If at any time CITY becomes dissatisfied with the performance of CORPORATION under this Agreement, CITY may terminate this Agreement on ten (10) days written notice. Written notice shall be given pursuant to the "Notices" paragraph of this Agreement. In the event of early termination, CORPORATION shall be compensated only for work satisfactorily completed up to the date of termination and delivered to and accepted by CITY.

29. COMPLIANCE WITH ALL LAWS. CORPORATION shall, at CORPORATION'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.

30. DIRECTION. CORPORATION retains the right to control or direct the manner in which the services described herein are performed.

31. EQUIPMENT. CORPORATION will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.

32. THIRD PARTY CLAIMS. In the case of public works contracts, CITY will timely notify CORPORATION of third-party claims relating to this contract. CITY shall be

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allowed to recover from CORPORATION, and CORPORATION shall pay on demand, all costs of notification.

33. AGREEMENT. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

34. 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.

35. PRIMARY CONTACTS. The Contract Administrator and the Project Manager shall be the primary contact persons for CITY and CORPORATION. It is expressly understood that only the City Council may approve modifications to the contract, which modifications must be in writing.

36. 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 depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

If directed to CITY, addressed to:

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

or directed to the CORPORATION, addressed to:

Executive Director
Mercy House
P.O. Box 1905
Santa Ana, California, 92702

37. RESOURCE ALLOCATION. All obligations of CITY under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.

38. Termination of Agreement. CITY reserves the right to terminate this Agreement upon giving CORPORATION notice of intention to terminate at least 30 days prior to the effective date of the termination. CITY shall only convey to CORPORATION funds for work done prior to the effective date of termination.

39. EXECUTION. This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

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40. NON-INTEREST. No officer or employee of CITY shall hold any interest in this Agreement (California Government Code section 1090).

41. TAX NUMBERS.

"CORPORATION's" Federal Tax Identification No. 33-0315864
"CORPORATION" is a corporation? Yes __X___ No _____.
(Please check one.)

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

"CITY" "CORPORATION"

CITY OF BAKERSFIELD

By: _____

KAREN K. GOH
Mayor

MERCY HOUSE

DocuSigned by:
Larry Haynes
440F54C15ABD4A8...

By: _____

LARRY HAYNES
Executive Director

APPROVED AS TO CONTENT:

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

DocuSigned by:
Jacquelyn Kitchen
4E50D7042C8B4C6...

By: _____

JACQUELYN R. KITCHEN
Assistant City Manager and Acting ECD Director

APPROVED AS TO FORM:

VIRGINIA GENNARO
City Attorney

By: _____

JOSHUA H. RUDNICK
Deputy City Attorney II

DS
JC

Insurance

COUNTERSIGNED

By: _____

RANDY MCKEEGAN
Finance Director

Attachments:

Schedule A: Emergency Solutions Grant Cares Act (ESG-CV2) Shelter Operations
Exhibit A: Invoicing and Budget Detail
Exhibit B: Certification Regarding Lobbying
Exhibit C: Drug Free Workplace Certification
Exhibit D: Activity Beneficiary Report

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SCHEDULE "A"

EMERGENCY SOLUTIONS GRANT-CARES ACT (ESG-CV2)
SHELTER OPERATIONS TO ADDRESS COVID-19 IMPACTS
MERCY HOUSE

Purpose of Project

Mercy House will provide Emergency Solutions Grant eligible shelter services. Funds will be used to provide COVID-19 related upgrades at the Brundage Lane Navigation Center (BLNC) to prevent, prepare for, and respond to the impacts of COVID-19.

Description

ESG-CV funding will be used by Mercy House for the eligible activities:

1. Shelter Operations

   Brundage Lane Navigation Center

   Mercy House will purchase equipment, furnishings, and services which may include, but are not limited to: COVID-19 testing, professional disinfection services, boxed meals and delivery, an additional transportation shuttle to assist with social distancing, and associated staffing and transportation costs. Funds will also be used to provide COVID-19 related services, upgrades and furnishings to create a temporary quarantine unit for COVID-19 positive clients.

Activities are subject to HUD-issued waivers and flexibilities ordered to mitigate the impacts of COVID-19.

Limitations

Funds may not be used to supplant existing funds. Funds may only be used to prevent, prepare for, and respond to coronavirus.

Time frame

All funds granted to Mercy House shall be completely expended by January 31, 2022.

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EXHIBIT "A"

INVOICING AND BUDGET DETAIL

1. <u>INVOICE PACKAGES.</u>

1.1 No disbursement under this Agreement will be made except (a) after Corporation's Executive Director and Financial Manager(s) attend a Contract Workshop conducted by CITY, and (b), upon receipt of an acceptable "Corporation Payment Request" duly executed by or on behalf of the Corporation. The Corporation must execute all Payment Request forms. A completed Corporation Payment Request form must accompany all invoice packages. All invoice packages shall be submitted to the City's Community Development Department ***<u>not</u>*** to exceed ***one invoice package per month*** and in the minimum amount of $500.00 except for the final funding draw invoice. Each month's Payment Request shall be for a one calendar month period of time such as July, August, September, etc. The address for submittal is:

Economic and Community Development Department
City of Bakersfield
1715 Chester Avenue, Second Floor
Bakersfield, CA 93301

1.2 Payment of any invoice shall be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice. Invoices received by City that are not consistent with the approved format will be cause for an invoice to be disputed. In the event of an invoice dispute, City will notify the Corporation by initiating an "Invoice Dispute Notification" form. Payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided above may result in return of the invoice to the Corporation. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. All invoices must be approved by City.

1.3 Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, rules, or regulations.

1.4 Corporation shall provide proof of payment to City for each invoice submitted for payment under this Grant. If the Corporation is not able to demonstrate proof of payment, City, at its discretion, may not issue a check.

1.5 The invoice shall contain the following information:

1.5.1 The word "INVOICE" and a sequential invoice number should appear in a prominent location at the top of the page(s);

1.5.2 Printed name of the service provider or contractor, along with business address, including P.O. Box, City, State, and Zip Code and Telephone Number;

1.5.3 Printed name of the Corporation, along with business address, including P.O. Box, City, State, and Zip Code and Telephone Number;

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1.5.4 The date of the invoice along with the number of the Agreement upon which the invoice is based;

1.5.5 All subcontractor invoices must be listed on the invoice; a copy of the subcontractor invoice should be attached to the service provider/contractors invoice; and,

1.5.6 A brief description of the work performed, including dates of performance and the name or initials of the person performing the work;

1.5.7 The method of computing the amount due. Invoices must be itemized based on the tasks specified in the Agreement.

1.5.8 The total amount due; this should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Corporation under the terms of this Agreement; and

1.6 The following items will ***not*** be allowed:

1.6.1 Late fees, gambling debts, debts of Board Members, invoices for which no dollar amount due on payments shows on the invoice, submissions of payment requests which do not balance, donations, Bingo game expenses, and expenses related to raffles and any other game of chance.

1.6.2 Proof of payment must be provided with invoice and corporation payment request. Proof of payment may be a copy of an issued or cancelled check or copy of credit card payment.

1.6.3 Identifying information about Corporation employees or volunteers other than employee or volunteer names. Information such as Social Security numbers and addresses of employees or volunteers should not be included.

1.7 Original signature and date (in ink) of Corporation or its authorized representative on the Corporation payment request.

1.8 Final invoice shall be clearly marked 'FINAL INVOICE' and be submitted along with supporting documentation within the time as designated within the terms of the agreement.

2. <u>BUDGET CLAUSE.</u>

The amount will not exceed the amount as stated in Section 3 of the Agreement.

If funding for any fiscal year is reduced or deleted by the HUD for purposes of the program, City shall have the option to either cancel this Agreement with no liability occurring to City, or offer an Agreement amendment to Corporation to reflect the reduced amount. Updated budget information shall be provided at the request of City.

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3. <u>PAYMENT OF COSTS</u>.
The Corporation agrees that it will provide for payment of its operating costs and that all costs connected with the facility will be paid by the Corporation on a timely basis.

4. <u>AUDIT DISALLOWANCES</u>.
The Corporation agrees it shall return any audit disallowances funding to CITY.

DocuSigned by:

Read and Agreed By: Larry Haynes
440F54C15ABD4A8...
Executive Director

Corporation Name: Mercy House Living Cengters

Date: 1/14/2021

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CORPORATION
PAYMENT REQUEST

Grant Funding:	Encircle grant type	CDBG / **ESG-CV**
Grant Agreement No.	Purchase Order No.	Payment No.

To: City of Bakersfield
Attn: Community Development
Address: 1715 Chester Avenue, Second Floor
Bakersfield, CA 93301

From: Corporation _____

_____

Mailing Address: _____

Grant Agreement Award Amount: $_____

Reimbursement Requested $_____

Program Income from ESG-CV/CDBG $_____

I have reviewed and certify the allowable costs associated with this payment request reimbursement submittal were paid for with available funding and any match requirements have been met. In addition, I certify that all financial obligations are met and services are being provided to intended clients.

_____ _____
Corporation Representative Date

_____
Corporation Representative Name (Printed)

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CORPORATION PAYMENT REQUEST
DISPUTE NOTIFICATION FORM

Name of Corporation:

_____

Address of Corporation:

_____

_____

_____

Date Payment Request Received: _____

Date Payment Request Declined: _____

Reason for Decline/Dispute:

_____

_____

_____

_____

Reviewed By:_____

Title:_____

Dated:_____

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EXHIBIT "B"

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

DocuSigned by:
Larry Haynes
440E54C15ABD4A8...
Executive Director

1/14/2021
Date

DocuSign Envelope ID: BB21CC36-E528-4722-A880-3951FC0E1124

EXHIBIT "C"

DRUG FREE WORKPLACE CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that: Corporation, representing the facility known as Brundage Lane Navigation Center located at 1900 E. Brundage Lane, Bakersfield, CA will continue to provide a drug-free workplace by meeting all standards and requirements of the Code of Federal Regulations, Part 24, Subpart F as follows:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about;
   (a)The dangers of drug abuse in the workplace;
   (b)The grantee's policy of maintaining a drug-free workplace;
   (c)Any available drug counseling, rehabilitation, and employee assistance programs; and,
   (d)The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will –
   (a) Abide by the terms of the statement; and
   (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4 (b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:
   (a)Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

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(b)Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.
8. This certification meets the objectives and requirements of the United States Department of Housing and Urban Development (HUD).

DocuSigned by:

Larry Haynes

440F54C15ABD4A8...

Mercy House
Executive Director

Dated: 1/14/2021

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EXHIBIT "D"

ACTIVITY BENEFICIARY REPORT

Facility Name: _____

Service Provider Agency: _____

Reporting Period: _____

Number of Persons Assisted Who Are:

	Total Number Assisted	1 Extremely Low Income (30% of Median)	2 Very Low Income (50% of Median)	3 Low Income (80% of Median)	Persons with Disability	Female Head-of-Household	Limited English Proficiency
Total Number of Individuals							

RACE/ETHNICTY					
	Total Number Assisted (unduplicated)	Hispanic or Latino (duplicated)		Total Number Assisted (unduplicated)	Hispanic or Latino (duplicated)
White			American Indian or Alaskan Native *AND* White		
Black or African American			Asian *AND* White		
Asian			Black or African American *AND* White		
American Indian or Alaskan Native			American Indian or Alaskan Native *AND* Black or African American		
Native Hawaiian or Other Pacific Islander			Balance of individuals reporting more than one race		

How have these funds been used to address COVID-19 specific impacts?

_____

_____

MERCY-2 OP ID: SD

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/20/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Dufour Insurance Services, LLC
5611 Littler Drive
Huntington Beach, CA 92649
Stephanie Dufour

CONTACT NAME: Stephanie Dufour
PHONE (A/C, No, Ext): 714-369-2998 FAX (A/C, No): 714-840-6357
E-MAIL ADDRESS: Stephanie@dufourinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity	18058
INSURER B : Philadelphia Indemnity	18058
INSURER C : NOVA Casualty Company	42552
INSURER D : Philadelphia Indemnity	18058
INSURER E : Axis Insurance Company	
INSURER F :	

INSURED
Mercy House Living Centers
P.O. Box 1905
Santa Ana, CA 92702

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	GENERAL LIABILITY								
P	X COMMERCIAL GENERAL LIABILITY	X	X	PHPK2127804	05/02/2020	05/02/2021	EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	10,000
A	X Prof. Liability			PHPK2127804	05/02/2020	05/02/2021	PERSONAL & ADV INJURY	$	1,000,000
A	X Sex Abuse/Miscond			PHPK2127804	05/02/2020	05/02/2021	GENERAL AGGREGATE	$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$	2,000,000
	X POLICY PRO-JECT LOC						Ded.- $0	$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
A	ANY AUTO	X	X	PHPK2127804	05/02/2020	05/02/2021	BODILY INJURY (Per person)	$	
	X ALL OWNED AUTOS / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (PER ACCIDENT)	$	130,000
							Comp/Coll Ded.	$	500
	X UMBRELLA LIAB / X OCCUR						EACH OCCURRENCE	$	5,000,000
B	EXCESS LIAB / CLAIMS-MADE	X	X	PHUB720686	05/02/2020	05/02/2021	AGGREGATE	$	5,000,000
	DED X RETENTION $ 10000							$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATU-TORY LIMITS X OTH-ER		
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N	N / A		CF1-WK-10000043-04	02/08/2020	02/08/2021	E.L. EACH ACCIDENT	$	1,000,000
A	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			(ACCIDENT) PHLY78928850	11/21/2019	11/21/2020	E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
E	Cyber Liability	X		RPS AXIS P-077342120	01/29/2020	01/29/2021	Per Occ		1,000,000
D	D&O/ EPLI	X		PHSD1506508	12/17/2019	12/17/2020	Aggregate		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Bakersfield, its elected officials, agents,and employees are named as Additional Insured as respects the operations of Named Insured. Waiver of Subrogation applies for liability and work comp. 30 days notice of cancellation.

CERTIFICATE HOLDER

City of Bakersfield
1600 Truxtun Ave
Bakersfield, CA 93301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Stephanie Dufour

CITY OF BAKERSFIELD ORIGINAL

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CITY OF BAKERSFIELD
ORIGINAL

DocuSign Envelope ID: BB21CC36-E528-4722-A880-3951FC0E1124

PHPK2127804

PI-GL-005 (07/12)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Effective Date: 05/02/2019

Name of Person or Organization (Additional Insured):

City of Bakersfield

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of or relating to your negligence in the performance of "your work" for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or "occurrence" we cover for this Additional Insured.

The Additional Insured's limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE**.

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

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CITY OF BAKERSFIELD ORIGINAL

DocuSign Envelope ID: BB21CC36-E528-4722-A880-3951FC0E1124

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION	JOB DESCRIPTION
THE CITY OF BAKERSFIELD, ITS OFFICIALS, AGENTS AND EMPLOYEES	FOR GRANT

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From the WCIRB's California Workers' Compensation Insurance Forms Manual © 1999.

CITY OF BAKERSFIELD
ORIGINAL

ADMINISTRATIVE REPORT

MEETING DATE: 1/20/2021	Consent – Agreements o.

TO: Honorable Mayor and City Council

FROM: Christian Clegg, City Manager

DATE: 1/11/2021

WARD: Ward 2

SUBJECT: Amendment No.1 to Agreement No. 014-12 with KG Oilers Corp and AEG Bakersfield Modifying Lease Fee Terms for the use of Mechanics Bank Arena for the 2020-21 American Hockey League Season.

STAFF RECOMMENDATION:

Staff recommends approval of the amendment.

BACKGROUND:

In 2014, the City Council approved Agreement No. 014-12, which authorizes the Bakersfield Condors to utilize Mechanics Bank Arena for the purposes of operating a professional hockey team. The lease agreement includes a per game lease fee that is intended to generally cover facility costs associated with related hockey events. The per game fee varies depending on the type of game, including preseason, regular season and playoff games.

As a result of the COVID-19 pandemic and subsequent state-mandated public health orders, no large gatherings, including attendance at professional sports events is allowed at this time. These state-mandated public health orders will result in an increase of operational costs associated with hockey events at the arena. Therefore, the parties desire to enter into Amendment No. 1 to Agreement No. 14-012 to reflect changes in the per game lease fee to reflect the increased operational costs for the 2020-2021 American Hockey League season.

For the 2020-21 American Hockey League season beginning on or around February 5, 2021 and concluding on or around June 30, 2021, the Condors have agreed to remit an additional $67,000 to the City to offset costs associated with operations of the Arena for hockey events. At the request of the Condors, this amount will be paid over two years. For games played between the date of this amendment and June 30, 2021, the Condors will remit an additional $1,000 per game in addition to the base lease fee they customarily pay. At the conclusion of the 2020-21 season, the City and Condors will determine the difference between $67,000 and the additional amount paid per game for the season. The difference will be the balance owed to the City no later than June 30, 2022.

Separately, City staff intends to work with AEG Bakersfield to ensure costs beyond what is identified in this amendment to operate the Arena specifically to hockey events does not otherwise result in

additional fiscal loss for the operations of the facility. Staff anticipates an amendment to the City's facility management agreement with AEG Bakersfield will come before the City Council in the coming months to pertaining to this issue.

ATTACHMENTS:

	Description	Type
🗋	Condors Lease Agreement Amendment No. 1	Agreement

AGREEMENT NO. _____

AMENDMENT NO. [1] TO
AGREEMENT NO. __014-012__

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 14-012 is made and entered into on _____, by and between the **CITY OF BAKERSFIELD,** a municipal corporation (referred to herein as "CITY"), **KG (US) OILERS CORP.,** a Delaware entity authorized to do business in the state of California ("Tenant"), **KG (US) HOCKEY CORP.,** a Delaware entity authorized to do business in the state of California ("Hockey Corp."), solely with respect to Section 13.1.6 of this Agreement, and **AEG MANAGEMENT BAKERSFIELD, LCC,** a Delaware limited liability company authorized to do business in the state of California ("AEG").

R E C I T A L S

WHEREAS, Agreement No. 97-181 and related amendments previously authorized Tenant to operate a professional hockey franchise at the CITY-owned Mechanics Bank Arena; and

WHEREAS, Agreement No. 97-181 and related amendments were terminated and superseded by Anchor Tenant Lease Agreement No. 14-012; and

WHEREAS, the parties entered into Agreement No. 14-012 on January 22, 2014 to authorize Tenant the use of the CITY-owned Mechanics Bank Arena to operate a professional hockey franchise; and

WHEREAS, the terms of the Agreement No. 14-012 anticipated typical operating conditions, including the ability for the public to attend Tenant's games; and

WHEREAS, the COVID-19 pandemic and subsequent state-mandated orders/regulations do not allow for large gatherings, including attendance at professional sports events; and

WHEREAS, these state mandated orders/regulations will result in an increase of operational costs so the parties desire to enter into Amendment No. 1 to Agreement No. 14-012 to reflect how to handle said increased operational costs for the 2020-2021 American Hockey League season.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY, Tenant and AEG mutually agree as follows:

1. Section 4.1 of Agreement No. 014-012 entitled "Lease Fee" is hereby amended to read as follows:

4.1 Lease Fee. Subject to the provisions of this section. Tenant will pay CITY $3,500 for each Preseason home game played, $6,524.54 for each Regular Season home game played, and $1,524.54 for each Postseason home game played (collectively "Lease Fee") as set forth herein.

The Lease Fee will compensate CITY for expenses to operate the Arena which include, but are not limited to, the Arena's box office services, ushers, utilities, security, clean-up services, and all labor, equipment, and services to install, maintain, and remove the ice surface and boards. Tenant alone will pay the costs of printing tickets for all of Tenant's events under this Agreement. CITY will also provide ticket printing at the box office, one operator for Cyber Lights, and two spotlight operators at no additional charge to tenant.

The Lease Fee will be subject to change at two-year intervals beginning on February 1, 2016. The change in payment will be based on the changes in the Consumer Price Index as set forth herein.

4.1.1 Pertaining specifically and solely to the 2020-21 American Hockey League season beginning on or around February 5, 2021 and concluding on or around June 30, 2021, Tenant will remit an additional $67,000 to CITY to offset costs associated with operations of the Arena. Payment of the additional $67,000 will be made over two CITY fiscal years, as follows:

(a). Tenant will remit a supplemental lease fee of $1,000 per game played between the date of execution of this amendment and June 30, 2021. This amount is in addition to the base lease fee described within Section 4.1. The additional amount will be invoiced and collected in the same manner in which the base lease fee is invoiced and collected. This supplemental lease fee is applicable to all games played by Tenant during this period, including

preseason, regular season and postseason games played at Arena.

(b). The balance owed shall be paid by Tenant to CITY in one lump sum no later than June 30, 2022. The balance owed will be the difference between the $67,000 and the amount remitted through June 30, 2021 under subsection (a) above.

(c) If the 2020-21 AHL season does not commence or ends early part way through the 2020-21 season, the Parties will work together in good faith to pro-rate the additional $67,000 to reflect actual reduced costs incurred for the operations of the Arena during the 2020-21 AHL season.

2. Except as amended herein, all provisions of Agreement No. 14-012 shall remain in full force and effect.

-- o0o –

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. _____ to be executed the day and year first above written.

"CITY"

CITY OF BAKERSFIELD

By:_____
KAREN GOH
Mayor

"TENANT"

KG (US) OILERS CORP.

By:_____
BOB NICHOLSON
President

BY:_____
JASON QUILLEY
Vice President, Finance

[ADDITIONAL SIGNATURES ON NEXT PAGE]

APPROVED AS TO CONTENT:

CITY MANAGER'S OFFICE

By:_____
CHRIS HUOT
Assistant City Manager

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By:_____
VIRGINIA GENNARO
City Attorney

COUNTERSIGNED:

By:_____
RANDY MCKEEGAN
Finance Director

VG/vlg

MANAGER

AEG MANAGEMENT BAKERSFIELD, LLC.

By:_____
ROBERT NEWMAN
President

ADMINISTRATIVE REPORT

MEETING DATE: 1/20/2021	Consent – Agreements p.

TO: Honorable Mayor and City Council

FROM: Randy McKeegan, Finance Director

DATE: 1/8/2021

WARD:

SUBJECT: Amendment No. 2 to Agreement No. 18-199 with SC Fuels ($1,250,000; revised not to exceed $3,500,000 and extend the term one year) for supply of partial/bob-tail fuel deliveries.

STAFF RECOMMENDATION:

Staff recommends approval of the amendment.

BACKGROUND:

On November 28, 2018, the City Council approved the annual contract for the supply of partial/bob-tail fuel deliveries with SC Fuels in the amount of $1,000,000; renewable annually thereafter for four one-year periods. On November 20, 2019, Council approved Amendment 1 extending the term one year and increasing compensation $1,250,000.

Currently there is $200,000 available on the contract. Amendment No. 2 will extend the term one year and increase compensation by $1,250,000 for a revised not exceed amount of $3,500,000. Approval of the amendment allows the City to continue to meet the demand for partial/bob-tail fuel deliveries. Funds are budgeted in the Equipment Management Fund for this contract.

ATTACHMENTS:

	Description	Type
🗋	SC Fuels amendment	Agreement

AGREEMENT NO. 18-199(2)

AMENDMENT NO. [2] TO
AGREEMENT NO. 18-199

THIS AMENDMENT NO. 2 TO AGREEMENT NO. 18-199 is made and entered into on_____, by and between the **CITY OF BAKERSFIELD,** a municipal corporation (referred to herein as "CITY"), and **SC COMMERCIAL LLC dba SC FUELS** (referred to herein as "CONTRACTOR").

R E C I T A L S

WHEREAS, on the November 28, 2018, the CITY and CONTRACTOR entered into Agreement No. 18-199 with Southern Counties Oil Co., A California Limited Partnership dba SC Fuels in the amount of $1,000,000 for the supply of fuel bobtail and partial loads; and

WHEREAS, on November 20, 2019, Council approved Amendment No. 1 extending the term one year and increasing compensation by $1,250,000 to continue the supply of fuel bobtail and partial loads; and

WHEREAS, on May 1, 2020, Southern Counties Oil Co., changed their entity name to SC Commercial, LLC; and

WHEREAS, the City consents to the assignment and assumption of all rights, duties, responsibilities, interests, and liabilities of this Agreement to CONTRACTOR: and

WHEREAS, the parties desire to amend Agreement No. 18-199 to extend the agreement term one year and increase compensation by $1,250,000 to continue the supply of fuel bobtail and partial loads.

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

1. Section 2 of Agreement No. 18-199 entitled "COMPENSATION" is hereby amended to read as follows:

2. **COMPENSATION.** Compensation for all work, services or products called for under this Agreement shall consist of a total payment **NOTTO EXCEED THREE MILLION FIVE HUNDRED THOUSAND DOLLARS ($3,500,000)** 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 3 of Agreement No. 18-199 entitled "TERM" is hereby amended to read as follows:

3. TERM. Contractor shall provide services in strict accordance with the terms set forth herein for one (1) year from December 14, 2020, unless sooner terminated as set forth in this Agreement. The Agreement shall be renewable annually thereafter for two (2) consecutive one-year periods. Renewal options shall be exercised at the sole option and discretion of the City of Bakersfield.

3. Section 34 of Agreement No. 18-199 entitled "TAX NUMBERS" is hereby amended to read as follows:

34. TAX NUMBERS.

CONTRACTOR's Federal Tax ID Number 83-0751205

3. Except as amended herein, all provisions of Agreement No. 18-199 shall remain in full force and effect.

-- o0o –

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to Agreement No. 18-199 to be executed the day and year first above written.

"CITY"	"CONTRACTOR"
	SC Commercial, LLC, dba
CITY OF BAKERSFIELD	**SC FUELS**
By:_____	By:_____
KAREN GOH	
Mayor	Print Name: Robert W. Bollar
	Title: Corp. Sec.

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By:_____
NICK FIDLER
Public Works Director

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By:_____
JOSHUA H. RUDNICK
Deputy City Attorney

COUNTERSIGNED:

By:_____
RANDY McKEEGAN
Finance Director

Insurance Approved by

Risk Management: _____

ADMINISTRATIVE REPORT

MEETING DATE: 1/20/2021	Consent – Agreements q.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 12/16/2020

WARD:

SUBJECT: Pilot Recycling Program at BARC Recycling Facility:

1. Amendment No. 1 Agreement 2020 - 185 with BARC Inc., ($40,000; revised not to exceed $133,333.31 and extend term to April 30, 2021) for leasing of BARC Recycling facility.
2. Amendment No. 1 Agreement 2020 - 186 with BARC Inc., ($56,250; revised not to exceed $171,250 and extend term to April 30, 2021) to provide staffing for sorting of recyclable material at the BARC Recycling Facility.

STAFF RECOMMENDATION:

Staff recommends approval of the amendments.

BACKGROUND:

On July 15, 2020, City entered into two Public Works Department agreements, PW20-103 and PW20-100, with BARC Inc., to lease a facility and to provide staffing for a pilot program to process and sort recycling materials collected by City trucks in an effort to reduce costs. The original term of the department agreements expired October 31, 2020. Both agreements were amended to add compensation and extend the term to January 31, 2021 and were converted from department agreements to Council agreements.

Recyclable materials from the City's curbside and commercial blue bin recycling programs are collected as a commingled mix of plastic, paper, metal, and glass. The commingled recyclables from the City are sorted into separate commodities at a local facility and shipped to mills that use the raw commodities in manufacturing.

The City once received revenue as high as $65 per ton for commingled recyclables. The value declined to zero in late 2017. Now the City has paid up to $163 per ton to have the City's recyclables processed; the value fluctuates as the market value of recyclables change. As the number of buyers of recyclables shrinks, recycling companies are charging more to recover their costs. The City is required to continue recycling programs in order to maintain compliance with state mandates despite the higher costs. Contracted haulers deliver recyclable materials they

collect to Metropolitan Recycling Center (MRC) as they are the only facility open. The City does not have a mechanism in the current agreement to limit MRC's costs. Staff has received a referral from Council to present options to control costs of recycled materials to the Budget and Finance Committee. This pilot program has proven to be a viable way to control costs.

Both agreements are set to expire on January 31, 2021. The proposed amendments will extend the agreements to April 30, 2021. Staff recommends increasing the compensation for agreement 2020 - 185, for leasing of the BARC recycling facility by $40,000 for a revised not to exceed amount of $133,333.31 and increasing agreement 2020 -186 for staffing by $56,250 for a revised not to exceed amount of $171,250. The agreements allows the City to continue the relationship with BARC while the evaluation of the program continues and a long-term lease or purchase can be evaluated and presented to the Council Committee.

BARC provides Kern County with essential job training, employment and support services for adults with intellectual and developmental disabilities. Without City's contract for sorting recyclable materials with BARC staff, BARC would not have jobs for all of their clients.

Staff recommends approval of the amendments. Refuse Enterprise funds provide funding for this agreement; therefore, there is no impact to the General Fund.

ATTACHMENTS:

	Description	Type
	Amendment 1 to Agreement no. 2020-185 BARC Sorting Crew Signed	Agreement
	Amendment 1 to Agreement No. 2020-186 -BARC Lease Signed	Agreement

AGREEMENT NO. 2020-185(1)

AMENDMENT NO. ONE (1) TO
AGREEMENT NO. 2020-185

THIS AMENDMENT NO. ONE (1) TO AGREEMENT NO. 2020-185 is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a municipal corporation (referred to herein as "CITY"), **and BARC, INC.**, (referred to herein as "CONTRACTOR").

RECITALS

WHEREAS, on July 15, 2020, the CITY and CONTRACTOR entered into Agreement No. PW 20-103, to sort mixed recyclables taken to the BARC facility; and

WHEREAS, Agreement No. PW 20-103 was entered into with a total compensation of Forty Thousand Dollars ($40,000) and a term of Ninety (90) days beginning on July 20, 2020; and

WHEREAS, on September 23, 2020, CITY and CONTRACTOR entered into Agreement No. 2020-185 to extend the terms of the Agreement to January 31, 2021 and increase the compensation by Fifty-Three Thousand Three Hundred and Thirty-Three 32/100 Dollars ($53,333.32) for a total rent compensation of Ninety-Three Thousand Three Hundred Thirty-Three 32/100 Dollars ($93,333.32); and

WHEREAS, CITY and CONTRACTOR desire to amend Agreement No. 2020-185 to extend to the term of the Agreement to April 30, 2021, and increase the compensation by Thirty-Nine Thousand Nine Hundred Ninety-Nine Dollars ($39,999.99) for a total rent compensation of One Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars 31/100 ($133,333.31).

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree to amend Agreement No. 2020-185 as follows:

1. Section 2 of Agreement No. 2020-185 entitled "Term" is hereby amended to read as follows:

   2. TERM. Unless terminated sooner as set forth herein, this Agreement shall terminate on April 30, 2021 and shall be renewable upon mutual written consent of the parties to this Agreement.

2. Section 4.2 of Agreement No. 2020-185 entitled "Rent" is hereby amended to read as follows:

   4.2 RENT. LESSEE shall pay rent in the amount of Thirteen Thousand Three Hundred Thirty-Three Dollars 33/100 ($13,333.33) per month. Total rent compensation to be paid under this Agreement shall not exceed One hundred Thirty-Three Thousand three hundred thirty-three dollars and 31/100.

3. Except as amended herein, all provisions of Agreement No. 2020-185 shall remain in full force and effect.

-- o0o –

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. 2020-185 to be executed the day and year first above written.

"CITY"

CITY OF BAKERSFIELD

By:_____

KAREN GOH
Mayor

"CONTRACTOR"

BARC, INC.

By:_____

Print Name: David S Kenneman

Title: President/CEO

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By:_____

NICK FIDLER
Public Works Director

[Additional signatures on next page]

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By:_____
JOSHUA RUDNICK
Deputy City Attorney

COUNTERSIGNED:

By:_____
RANDY MCKEEGAN
Finance Director

JHR/vlg

AGREEMENT NO. 2020-186(1)

AMENDMENT NO. ONE (1) TO
AGREEMENT NO. 2020-186

THIS AMENDMENT NO. ONE (1) TO AGREEMENT NO. 2020-186 is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a municipal corporation (referred to herein as "CITY"), **and BARC, INC.**, (referred to herein as "CONTRACTOR").

RECITALS

WHEREAS, on July 14, 2020, the CITY and CONTRACTOR entered into Agreement No. PW 20-100, to sort mixed recyclables taken to the BARC facility; and

WHEREAS, Agreement No. PW 20-100 was entered into with a total compensation of Forty Thousand Dollars ($40,000) and a term of Ninety (90) days beginning on July 20, 2020; and

WHEREAS, on September 23, 2020, CITY and CONTRACTOR entered into Agreement No. 2020-186 to extend the term of the Agreement to January 31, 2021, and increase the compensation by Seventy-Five Thousand Dollars ($75,000) for a total compensation of One Hundred Fifteen Thousand Dollars ($115,000); and

WHEREAS, CITY and CONTRACTOR desire to amend Agreement No. 2020-186 to extend the term to April 30, 2021, and increase the compensation by Fifty-Six Thousand Two Hundred Fifty Dollars ($56,250) for a total compensation of One Hundred Seventy-One Thousand Two Hundred Fifty Dollars ($171,250).

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree to amend Agreement No. 2020-186 as follows:

1. Section 2 of Agreement No. 2020-186 entitled "Compensation" is hereby amended to read as follows:

> **2. COMPENSATION/PAYMENT PROCEDURE.** Compensation for all work, services or products called for under this Agreement shall consist of a total payment not to exceed One Hundred Seventy-One Thousand Two Hundred Fifty Dollars ($171,250) which shall be paid as follows: per job, at an hourly rate of One Hundred Thirty-Two Dollars ($132) and an available additional 4th crew at Forty Six Dollars and Fifty Cents ($46.50).

2. Section 3 of Agreement No. 2020-186 entitled "Term" is hereby amended to read as follows:

> **3. <u>TERM</u>.** Unless terminated sooner as set forth herein, this Agreement shall terminate on April 30, 2021, and shall be renewable upon mutual written consent of the parties to this Agreement.

3. Except as amended herein, all provisions of Agreement No. 2020-186 shall remain in full force and effect.

-- o0o –

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. 2020-186 to be executed the day and year first above written.

"CITY"

CITY OF BAKERSFIELD

By:_____

KAREN GOH
Mayor

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By:_____

NICK FIDLER
Public Works Director

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By:_____

JOSHUA RUDNICK
Deputy City Attorney II

COUNTERSIGNED:

By:_____

RANDY MCKEEGAN
Finance Director

"CONTRACTOR"

BARC, INC.

By:_____

Print Name: David Shawn Kennemer
Title: President/CEO

JHR/vlg

ADMINISTRATIVE REPORT

MEETING DATE: 1/20/2021	Consent – Agreements r.

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. 2020-109 with Cen-Cal Construction, Inc. ($73,369.92; revised not to exceed $264,369.92) for the Pedestrian Improvements Various Locations - Brundage Lane between Myrtle Street and Pine Street; L Street between 17th Street and 22nd Street project.

STAFF RECOMMENDATION:

Staff recommends approval of the contract change order.

BACKGROUND:

The work to be performed consists, in general, of pedestrian improvements at various locations with the project boundaries of Brundage Lane: Myrtle Street to Pine Street, and L Street: 17th Street to 22nd Street. Work will consist of, but is not limited to, demolition of existing curb and gutter, sidewalks, cross gutters, curb ramps; and installing new curb and gutter, sidewalks, cross gutters and ADA accessible access curb ramps equipped with truncated domes.

Contract Change Order No. 1 provides for the installation of three commercial drive approaches on Myrtle Street. During construction, the Project Engineer determined that commercial drive approaches were needed on Myrtle Street north of Brundage Lane in order to provide proper access to the adjacent business properties. In order to install these drive approaches the City directed the contractor to remove the existing pavement, excavate and compact subgrade, place reinforcing steel, and form and pour two commercial drive approaches on the east side and one of the west side of Myrtle Street. The contractor has agreed to do the above mentioned work for the lump sum price of $21,879.26.

This change order also provides for the installation of a sidewalk underdrain on Myrtle Street. During construction, it was determined that the design grades for the new sidewalk at 2801 Brundage Lane prevented adequate drainage from the property's parking lot. In order to eliminate the drainage issue, the City directed the contractor to install a sidewalk underdrain on the east side of the property at Myrtle Street. The contractor agrees to saw cut the concrete, remove curb and gutter, remove sidewalk panels, and form and pour the sidewalk underdrain for the lump sum price of $8,947.94.

Also, in order to construct the project per the plans and specifications, there were several contract item quantities that had to be either increased or decreased. These item adjustments will result in a net cost increase of $42,542.72.

The total cost increase of Contract Change Order No. 1 is $73,369.92. This is the first change order to date on this project which results in a 38.4 percent increase of the original contract amount as illustrated below:

Original Contract Amount	=	$191,000.00
Total of Previous Change Orders	=	$ 0.00
Current Contract Change Order	=	$ 73,369.92
Amended Contract Amount after Change Order	=	$264,369.92
Net Increase to Date	=	$ 73,369.92

This project is funded by Transportation Development Act Article 3 and Utility Surcharge Fund; therefore, there is no impact to the General Fund.

ATTACHMENTS:

	Description	Type
	Contract Change Order No. 1 with Cen-Cal Construction, Inc. for the Pedestrian Improvements (TDA) Various Locations- Brundage Lane between Myrtle Street and Pine Street; L Street between 17th Street to 22nd Street.	Agreement

COPY DISTRIBUTION:
ORIGINAL-CITY CLERK, WHITE-CONTRACTOR, BLUE-CONSTRUCTION, GREEN-CONTRACTORS INFO, YELLOW-CALTRANS, PINK-ENGR., GOLD-PURCHASING

CITY OF BAKERSFIELD
PUBLIC WORKS DEPARTMENT

CONTRACT NO. 2020-109 CHANGE ORDER NO. 1 P. O. NO. 204949

PROJECT: Pedestrian Improvements (TDA): Various Locations - Brundage Lane between Myrtle Street to Pine Street; L Street between 17th Street to 22nd Street SHEET 1 OF 1

CONTRACTOR: Cen-Cal Construction, Inc.
ADDRESS: 34762 Lencioni Avenue
Bakersfield, CA 93308

N/A
FEDERAL NO. (S)

YOU ARE HEREBY DIRECTED TO MAKE THE HEREIN DESCRIBED CHANGES FROM THE PLANS AND SPECIFICATIONS OR DO THE FOLLOWING WORK DESCRIBED NOT INCLUDED IN THE PLANS AND SPECIFICATIONS ON THIS CONTRACT.
NOTE: This change order is not effective until approved by City Council or City Engineer

Description of work to be done, estimate of quantities, and prices to be paid. Segregate between additional work of contract price, agreed price and force account. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

CHANGE REQUESTED BY: R. Campos, Construction Superintendent SUBMITTED BY: R. Campos, Construction Superintendent DATE: November 23, 2020

EXTRA WORK AT AGREED LUMP SUM PRICE

- Remove existing pavement, compact subgrade, place reinforcing steel, and form and pour 3 commercial drive approaches, (Type "C") on Myrtle Street. = $21,879.26
- Saw cut concrete, remove curb and gutter and sidewalk, form and pour sidewalk underdrain, and pave HMA tie-in on Myrtle Street. = $8,947.94

$30,827.20

The contractor agrees to accept a lump sum price of $30,827.20 as full compensation, including all mark-ups, for performing the above mentioned work.

DECREASE CONTRACT ITEMS AT CONTRACT PRICE

- Item #6 - Minor Concrete - (Curb Ramp/Access Ramp)
  659.31 SF @ $15.25 per SF = ($10,054.48)
- Item #7 - Minor Concrete - (Cross Gutter)
  51.88 SF @ $23.50 per SF = ($1,219.18)
- Item #8 - Minor Concrete - (Retaining Wall)
  10.00 LF @ $149.50 LF = ($1,495.00)

($12,768.66)

INCREASE CONTRACT ITEMS AT CONTRACT PRICE

- Item #4 - Minor Concrete - (Curb & Gutter)
  356.05 LF @ $94.75 per LF = $33,735.74
- Item #5 - Minor Concrete - (Sidewalk)
  1,797.97 SF @ $12.00 per SF = $21,575.64

$55,311.38

ACCOUNT NO (S) 142-4031-822-8041 T8K234 $39,619.76
142-4052-822-8041 T9K230 $33,750.16

INCREASE $73,369.92
DECREASE

By reason of this order the time of completion will be adjusted as follows: 7 working days

City Council Approval Required YES XX NO

Approved As to Form: CITY ATTORNEY

Approved by the Council of City of Bakersfield

Approval Recommended: City Engineer

Mayor

Countersigned: Finance Director

Date

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

Accepted, Date: 12-9-2020 Contractor: Title: JASON PLANK (PRESIDENT)

ADMINISTRATIVE REPORT

MEETING DATE: 1/20/2021	Consent – Bids s.

TO: Honorable Mayor and City Council

FROM: Randy McKeegan, Finance Director

DATE: 1/8/2021

WARD:

SUBJECT: Accept bid from Dell Marketing, L.P. ($155,000.84) for Dell server replacements for the Technology Services Department.

STAFF RECOMMENDATION:

Staff recommends acceptance of bid.

BACKGROUND:

Bids were solicited for Dell server replacements for the Technology Services Department. Five bids were received in response to the solicitation.

Bids received from Hypertec Direct USA and Mvation Worldwide Inc. were inconsistent as compared to bids received. Upon contact for clarification by City staff, both bidders realized they had misunderstood the bid specifications and have requested to withdraw their bids. Staff has reviewed their requests and recommends allowing them to withdraw their bids.

This purchase will replace four Dell servers as part of the normal replacement schedule.

The three acceptable bids are as follows:

BIDDER	AMOUNT
Dell Marketing, L.P. Round Rock, TX	$155,000.84
Howard Technology Solutions Ellisville, MS	$183,905.93
Hardware Nation, LLC Buford, GA	$212,648.46

Funds are budgeted in the Equipment Management Fund to complete this purchase. Staff finds the bid submitted by Dell Marketing, L.P. in Round Rock, TX to be acceptable.

ADMINISTRATIVE REPORT

MEETING DATE:	1/20/2021	Consent – Bids t.

TO: Honorable Mayor and City Council

FROM: Randy McKeegan, Finance Director

DATE: 1/7/2021

WARD: Ward 2

SUBJECT: Accept bid from Wesco Distributing Inc. ($92,701.45) for decorative street lamps for the General Services Division.

STAFF RECOMMENDATION:

Staff recommends acceptance of the bid.

BACKGROUND:

Bids were solicited for decorative street lamps for the General Services Division. Two bids were received in response to solicitation.

This purchase of decorative aluminum poles and fixtures (street lamps) is part of the Oleander decorative street lamp improvement project. City staff will complete the installation of the poles and fixtures.

Funds are allocated in the Community Development Block Grant Entitlement to complete this purchase. There is no General Fund impact associated with this purchase.

The two bids received are as follows:

BIDDER	AMOUNT
Wesco Distribution Inc. Bakersfield, CA	$92,701.45
AZCO Supply Inc. Stockton, CA	$94,619.16

Staff finds the bid submitted by Wesco Distribution Inc. in Bakersfield to be acceptable.

ADMINISTRATIVE REPORT

MEETING DATE: 1/20/2021	Public Safety/Vital Services Measure u.

TO: Honorable Mayor and City Council

FROM: Randy McKeegan, Finance Director

DATE: 1/12/2021

WARD:

SUBJECT: Purchase of two CNG roll off trucks:

1. Resolution determining that a roll off truck can most efficiently be obtained through cooperative procurement bidding procedures from Golden State Peterbilt and authorizing the Finance Director to dispense with bidding thereof, not to exceed $518,000.
2. Appropriate $259,000 Equipment Fund balance to the Public Works Operating Budget to fund the purchase cost for a roll off truck for the Solid Waste Division.
3. Transfer $259,000 Public Safety Vital Services (PSVS) Measure funds from the Economic/Community Development Department operating budget to the Public Works Department Equipment Fund operating budget to fund the purchase cost for a roll off truck for the Clean City Initiative Program.

STAFF RECOMMENDATION:

Staff recommends adoption of the resolution and approval of the appropriation and transfer.

BACKGROUND:

This item requests approval of the acquisition of two new roll off trucks.

One truck will replace a unit that is seven years old that is currently not operable. Due to the cost of the needed repairs, it is not economically feasible to proceed with the repairs. Fleet staff recommends replacement of the equipment.

The second truck is a new vehicle for the PSVS funded Clean City Initiative Program. The PSVS Oversight Committee recommended and City Council approved funding for the Clean City Initiative for a comprehensive litter abatement program. The program is aimed at reducing the amount of litter, debris and illegal dumping throughout the City. This specific item is related to a roll-off truck for the litter abatement component of the program. This equipment will be used to support and enhance ongoing litter abatement activities, as well as to allow staff to collect higher volumes of waste during the monthly bulky item collection events.

The City municipal code section 3.20.060(D)(7) allows the City to dispense with bidding when we are able to obtain discount pricing from a local vendor whose company has developed said pricing though a competitive bidding process with another government agency.

Golden State Peterbilt in Bakersfield has entered into a competitive procurement contract with Sourcewell to offer discount pricing for Peterbilt equipment. Staff recommends adoption of the Resolution to dispense with bidding for the purchase of Peterbilt roll off trucks from Golden State Peterbilt, Bakersfield, not to exceed $518,000 for one Peterbilt 567 3-axle CNG roll off truck for the Solid Waste Division and one for the PSVS funded Clean City Initiative Program.

Staff recommends appropriation of $259,000 Equipment fund balance for the purchase of the replacement truck for the Solid Waste Division. Of this amount, $186,157 has been recovered through fleet rental rates. The difference of $72,843 will be recouped within the Equipment Management Fund through future fleet rental rates. In addition, staff recommends the transfer of PSVS funds from the Economic/Community Development Department operating budget to the Public Works Equipment Fund operating budget to fund the purchase cost of a roll off truck for the Clean City Initiative Program. This transfer is necessary as the Clean City Initiative funding was initially placed in the Economic and Community Development Department. As the program has been established and evolved in scope, the transfer of funds is necessary to appropriately account for the purchase of the equipment. No additional PSVS funding is being appropriated for this purchase.

Staff recommends approval of the resolution, appropriation and transfer for the purchase of two Peterbilt roll off trucks, one for the Solid Waste Division and one for the PSVS funded Clean City Initiative Program from Golden State Peterbilt, not to exceed $518,000.

ATTACHMENTS:

	Description	Type
🗋	Resolution	Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE BAKERSFIELD CITY COUNCIL DISPENSING WITH FORMAL BIDDING PROCEDURES IN THE PURCHASE OF TWO PETERBILT 567 ROLL OFF TRUCKS FROM GOLDEN STATE PETERBILT AND AUTHORIZING THE USE OF COOPERATIVE PROCUREMENT CONTRACTS FOR THE PURCHASE OF THE EQUIPMENT, NOT TO EXCEED $518,000.

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

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

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

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

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

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

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

2. The Council finds that work, supplies, equipment or materials are available from a local vendor that has successfully obtained a contract that was competitively awarded by another governmental agency within the last 36 months as a participant in a cooperative procurement contract, and that it is in the best interests of the city, and to the city's economic advantage to purchase such work, supplies, equipment or materials from that vendor at the lowest possible cost for the quality needed.

3. The Finance Director or his designee is authorized to dispense with bidding in accordance with section 3.20.060(D)(7) of the Bakersfield Municipal Code.

4. The Finance Director or his designee is authorized to purchase two Peterbilt 567 roll off truck at Sourcewell Contract #3081-716PMC pricing through a local vendor, Golden State Peterbilt and to negotiate the purchase of same, not to exceed $518,000 for two trucks.

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

--oo0oo--

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

YES: COUNCIL MEMBER ARIAS, GONZALES, WEIR, SMITH, FREEMAN, GRAY, PARLIER
NOES: COUNCIL MEMBER _____
ABSTAIN: COUNCIL MEMBER _____
ABSENT: COUNCIL MEMBER _____

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

APPROVED _____

By _____
KAREN GOH Mayor

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By _____
JOSHUA H. RUDNICK
Deputy City Attorney

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ADMINISTRATIVE REPORT

MEETING DATE: 1/20/2021	Hearings 10. a.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 11/30/2020

WARD: Ward 2

SUBJECT: Public Hearing to consider a resolution ordering the vacation of the north 19.46 feet x 82.50 feet of R Street, located 302.25 feet north of California Avenue.

STAFF RECOMMENDATION:

Staff recommends approval of the resolution.

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.

ATTACHMENTS:

	Description	Type
	Resolution	Resolution
	Exhibit A	Exhibit
	Exhibit B	Exhibit

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL DECLARING ITS INTENTION TO ORDER THE VACATION OF THE NORTH 19.46 FEET x 82.50 FEET OF R STREET, LOCATED 302.25 FEET NORTH OF CALIFORNIA AVENUE (WARD 2)

WHEREAS, on **WEDNESDAY, JANUARY 6, 2021,** the Council of the City of Bakersfield, pursuant to the provisions of the "Public Streets, Highways and Service Easements Vacation Law," Government Code Sections 8300 et seq. of the Streets and Highways Code of the State of California, declared its intention to vacate north 19.46 feet x 82.50 feet of R Street, located 302.25 feet north of California Avenue in the City of Bakersfield, formerly known as the Town of Kern (Ward 2); and

WHEREAS, the Council did fix a time and place for hearing all persons interested in or objecting to said proposed vacation, which hearing was held on **JANUARY 20, 2021**, after notices of said hearing were duly published and posted as required by law; and

WHEREAS, for the above-described project, it was determined that the proposed vacation is exempt from CEQA, pursuant to Section 15061 (b) (3) of CEQA Guidelines (General Rule) in that there is no possibility that the proposed action could have a significant effect on the environment; and

WHEREAS, on APRIL 24, 2020, Planning Department found the vacation to be consistent with the Metropolitan Bakersfield General Plan, per local ordinance.

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

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

2. This Resolution is adopted pursuant to Section 8300, et seq. of the Streets and Highways Code of the State of California.

3. The Council orders the vacation north 19.46 feet x 82.50 feet of R Street, located 302.25 feet north of California Avenue (more specifically described in Exhibit "A" and illustrated in Exhibit "B", which is attached hereto and incorporated herein), all in the City of Bakersfield, County of Kern, State of California.

4. The City is to reserve a Public Utility Easement (PUE) and access for City services over the vacated area of the north 19.46 feet x 82.50 feet of R Street, located 302.25 feet north of California Avenue (more specifically described in Exhibit "A" and illustrated in Exhibit "B", which is attached hereto and incorporated herein), all in the City of Bakersfield, County of Kern, State of California.

5. Access is to be available to all utility purveyors including the City of Bakersfield, when acting upon their official capacity.

The City Clerk shall certify to the passage of this resolution and shall cause a certified copy hereof, attested by the Clerk under the seal of the City, to be recorded in the Office of the County Recorder of the County of Kern, California.

----------oOo----------

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

AYES:	COUCILMEMBER	ARIAS, GONZALES, WEIR, SMITH, FREEMAN, GRAY, PARLIER
NOES:	COUCILMEMBER	_____
ABSTAIN:	COUCILMEMBER	_____
ABSENT:	COUCILMEMBER	_____

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

APPROVED: _____

_____
KAREN GOH
Mayor of the City of Bakersfield

APPROVED AS TO FORM:
VIRGINIA GENNARO
CITY ATTORNEY

By: _____
JOSHUA RUDNICK
Deputy City Attorney

Attachments: Exhibit "A"
Exhibit "B"

EXHIBIT "A"

(PARTIAL "R" STREET VACATION)

ALL THOSE PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 29 SOUTH, RANGE 28 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PORTION OF "R" STREET

COMMENCING AT THE INTERSECTION OF "S" STREET AND CALIFORNIA AVENUE, MARKED BY A CITY OF BAKERSFIELD CONCRETE MONUMENT WITH NAIL, THENCE ALONG SAID CENTERLINE OF CALIFORNIA AVENUE, NORTH 89°11'08" WEST, 346.44 FEET TO THE INTERSECTION OF "R" STREET AND SAID CALIFORNIA AVENUE; THENCE ALONG THE CENTERLINE OF SAID "R" STREET, NORTH 00°48'27" EAST, 302.25 FEET TO THE POINT OF BEGINNING;

THENCE (1) DEPARTING SAID "R" STREET CENTERLINE, NORTH 89°11'29" WEST, 41.25 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID "R" STREET;

THENCE (2) ALONG SAID WEST RIGHT OF WAY LINE, NORTH 00°48'27 EAST, 19.46 FEET TO A POINT ON THE SOUTH LINE OF ROADWAY VACATION RECORDED AS DOCUMENT NO. 0211025030, O.R.;

THENCE (3) ALONG SAID SOUTH VACATION LINE, SOUTH 89°11'29" EAST, 82.50 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF "R" STREET;

THENCE (4) ALONG SAID EAST RIGHT OF WAY LINE, SOUTH 00°48'27" WEST, 19.46 FEET;

THENCE (5) DEPARTING SAID EAST RIGHT OF WAY LINE, NORTH 89°11'29" WEST, 41.25 FEET TO THE POINT OF BEGINNING,

CONTAINS 1,605.45 SQUARE FEET MORE OR LESS

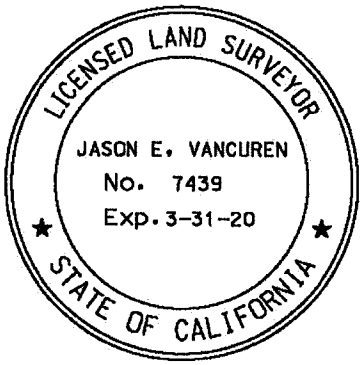
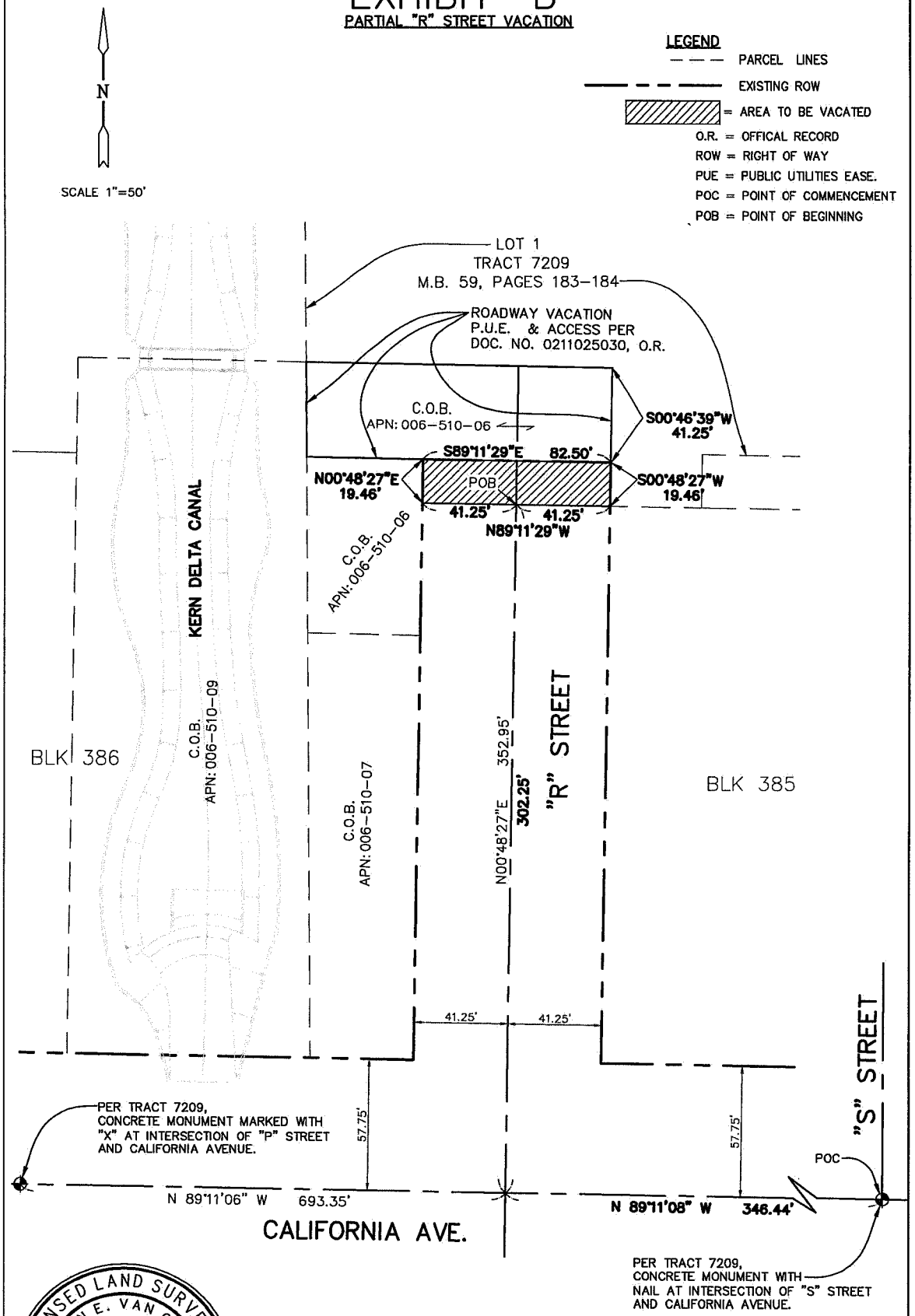


EXHIBIT "B"

PARTIAL "R" STREET VACATION



LICENSED LAND SURVEYOR
JASON E. VAN CUREN
LS 7439
Exp. 3-31-20
STATE OF CALIFORNIA

BASIS OF BEARINGS

BEARING AND DISTANCES SHOWN ARE BASED UPON RECORD PER TRACT NO. 7209 AS FIELD IN BOOK 59 OF MAPS AT PAGE 184 IN THE OFFICE OF THE KERN COUNTY RECORDER.

RUETTGERS & SCHULER
CIVIL ENGINEERS

PARTIAL "R" STREET VACATION EXHIBIT		
DRAWN BY: TDM	DATE: 2/5/20	FILE: PLAT
OWNER: CITY OF BAKERSFIELD		
APN: 006-590-37	PARCEL: TRACT NO. 7209	

ADMINISTRATIVE REPORT

MEETING DATE: 1/20/2021	Hearings 10. b.

TO: Honorable Mayor and City Council

FROM: Christopher Boyle, Development Services Director

DATE: 1/4/2021

WARD: Ward 3

SUBJECT: Public Hearing to consider Conditional Use Permit No. 20-0179 (Appeal). Casa Esperanza Transitional Home for Women & Children is proposing a conditional use permit to allow for a 6-bed rooming house to accommodate women and their minor children in the R-1 (One-Family Dwelling Zone) district, located at 1421 Panorama Drive. Kristen and Johnny Urquidez submitted an appeal of the Planning Commission's decision to approve the proposal. Notice of Exemption on file (CUP No. 20-0087).

STAFF RECOMMENDATION:

Staff recommends upholding the decision of the Planning Commission and approving Conditional Use Permit No. 20-0179.

BACKGROUND:

Casa Esperanza Transitional Home for Women & Children, applied for a conditional use permit ("CUP") to allow for a 6-bed rooming house to accommodate women and their minor children in the R-1 (One-Family Dwelling Zone) district. The CUP was approved by the Planning Commission on November 5, 2020 and subsequently appealed on November 10, 2020.

PROJECT SUMMARY:

Location. The 0.55-acre project site is located at the southwest corner of Panorama Drive and Haley Street. To the north is open space (Panorama Park), to the east is Bakersfield College, and the site is part of a single-family neighborhood situated to the south and west. The site is developed with a two-story 3,652 square foot home with seven bedrooms, family room, playroom, office, and kitchen/dining area.

Project Overview. As proposed, Casa Esperanza Transitional Home for Women & Children ("Casa Esperanza") will operate a roominghouse as a residential housing program providing support for up to six homeless women and their minor children while transitioning to economic stability and permanent housing. The project is designed to be a home where residents live in a family-like setting while acquiring the counseling, and job/life skills necessary for a sustainable

transition to the job market and permanent housing. A full review of the project is included with the Planning Commission staff report (attached).

PLANNING COMMISSION ACTION:

On November 5, 2020, the Planning Commission considered CUP No. 20-0179 for the roominghouse (see Planning Commission staff report; attached). The Planning Commissioners heard a staff report, received public testimony both in support and opposition, deliberated, and then voted unanimously to approve the project subject to staff's recommended conditions. The Planning Commission findings are contained in Resolution No. 55-20 (attached).

APPEAL:

On November 10, 2020, an appeal to the Planning Commission's decision was filed by Kristen and Johnny Urquidez in accordance with Bakersfield Municipal Code. The appellants state the following:

- Members of the Commission had clear conflicts of interest due to the knowledge of people involved in the project, the extensive prior work with homeless organizations, and the emotional interest in the topic of homelessness. For these reasons, their judgement was impacted.
- As proposed, there will be no limit on the number of individuals from multiple families allowed to live in the house.
- There are no plans to provide security personnel on the property for the residents nor plans to address any interpersonal issues that arise between the residents.
- Casa Esperanza has exempted themselves from being legally responsible for any accidents or damages that may occur in the neighborhood. The organization has been unwilling to make any changes to their plans in an effort to come to a mutual agreement on implementation.

PUBLIC COMMENTS:

During preparation of the Planning Commission staff report, City staff received 2 comments and 244 form letters in support of the project, and 17 letters and a petition with 100 signatures in opposition to the project. Subsequent to preparation of the staff report, staff received an additional 9 comments and 75 form letters in support, and 1 comment in opposition that were transmitted to the Planning Commission via memorandum. Those documents are included with the Planning Commission staff report and memorandum (both attached).

In response to the public notice for the appeal, City staff received one comment from the appellants. That is attached for your Council's consideration.

ENVIRONMENTAL REVIEW AND DETERMINATION:

Should the City Council deny the appeal and approve the conditional use permit, the project has been found to be exempt from the provisions of the California Environmental Quality Act (CEQA) and the City of Bakersfield's CEQA Implementation Procedures in accordance with Section 15303, *New Construction or Conversion of Small Structures*. This exemption includes Class 3 projects consisting of the construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and

the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. A notice of exemption has been prepared.

CITY COUNCIL OPTIONS:

The City Council has a number of options regarding the appeal request:

- **Uphold the Appeal.** If the City Council were to uphold the appeal, the CUP would be denied and the applicant could not use the project site as a roominghouse. Additionally, no reapplication or new application for the same CUP can be considered on this site for a period of one year.
- **Deny the Appeal.** If the City Council were to deny the appeal, the CUP would be approved and the applicant could use the project site as a roominghouse. In order to take this action, the Municipal Code requires that City Council make specific findings:
  1. The proposed use is deemed essential or desirable to the public convenience or welfare; and,

  2. The proposed use is in harmony with the various elements and objectives of the general plan and applicable specific plans.

  In taking this action, the CUP may be subject to such conditions as deemed appropriate or necessary to assure compliance with the intent and purpose of the zoning regulations and the various elements and objectives of the general plan and policies of the city or to protect the public health, safety, convenience, or welfare. Recommended conditions, as approved by the Planning Commission, are attached as part of the Council's draft Resolution.

- **Continue the Hearing.** The City Council may have unanswered questions and/or require additional information unavailable at the time of the hearing that is needed to make an informed decision. The City Council has the discretion to continue hearing to a date certain in order to obtain such information.

CONCLUSION:

The Planning Commission found that the project met the required CUP findings when the appropriate conditions of approval were included. Therefore, Staff recommends that the City Council consider the whole of the record, to include the appellant's concerns, and render a decision based on the three options noted above.

ATTACHMENTS:

Description	Type
Blue Memo	Cover Memo
PowerPoint presentation	Presentation
Draft Resolution (Approve the CUP)	Resolution
Draft Resolution (Uphold the appeal)	Resolution
Public Comment on Appeal	Backup Material
Appeal Request	Backup Material
PC Staff Report	Backup Material
PC Memorandum	Backup Material

- PC Resolution 55-20
- Memorandum

Backup Material

Correspondence

BAKERSFIELD

THE SOUND OF *Something Better*

CITY CLERK'S OFFICE
MEMORANDUM

January 20, 2021

TO: **HONORABLE MAYOR AND COUNCILMEMBERS**

FROM: **JULIE DRIMAKIS, CITY CLERK**

SUBJECT: **COUNCIL MEETING OF JANUARY 20, 2021**
AGENDA ITEM HEARINGS 10.b.

Transmitting correspondence received reflecting the above item.

Attachments
lr

From	Agenda Item	Position	Subject	Type	Received
James P Mosher	10.b.	Support	CUP-0179 Casa Esparanza - Statement of support	email	Tuesday, January 19, 2021 9:23 AM
Kristie and Bob Coons	10.b.	Support	CUP-0179 Casa Esparanza - Message for Ward 6	email	Tuesday, January 19, 2021 2:52 PM
Kristie and Bob Coons	10.b.	Support	CUP-0179 Casa Esparanza - Message for Ward 5	email	Tuesday, January 19, 2021 2:48 PM
Kristie and Bob Coons	10.b.	Support	CUP-0179 Casa Esparanza - Message for Ward 4	email	Tuesday, January 19, 2021 2:46 PM
Kristie and Bob Coons	10.b.	Support	CUP-0179 Casa Esparanza - Message for Ward 3	email	Tuesday, January 19, 2021 2:44 PM
Kristie and Bob Coons	10.b.	Support	CUP-0179 Casa Esparanza - Message for Ward 2	email	Tuesday, January 19, 2021 2:42 PM
Julie Cesare - Casa Esparanza	10.b.	Support	CUP-0179 Casa Esparanza - Transmitting budget	email	Tuesday, January 19, 2021 6:48 PM
Barbara Patrick	10.b.	Support	CUP-0179 Casa Esparanza	email	Friday, January 15, 2021 2:00 PM
Kristie and Bob Coons	10.b.	Support	CUP-0179 Casa Esparanza - Message for Ward 7	email	Tuesday, January 19, 2021 2:55 PM
Kristie and Bob Coons	10.b.	Support	CUP-0179 Casa Esparanza - Message for Ward 1	email	Tuesday, January 19, 2021 2:55 PM
Jamie Hall	10.b.	Against	CUP-0179 Casa Esparanza	email	Wednesday, January 20, 2021 1:48 PM

From:	James P. Mosher
To:	City Clerk
Cc:	Kassandra Gale; Ryder Dilley; JULIECESARE@GMAIL.COM
Subject:	Jan 20 City Council Agenda Item 10.b - Casa Esperanza CUP - Statement in Support of Project and Denial of Appeal
Date:	Tuesday, January 19, 2021 9:23:55 AM
Attachments:	Agenda Item 10.b CUP 20-0179 Casa Esperanza - Statement in Support of Project.zip

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

Attached please find the subject document package in support of the project and recommending denial of the appeal.

Thank You,

James P. (Jim) Mosher
Secretary – Casa Esperanza
661-477-5303

Casa
ESPERANZA
TRANSITIONAL HOME FOR WOMEN & CHILDREN

January 15, 2021

Members of Bakersfield City Council

Mayor Karen Goh
Eric Arias – Ward 1
Andrae Gonzales – Ward 2
Ken Weir – Vice Mayor, Ward 3
Bob Smith – Ward 4
Bruce Freeman – Ward 5
Patty Gray – Ward 6
Chris Parlier – Ward 7

Dear Honorable Mayor and City Council Members:

SUBJECT Request for Denial of Appeal and Support for Project
Conditional Use Permit ("CUP")
Casa Esperanza Transitional Home for Women & Children

Reference: CUP 20-0179 1421 Panorama Drive

The Board of Directors of Casa Esperanza respectfully requests that the Bakersfield City Council deny the appeal of the Bakersfield Planning Commission's unanimous November 5, 2020 decision approving the CUP for the subject project. The project deserves your support.

Casa Esperanza is the right project, at the right location, at the right time. It is a transitional home coupled with a structured program and belongs in a residential setting. The location selected is ideal because it is transportation-connected, a 5-minute walk to the GET Bus hub at Bakersfield College. This proximity is key to connecting resident mothers with job, educational and childcare opportunities as they transition from homelessness to employment and permanent housing.

We understand that neighbors nearby the project location are very protective of their neighborhood, as we all are. There is a fear of the unknown. That is why we reached out to them to tell them about our program and our commitment to being a benefit to their neighborhood. Last summer we reached out to the neighbors and had two zoom meetings with them to incorporate any ideas they had for the program. The neighbors didn't have ideas they only had objections. Disappointingly, productive dialogue about modifications to the project was not possible. Neighbors had multiple fear-based objections that could not be overcome, many of which led back to their core objection to more than 6 persons living in this 7-bedroom home.

P.O. Box 13104, Bakersfield, CA 93389-7197
Like us on Facebook - Casa Esperanza Transitional Home for Women-Homeless • Follow us on Instagram - casaesperanzabakersfield
www.esperanzabakersfield.org

Since the November Planning Commission meeting, we walked the neighborhood and knocked on 98 doors. We discussed our program with all who were interested, and left information for them to call us with any further questions. We received 13 new letters of support from this effort in addition to the 332 support letters previously received.

We will be a great neighbor for many reasons.

- We will be investing at least $100,000 upgrading the property. We will be taking a house that needs a little loving care and bringing it up to or above the current standards of the neighborhood. It will be professionally maintained. This will only improve the neighborhood and the values of the surrounding homes.

- The house is an ideal size. The house was a foster care home for 20 years with no complaints or issues. The present owner confirmed that as a foster home there have been on average 16 people living in the home. The position of the home on a large, corner lot with only one shared property line ensures the privacy of both the neighboring properties and the home.

- We are largely modeled after Alexandria House in Los Angeles and have adopted much of their program structure and practices. They have had great success that we aim to duplicate. Alexandria House is located in a residential neighborhood that has been up-zoned and densified. We have also adopted best practices from Oakland Elizabeth house in Oakland. They are located on a corner church property but are surrounded by single family homes. They have had no problems with the neighbors, because they continually communicate with them. Jesus, Mary and Joseph home in Santa Cruz is another home that we are in contact with. They are surrounded by single family homes. Pat Gorman, the Program Director, said that they have had no problems with their neighbors. To quote Pat, "They know who we are and they appreciate that we are here." Following the lead of these three homes we have reached out to the neighbors in partnership to be the best neighbors that we can be. We are confident that we will be a great neighbor.

- Some neighbors have expressed concern that our program might not succeed. We believe we will succeed because we are adopting proven best practices and we will have staff with experience and training to ensure success. We will comply with all of the proposed Conditions of Approval in the CUP, most of which were derived from our House Rules. In the very unlikely event that the property was ever sold, the CUP would run with the land, but would not be valid for another organization unless they complied, exactly, with every one of our House Rules, which have been adopted as Conditions for Approval. In other words, the new owner would need to create an exact duplicate of the Casa Esperanza model in order to comply with the CUP.

P.O. Box 13104, Bakersfield, CA 93389-7197
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www.esperanzabakersfield.org

Casa
ESPERANZA
TRANSITIONAL HOME FOR WOMEN & CHILDREN

Casa Esperanza will be great for Bakersfield. Nobody is disputing that. It is essential to our program that our home be located in a neighborhood. We don't have a lot of mixed-use neighborhoods in Bakersfield that can easily blend in a large residence.

The proposed location is ideal because it has plenty of onsite/off-street parking, is adjacent to Bakersfield College who we will partner with, and is transportation-connected. It is located less than ¼ mile from the GET bus hub at BC. We considered other properties. Those properties were either too small or too remote from educational opportunities and public transportation.

This is the right property, at the right location, at the right time. We are confident that we will be a great neighbor and an asset to the neighborhood. You have our commitment to act with integrity and transparency in addressing any concerns, and we welcome being held accountable for maintaining continuous compliance with Staff recommendations and the CUP Conditions for Approval.

Thank you for your time. More information about Casa Esperanza can be found on our website at https://www.esperanzabakersfield.org.

Respectfully,

The Board of Directors

Casa Esperanza - Transitional Home for Women and Children

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CASA ESPERANZA
TRANSITIONAL HOME FOR WOMEN & CHILDREN

Right Project - Right Location - Right Time

CUP 20-0179

Presentation to Bakersfield City Council

January 20, 2021

Recommendation

- Find1421 Panorama is the right location
  - Transportation-connected to BC GET Bus hub
  - Access to school, childcare & work
  - Large corner lot (~24,000 sq ft)
  - Secure, gated off-street parking
  - Block wall perimeter for safety & privacy
  - Will enhance character of the neighborhood

- Uphold Planning Commission approval of CUP
- Deny the Appeal

What We Are and Are Not

- Casa Esperanza IS:
  - A structured program with strict House Rules
  - A HOME vs a facility
  - A hand-up vs hand-out
  - Rights coupled with responsibilities
  - An opportunity to break the cycle of homelessness

- Casa Esperanza IS NOT:
  - An Emergency Shelter
  - A Drug & Alcohol Rehab Program or Sober Living Home
  - A Safe House for fleeing domestic violence
  - A Residential Care Facility (Group Home)
  - A Long-Term Care Facility

We Will Be A Great Neighbor

- We will invest in the property
- The property will be professionally maintained
- Similar homes in the state have had no problems with neighbors
- We have knocked on 98 doors in the neighborhood and received 13 additional letters of support
- We now have 345 letters of support

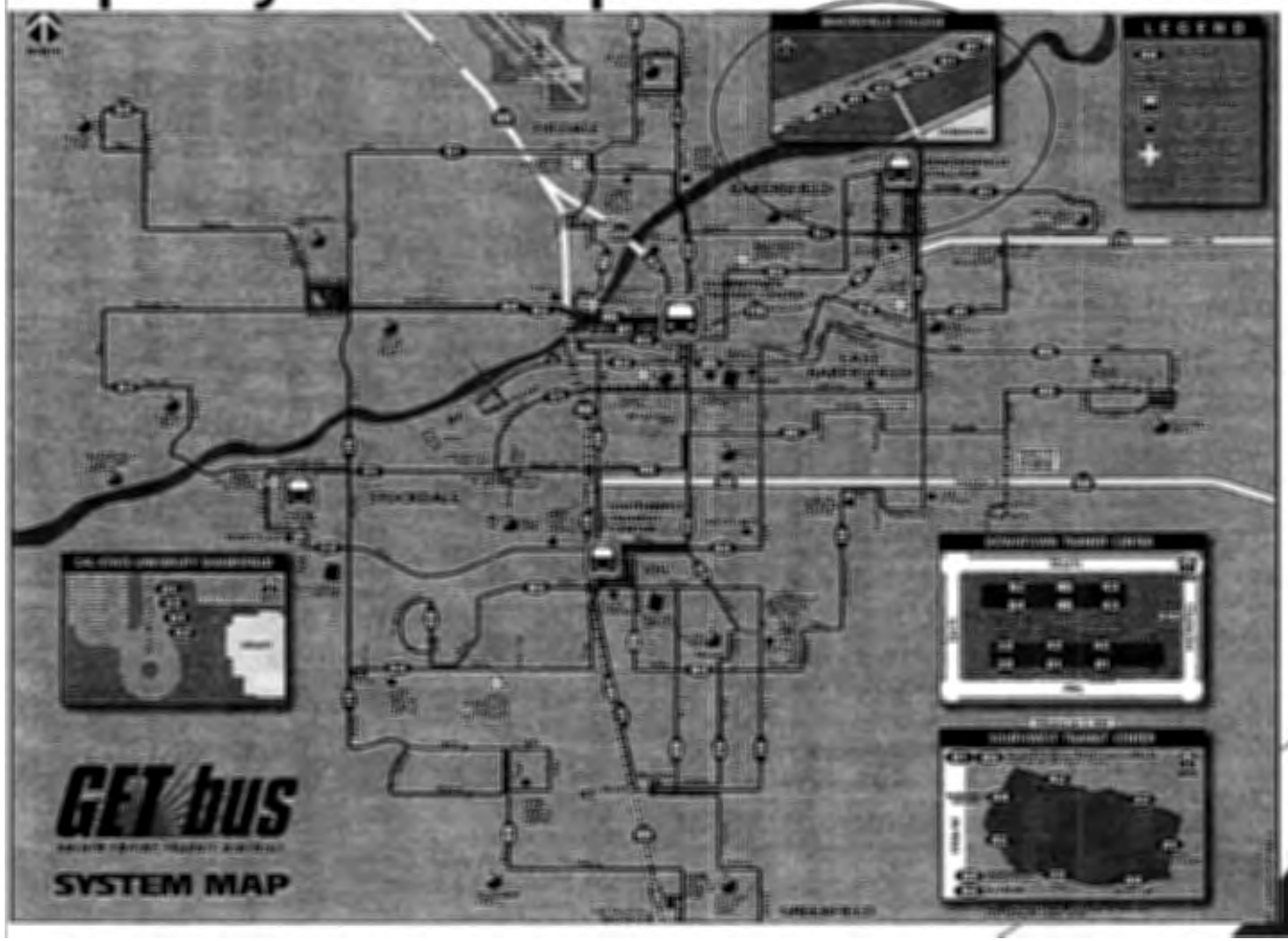
Project Supports This Council's Overarching Goals

- Goal #2: "Address Homelessness"
  - ⇨2.1.b Increase Transitional Housing
    - ⇨Provide More Options
    - ⇨Increase Capacity
- Goal #8: "Urban Renewal"
  - ⇨Revitalize established areas of City

Proximity to GET Bus Hub is Critical to Program's Success

- Many residents won't have cars; $$
- Bus = access to Work, Childcare, School, Counseling
- 5-min walk (<1,500 feet) to Bus Hub at BC
- 6 GET Bus lines connect to Downtown, Southwest & Cal-State Hubs; entire City
- Transportation access is key for empowering women to be responsible for their program & their children
- Other candidate properties considered were not transportation-connected

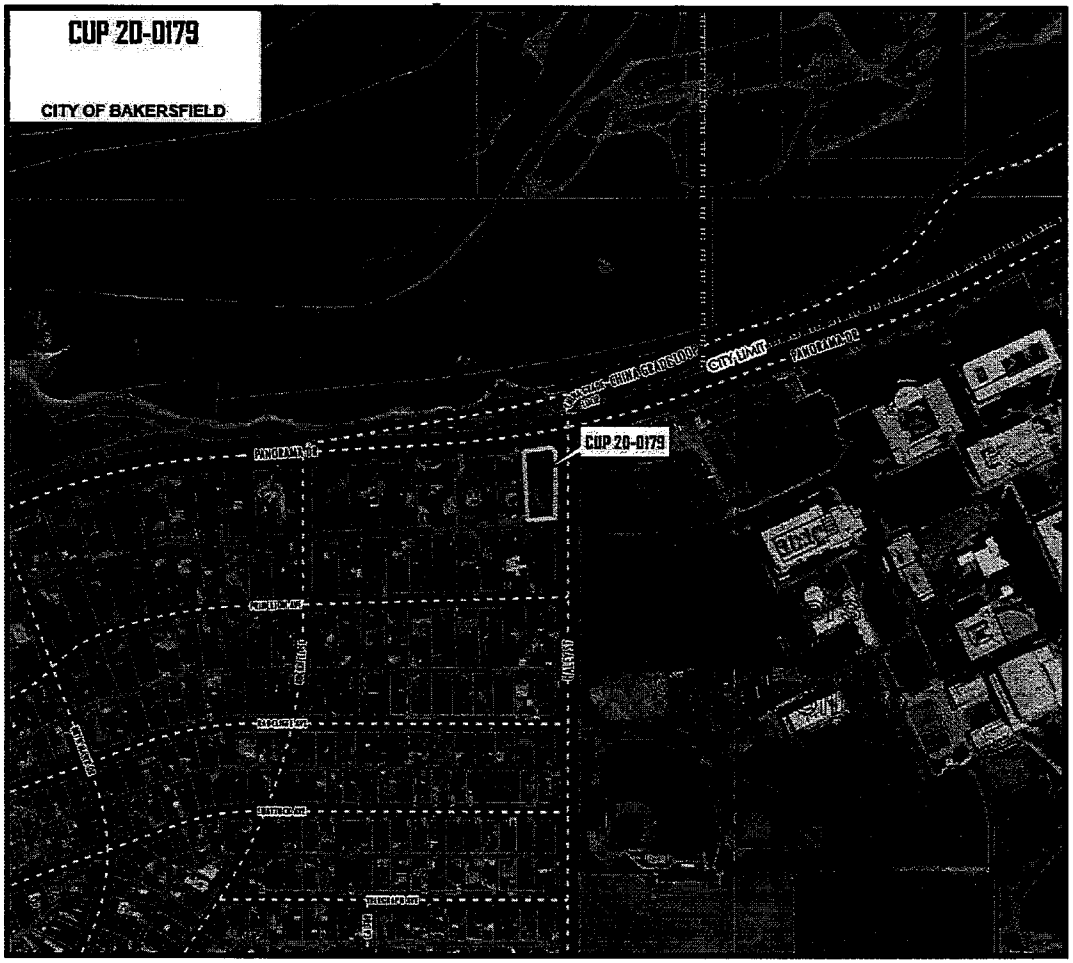
Property is Transportation-Connected



Renovation & Improvements will be Done Right

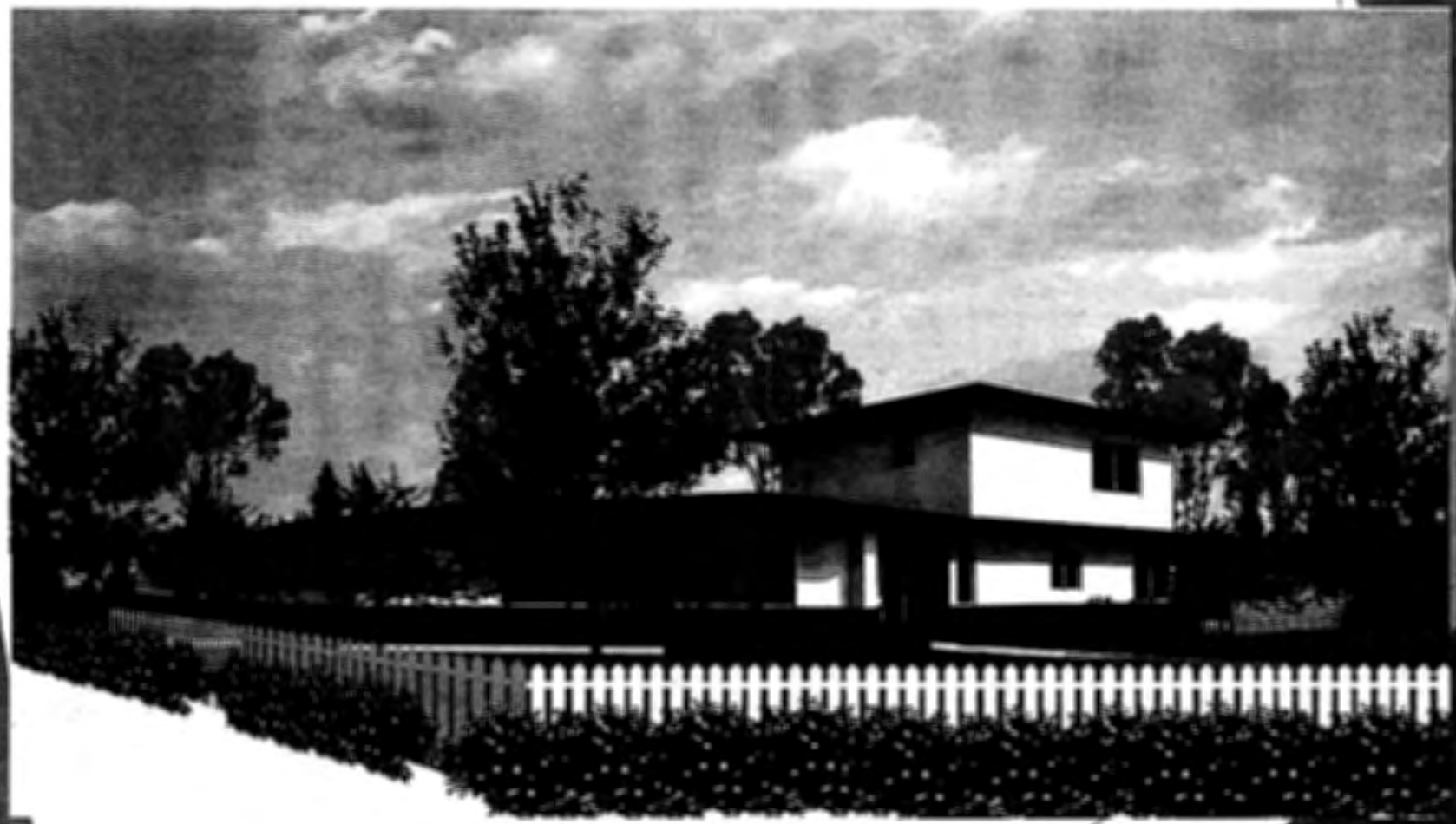
- Sidewalks, ADA ramps & decorative fencing along Haley and Panorama
- Removal of driveway aprons/egress along Haley
- Secure/gated onsite parking for Staff & Residents
- Front Yard: New low-H2O use/drought tolerant landscaping
- Backyard: Turf & paved play areas, garden, fruit trees
- Complete makeover of existing structure inside and out
- Construction supervision & community outreach by Dave Packer Construction. Examples of proven abilities:
  - Ronald McDonald House
  - Brubaker Specially Adaptive House (Gary Sinise Foundation)
  - Morgan Specially Adaptive House (Homes for Our Troops)

Aerial View

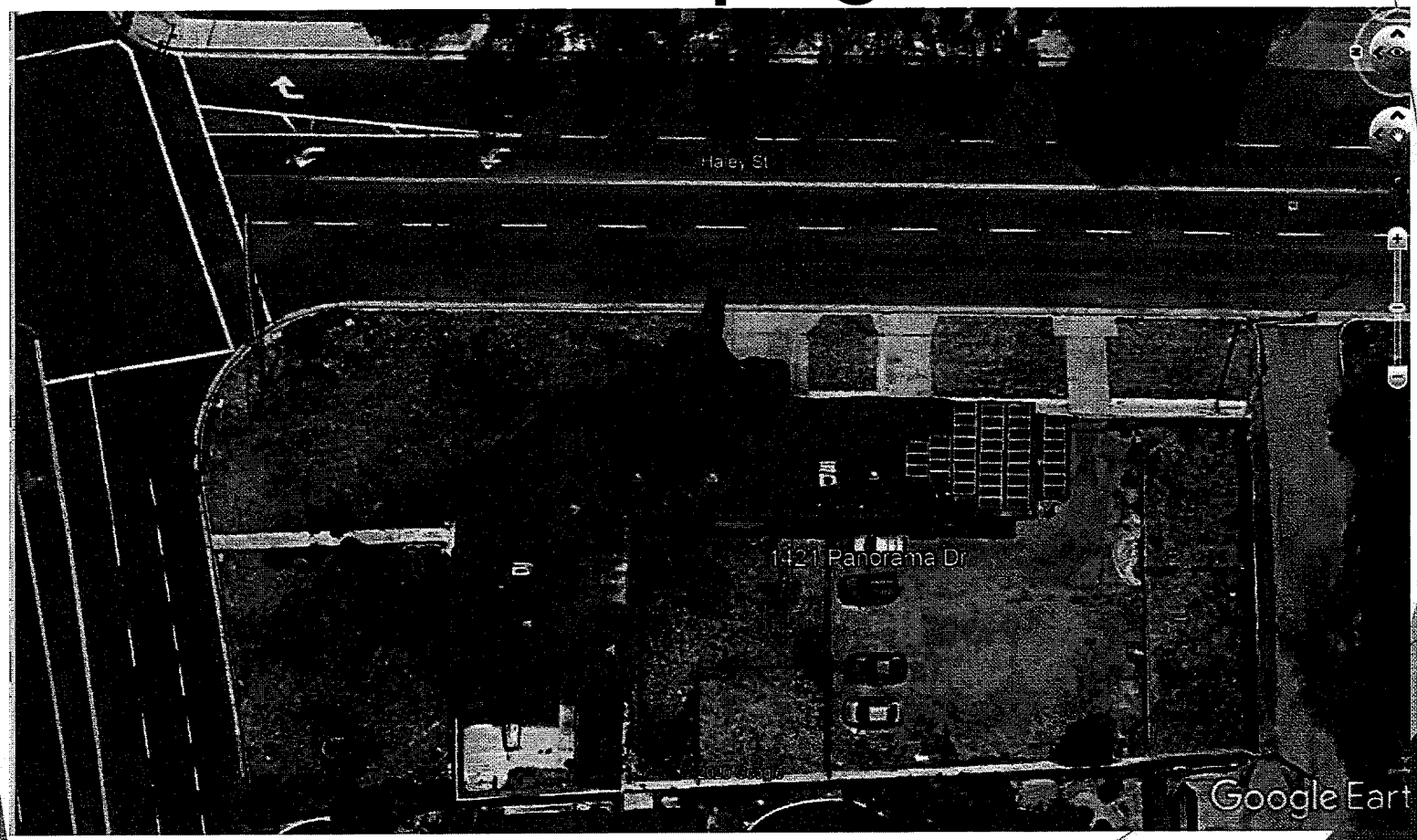


Current

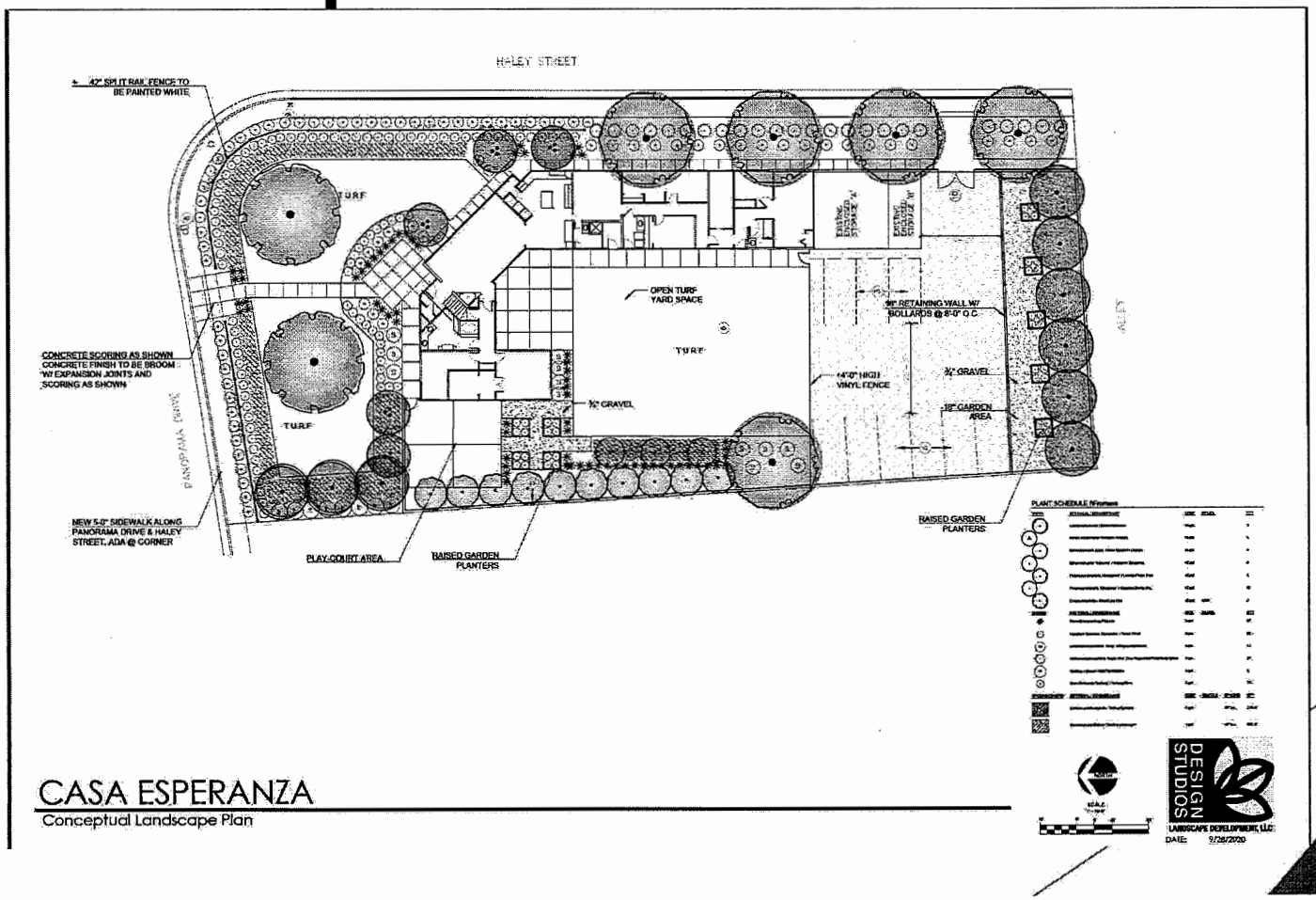
After



Current Landscaping



Landscape Plan



CASA ESPERANZA

Conceptual Landscape Plan

Appeal Letter is Factually Incorrect & Misleading

- "...no limit on the number of individuals from multiple families that would be allowed to live in this single house." FALSE - 6 women & their minor children; Building Code
- "...have exempted themselves from being legally responsible for any accidents or damages that may occur in the neighborhood." FALSE - Women are responsible for themselves and their children
- "...has been unwilling to make any changes to their plans in an effort to come to a mutual agreement on implementation." FALSE - Only solution acceptable to neighbors was to limit occupancy to 6 persons, or "go someplace else"

Key Planning Report Findings

- Compatible with & complements neighborhood
- Aligns with visual character of neighborhood
- Enhanced cosmetic improvements
- Does not reflect any commercial or other uses
- An additional affordable housing opportunity
- An additional housing option vs rent/purchase
- House Rules are appropriate Conditions for CUP Approval
- R1 Zoning+CUP ≠ Zoning Change

Recommendation

- Find1421 Panorama is the right location
  - Transportation-connected to BC GET Bus hub
  - Access to school, childcare & work
  - Large corner lot (~24,000 sq ft)
  - Secure, gated off-street parking
  - Block wall perimeter for safety & privacy
  - Will enhance character of the neighborhood

- Uphold Planning Commission approval
- Deny the Appeal

SUPPLEMENTAL STATEMENT IN SUPPORT OF PROJECT

CONDITIONAL USE PERMIT CUP 20-0179

CASA ESPERANZA TRANSITIONAL HOME FOR WOMEN & CHILDREN

STATEMENT OF SUPPORT: The Board of Directors of Casa Esperanza recommends that this City Council deny the appeal and uphold the Planning Commission's November 5, 2020 decision approving the project. Bakersfield currently does not have a Casa Esperanza program. Bakersfield needs a Casa Esperanza program. The property located at 1421 Panama Lane is the ideal location. This Supplemental Statement and the accompanying attachments complement the presentation entitled ***"Casa Esperanza, Transitional Home for Women & Children, Right Project – Right Location - Right Time."***

Summary

Casa Esperanza is the right project, at the right location, at the right time. It is a transitional home coupled with a structured program and belongs in a residential setting. The location selected is ideal because it is transportation-connected, a 5-minute walk to the GET Bus hub at Bakersfield College. This proximity is key to connecting resident mothers with job, educational and childcare opportunities as they transition from homelessness to employment and permanent housing. Casa Esperanza represents a new possibility for Bakersfield and deserves this Council's support.

I. A New Possibility

Casa Esperanza is a new possibility for addressing homelessness in Bakersfield. We will provide hope to homeless mothers and children. Hope that there is a different future available to them, and that the community is committed to helping them achieve that future. Casa Esperanza is also a new possibility for partnership with all stakeholders in our community, for we are all stakeholders in the outcomes achieved by our collective efforts to reduce homelessness and poverty. Casa Esperanza is a home coupled with a structured program aimed at breaking the cycle of homelessness and poverty one family at a time.

II. Right Project, Right Location, Right Time

1. Right Project The project supports, and is in alignment with this Council's **Goal #2** in its 2019-2020 Overarching Goals: **"Address Homelessness".** Specifically, Activity 2.1.b aims to increase transitional housing development, thereby providing more housing options and increasing capacity to address homelessness in Bakersfield.

Homelessness has no season, no boundaries. No community is immune from its presence and its impacts. Bakersfield is the ideal setting for Casa Esperanza because Bakersfield likes to lead. Bakersfield crafts pragmatic solutions, not utopian policies and programs. Casa Esperanza is a pragmatic, common-sense, program. The project is complementary, not duplicative, with other efforts to address homelessness. We will:

a. Provide more beds/housing, freeing up other resources

b. Couple rights with responsibilities; a privilege versus an entitlement

c. Provide a hand-up, not a hand-out; empowerment and respect for the individual

d. Make intergenerational change; breaking a vicious cycle for the children

e. Aim for sustainability; 100% retention in permanent housing

f. Track outcomes, collecting hard data over years and decades

2. Right Location The following attributes make 1421 Panorama Drive the ideal location for Casa Esperanza.

a. Transportation-Connected The GET bus hub is located directly across the street, a 5-minute walk (<1500 feet), providing the women and children of Casa Esperanza with access to school, childcare, counseling and work opportunities. Because personal transportation is a significant household expense, especially for homeless mothers, we anticipate that most women residing at Casa Esperanza will not have cars.

   Having across-the-street access to bus service is important, particularly to mothers with small children. Six GET bus lines connect the BC hub with the entire City, including Bakersfield Adult School, Cal State Bakersfield and the Downtown and Southwest Transit Centers. Nearby transportation is critical to empowering Casa Esperanza residents in the achievement of their life plan goals and in obtaining permanent housing. In the event bus service is limited for any reason, private transportation can be coordinated through Casa Esperanza Staff on an exception basis.

   The Casa Esperanza property selection committee considered several other properties for the home, but none were transportation-connected like 1421 Panorama.

b. Corner Lot The location on a large corner lot provides attributes that will enable Casa Esperanza to be a great neighbor for the surrounding neighborhood. The approximately 24,000 sq-ft lot provides ample room for a gated children's play area, 9 off-street parking spaces, fruit trees and a vegetable garden. There is only one adjacent residence, whereas interior lots could have as many as three or four.

c. Safety & Privacy The perimeter block wall provides safety for the home's residents and their children as well as privacy for both the adjacent neighbor and Casa Esperanza. The large lot size enables the establishment of shade trees as well as smaller trees for privacy screening.

d. Existing Structure With 7 bedrooms and 4 bathrooms the existing 3,652 sq-ft structure is adequately sized for the intended use as a transitional home. Since 1999, the current owners utilize the home for foster care, with an average of 16 individuals living in the home. In addition, there is no pool to be removed (due to safety concerns). The structure will require extensive internal and external renovation and installation of a

completely new landscape. These upgrades will enhance the existing character of the property and be a benefit to the surrounding neighborhood.

e. Aligns with City Council Goals City Council Goal #8 "Urban Renewal" is aimed at revitalizing established areas of the City that are ineligible for Federal funding. One of City Planning Department Staff's Conditions for Approval requires Casa Esperanza to install ADA compliant pedestrian sidewalks and ramps along Panorama & Haley. An existing cross-walk intersects the property there, but it is difficult for pedestrians to use due to the lack of sidewalks. New sidewalks will be an amenity that many BC students and local residents will come to appreciate, and will significantly enhance public safety at the intersection of Panorama and Haley.

3. **Right Time** Bakersfield faces three interrelated challenges when it comes to housing: 1) availability, 2) affordability, 3) homelessness. Each day approval of Casa Esperanza is delayed is a missed opportunity to help the homeless women and children in our community rise above their circumstances. Time is of the essence, and looks to remain of the essence, for the foreseeable future.

III. What Casa Esperanza Is

1. **A Home** Casa Esperanza will be an environment of peace and non-judgment where homeless women and children can obtain the stability of living in a family-like setting while they re-build their lives and reintegrate into the community. Our goal is that in every aspect, the Home will honor and reflect the inherent dignity of its residents, its Staff and the surrounding community. The women and children living in the Home are required in turn to dignify the Home, making it a place of warmth, respect and acceptance for all who live there and in the neighborhood. Behavior that does not honor that environment of dignity and respect simply won't be tolerated; it is grounds for termination from the program.

2. **A Structured Program** The following elements are key to program success.

a. Empowerment Casa Esperanza is a structured program designed to empower homeless women to invent a new narrative for their lives, and for their children's lives. New futures that may seem implausible to them at first, but may in fact be within reach if they acquire the necessary life, work and parenting skills required for success. Skills that will enable them and their children to reintegrate into the workforce, permanent housing, and society at-large. Each woman will develop her own, unique Life Plan that fulfills on what she is committed to achieving for herself and for her children

Some women may arrive at Casa Esperanza already possessing a fairly complete tool-kit and only need a few months to acquire additional skills to get back on their feet after losing employment or housing. Others may be starting with a relatively empty tool box, and require extensive training to close gaps in their education and job skills, requiring additional time at the home. We anticipate the length of stay for Casa Esperanza residents will be 12-24 months.

b. Flexibility Casa Esperanza's program is a flexible structure that allows House Staff to address each woman's particular needs. However, regardless of length of stay and

uniqueness of needs, each woman must agree to abide by House Rules, else risk termination from the program.

c. House Rules Clear House Rules and responsible enforcement are the key to the integrity and workability of our program. Without rules and accountability, nothing works. For that reason, we are fully supportive of Planning Staff's recommendation to incorporate many of our House Rules as Conditions for Approval of the CUP. Those Conditions for Approval constitute our license-to operate, without which, there will be no Casa Esperanza.

   Listed here are a few of the House Rules, most of which are proposed Conditions for Approval, which can be found in Exhibit A to Planning Staff's Report.

   i. The women will be working, actively looking for work, closing gaps in their job skills or education, or all of the above

   ii. Their children will be enrolled in school, will faithfully attend school, and the women will see to it that the children get to and from school

   iii. The women will be solely responsible for the supervision of their own children at all times

   iv. They will take their turn doing household chores, cooking dinner and cleaning

   v. They will participate in individual counselling, and group counselling, per their individualized plan

   vi. They will participate in financial stewardship training and be required to develop and be accountable for a monthly budget

   vii. They will contribute 20% of their income from all sources to the program

   viii. They will save the majority of their income for when they transition from Casa Esperanza to permanent housing. The savings rate goal is 60%.

   ix. Smoking, drugs and alcohol are prohibited on the property

   x. Open flames, candles and incense burning is prohibited

   xi. The women and their children will abide by a curfew

   The program and its Rules demand A LOT from its participants and also demand a lot from us as sponsors. We want to be held accountable for being our word and keeping our promises. Without that level of integrity and accountability, nothing works.

   The women have the foremost role in ensuring that the House Rules are followed. House Staff will have a parallel and overarching role, enforcing the rules when self-governance is not working effectively. Mandatory, weekly house meetings ensure that any rule compliance issues are identified early and dealt with promptly. Should House Staff or residents believe the Rules are not being followed or enforced, they can appeal directly to the Chair of the Board of Directors. The same is true in the event House Staff recommends terminating a woman from the program for rules violations.

We have a grievance process to ensure fairness and equity. However, based on the experience of Alexandria House in Los Angeles, the Oakland Elizabeth house, and the Jesus, Mary and Joseph Home in Santa Cruz, we anticipate that termination from the program will be extremely rare. In over 23 years of operation, at Alexandria House, staff have terminated only two women from its program, less than 1% of total residents.

House Staff will also be held to account, not only for following and enforcing the House Rules, but also for providing the leadership and management excellence that they promise to provide. Annual Staff performance assessments will be conducted by a subset of the Board of Directors. In addition, several Board members will meet with the residents living in the home several times per year, without Staff, to get candid feedback from the residents.

All neighbors and stakeholders will be able to contact House Staff with any question, concern or complaint, and can always upline to the Chair of the Board for resolution if they think it necessary to do so.

We are in the final stages of drafting detailed job descriptions for Staff positions, and have engaged an employment law attorney to draft our Employee Handbook once we receive approval of the CUP.

Additional details can be found in the Operating Statement and the House Rules and Resident Contract ("House Rules"). See Attachments B and C.

IV. What Casa Esperanza Is NOT

- A walk-in, short-term or long-term shelter; we are a transitional Home.
- A drug & alcohol rehab facility; women need to be clean and sober > 1 yr.
- A safe house for women actively fleeing domestic violence
- A Residential Care Facility licensed by the state
- A long-term care facility for persons with disabilities
- A faith-based program (we have no religious requirement for participation)

Bakersfield has many fine organizations and facilities currently providing these programs and services and we will be working with them wherever we can. However, the focus of Casa Esperanza remains unique. We will be providing a <u>home</u> and a <u>structured program</u>, aimed at breaking the cycle of homelessness and poverty, one family at a time. We will do this in a family-like, home setting accompanied by clear and demanding rules.

LIST OF ATTACHMENTS

Attachment A – Dispelling the Myths

Attachment B – Operating Statement

Attachment C – House Rules and Resident Contract ("House Rules")

Attachment D – Casa Esperanza Mission

Attachment E – Casa Esperanza History

Attachment F – Summary of Letters of Support

Attachment G – Letters of Support

DISPELLING THE MYTHS

Several myths have been publicly circulating about Casa Esperanza. The myths are categorized below by theme and the following facts are offered to refute them.

I. Theme 1: Number of Individuals Occupying the Home

Myth #1A: Approving this CUP will set a precedent that can't be reversed.

Not true. As staff stated in its report, a CUP is an individual determination. Zoning ordinances cannot be disregarded by any future owner of the property. R-1 zoning coupled with a CUP does not equate to a permanent zoning change.

Myth #1B: The proposed occupancy will be unsafe

Not true. The City of Bakersfield Building and Fire Prevention Department has the authority to and will determine occupancy limits as defined by the maximum occupancy standards pursuant to Housing, Building, and Fire Codes. We will abide by that determination.

Myth #1C: The proposed occupancy poses an unacceptable fire risk

On the contrary – more eyes in the home ensures that a fire risk is eliminated or reduced to the same level of risk within any home in any neighborhood in Bakersfield. We will also be installing an automatic fire sprinkler system which reduces or eliminates any unacceptable fire risk, even if not required by code.

II. Theme 2: Supervision, Rules & Household Management

Myth #2A: Policies & Rules will be difficult to enforce and won't be followed

Not true. Any resident violating the Resident Agreement or House Rules will be terminated from the program.

Casa Esperanza has accepted Planning Staff's proposed CUP conditions which require continuous adherence to the Operating Statement and House Rules and Resident Agreement. Any tenant violating the House Rules and Resident Agreement will be terminated from the program.

Planning Staff recommended, and Casa Esperanza agreed, to have staff onsite 24 hours / 7 days per week. Casa Esperanza agreed and accepted that the CUP may be revoked at any time with good cause if any element of the CUP and conditions are not continuously met.

Myth #2B Staff are untrained or will be unable to manage the household

Not true. Casa Esperanza will be hiring multiple staff members including a Program Manager and Resident Assistant who will have the appropriate education, training, and experience. There will be sufficient staff to ensure 24/7 coverage even when staff are unable to work due to illness, vacation, or time-off.

The job descriptions for the Program Manager and Resident Assistant are in the process of being reviewed and validated by subject matter experts and legal counsel. This is to ensure that job qualifications (i.e., education and experience) are appropriate for each position and that the salary and benefits package offered is competitive. The staffing structure will provide appropriate staff coverage.

III. Theme 3: Safety & Security

Myth #3A: The project poses privacy, safety and security issues for existing families,

AND the related myths – That these are undesirable people. They're from out of the area OR that the women will know undesirable people who may threaten the safety and security of the neighborhood

Untrue.

PEOPLE

We will be serving homeless women and children from the Bakersfield area who are homeless for any number of reasons. Sadly, we have more than enough persons from the Bakersfield area in need of this program.

Casa Esperanza residents and visitors are required to follow the house rules. Visitors will be permitted by appointment only from 8 am to 8 pm, and are restricted to the common areas of the house. Visitors will be barred from visiting if they violate the house rules. Residents who are unwilling to abide by the House Rules, including those related to visitors, will be terminated from the program.

PRIVACY

Staff recommends and Casa Esperanza agrees to the enhanced landscaping plan that will provide additional privacy and act as a buffer between the proposed site and the adjacent neighbors.

SAFETY & SECURITY

The neighbors have shared with us that they are currently experiencing safety and security issues in the neighborhood. The neighborhood is changing. Given the very strict rules of the program we do not believe that the women and children living at Casa Esperanza will contribute to existing, or future, neighborhood challenges. To the contrary, Casa Esperanza will engage with the neighborhood to clean up and address existing trash in the alley and any other community projects that make it a safer, cleaner, and more secure environment for everyone.

Casa Esperanza staff and residents will participate in neighborhood watch or will report to the appropriate authorities any unacceptable behavior observed in the neighborhood, including individuals observed engaging in vagrancy or any other illegal or unacceptable behavior.

Casa Esperanza's interests are aligned with the neighbors' interests and we will support and improve the safety and security of the neighborhood. We all want a safe, vibrant and thriving community.

Myth #3B: Children will not be safe

We will do everything we possibly can to ensure the safety of the children living at Casa Esperanza, especially protecting the children from any existing problems in the neighborhood.

Property fencing will ensure that no child is able to access Panorama or Haley.

All children living at the property will be allowed to play in the fenced backyard play area ONLY.

Like all children in every household, all children will be enrolled in remote or in-person education as determined by their school.

At all times, children will be supervised by their mothers, inside and outside the home.

At no time will children be unsupervised. They will not be wandering the streets, as some neighbors fear. That would be a violation of House Rules that would result in termination from the program.

Casa Esperanza agreed and accepted that the CUP may be revoked by the City at any time with good cause if any element of the CUP and conditions are not continuously met.

Casa Esperanza is committed to creating a safe environment that does not encroach upon any neighbors' privacy, safety, or security and, at the same time, we will ensure the safety of the children living in the home.

OPERATING STATEMENT

CASA ESPERANZA – TRANSITIONAL HOME FOR WOMEN & CHILDREN

Revised 10/21/20

What Casa Esperanza **IS**: A transitional home for homeless women ("Residents") and their minor children. It is transitional residential housing program, a "Home" where Residents live in a family-like setting while acquiring the counseling, job skills and life skills required to sustainably transition to the job market and permanent housing. Resident referrals will likely come from local homeless services providers (e.g. Bakersfield Homeless Center), school districts, courts, clergy, etc. Casa Esperanza is currently debt-free and privately funded. See our Mission and History, attached as Exhibits A & B.

What Casa Esperanza **IS NOT**: A temporary shelter, a drug and alcohol rehabilitation facility, a safe-house/sanctuary for women actively fleeing domestic violence. Casa Esperanza has no religious requirements or affiliation.

Number of Occupants & Length of Stay: The Home is 3,652 square feet, has 7 bedrooms and will safely and adequately accommodate six Residents and their minor children. Most, but not all, of the Residents will have one or more children with them. Residents will generally stay for a period of 12 to 24 months[1]. A Resident Assistant will live in the Home.

Daily Operation: House operations will be managed by a Program Manager who will also provide individual case management to ensure each Resident is progressing toward achievement of their Life Plan goals. A part-time Administrative Assistant will support the Program Manager several days per week. A Resident Assistant will live in the home. The Program Manager, Administrative Assistant and Resident Assistant constitute the initial "Staff". Residents will come and go based on their school, job training, or work schedules. Family dinner will be served Monday through Thursday. Attendance at family dinners is mandatory unless excused for illness or work. Curfew is 10:00pm weekdays and Midnight on weekends. Visitors will be allowed 8 am – 8 pm every day by appointment and are only permitted to be in the main living room, dining room, kitchen, and backyard areas.

Programming: Our mission is to equip Residents with the skills they need to live independently and sustainably so that they can successfully re-integrate into the job market, permanent housing, and the community. Each Resident will develop her own Life Plan based on the programming outlined below. Residents must sign a House Rules and Resident Agreement wherein they promise to follow House Rules and participate in the program as designed. A copy of the House Rules and Resident Agreement is attached as Exhibit C.

Program elements include:

a. Individual counseling
b. Group counseling

[1] Some Residents may stay longer than 24 months depending upon unique circumstances, such as completion of a degree program.

c. Weekly house meetings
d. Household chores (rotating cooking & cleaning)
e. Work
    i. Working
    ii. Looking for work
    iii. Closing gaps in job skills
    iv. Closing gaps in education
    v. Combination of some or all of the above
    vi. Job search, application and interviewing skills
f. Financial
    i. Personal finance/budget stewardship training
    ii. Contributing 20% of all income to the program
    iii. Saving 35-60% of all income for transition to permanent housing
    iv. Smart-Shopping
g. Parenting classes
h. Self-Care
    i. Diet & Exercise
    ii. Self-Image
    iii. Healthy Cooking

Outside Services: Casa Esperanza will partner with outside organizations for the provision of services where it makes sense to do so. Most services will be provided off-site, such as job skills training, medical and dental care, counseling and child care.

Parking: Onsite parking is ample for Residents, Staff and Visitors. The property is over ½ Acre in size and currently contains 16 parking spaces. After renovations and removal of two concrete driveway aprons on Haley Street, there will be 9 paved parking spaces on-site. Staff and Visitors will park in these paved spaces. Since transportation is a large household budget expense, many of our formerly homeless Residents may, but most likely will not, have their own vehicles.

Casa Esperanza is Essential and Desirable for the Public Convenience and Welfare of the City of Bakersfield
Casa Esperanza is a structured, residential transitional housing program aimed at making intergenerational impact for homeless women and children in Bakersfield. Our objective is the break the cycle of homelessness and poverty one family at a time. We provide a complementary, privately funded alternative to the government-sponsored housing-first approach. Casa Esperanza blends rights with responsibilities, providing a hand-up versus a hand-out, and requiring participants to generate a Life Plan for themselves and their children. One "casa" serving 6 homeless women and their minor children saves an estimated $50 Million in societal cost over 20-years[2]. Most of these savings will be realized by the city and county.

[2] Assumes $28,000/yr average societal cost of a single homeless person (from 2018 Cost/Benefit Study) with 50% of women transitioning out every 12-months. Detailed economic analysis available upon request.

CASA ESPERANZA
Transitional Home for Women

HOUSE RULES AND RESIDENT AGREEMENT

I, _____, ("You", or "Resident") agree to abide by and comply with the following rules and expectations ("House Rules") set forth by Casa Esperanza ("We", or "Home"). Furthermore, I understand and agree that any violation of this House Rules and Resident Agreement ("Agreement") is reason for the Home to terminate me from the program.

LIFE PLAN and GOAL-SETTING

Working with Casa Esperanza staff members ("Staff"), You agree to develop a Life Plan with feasible goals that will enable You to move from transitional housing at *Casa Esperanza* to economic stability and permanent housing. To achieve these goals, You must participate in verifiable daily activities, including work, job search, and/or classes and training that are designed to lead to stable employment, a steady income and permanent housing.

You will review your goals weekly with a designated Staff person. Your length of stay at the Home will be determined based on progress made toward completing goals, saving money, providing verification and documentation of goal achievement, compliance with rules of the program and contributing toward the social and financial well-being of the Home.

COUNSELING/THERAPY

You must participate in a structured program of individual counseling/therapy and provide verification of attendance. Staff will provide a list of local therapists upon request. Residents who are recovering from drug and alcohol dependency issues must provide verification that they have been clean and sober for at least two years to be eligible to reside at Casa Esperanza. You agree to remain clean and sober during the entirety of your stay at Casa Esperanza.

60% SAVINGS GOAL

You must participate in a structured savings program and may elect to save money through a program offered by Casa Esperanza. If You choose to save in another account, You must provide documentation each month of funds availability/account balances. You must develop a monthly budget and track all expenses and all income each month, with the goal of saving as much money as possible for your transition to permanent housing.

Staff will review your budget with You each month. The primary goal of *Casa Esperanza* is to help You improve your life circumstances such that You can afford to acquire permanent housing. You are required to save at least 60% of your income, which includes wages, earnings, welfare checks, child support payments, social security and disability payments and any other money You receive. If there are special circumstances that makes it infeasible for You to save at least 60% of your income, You must disclose the circumstances to Staff and create an alternative savings plan. Any alternative plan must be structured to save a minimum of 35% of income.

PROGRAM FEES

You will contribute twenty percent (20%) of your income to the Home each month as program fees to help meet operating expenses. Income includes wages, earnings, welfare checks, child support payments, social security and disability payments and any other money You receive. Staff will help you establish a payment schedule.

HOUSE MEETINGS

You agree to attend a weekly House meeting. These meetings create a supportive environment and provide an opportunity to discuss any issues or concerns related to House governance and operation.

MEALS

You agree to be present for family dinner each Monday through Thursday. If for some reason You cannot be present for dinner, due to school, work or an appointment, You must inform Staff in advance. You agree to sign-out on the Notice Board so the person preparing the meal knows how many to expect.

You agree to take your turn preparing weekday dinner on a rotating basis, and participate in the clean-up after each dinner. If you cook, You are responsible for cleaning the stove. You are responsible for preparing yours and your family's own breakfast and lunch every day, and your weekend dinners.

Grocery shopping is done each week by Staff/volunteers. You agree to note any needed items on the shopping list. If basic household food items are needed at other times (for ex. milk, bread, eggs), You agree to pick up these items if asked, and receive reimbursement from the Home. All food that

enters the Home is for everyone residing in the Home.

HOSPITALITY

Casa Esperanza is a house of hospitality. Everyone who lives and works here is expected to contribute to a welcoming and caring atmosphere for those who come to the house. The use of profanity and inappropriate or derogatory language does not contribute to an atmosphere of respect and hospitality and will not be tolerated. You agree to speak and interact respectfully with Staff and all Residents.

OCCUPANCY AND HOUSE MAINTENANCE

You are responsible for keeping your room(s) and the rest of the Home in good, clean condition. You agree to be assigned specific household chores each week on a rotating basis. Room-checks and chore-checks will be performed by Staff on a regular basis. **NO FOOD** is allowed in the bedrooms. You agree to be responsible for and fix any damage to the property caused by You or your family members due to misuse or neglect.

LIABILITY

You agree that Casa Esperanza is not liable for injury to You or your family members residing in the Home, or to any guest or property of yours temporarily on the real property occupied by the Home (the "Premises).

RIGHT OF ENTRANCE

Staff will be respectful of your privacy. You agree that, in case of emergency or concerns relating to the health and safety of the Home's occupants and your compliance with House Rules, Staff will have immediate access to your room(s).

CHILD CARE

If You are a parent or guardian, You are responsible for the supervision of the children in your care (your "Children") and agree to know the whereabouts of your Children at all times. You agree not to leave your Children unattended at any time. Your Children under 10 years of age must be within an adult's eyesight at all times. Your Children may not be in another family's room without an adult present. Your Children age 10 years and older may use the microwave with your permission. Your

Children age 12 and older may use the stove with your permission and you agree to ensure an adult is present in the kitchen at all times during such use. You agree that your Children will be in their room(s) and quiet no later than 9:00 p.m. each night Sunday through Thursday. On Friday and Saturday nights your Children must be in their room(s) and quiet by 10:00 p.m.

SCHOOL / EDUCATION

You agree that your school age Children will be enrolled in school and attending school on a regular basis. Staff will work with You to arrange resources to assist with tutoring and academic achievement upon request.

VISITORS / DINNER GUESTS

Visitors are welcome at the Home 8:00am – 8:00 p.m. every day by appointment only. Visitors are only allowed in the main living room, dining room, kitchen and back yard areas of the Premises. If You are inviting guests for dinner, You agree to put the names of your guests on the Notice Board in the morning. Dinner guests are expected to leave the property by 8:00 p.m. You are responsible for ensuring that your visitors and dinner guests abide by the House Rules.

CURFEW

You are expected to be home by 10:00 p.m. each evening, Sunday through Thursday, and by Midnight on Friday and Saturday evenings. In the event of an emergency causing you to be late, you agree to notify Staff prior to the curfew time. Coming home late, after curfew, is considered a serious breach of House Rules, and grounds for termination of your participation in the program.

SIGNING IN/OUT AND EXTENDED ABSENCES

You agree to sign-in, and sign-out, on the Notice Board. You agree to be home every night. If you must stay out past curfew or overnight for any reason, you agree to complete a "Permission to Stay out Late" form and obtain Staff approval in advance.

SMOKING

Smoking of any kind is prohibited in the Home and on the Premises. No lighted candles, incense burning or open flame of any kind is permitted in your room(s).

CASA ESPERANZA
Transitional Home for Women

DRUGS AND ALCOHOL

You will not be allowed to enter the Home and/or remain on the Premises if you exhibit signs of intoxication. No drugs of any kind are allowed in the Home and on the Premises except for legally prescribed medication and small amounts of over-the-counter medicines. Alcoholic beverages are not allowed on the Premises.

SAFETY

Verbal and physical violence is prohibited in the Home and on the Premises. No guns or objects intended as weapons, including toy guns, swords, etc. are allowed in the Home or on the Premises. Your Children may play outside in the backyard only. You agree to participate in routine fire evacuation and earthquake drills and any other safety related training provided to Residents regarding living safely in the Home.

TERMINATION FROM PROGRAM

I understand and acknowledge that my failure to follow the House Rules, and in particular those listed below, is justification for the Home to terminate my participation in the program.

1. My engaging in violence against another Resident or person in the Home or on the Premises.
2. Deliberate destruction or theft of property by me, my family member(s) or my visitors or dinner guests;
3. The use or distribution of drugs or alcohol by me, my family member(s) or my visitors or dinner guests; and
4. The possession of weapons or articles of any kind that would create a hazard, by me, my family member(s) or my visitors or dinner guests.
5. Intentional threats of violence made by me, my family member(s) or my visitors or dinner guests which Staff reasonably believes endangers the life, safety or well-being of others in the Home or on the Premises.

CASA ESPERANZA
Transitional Home for Women

I have read and understand the House Rules of Casa Esperanza as listed above. I agree to abide by the House Rules and understand that my failure to do so at any time may result in termination of my participation in the program.

Resident: _____ Date: _____

Staff: _____ Date: _____

Departure date: _____

Reason for departure: _____

Forwarding address: _____

_____

_____

Casa ESPERANZA

TRANSITIONAL HOME FOR WOMEN & CHILDREN

MAKE A DIFFERENCE BY DONATING!

OUR MISSION

To provide homeless women and children in the Bakersfield area with innovative and holistic services in a sustainable model that supports their transition to permanent housing and stable employment.

OUR PUPOSE

- Break the cycle of homelessness and poverty one family at a time
- We are out to make inter-generational change; the children will have different futures available to them
- We are first and foremost a "home", not a shelter, not a substance abuse recovery facility
- We have no religious affiliation

HEALING

- We are a place where women and their children can pick up the pieces, heal, and begin anew
- We are modeled after Alexandria House in L.A., which has a 22-year track record of successfully transitioning women from homelessness to independence

TRAINING

- We help women get the toolkit they need to reintegrate into the job market and to live sustainably in permanent housing
- The women will receive counseling, integrated case management, job training, personal financial coaching, childcare when at work, and take their turn cooking and cleaning

RESPONSIBILITIES

- We couple rights with responsibilities; a true hand-up versus a hand-out
- The women will contribute a small portion of their income to the household budget, and save between 30% and 60% for when they transition into permanent housing

SUSTAINABILITY

- We are a sustainable alternative to the government sponsored housing-first model
- With the permanent endowment in place, we will be sustainable over decades; the endowment is a one-and-forever investment

P.O. Box 13104, Bakersfield, CA 93389-7197
Like us on Facebook - Casa Esperanza Transitional Home for Women-Homeless • Follow us on Instagram - casaesperanzabakersfield
www.esperanzabakersfield.org

Casa
ESPERANZA
TRANSITIONAL HOME FOR WOMEN & CHILDREN

Brief History and Purpose

In 2014, several Bakersfield women entertained the possibility of establishing a home for women transitioning from homelessness to economic stability and permanent housing. They did so recognizing that the population of homeless women is the largest growing segment of our society.

After several visits to *Alexandria House,* a highly successful transitional home in Los Angeles, efforts went forward to establish *Casa Esperanza Transitional Home for Women*, modeling its program after that of *Alexandria House*. *Casa Esperanza Transitional Home for Women* was Incorporated in December 2014, and is a 501(c)3 tax exempt public benefit corporation.

With five founding members, efforts were made to identify individuals who, together, would become a robust Board of Directors capable of "standing in the future-fulfilled" and committed to moving that vision forward into reality. *Casa Esperanza* is blessed with a Board whose members exemplify that same vision, passion and commitment.

Casa Esperanza is in the process of raising funds not only for the purchase of a suitable dwelling for prospective residents, but also to establish an endowment in order to ensure its ongoing mission.

In every aspect of its operation, *Casa* Esperanza will honor the inherent dignity and personal worth of the home's resident women and children. A positive self-image and sense of worth are operative factors toward one's success in dealing with adversity, hence, the physical dwelling itself will reflect the dignity of its residents.

Innovative and holistic in nature, the program at *Casa Esperanza* will enable in residents an awareness of their own abilities, and assist them in acquiring the relational and job skills necessary for employment with a sustainable wage and accompanying benefits, all of which contributes highly to a healthy self-concept as a person of dignity and individual worth.

Casa Esperanza is out to make intergenerational impact, breaking the cycle of homelessness and poverty in Bakersfield, one family at a time. While the immediate need and focus of Casa Esperanza's efforts is on homeless women, it is lives of their children that will become the living legacy of the transformative and sustainable impact made by Casa Esperanza.

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www.esperanzabakersfield.org

ATTACHMENT F
SUMMARY
LETTERS OF SUPPORT

Row Labels	Count of ZIP
CA	**337**
90291	1
90293	1
92109	1
92212	1
93103	1
93263	3
93268	3
93280	2
93301	16
93304	6
93305	**18**
93306	**23**
93307	5
93308	11
93309	49
93311	54
93312	82
93313	17
93314	39
93390	1
93535	1
93561	1
94580	1
FL	**1**
33149	1
HI	**1**
96817	1
OK	**1**
73132	1
OR	**1**
97526	1
TN	**1**
37067	1
UT	**1**
84309	1
WA	**1**
98908	1
(blank)	**1**
HM06	1
Grand Total	**345**

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter in Support of Casa Esperanza Transitional Home for Women & Children**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

Casa Esperanza provides a holistic program that will serve one of the most vulnerable segments of Bakersfield's homeless population; women and children. It will be complementary to existing efforts to alleviate homelessness and holds the promise of breaking the cycle of homelessness for families. Casa Esperanza is a home, not a shelter or rehab facility. A home belongs in a residential setting.

Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Teresa Heslop
661-203-9751
3926 Bryn Mawr Dr. Bakersfield, CA 93305

birth certificate

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Thank you! Angel Gonzalez 932 Pinion Ave Bakersfield CA

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Labrena James
932 Princeton Ave #3
93305

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Jonathan Corker
932 Princeton Ave #3
93305

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Thank you!

Vincent Ferren
932 Princeton ave #2
Bakersfield Ca. 93305

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Thank you!

Edith Cabral V.
944 Princeton Ave

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Thank you!

Carolyn Cottrill
1002 Princeton Ave
Bakersfield Ca 93305

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Brandie Cottrill
510 Irene St. 661 407 3226
Bakersfield Ca 93305

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1125 Princeton Ave
93305

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Thank you!

945 Panorama DR

Charlie Herrera

City of Bakersfield
Development Services Department
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3422 Bryn Mawr Drive
Bakersfield, CA 93305

City of Bakersfield
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Thank you!

Suhayla Saleh
947 panorama dr
Bakersfield CA 93305
661-567-3806

City of Bakersfield
Development Services Department
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Project No. 20-0179

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Thank you!

JAMES ACTON
661 827-7766
1117 PANORAMA DR.
MR.JAMES.ACTON@GMAIL.COM

Casa Esperanza

From: Annette Kirby <wordpress@esperanzabakersfield.org>
Sent: Thursday, November 05, 2020 12:11 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Annette Kirby

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

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Thank you!

Annette Kirby
321 E F Street
Tehachapi, CA, 93535
6619723319

Casa Esperanza

From: Asim Hayat <wordpress@esperanzabakersfield.org>
Sent: Wednesday, November 11, 2020 12:49 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Asim Hayat

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

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Thank you!

Asim Hayat
10000 Ming Ave
Bakersfield, California, 93311
661 665 5744

Casa Esperanza

From: Carol Sugimori <wordpress@esperanzabakersfield.org>
Sent: Thursday, November 05, 2020 9:07 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Carol Sugimori

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Thank you!

Carol Sugimori
2409 Snowdrop Drive
Bakersfield, CA, 93311
661-549-4905

Casa Esperanza

From: Jamie Bacon <wordpress@esperanzabakersfield.org>
Sent: Saturday, December 12, 2020 9:14 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Jamie Bacon

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

Casa Esperanza provides a holistic program that will serve one of the most vulnerable segments of Bakersfield's homeless population; women and children. It will be complementary to existing efforts to alleviate homelessness and holds the promise of breaking the cycle of homelessness for families. Casa Esperanza is a home, not a shelter or rehab facility. A home belongs in a residential setting.

Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Jamie Bacon
8518 SUN HARBOR DR
BAKERSFIELD, CA, 93312

Casa Esperanza

From: Dolores Whitley <wordpress@esperanzabakersfield.org>
Sent: Wednesday, December 02, 2020 7:20 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Dolores Whitley

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Dolores Whitley
210 El Rio Drive
Bakersfield, CA, 93309
661 832 6613

Casa Esperanza

From: Jamie Bacon <wordpress@esperanzabakersfield.org>
Sent: Saturday, December 12, 2020 9:14 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Jamie Bacon

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Jamie Bacon
8518 SUN HARBOR DR
BAKERSFIELD, CA, 93312

Casa Esperanza

From: Kristin N Weber <wordpress@esperanzabakersfield.org>
Sent: Thursday, November 05, 2020 12:21 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Kristin N Weber

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Kristin N Weber
9908 Buckhorn Peak Dr.
Bakersfield, CA, 93311
6613323794

Casa Esperanza

From: Patrick Tsang <wordpress@esperanzabakersfield.org>
Sent: Thursday, November 19, 2020 10:28 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Patrick Tsang

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Patrick Tsang
12503 Monterey Beach Dr
Bakersfield, Ca, 93311

Casa Esperanza

From: Robin Bunyan <wordpress@esperanzabakersfield.org>
Sent: Thursday, November 05, 2020 12:22 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Robin Bunyan

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Robin Bunyan
9908 Buckhorn Peak Dr.
Bakersfield, CA, 93311
6613306565

Casa Esperanza

From: Rosalia Tsang <wordpress@esperanzabakersfield.org>
Sent: Wednesday, November 11, 2020 4:18 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Rosalia Tsang

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Rosalia Tsang
12503 Monterey Beach Drive
Bakersfield, CA, 93311

Casa Esperanza

From: Sara Palmer <wordpress@esperanzabakersfield.org>
Sent: Wednesday, November 11, 2020 1:13 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Sara Palmer

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Sara Palmer
11701 Kenseth St.
Bakersfield, California, 93312

Casa Esperanza

From: Susa Marcela <wordpress@esperanzabakersfield.org>
Sent: Sunday, November 08, 2020 11:47 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Susa Marcela

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Susa Marcela
10600 Polo Glen Dr
Bakersfield, California, 93312

Casa Esperanza

From: Tom Gonzales <wordpress@esperanzabakersfield.org>
Sent: Wednesday, November 11, 2020 2:56 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Tom Gonzales

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Tom Gonzales
4800 Greatfalls ct
Bakersfield, California, 93311

Casa Esperanza

From: Alberto Cardona <wordpress@esperanzabakersfield.org>
Sent: Tuesday, January 05, 2021 6:27 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Alberto Cardona

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Alberto Cardona
7209 Silver Spray Ave
Bakersfield, CA, 92212

Casa Esperanza

From: Madison Pierce <wordpress@esperanzabakersfield.org>
Sent: Tuesday, January 05, 2021 6:28 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Madison Pierce

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Madison Pierce
PO Box 1953
Bakersfield, CA, 93303

Casa Esperanza

From: Charles Armstrong <wordpress@esperanzabakersfield.org>
Sent: Tuesday, November 03, 2020 12:32 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Charles Armstrong

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Charles Armstrong
313 Washington Ave Apt B
Bakersfield, CA, 93308

Casa Esperanza

From: Helen Acosta <wordpress@esperanzabakersfield.org>
Sent: Tuesday, November 03, 2020 12:28 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Helen Acosta

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Helen Acosta
1928 3rd St
Bakersfield, CA, 93304
6613279493

Casa Esperanza

From: Lea Ann Mattly <wordpress@esperanzabakersfield.org>
Sent: Tuesday, November 03, 2020 2:26 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Lea Ann Mattly

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Lea Ann Mattly
924 Shattuck Ave
Bakersfield, California, 93305
6617479497

Casa Esperanza

From: Marcus Carlton <wordpress@esperanzabakersfield.org>
Sent: Tuesday, November 03, 2020 9:10 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Marcus Carlton

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Marcus Carlton
11696 Champions Ave.
Bakersfield, California, 93312

Casa Esperanza

From: Renee Skinner <wordpress@esperanzabakersfield.org>
Sent: Tuesday, November 03, 2020 12:24 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Renee Skinner

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Renee Skinner
313 Washington Ave Apt B
Bakersfield, CA, 93308
6613433824

Casa Esperanza

From: Carolyn Hill <wordpress@esperanzabakersfield.org>
Sent: Saturday, October 31, 2020 12:03 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Carolyn Hill

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Carolyn Hill
2304 Edgewood
Bakersfield, Ca, 93306

Casa Esperanza

From: Jean Nelson <wordpress@esperanzabakersfield.org>
Sent: Saturday, October 31, 2020 7:32 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Jean Nelson

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Jean Nelson
5421 Wingfoot Dr
Bakersfield, Ca, 93306
16613302890

Casa Esperanza

From: Michael Anders <wordpress@esperanzabakersfield.org>
Sent: Monday, November 02, 2020 2:42 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Michael Anders

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Michael Anders
10000 Ming Ave.
Bakersfield, CA, 93311

Casa Esperanza

From: Mike Brokken <wordpress@esperanzabakersfield.org>
Sent: Friday, October 30, 2020 4:27 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Mike Brokken

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Mike Brokken
9100 Broad Oak Avenue
Bakersfield, Ca, 93311
6616659065

Casa Esperanza

From: Naina Patel <wordpress@esperanzabakersfield.org>
Sent: Monday, November 02, 2020 11:14 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Naina Patel

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Naina Patel
10400 Coram Drive
Bakersfield, CA, 93311

Casa Esperanza

From: Oscarn M Enciso <wordpress@esperanzabakersfield.org>
Sent: Saturday, October 31, 2020 9:12 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Oscarn M Enciso

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Oscarn M Enciso
722 Bates Ave
Bakersfield, California, 93307-2409

Casa Esperanza

From: Patti Brokken <wordpress@esperanzabakersfield.org>
Sent: Friday, October 30, 2020 4:24 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Patti Brokken

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Patti Brokken
9100 Broad Oak Avenue
Bakersfield, Ca, 93311
6616659065

Casa Esperanza

From: Tracey Lynn Carlile <wordpress@esperanzabakersfield.org>
Sent: Sunday, November 01, 2020 1:50 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Tracey Lynn Carlile

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

Casa Esperanza provides a holistic program that will serve one of the most vulnerable segments of Bakersfield's homeless population; women and children. It will be complementary to existing efforts to alleviate homelessness and holds the promise of breaking the cycle of homelessness for families. Casa Esperanza is a home, not a shelter or rehab facility. A home belongs in a residential setting.

Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Tracey Lynn Carlile
14939 Thunder Valley Road
Bakersfield, CA, 93314
16613313317

Casa Esperanza

From: Venus E Enciso <wordpress@esperanzabakersfield.org>
Sent: Saturday, October 31, 2020 9:09 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Venus E Enciso

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

Casa Esperanza provides a holistic program that will serve one of the most vulnerable segments of Bakersfield's homeless population; women and children. It will be complementary to existing efforts to alleviate homelessness and holds the promise of breaking the cycle of homelessness for families. Casa Esperanza is a home, not a shelter or rehab facility. A home belongs in a residential setting.

Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Venus E Enciso
722 Bates Ave
Bakersfield, California, 93307-2409

Casa Esperanza

From: ANDREA J BUXTON <wordpress@esperanzabakersfield.org>
Sent: Friday, October 23, 2020 12:42 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: ANDREA J BUXTON

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

Casa Esperanza provides a holistic program that will serve one of the most vulnerable segments of Bakersfield's homeless population; women and children. It will be complementary to existing efforts to alleviate homelessness and holds the promise of breaking the cycle of homelessness for families. Casa Esperanza is a home, not a shelter or rehab facility. A home belongs in a residential setting.

Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

ANDREA J BUXTON
3304 GARDENIA AVE, APT.A
Bakersfield, CA, 93306
6613716648

Casa Esperanza

From: Arletta M Swall <wordpress@esperanzabakersfield.org>
Sent: Friday, October 23, 2020 9:45 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Arletta M Swall

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

Casa Esperanza provides a holistic program that will serve one of the most vulnerable segments of Bakersfield's homeless population; women and children. It will be complementary to existing efforts to alleviate homelessness and holds the promise of breaking the cycle of homelessness for families. Casa Esperanza is a home, not a shelter or rehab facility. A home belongs in a residential setting.

Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Arletta M Swall
3601 So Chester Ave #5
Bakersfield, CA, 93304

Casa Esperanza

From: Cynthia Johnston <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 22, 2020 11:27 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Cynthia Johnston

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Cynthia Johnston
2600 Barrington St. #25
Bakersfield, CA, 93309

Casa Esperanza

From: Debra Dunn-Yonke <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 22, 2020 10:44 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Debra Dunn-Yonke

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Debra Dunn-Yonke
10209, Brentford Avenue
Bakerdfield, CA, 93311-3587

Casa Esperanza

From: Dejia Perkins <wordpress@esperanzabakersfield.org>
Sent: Wednesday, October 21, 2020 9:34 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Dejia Perkins

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Dejia Perkins
4204 Newcombe Avenue
Bakersfield, California, 93313
6613774715

Casa Esperanza

From: Elvira Mendoza <wordpress@esperanzabakersfield.org>
Sent: Friday, October 23, 2020 7:33 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Elvira Mendoza

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Elvira Mendoza
3111 Sierra Meadows Dr
Bakersfield, CA, 93313
8318409625

Casa Esperanza

From: Eva McKenzie <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 22, 2020 10:52 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Eva McKenzie

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Eva McKenzie
14109 San Jose Ave
Bakersfield, CA, 93314
6613633902

Casa Esperanza

From: Haley Hayes <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 22, 2020 11:23 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Haley Hayes

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Haley Hayes
5000 Belle Terrace
Bakersfield, CA, 93309

Casa Esperanza

From: James Allen <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 22, 2020 11:26 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: James Allen

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

James Allen
9307 Citrus Creek Drive
Bakersfield, California, 93311

Casa Esperanza

From: Jose <wordpress@esperanzabakersfield.org>
Sent: Monday, October 26, 2020 4:01 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Jose

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Jose
802 Jacob Creek Dr
Bakersfield, CA, 93314
6618096716

Casa Esperanza

From: Julie Irvin <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 22, 2020 10:20 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Julie Irvin

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Julie Irvin
1009 River Ranch Drive
Bakersfield, Ca, 93312

Casa Esperanza

From: Kimber Wellman <wordpress@esperanzabakersfield.org>
Sent: Friday, October 23, 2020 9:34 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Kimber Wellman

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Kimber Wellman
10912 ENGER ST
BAKERSFIELD, CA, 93312
6618177211

Casa Esperanza

From: Laura Espinoza <wordpress@esperanzabakersfield.org>
Sent: Friday, October 23, 2020 3:08 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Laura Espinoza

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Laura Espinoza
3310 Christmas Tree Ln
Bakersfield, California, 93306

Casa Esperanza

From: Megan Ephraim <wordpress@esperanzabakersfield.org>
Sent: Tuesday, October 27, 2020 12:53 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Megan Ephraim

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

Casa Esperanza provides a holistic program that will serve one of the most vulnerable segments of Bakersfield's homeless population; women and children. It will be complementary to existing efforts to alleviate homelessness and holds the promise of breaking the cycle of homelessness for families. Casa Esperanza is a home, not a shelter or rehab facility. A home belongs in a residential setting.

Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Megan Ephraim
15 between the walls
Pembroke, Pembroke, HM06

Casa Esperanza

From: Michelle Kammeraad <wordpress@esperanzabakersfield.org>
Sent: Sunday, October 25, 2020 7:50 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Michelle Kammeraad

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Michelle Kammeraad
2912 Sunview Drive
Bakersfield, California, 93306
6612033267

Casa Esperanza

From: Mohamad waluyo <wordpress@esperanzabakersfield.org>
Sent: Friday, October 23, 2020 12:03 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Mohamad waluyo

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Mohamad waluyo
9907 casa del so dr
Bakersfield, CA, 93311
2154652462

Casa Esperanza

From: Monica Valenzuela <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 22, 2020 11:27 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Monica Valenzuela

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Monica Valenzuela
2325 Verde
Bakersfield, California, 93304

Casa Esperanza

From: Mr and Mrs Raymond D Hawk II <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 22, 2020 11:37 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Mr and Mrs Raymond D Hawk II

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Mr and Mrs Raymond D Hawk II
7000 College Avenue #1
Bakersfield, California, 93306

Casa Esperanza

From: Mr and Mrs Raymond D Hawk II <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 22, 2020 11:37 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Mr and Mrs Raymond D Hawk II

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Mr and Mrs Raymond D Hawk II
7000 College Avenue #1
Bakersfield, California, 93306

Casa Esperanza

From: Nick LaValley <wordpress@esperanzabakersfield.org>
Sent: Monday, October 26, 2020 2:41 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Nick LaValley

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Nick LaValley
11504 Buffington St.
Bakersfield, CA, 93312

Casa Esperanza

From: Patricia Sherrill <wordpress@esperanzabakersfield.org>
Sent: Sunday, October 25, 2020 2:44 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Patricia Sherrill

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Patricia Sherrill
12711 JASMINE AVE
BAKERSFIELD, CA, 93312
6615893335

Casa Esperanza

From: Stephanie Morris <wordpress@esperanzabakersfield.org>
Sent: Friday, October 23, 2020 7:42 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Stephanie Morris

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Stephanie Morris
900 Meadows st
bakersfield, Ca, 93306
6613461778

Casa Esperanza

From: Yvette Ramirez <wordpress@esperanzabakersfield.org>
Sent: Friday, October 23, 2020 9:16 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Yvette Ramirez

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Yvette Ramirez
7107 Ming Avenue Apt.15
Bakersfield, California, 93309
6616375317

Casa Esperanza

From: Alyssa Cross <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 29, 2020 2:46 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Alyssa Cross

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

Casa Esperanza provides a holistic program that will serve one of the most vulnerable segments of Bakersfield's homeless population; women and children. It will be complementary to existing efforts to alleviate homelessness and holds the promise of breaking the cycle of homelessness for families. Casa Esperanza is a home, not a shelter or rehab facility. A home belongs in a residential setting.

Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Alyssa Cross
14623 Wayne Lee Ct.
Bakersfield, CA, 93314
6617061149

Casa Esperanza

From: Chad Clark <wordpress@esperanzabakersfield.org>
Sent: Wednesday, October 28, 2020 8:29 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Chad Clark

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Chad Clark
5115 Callado Ln, Apt A
Bakersfield, CA, 93313

Casa Esperanza

From: Christopher Berry <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 29, 2020 6:35 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Christopher Berry

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Christopher Berry
11604 Silver Crown Ave
Bakersfield, CA, 93312

Casa Esperanza

From: Colleen Toler <wordpress@esperanzabakersfield.org>
Sent: Friday, October 30, 2020 8:19 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Colleen Toler

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Colleen Toler
9411 Chantilly Ln
Bakersfield, California, 93312

Casa Esperanza

From: Dana smith <wordpress@esperanzabakersfield.org>
Sent: Friday, October 30, 2020 12:05 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Dana smith

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Dana smith
7812 Splendor Way
Bakersfield, Ca, 93313

Casa Esperanza

From: Dave <wordpress@esperanzabakersfield.org>
Sent: Friday, October 30, 2020 5:35 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Dave

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Dave
19453 Stallion Way
Bakersfield, CA, 93314-9001
(661) 3935250

Casa Esperanza

From: Dean Bishop <wordpress@esperanzabakersfield.org>
Sent: Friday, October 30, 2020 9:50 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Dean Bishop

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Dean Bishop
15806 Far Niente Dr
Bakersfield, CA, 93314

Casa Esperanza

From: Deborah Allmon <wordpress@esperanzabakersfield.org>
Sent: Friday, October 30, 2020 7:24 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Deborah Allmon

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Deborah Allmon
2200 Cedro Court Unit C
Bakersfield, California, 93309
661 431-2285

Casa Esperanza

From: Dejia Perkins <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 29, 2020 3:26 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Dejia Perkins

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Dejia Perkins
4204 Newcombe Avenue
Bakersfield, CA, 93313

Casa Esperanza

From: Dolores Aguilar <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 29, 2020 8:38 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Dolores Aguilar

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Dolores Aguilar
2600 Crest Dr.
Bakersfield, CA, 93305
6615359802

Casa Esperanza

From: Evan and Kathy Grishaber <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 29, 2020 2:03 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Evan and Kathy Grishaber

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Evan and Kathy Grishaber
12205 Longmeadow Way
Bakersfield, Ca, 93312

Casa Esperanza

From: Harold E Sanborn <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 29, 2020 8:57 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Harold E Sanborn

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Harold E Sanborn
5311 Challenger Ave
Bakersfield, California, 93312

Casa Esperanza

From: Holly Eubank <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 29, 2020 3:00 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Holly Eubank

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Holly Eubank
114 E San Emidio St
Taft, CA, 93268
6616231177

Casa Esperanza

From: James Byers <wordpress@esperanzabakersfield.org>
Sent: Friday, October 30, 2020 9:40 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: James Byers <2011jrb@gmail.com>

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

James Byers
2916 Ashby street
Bakersfield, Ca, 93308

Casa Esperanza

From: Jessica Enciso <wordpress@esperanzabakersfield.org>
Sent: Friday, October 30, 2020 8:49 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Jessica Enciso

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Jessica Enciso
5512 shadow stone st
Bakersfield, Ca, 93313

Casa Esperanza

From: Kandyce Smith <wordpress@esperanzabakersfield.org>
Sent: Friday, October 30, 2020 9:19 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Kandyce Smith

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Thank you!

Kandyce Smith
5909 Genoa Dr
Bakersfield, CA, 93308
9514154485

Casa Esperanza

From: Kasey gosuico <wordpress@esperanzabakersfield.org>
Sent: Friday, October 30, 2020 2:46 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Kasey gosuico

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Thank you!

Kasey gosuico
369 n vineyard blvd apt. 215
Honolulu, HI, 96817

Casa Esperanza

From: Evan and Kathy Grishaber <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 29, 2020 2:03 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Evan and Kathy Grishaber

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Thank you!

Evan and Kathy Grishaber
12205 Longmeadow Way
Bakersfield, Ca, 93312

Casa Esperanza

From: Lisa Elzy Watson <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 29, 2020 5:27 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Lisa Elzy Watson

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Lisa Elzy Watson
2700 Pine Street
Bakersfield, CA, 93301
661-444-3801

Casa Esperanza

From: Lisa Rudnick <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 29, 2020 2:06 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Lisa Rudnick

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Thank you!

Lisa Rudnick
9802 Silverthorne Drive
Bakersfield, CA., 93314
661-332-2631

Casa Esperanza

From: Lori Marchbanks <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 29, 2020 4:48 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Lori Marchbanks

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Thank you!

Lori Marchbanks
2402 Exton St
Bakersfield, CA, 93311

Casa Esperanza

From: Mahea Maui <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 29, 2020 3:25 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Mahea Maui

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Thank you!

Mahea Maui
922 4th St.
Taft, Ca, 93268

Casa Esperanza

From: Monique Krause <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 29, 2020 4:24 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Monique Krause

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Monique Krause
10112 Laurel Park Ave
Bakersfield, California, 93312

Casa Esperanza

From: Nancy Lopez <wordpress@esperanzabakersfield.org>
Sent: Friday, October 30, 2020 9:24 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Nancy Lopez

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Thank you!

Nancy Lopez
508 REED ST
Bakersfield, CA, 93314
6613318839

Casa Esperanza

From: Olga Desai <wordpress@esperanzabakersfield.org>
Sent: Friday, October 30, 2020 7:18 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Olga Desai

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

Casa Esperanza provides a holistic program that will serve one of the most vulnerable segments of Bakersfield's homeless population; women and children. It will be complementary to existing efforts to alleviate homelessness and holds the promise of breaking the cycle of homelessness for families. Casa Esperanza is a home, not a shelter or rehab facility. A home belongs in a residential setting.

Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Olga Desai
2411 cedar st
Bakersfield, Ca, 93301
6615863401

Casa Esperanza

From: Patrick Frase <wordpress@esperanzabakersfield.org>
Sent: Friday, October 30, 2020 12:30 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Patrick Frase

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Patrick Frase
P O Box 12202
Bakersfield, CA, 93389

Casa Esperanza

From: Roger Gamboa <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 29, 2020 9:18 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Roger Gamboa

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Roger Gamboa
173 Schnaidt st.
Shafter, Ca, 93263

Casa Esperanza

From: Shari Rightmer, Executive Director Shar-On Corporation <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 29, 2020 3:48 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Shari Rightmer, Executive Director Shar-On Corporation

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Shari Rightmer, Executive Director Shar-On Corporation
508 Woodrow Street
Taft, CA, 93268
6612056575

Casa Esperanza

From: Sharon Balfanz <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 29, 2020 3:07 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Sharon Balfanz

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Sharon Balfanz
612 Vista Verde Way
Bakersfield, CA, 93309

Casa Esperanza

From: Sheri Horn-Bunk <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 29, 2020 2:52 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Sheri Horn-Bunk

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Sheri Horn-Bunk
900 mount lassen
Bakersfield, Ca, 93309
6613351284

Casa Esperanza

From: Sheryl Sanborn <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 29, 2020 8:02 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Sheryl Sanborn

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Sheryl Sanborn
5311 Challenger Ave
Bakersfield, California, 93312

Casa Esperanza

From: Shirley Wallace <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 29, 2020 8:09 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Shirley Wallace

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Shirley Wallace
6415 Horsetail st
Bakersfield, California, 93313

Casa Esperanza

From: Sonya Brady <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 29, 2020 3:13 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Sonya Brady

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Sonya Brady
7501 El Verano
Bakersfield, Ca, 93309

Casa Esperanza

From: Stephanie Berry <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 29, 2020 6:43 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Stephanie Berry

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Stephanie Berry
11604 Silver Crown Ave
Bakersfield, CA, 93312

Casa Esperanza

From: Steve Crawford <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 29, 2020 4:54 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Steve Crawford

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Steve Crawford
2105 Sully Ct
Bakersfield, Ca, 93311
6616195441

Casa Esperanza

From: Tak Leung <wordpress@esperanzabakersfield.org>
Sent: Wednesday, October 28, 2020 9:30 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Tak Leung

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Tak Leung
9808 Mesa Oak Drive
Bakersfield, CA, 93311

Casa Esperanza

From: Troy Fringer <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 29, 2020 3:22 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Troy Fringer <74primetime@gmail.com>

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Troy Fringer
1401 Suffolk St
Bakersfield, CA, 93312

Casa Esperanza

From: Wendy Tkac <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 29, 2020 3:39 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Wendy Tkac

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Wendy Tkac
12309 April Ann Ave
Bakersfield, California, 93312
6613333279

Casa Esperanza

From: adam holtz <wordpress@esperanzabakersfield.org>
Sent: Friday, October 09, 2020 9:38 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: adam holtz

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

adam holtz
7604 Darrin Ave
Bakersfield, CA, 93308

Casa Esperanza

From: Albert Juarez <wordpress@esperanzabakersfield.org>
Sent: Friday, October 09, 2020 9:10 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Albert Juarez

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Albert Juarez
4608 Chinta Drive
Bakersfield, Ca, 93313

Casa Esperanza

From: Ann Rosales <wordpress@esperanzabakersfield.org>
Sent: Friday, October 16, 2020 8:02 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Ann Rosales

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Ann Rosales
7008 Sugarmill Court
Bakersfield, Ca, 93306
6618575844

Casa Esperanza

From: Ashley Anne Anchordoquy <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 15, 2020 8:49 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Ashley Anne Anchordoquy

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Ashley Anne Anchordoquy
3 Greenfair Ct
Bakersfield, California, 93309
8056373990

Casa Esperanza

From: Benjamin Jones <wordpress@esperanzabakersfield.org>
Sent: Sunday, October 04, 2020 1:43 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Benjamin Jones

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Benjamin Jones
2815 22nd St
Bakersfield, CA, 93301
6612056009

Casa Esperanza

From: BOB COLFAX <wordpress@esperanzabakersfield.org>
Sent: Monday, October 12, 2020 10:54 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: BOB COLFAX

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

BOB COLFAX
5700 Sundale Ave.
Bakersfield, CA, 93309

Casa Esperanza

From: Bob Liske <wordpress@esperanzabakersfield.org>
Sent: Monday, October 05, 2020 10:17 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Bob Liske

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Bob Liske
9213 Totem Ave.
Bakersfield, CA, 93312

Casa Esperanza

From: Brittany Fiske <wordpress@esperanzabakersfield.org>
Sent: Saturday, October 03, 2020 10:37 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Brittany Fiske

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Brittany Fiske
6900 Klamath Way
Bakersfield, Ca, 93309

Casa Esperanza

From: Cameron DeWitt <wordpress@esperanzabakersfield.org>
Sent: Monday, October 19, 2020 9:23 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Cameron DeWitt

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Cameron DeWitt
4509 Blossom Valley Lane
Bakersfield, California, 93313
6613845478

Casa Esperanza

From: Carol Gonzalez <wordpress@esperanzabakersfield.org>
Sent: Friday, October 02, 2020 12:00 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Carol Gonzalez

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Carol Gonzalez
1421 Panorama Dr
Bakersfield, CA, 93305
6618594426

Casa Esperanza

From: Carolyn Cox <wordpress@esperanzabakersfield.org>
Sent: Wednesday, October 14, 2020 3:15 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Carolyn Cox

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Carolyn Cox
12011 Dakota Hills Ave
Bakersfield, CA, 93312

Casa Esperanza

From: Cathleen Colbert <wordpress@esperanzabakersfield.org>
Sent: Sunday, October 04, 2020 8:26 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Cathleen Colbert

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

Casa Esperanza provides a holistic program that will serve one of the most vulnerable segments of Bakersfield's homeless population; women and children. It will be complementary to existing efforts to alleviate homelessness and holds the promise of breaking the cycle of homelessness for families. Casa Esperanza is a home, not a shelter or rehab facility. A home belongs in a residential setting.

Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Cathleen Colbert
1213 Ridgeview St.
Bakersfield, CA, 93306
6618050469

Casa Esperanza

From: Cheryl L. Miller <wordpress@esperanzabakersfield.org>
Sent: Friday, October 09, 2020 7:33 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Cheryl L. Miller

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

Casa Esperanza provides a holistic program that will serve one of the most vulnerable segments of Bakersfield's homeless population; women and children. It will be complementary to existing efforts to alleviate homelessness and holds the promise of breaking the cycle of homelessness for families. Casa Esperanza is a home, not a shelter or rehab facility. A home belongs in a residential setting.

Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Cheryl L. Miller
516 Portsmouth Street
Bakersfield, California, 93311
16616641123

Casa Esperanza

From: Cheryl Miller <wordpress@esperanzabakersfield.org>
Sent: Friday, October 09, 2020 7:34 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Cheryl Miller

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Cheryl Miller
516 Portsmouth Street
Bakersfield, CA, 93311
661 664-1123

Casa Esperanza

From: Christine Gamboa <wordpress@esperanzabakersfield.org>
Sent: Sunday, October 04, 2020 8:37 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Christine Gamboa

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

Casa Esperanza provides a holistic program that will serve one of the most vulnerable segments of Bakersfield's homeless population; women and children. It will be complementary to existing efforts to alleviate homelessness and holds the promise of breaking the cycle of homelessness for families. Casa Esperanza is a home, not a shelter or rehab facility. A home belongs in a residential setting.

Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Christine Gamboa
173 Schnaidt st.
Shafter, California, 93263
6614441791

Casa Esperanza

From: Dave Faiella <wordpress@esperanzabakersfield.org>
Sent: Monday, October 05, 2020 12:48 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Dave Faiella

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Dave Faiella
13615 Monarch Palm Ave
Bakersfield, California, 93314

Casa Esperanza

From: Dave Temple <wordpress@esperanzabakersfield.org>
Sent: Saturday, October 03, 2020 11:20 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Dave Temple

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Dave Temple
9116 Cripple Creek Ave
Bakersfield, CA, 93312

Casa Esperanza

From: Diane Tiede <wordpress@esperanzabakersfield.org>
Sent: Sunday, October 04, 2020 11:54 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Diane Tiede

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Diane Tiede
10319 Polo Glen Drive
Bakersfield, California, 93312
6613199703

Casa Esperanza

From: Dominic Mascola <wordpress@esperanzabakersfield.org>
Sent: Monday, October 05, 2020 8:19 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Dominic Mascola

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Dominic Mascola
8728 Rollingbay Dr
Bakersfiled, CA, 93312

Casa Esperanza

From: Donna Eckels <wordpress@esperanzabakersfield.org>
Sent: Monday, October 05, 2020 12:16 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Donna Eckels

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Donna Eckels
6551 Halleluiah Street
Bakersfield, California, 93307

Casa Esperanza

From: Dr. Mary Sawyer, CCIM <wordpress@esperanzabakersfield.org>
Sent: Tuesday, October 13, 2020 4:06 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Dr. Mary Sawyer, CCIM

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Dr. Mary Sawyer, CCIM
4420 Easton Dr
Bakersfield, CA, 93309
16612822246

Casa Esperanza

From: Edwin Youngstrom <wordpress@esperanzabakersfield.org>
Sent: Sunday, October 04, 2020 1:37 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Edwin Youngstrom

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Edwin Youngstrom
12717 Medallion Drive
Bakersfield, CA, 93311
5169784070

Casa Esperanza

From: Ernesto Munoz <wordpress@esperanzabakersfield.org>
Sent: Monday, October 12, 2020 1:31 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Ernesto Munoz

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Ernesto Munoz
11607 Marazion Hill Ct
Bakersfield, CA, 93311

Casa Esperanza

From: Eryn Urban <wordpress@esperanzabakersfield.org>
Sent: Monday, October 05, 2020 9:38 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Eryn Urban

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Eryn Urban
1411 Alta Vista Dr
Bakersfield, Ca, 93305

Casa Esperanza

From: Frances Peterson <wordpress@esperanzabakersfield.org>
Sent: Saturday, October 03, 2020 5:34 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Frances Peterson

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Frances Peterson
19453 Stallion Way
Bakersfield, CA, 93314
16613459556

Casa Esperanza

From: Genevieve Sheridan <wordpress@esperanzabakersfield.org>
Sent: Friday, October 09, 2020 10:53 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Genevieve Sheridan

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Genevieve Sheridan
7604 Darrin Ave
Bakersfield, CA, 93308

!	From	Subject	Received	Size	Categor...	Mention
Today						
	Michael J...	Letter of Support for Casa Esperanza Bakersfield	Wed 10/2...	54 KB		
From: Michael James City of Bakersfield Development Services Department						
	Marla Roa...	Letter of Support for Casa Esperanza Bakersfield	Wed 10/2...	54 KB		
From: Marla Roach City of Bakersfield Development Services Department						
Yesterday						
	Isaac God...	Letter of Support for Casa Esperanza Bakersfield	Tue 10/20...	53 KB		
From: Isaac Godinez City of Bakersfield Development Services Department						
	Geoff King	Letter of Support for Casa Esperanza Bakersfield	Tue 10/20...	54 KB		
From: Geoff King City of Bakersfield Development Services Department						
	Vanessa ...	**Letter of Support for Casa Esperanza Bakersfield**	**Tue 10/2...**	**54 ...**		
From: Vanessa Morales City of Bakersfield Development Services Department						
	Stevi Lea...	**Letter of Support for Casa Esperanza Bakersfield**	**Tue 10/2...**	**54 ...**		
From: Stevi Leanne Travis City of Bakersfield Development Services Department						
	Selene M...	**Letter of Support for Casa Esperanza Bakersfield**	**Tue 10/2...**	**53 ...**		
From: Selene Muniz City of Bakersfield Development Services Department						
	Jim Mos...	**FW: Letter of support**	**Tue 10/2...**	**80 ...**		
CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the						
Monday						
	Cameron...	**Letter of Support for Casa Esperanza Bakersfield**	**Mon 10/1...**	**51 ...**		
From: Cameron DeWitt City of Bakersfield Development Services Department						
	Tom Bur...	**Letter of Support for Casa Esperanza Bakersfield**	**Mon 10/1...**	**53 ...**		
From: Tom Burke Chancellor Kern Community College District City of Bakersfield Development Services Department						
Last Week						
	Ron and ...	**Letter of Support for Casa Esperanza Bakersfield**	**Fri 10/16...**	**51 ...**		
From: Ron and Lynne Eid City of Bakersfield Development Services Department						
	Ron and ...	**Letter of Support for Casa Esperanza Bakersfield**	**Fri 10/16...**	**51 ...**		
From: Ron and Lynne Eid City of Bakersfield Development Services Department						
	Ann Ros...	**Letter of Support for Casa Esperanza Bakersfield**	**Fri 10/16...**	**51 ...**		
From: Ann Rosales City of Bakersfield Development Services Department						
	Ashley A...	**Letter of Support for Casa Esperanza Bakersfield**	**Thu 10/1...**	**52 ...**		
From: Ashley Anne Anchordoquy City of Bakersfield Development Services Department						
	Thomas ...	**Letter of Support for Casa Esperanza Bakersfield**	**Thu 10/1...**	**51 ...**		
From: Thomas Webb City of Bakersfield Development Services Department						
	Carolyn ...	**Letter of Support for Casa Esperanza Bakersfield**	**Wed 10/1...**	**51 ...**		
From: Carolyn Cox City of Bakersfield Development Services Department						
	Jean Arri...	**Letter of Support for Casa Esperanza Bakersfield**	**Wed 10/1...**	**51 ...**		
From: Jean Arriaga City of Bakersfield Development Services Department						
	Maria Pa...	**Letter of Support for Casa Esperanza Bakersfield**	**Wed 10/1...**	**51 ...**		
From: Maria Paine City of Bakersfield Development Services Department						
	Irene Val...	**Letter of Support for Casa Esperanza Bakersfield**	**Wed 10/1...**	**51 ...**		
From: Irene Valos City of Bakersfield Development Services Department						
	Nancy o...	**Letter of Support for Casa Esperanza Bakersfield**	**Tue 10/1...**	**51 ...**		
From: Nancy oneil City of Bakersfield Development Services Department						
	Dr. Mary...	**Letter of Support for Casa Esperanza Bakersfield**	**Tue 10/1...**	**51 ...**		
From: Dr. Mary Sawyer, CCIM City of Bakersfield Development Services Department						

Casa Esperanza

From: Gerard Brochu <wordpress@esperanzabakersfield.org>
Sent: Saturday, October 03, 2020 10:45 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Gerard Brochu

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

Casa Esperanza provides a holistic program that will serve one of the most vulnerable segments of Bakersfield's homeless population; women and children. It will be complementary to existing efforts to alleviate homelessness and holds the promise of breaking the cycle of homelessness for families. Casa Esperanza is a home, not a shelter or rehab facility. A home belongs in a residential setting.

Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Gerard Brochu
5203 Molise Ct.
Bakersfield, CA, 93308

Casa Esperanza

From: Irene Valos <wordpress@esperanzabakersfield.org>
Sent: Wednesday, October 14, 2020 8:09 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Irene Valos

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Irene Valos
2814 Panorama Dr.
Bakersfield, CA, 93306
6618727501

Casa Esperanza

From: Isaac Godinez <wordpress@esperanzabakersfield.org>
Sent: Tuesday, October 20, 2020 11:59 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Isaac Godinez

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Isaac Godinez
722 Bates ave
Bakersfield, CA, 93307
5303073721

Casa Esperanza

From: Jean Arriaga <wordpress@esperanzabakersfield.org>
Sent: Wednesday, October 14, 2020 12:17 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Jean Arriaga

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Jean Arriaga
9033 Snowy River Drive
Bakersfield, CA, 93311
19092639880

Casa Esperanza

From: Jeanette Ramirez <wordpress@esperanzabakersfield.org>
Sent: Friday, October 09, 2020 10:35 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Jeanette Ramirez

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Jeanette Ramirez
4608 Chinta Dr
Bakersfield, CA, 93313
6614874074

Casa Esperanza

From: Jerry Cook <wordpress@esperanzabakersfield.org>
Sent: Saturday, October 03, 2020 7:15 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Jerry Cook

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Thank you!

Jerry Cook
1809 Nantes Way
BakersfieldBakersfield, California, 93311
6617066123

Casa Esperanza

From: Jessica Castaneda <wordpress@esperanzabakersfield.org>
Sent: Friday, October 09, 2020 10:32 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Jessica Castaneda

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

Casa Esperanza provides a holistic program that will serve one of the most vulnerable segments of Bakersfield's homeless population; women and children. It will be complementary to existing efforts to alleviate homelessness and holds the promise of breaking the cycle of homelessness for families. Casa Esperanza is a home, not a shelter or rehab facility. A home belongs in a residential setting.

Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Jessica Castaneda
4608, Chinta Drive
Bakersfield, CA, 93313
2134798965

Casa Esperanza

From: Joan Keavy <wordpress@esperanzabakersfield.org>
Sent: Sunday, October 04, 2020 11:06 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Joan Keavy <35ggmaof5@gmail.com>

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Joan Keavy
8200 N. Laurelglen Bl. #609
Bakersfield, CA, 93311
16613322729

Casa Esperanza

From: John B Rozo <wordpress@esperanzabakersfield.org>
Sent: Friday, October 02, 2020 8:01 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: John B Rozo

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

John B Rozo
4911 Native Dancer Drive
BAKERSFIELD, California, 93312-7601
6618589110

Casa Esperanza

From: Jonathan D Thomas <wordpress@esperanzabakersfield.org>
Sent: Friday, October 09, 2020 9:08 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Jonathan D Thomas

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Jonathan D Thomas
8507 Alonso Court
Bakersfield, CA, 93314
6612046850

Casa Esperanza

From: Justin Anspach <wordpress@esperanzabakersfield.org>
Sent: Saturday, October 03, 2020 4:43 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Justin Anspach

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Justin Anspach
12203 Lotus Vine St
Bakersfield, CA, 93311

Casa Esperanza

From: Karrie Camp <wordpress@esperanzabakersfield.org>
Sent: Monday, October 05, 2020 9:11 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Karrie Camp

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Karrie Camp
9158 Laramie Ave
Bakersfield, CA, 93314

Casa Esperanza

From: Kasey Lozano <wordpress@esperanzabakersfield.org>
Sent: Saturday, October 03, 2020 9:42 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Kasey Lozano

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Kasey Lozano
11310 Presidential Road
Bakersfield, CA, 93312

Casa Esperanza

From: Keely Lopez <wordpress@esperanzabakersfield.org>
Sent: Saturday, October 03, 2020 10:29 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Keely Lopez

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Keely Lopez
3801 Celine Court
Bakersfield, California, 93309
6615563503

Casa Esperanza

From: Kelly Youngstrom <wordpress@esperanzabakersfield.org>
Sent: Sunday, October 04, 2020 11:36 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Kelly Youngstrom

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Kelly Youngstrom
12717 Medallion Drive
Bakersfield, CA, 93311
5174889955

Casa Esperanza

From: Kent Halley <wordpress@esperanzabakersfield.org>
Sent: Saturday, October 03, 2020 6:39 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Kent Halley

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Kent Halley
6633 Kane way
Bakersfield, California, 93309
6613316672

Casa Esperanza

From: Kirby Conway <wordpress@esperanzabakersfield.org>
Sent: Saturday, October 10, 2020 10:30 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Kirby Conway

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Kirby Conway
6905 Savannah Falls dr.
Bakersfield, CA, 93312
661-496-8511

Casa Esperanza

From: Kristin Digirolamo <wordpress@esperanzabakersfield.org>
Sent: Friday, October 02, 2020 9:18 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Kristin Digirolamo

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Kristin Digirolamo
2103 Redmire St
Bakersfield, Ca, 93311
6612469044

Casa Esperanza

From: Lynda Homen <wordpress@esperanzabakersfield.org>
Sent: Monday, October 05, 2020 10:35 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Lynda Homen

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Lynda Homen
11106 Coachlight Ct.
Bakersfield, Ca, 93312

Casa Esperanza

From: Maggie mosher <wordpress@esperanzabakersfield.org>
Sent: Monday, October 05, 2020 5:24 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Maggie mosher

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Maggie mosher
11600 Finsbury ct
Bakersfield, Ca, 93312

Casa Esperanza

From: Maria Paine <wordpress@esperanzabakersfield.org>
Sent: Wednesday, October 14, 2020 8:58 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Maria Paine

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Maria Paine
300 Vista Verde Way
Bakersfield, CA, 93309

Casa Esperanza

From: Marla Roach <wordpress@esperanzabakersfield.org>
Sent: Wednesday, October 21, 2020 7:21 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Marla Roach

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Marla Roach
13213 San Simeon Ave.
Bakersfield, CA, 93314

Casa Esperanza

From: Maston Cunningham <wordpress@esperanzabakersfield.org>
Sent: Monday, October 05, 2020 8:23 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Maston Cunningham

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Maston Cunningham
12402 Berriedale Way
Bakersfield, CA, 93312

Casa Esperanza

From: Matt Digirolamo <wordpress@esperanzabakersfield.org>
Sent: Friday, October 02, 2020 9:19 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Matt Digirolamo

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Matt Digirolamo
2103 Redmire St
Bakersfield, Ca, 93311

Casa Esperanza

From: Melissa K Iger <wordpress@esperanzabakersfield.org>
Sent: Saturday, October 03, 2020 8:28 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Melissa K Iger

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Melissa K Iger
14508 Casitas Canyon, Rd
BAKERSFIELD, CA, 93306
6613313785

Casa Esperanza

From: Michael James <wordpress@esperanzabakersfield.org>
Sent: Wednesday, October 21, 2020 11:19 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Michael James

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Michael James
1405 Fieldspring Drive
Bakersfield, California, 93311
3077523968

Casa Esperanza

From: Nancy oneil <wordpress@esperanzabakersfield.org>
Sent: Tuesday, October 13, 2020 8:09 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Nancy oneil

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Nancy oneil
2212 F street
Bakersfield, California, 93301
6617061098

Casa Esperanza

From: Nate Murray <wordpress@esperanzabakersfield.org>
Sent: Friday, October 09, 2020 9:12 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Nate Murray

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Nate Murray
208 N 90TH AVE
YAKIMA, WA, 98908

Casa Esperanza

From: Nicoletta Jones <wordpress@esperanzabakersfield.org>
Sent: Monday, October 05, 2020 4:18 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Nicoletta Jones

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Nicoletta Jones
2815 22nd Street
Bakersfield, CA, 93301
6614312408

Casa Esperanza

From: Nile Kinney <wordpress@esperanzabakersfield.org>
Sent: Friday, October 02, 2020 8:31 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Nile Kinney

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Nile Kinney
4990 Upper River Road
Grants Pass, Oregon, 97526

Casa Esperanza

From: panda saw <wordpress@esperanzabakersfield.org>
Sent: Friday, October 02, 2020 3:18 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: panda saw

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

Casa Esperanza provides a holistic program that will serve one of the most vulnerable segments of Bakersfield's homeless population; women and children. It will be complementary to existing efforts to alleviate homelessness and holds the promise of breaking the cycle of homelessness for families. Casa Esperanza is a home, not a shelter or rehab facility. A home belongs in a residential setting.

Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

panda saw
5100 ming avenue
bakersfield, california, 93309

Casa Esperanza

From: Robert Maitia <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 08, 2020 11:13 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Robert Maitia

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Robert Maitia
7524 Calloway Drive
Bakersfield, CA, 93314
661-900-7088

Casa Esperanza

From: Roger Gamboa <wordpress@esperanzabakersfield.org>
Sent: Sunday, October 04, 2020 8:38 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Roger Gamboa

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Roger Gamboa
173 Schnaidt st.
Shafter, California, 93263

Casa Esperanza

From: Ron and Lynne Eid <wordpress@esperanzabakersfield.org>
Sent: Friday, October 16, 2020 7:47 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Ron and Lynne Eid

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Ron and Lynne Eid
4400 Milo Ave.
Bakersfield, CA, 93313

Casa Esperanza

From: Ron and Lynne Eid <wordpress@esperanzabakersfield.org>
Sent: Friday, October 16, 2020 7:45 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Ron and Lynne Eid

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Ron and Lynne Eid
4400 Milo Ave.
Bakersfield, CA, 93313

Casa Esperanza

From: Samantha Mascola <wordpress@esperanzabakersfield.org>
Sent: Monday, October 05, 2020 8:13 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Samantha Mascola

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Samantha Mascola
8728 Rollingbay Drive
Bakersfield, CA, 93312

Casa Esperanza

From: Sara Sanborn <wordpress@esperanzabakersfield.org>
Sent: Friday, October 02, 2020 9:15 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Sara Sanborn

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Sara Sanborn
5311 challenger ave
Bakersfield, California, 93312

Casa Esperanza

From: Selene Muniz <wordpress@esperanzabakersfield.org>
Sent: Tuesday, October 20, 2020 2:44 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Selene Muniz

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Selene Muniz
2411 cedar st
Bakersfield, CA, 93301
6614326651

Casa Esperanza

From: Shannon Howlett <wordpress@esperanzabakersfield.org>
Sent: Friday, October 09, 2020 5:03 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Shannon Howlett

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Shannon Howlett
2541 Beech Street
Bakersfield, CA, 93301
6613046621

Casa Esperanza

From: Shawn Tiede <wordpress@esperanzabakersfield.org>
Sent: Sunday, October 04, 2020 11:48 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Shawn Tiede

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Shawn Tiede
10319 Polo Glen Drive
Bakersfield, California, 93312

Casa Esperanza

From: Sister Marie Francis Schroepfer, CSJ <wordpress@esperanzabakersfield.org>
Sent: Monday, October 12, 2020 12:37 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Sister Marie Francis Schroepfer, CSJ

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Sister Marie Francis Schroepfer, CSJ
8200 N Laurelglen Blvd., #510
Bakersfield, CA, 93311
661 747 3041

Casa Esperanza

From: Stanley Blake <wordpress@esperanzabakersfield.org>
Sent: Monday, October 05, 2020 12:49 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Stanley Blake

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Stanley Blake
707 Meadows Street
Bakersfield, CA, 93306
6612030081

Casa Esperanza

From: Steve Roland <wordpress@esperanzabakersfield.org>
Sent: Friday, October 09, 2020 5:05 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Steve Roland

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Steve Roland
2541 Beech st
Bakersfield, Ca, 93301

Casa Esperanza

From: Steve Sanders, KC Superintendent of Schools Office <wordpress@esperanzabakersfield.org>
Sent: Saturday, October 03, 2020 8:52 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Steve Sanders, KC Superintendent of Schools Office

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Steve Sanders, KC Superintendent of Schools Office
1300 17th Street
Bakersfield, CA, 93301
6616364262

Casa Esperanza

From: Stevi Leanne Travis <wordpress@esperanzabakersfield.org>
Sent: Tuesday, October 20, 2020 2:45 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Stevi Leanne Travis

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Stevi Leanne Travis
6001 Auburn St Apt 251
Bakersfield, Kern, CA
6613724445

Casa Esperanza

From: Susie Martinez <wordpress@esperanzabakersfield.org>
Sent: Sunday, October 04, 2020 10:09 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Susie Martinez

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Susie Martinez
4224 Templeton Street
Bakersfield, California, 93312

Gregory DeWitt

From: Jim Mosher <jim.mosher@esperanzabakersfield.org>
Sent: Tuesday, October 20, 2020 10:28 AM
To: Gregory DeWitt; JULIECESARE@GMAIL.COM
Subject: FW: Letter of support

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please include for submittal to City.

Thanks,

From: Sylvia Cariker <SCariker@buckowens.com>
Sent: Tuesday, October 20, 2020 10:26 AM
To: Jim Mosher <jim.mosher@esperanzabakersfield.org>
Subject: Letter of support

Here it is.

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179
Subject: **Letter in Support of Casa Esperanza Transitional Home for Women & Children**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.
Thank you!

Sylvia Cariker
1501 Sidney Drive, Bakersfield, CA 93304

Casa Esperanza

From: Thomas Reis <wordpress@esperanzabakersfield.org>
Sent: Tuesday, October 06, 2020 12:58 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Thomas Reis

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Thomas Reis
13401 Atrium Court
Bakersfield, CA, 93314

Casa Esperanza

From: Thomas Webb <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 15, 2020 8:16 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Thomas Webb

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Thomas Webb
11511 Finsbury Ct
Bakersfield, CA, 93312

Casa Esperanza

From: Tiffany Cutler <wordpress@esperanzabakersfield.org>
Sent: Monday, October 12, 2020 11:46 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Tiffany Cutler

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Tiffany Cutler
6203 Arciero St
Bakersfield, CA, 93312
16614405620

Casa Esperanza

From: Tom Burke Chancellor Kern Community College District <wordpress@esperanzabakersfield.org>
Sent: Monday, October 19, 2020 6:57 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Tom Burke Chancellor Kern Community College District

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Tom Burke Chancellor Kern Community College District
2100 Chester Avenue
Bakersfield, CA, 93301
6613365104

Casa Esperanza

From: Vanessa Morales <wordpress@esperanzabakersfield.org>
Sent: Tuesday, October 20, 2020 2:45 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Vanessa Morales

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Vanessa Morales
2411 cedar st
Bakersfield, CA, 93301
6614326651

Casa Esperanza

From: Al Sandrini <wordpress@esperanzabakersfield.org>
Sent: Sunday, September 27, 2020 6:03 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Al Sandrini

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Al Sandrini
4616 Aviara Drive
Bakersfield, CA, 93312

Casa Esperanza

From: Alan Wade <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 8:02 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Alan Wade

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Alan Wade
11901 Tilbury Way
Bakwrsfield, Ca, 93312

Casa Esperanza

From: Allison Russom <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 8:30 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Allison Russom

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

Casa Esperanza provides a holistic program that will serve one of the most vulnerable segments of Bakersfield's homeless population; women and children. It will be complementary to existing efforts to alleviate homelessness and holds the promise of breaking the cycle of homelessness for families. Casa Esperanza is a home, not a shelter or rehab facility. A home belongs in a residential setting.

Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Allison Russom
5706 Danbury Ct
Bakersfield, CA, 93312

Casa Esperanza

From: Alyssa Cavazos <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 6:50 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Alyssa Cavazos

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Alyssa Cavazos
209 Emerald Isle Way
Bakersfield, CA, 93314

Casa Esperanza

From: Amanda Carlton <wordpress@esperanzabakersfield.org>
Sent: Friday, September 25, 2020 11:07 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Amanda Carlton

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Amanda Carlton
11606 Champions Avenue
Bakersfield, CA, 93312

Casa Esperanza

From: Andrea Allen <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 9:40 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Andrea Allen

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Andrea Allen
12605 Lanai Ave
Bakersfield, CA, 93312
6615878586

Casa Esperanza

From: Ann Marie Duquette <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 6:51 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Ann Marie Duquette

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Ann Marie Duquette
11827 Kettering Drive
Bakersfield, Ca, 93312
6615992511

Casa Esperanza

From: Anna Wells <wordpress@esperanzabakersfield.org>
Sent: Friday, September 25, 2020 11:33 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Anna Wells

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Anna Wells
13140 Arboretum Avenue
Bakersfield, CA, 93314

Casa Esperanza

From: Arturo Flores <wordpress@esperanzabakersfield.org>
Sent: Friday, September 25, 2020 4:21 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Arturo Flores

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Arturo Flores
1112 Soria View Ave
Bakersfield, California, 93307
6613193323

Casa Esperanza

From: Aubrey Antongiovanni <wordpress@esperanzabakersfield.org>
Sent: Friday, September 25, 2020 9:11 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Aubrey Antongiovanni

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Aubrey Antongiovanni
7813 Calle Espada
Bakersfield, California, 93309

Casa Esperanza

From: Barri Giumarra <wordpress@esperanzabakersfield.org>
Sent: Wednesday, September 16, 2020 9:38 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Barri Giumarra

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Barri Giumarra
6505 Yosemite place
Bakersfield, Ca, 93309
6617474948

Casa Esperanza

From: Beth Brookhart Pandol <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 6:38 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Beth Brookhart Pandol

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Beth Brookhart Pandol
6612 Iron Oak Dr
Bakersfield, CA, 93312-5045
6613028171

Casa Esperanza

From: Billie Jo Medders <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 24, 2020 1:07 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Billie Jo Medders

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Billie Jo Medders
8005 Cofte Rey
Bakersfield, CA, 93309
661-827-8704

Casa Esperanza

From: Boylan <wordpress@esperanzabakersfield.org>
Sent: Saturday, September 12, 2020 1:09 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Boylan

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Boylan
6500 Mt. Shasta Drive
Bakersfield, CA, 93309

Casa Esperanza

From: Brad & Cindy Webb <wordpress@esperanzabakersfield.org>
Sent: Friday, September 18, 2020 7:26 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Brad & Cindy Webb

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Brad & Cindy Webb
1908 Haggin Oaks Blvd
Bakersfield, CA, 93311
6618096481

Casa Esperanza

From: Brent Morel <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 6:56 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Brent Morel

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Brent Morel
13511 Phoenix palm ct
Bakersfield, CA, 93314

Casa Esperanza

From: Brianne jackson <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 6:53 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Brianne jackson

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Brianne jackson
9409 oak hills Ave
Bakersfield, California, 93312
6613316117

Casa Esperanza

From: Carlena Russom <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 8:47 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Carlena Russom

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Carlena Russom
5706 Danbury Ct
Bakersfield, CA, 93312

Casa Esperanza

From: Carol Bowman <wordpress@esperanzabakersfield.org>
Sent: Saturday, September 12, 2020 1:41 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Carol Bowman

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Carol Bowman
307 Vista Verde Way
Bakersfield, CA, 93309
6618311307

Casa Esperanza

From: Carol Lynn Montsinger <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 22, 2020 1:06 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Carol Lynn Montsinger

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Carol Lynn Montsinger
11704 Leigh River
Bakersfield, CA, 93312
9497351201

Casa Esperanza

From: Catherine Buckley <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 9:36 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Catherine Buckley

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Catherine Buckley
2517 Encina St
Bakersfield, CA, 93301

Casa Esperanza

From: Charlotte Vaughan <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 17, 2020 1:14 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Charlotte Vaughan

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Charlotte Vaughan
7012 Mesa Verde Way
Bakersfield, CA, 93309

Casa Esperanza

From: Chris Romanini <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 17, 2020 4:41 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Chris Romanini

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Thank you!

Chris Romanini
12107 Hurst Park Dr
Bakersfield, CA, 93311-8573
6616648171

Casa Esperanza

From: Christina Ubing <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 10:14 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Christina Ubing

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Christina Ubing
155 Ocean Lane Dr apt512
Key Biscayne, Fl, 33149

Casa Esperanza

From: Christine Moore <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 9:22 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Christine Moore

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Christine Moore
2307 Snowdrop
Bakersfield, CA, 93311
6613332125

Casa Esperanza

From: Christy Rudnick <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 9:27 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Christy Rudnick

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Christy Rudnick
13405 PHOENIX PALM CT
BAKERSFIELD, CA, 93314
6615494094

Casa Esperanza

From: Cindy McCann <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 8:01 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Cindy McCann

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

Casa Esperanza provides a holistic program that will serve one of the most vulnerable segments of Bakersfield's homeless population; women and children. It will be complementary to existing efforts to alleviate homelessness and holds the promise of breaking the cycle of homelessness for families. Casa Esperanza is a home, not a shelter or rehab facility. A home belongs in a residential setting.

Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Cindy McCann
5100 California Ave, Suite 201
Bakersfield, CA, 93309

Casa Esperanza

From: Coleen Peters <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 10:21 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Coleen Peters

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Coleen Peters
3204 Estes way
Bakersfield, California, 93309

Casa Esperanza

From: Curtis Lutje <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 6:42 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Curtis Lutje

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Curtis Lutje
2800 Oakley St.
Bakersfield, Ca, 93311

Casa Esperanza

From: Cynthia Cardoza <wordpress@esperanzabakersfield.org>
Sent: Friday, September 25, 2020 6:43 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Cynthia Cardoza

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Cynthia Cardoza
10304 Blythe Ct
Bakersfield, CA, 93311

Casa Esperanza

From: Dan Drake <wordpress@esperanzabakersfield.org>
Sent: Saturday, September 12, 2020 11:17 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Dan Drake

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Dan Drake
10302 Coram Dr
Bakersfield, Ca, 93311

Casa Esperanza

From: David Bell <wordpress@esperanzabakersfield.org>
Sent: Saturday, September 12, 2020 6:33 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: David Bell

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

David Bell
3324 El Encanto Court
Bakersfield, CA, 93301
6612052439

Casa Esperanza

From: David M. and Lois M. Hess <wordpress@esperanzabakersfield.org>
Sent: Saturday, September 12, 2020 8:34 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: David M. and Lois M. Hess

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

David M. and Lois M. Hess
1705 Aubusson Court
Bakersfield, CA, 93311

Casa Esperanza

From: Debbie Ross- Smith <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 9:24 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Debbie Ross- Smith

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Debbie Ross- Smith
652 Paseo Grande
San Lorenzo, Ca, 94580
5104153338

Casa Esperanza

From: Debi Besenfelder <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 8:30 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Debi Besenfelder

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Debi Besenfelder
13700 Cedar Creek Avenue
Bakersfield, California, 93314
6615878274

Casa Esperanza

From: Deborah Fabos <wordpress@esperanzabakersfield.org>
Sent: Monday, September 28, 2020 7:35 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Deborah Fabos

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Deborah Fabos
18200 Ghost Town St
Tehachapi, California, 93561
8185998618

Casa Esperanza

From: Deborah Johnson <wordpress@esperanzabakersfield.org>
Sent: Wednesday, September 30, 2020 2:31 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Deborah Johnson

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Deborah Johnson
1400 Easton Dr. Suite 102
Bakersfield, CA, 93309
6614557400

Casa Esperanza

From: DeeDee Hayslett <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 7:55 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: DeeDee Hayslett

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

DeeDee Hayslett
9110 Birch Creek Ct
Bakersfield, CA, 93312

Casa Esperanza

From: Delaney cavazos <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 10:10 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Delaney cavazos

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Delaney cavazos
11016 martingale dr
Bakersfield, Ca, 93312
6618053091

Casa Esperanza

From: Diane Goltz <wordpress@esperanzabakersfield.org>
Sent: Sunday, September 13, 2020 5:48 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Diane Goltz

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Diane Goltz
10025 Palm Avenue
Bakersfield, CA, 93312
661-204-4886

Casa Esperanza

From: Diann Moody <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 24, 2020 8:40 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Diann Moody

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Diann Moody
416 Copinsay Ct
Bakersfield, Ca, 93312
9492448892

Casa Esperanza

From: Dianne Riley <wordpress@esperanzabakersfield.org>
Sent: Friday, September 25, 2020 5:49 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Dianne Riley

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Dianne Riley
15821 Black Hawk Ave
Bakersfield, CA, 93314

Casa Esperanza

From: Dolores Whitley <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 3:49 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Dolores Whitley

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Dolores Whitley
210 El Rio Drive
Bakersfield, California, 93309

Casa Esperanza

From: DON HOFFMANN <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 17, 2020 9:08 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: DON HOFFMANN

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

DON HOFFMANN
3917 BRAEBURN DR
BAKERSFIELD, CA, 93306

Casa Esperanza

From: Donna Miller <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 10:00 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Donna Miller

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Donna Miller
12505 Grand Teton Dr
Bakersfield, CA, 93312

Casa Esperanza

From: Doris Milner <wordpress@esperanzabakersfield.org>
Sent: Monday, September 28, 2020 7:12 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Doris Milner

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Doris Milner
5705 N.W. 64th St
Warr Acres, OK, 73132
4054744883

Casa Esperanza

From: Drew Cesare <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 11:03 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Drew Cesare

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Drew Cesare
12213 Jacksonville Ave
Bakersfield, CA, 93312

Casa Esperanza

From: Edith cazares <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 9:56 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Edith cazares

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Edith cazares
6101 Dartmoor Wood Ave
Bakersfield, Ca, 93314

Casa Esperanza

From: EDNA DRAKE <wordpress@esperanzabakersfield.org>
Sent: Monday, September 14, 2020 10:40 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: EDNA DRAKE

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

EDNA DRAKE
1301 NEW STINE A2
BAKERSFIELD, CALIFORNIA, 93309

Casa Esperanza

From: Eileen Lindsay <wordpress@esperanzabakersfield.org>
Sent: Friday, September 25, 2020 5:01 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Eileen Lindsay

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Eileen Lindsay
3608 Stone Creek Ave.
Bakersfield, CA, 93313

Casa Esperanza

From: Elizabeth Ming <wordpress@esperanzabakersfield.org>
Sent: Monday, September 14, 2020 9:52 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Elizabeth Ming

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

Casa Esperanza provides a holistic program that will serve one of the most vulnerable segments of Bakersfield's homeless population; women and children. It will be complementary to existing efforts to alleviate homelessness and holds the promise of breaking the cycle of homelessness for families. Casa Esperanza is a home, not a shelter or rehab facility. A home belongs in a residential setting.

Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Elizabeth Ming
2 Fairlane Road
Bakersfield, CA, 93309
6618057434

Casa Esperanza

From: Emily Ioppini-House <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 6:59 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Emily Ioppini-House

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Emily Ioppini-House
5600 Bayshore Dr.
Bakersfield, Ca, 93312

Casa Esperanza

From: Emily Jones <wordpress@esperanzabakersfield.org>
Sent: Wednesday, September 16, 2020 6:35 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Emily Jones

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Emily Jones
11612 Morgan Hill Drive
Bakersfield, CA, 93312

Casa Esperanza

From: Evan Kartinen <wordpress@esperanzabakersfield.org>
Sent: Wednesday, September 23, 2020 1:17 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Evan Kartinen

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Evan Kartinen
109 Myrtle St
Bakersfield, California, 93304

Casa Esperanza

From: Fawn Dessy <wordpress@esperanzabakersfield.org>
Sent: Friday, September 25, 2020 11:25 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Fawn Dessy

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Fawn Dessy
1301 L Street
Bakersfield, CA, 93301
6612043011

Casa Esperanza

From: Fred Carlisle <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 17, 2020 9:57 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Fred Carlisle

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Fred Carlisle
6515 Mt. Shasta Drive
Bakersfield, California, 93309

Casa Esperanza

From: Gail DeWitt <wordpress@esperanzabakersfield.org>
Sent: Saturday, September 12, 2020 10:28 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Gail DeWitt

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Gail DeWitt
8415 Northshore Dr
Bakersfield, CA, 93312

Casa Esperanza

From: Garrett Bresson <wordpress@esperanzabakersfield.org>
Sent: Wednesday, September 16, 2020 6:28 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Garrett Bresson

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Thank you!

Garrett Bresson
5400 Spring Canyon Ct.
Bakersfield, CA, 93308

Casa Esperanza

From: George Duguid <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 2:33 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: George Duguid

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

George Duguid
8612 Bridlewood Lane
Bakersfield, California, 93311
6616641789

Casa Esperanza

From: Georgie Atkison <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 17, 2020 6:50 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Georgie Atkison

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Georgie Atkison
11916 April Ann Ave.
Bakersfield, Ca., 93312

Casa Esperanza

From: Georgina R Lorenzi <wordpress@esperanzabakersfield.org>
Sent: Friday, September 18, 2020 1:35 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Georgina R Lorenzi

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Georgina R Lorenzi
9708 Mesa Oak Drive
Bakersfield, CA, 93311
6615994006

Casa Esperanza

From: Gianna Lutje <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 10, 2020 6:16 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Gianna Lutje

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Gianna Lutje
2800 Oakley St.
Bakersfield, CA, 93311

Casa Esperanza

From: Gita Labrentz <wordpress@esperanzabakersfield.org>
Sent: Monday, September 28, 2020 2:48 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Gita Labrentz

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Gita Labrentz
34 Rincon Vista Road
Santa Barbara, CA, 93103
805-570-8000

Casa Esperanza

From: Gregory DeWitt <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 10, 2020 5:53 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Gregory DeWitt

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Gregory DeWitt
8415 Northshore Drive
Bakersfield, CA, 93312
6613045934

Casa Esperanza

From: Isabelle Roch <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 24, 2020 5:17 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Isabelle Roch

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Isabelle Roch
605 Grange Hill Court
Franklin, TN, 37067
(408) 206-8079

Casa Esperanza

From: Jack Romain <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 17, 2020 4:18 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Jack Romain

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Jack Romain
7604 Feather River Dr
Bakersfield, CA, 93308

Casa Esperanza

From: James George <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 17, 2020 10:26 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: James George

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

James George
2008 Calle Las Brisas
Bakersfield, 93309, 93309

Casa Esperanza

From: Jamie Bacon <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 9:34 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Jamie Bacon

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Jamie Bacon
8518 SUN HARBOR DR
BAKERSFIELD, CA, 93312

Casa Esperanza

From: Jan Webster <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 17, 2020 9:42 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Jan Webster

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Jan Webster
9506 Lake Superior
Bakersfield, CA, 93312
6616153692

Casa Esperanza

From: Jason Kosareff <wordpress@esperanzabakersfield.org>
Sent: Wednesday, September 16, 2020 5:29 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Jason Kosareff

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Thank you!

Jason Kosareff
15716 Marty Ave
Bakersfield, Ca, 93314
6618081671

Casa Esperanza

From: Jeanne C. Austin <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 10:56 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Jeanne C. Austin

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Thank you!

Jeanne C. Austin
6720 Iron Oak Drive
Bakersfield, CA, 93312

Casa Esperanza

From: Jeanne Maxwell <wordpress@esperanzabakersfield.org>
Sent: Friday, September 18, 2020 7:47 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Jeanne Maxwell

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Thank you!

Jeanne Maxwell
708 Polson Ct
Bakersfield, CA, 93314

Casa Esperanza

From: Jeff Burleson <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 7:39 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Jeff Burleson

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Thank you!

Jeff Burleson
15001 Cotton blossom Ave
Bakersfield, Ca, 93314

Casa Esperanza

From: Jenna moore <wordpress@esperanzabakersfield.org>
Sent: Friday, September 25, 2020 10:32 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Jenna moore

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Jenna moore
4301 elder court
Bakersfield, Ca, 93306

Casa Esperanza

From: Jennifer Drake <wordpress@esperanzabakersfield.org>
Sent: Saturday, September 12, 2020 8:26 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Jennifer Drake

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Jennifer Drake
10302 Coram Drive
Bakersfield, CA, 93311
6616651677

Casa Esperanza

From: Jennifer Sherrell <wordpress@esperanzabakersfield.org>
Sent: Wednesday, September 16, 2020 10:58 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Jennifer Sherrell

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Jennifer Sherrell
7635, Jenica St
Bakersfield, CA, 93314
6615994016

Casa Esperanza

From: Jerene Stephenson <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 24, 2020 9:24 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Jerene Stephenson

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Jerene Stephenson
7229 Lindsay Road
Bakersfield, Ca, 93313

Casa Esperanza

From: Jim Cesare <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 17, 2020 7:29 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Jim Cesare

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Jim Cesare
6756 iron oak dr
Bakersfield, CA, 93312

Casa Esperanza

From: Jim Mosher <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 10:14 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Jim Mosher

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Jim Mosher
11600 FINSBURY CT
BAKERSFIELD, CA, 93312

Casa Esperanza

From: Jo Ellen Mosher <wordpress@esperanzabakersfield.org>
Sent: Saturday, September 12, 2020 5:44 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Jo Ellen Mosher

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Jo Ellen Mosher
11600 Finsbury Ct.
Bakersfield, CA, 93312

Casa Esperanza

From: Jodi champlin <wordpress@esperanzabakersfield.org>
Sent: Friday, September 25, 2020 11:30 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Jodi champlin

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Jodi champlin
288 Sherman peak drive
Bakersfield, Ca, 93308
6614271669

Casa Esperanza

From: Jodi Fringer <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 11:48 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Jodi Fringer

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Jodi Fringer
1401 Suffolk Street
Bakersfield, CA, 93312
6613319497

Casa Esperanza

From: John Moore III <wordpress@esperanzabakersfield.org>
Sent: Friday, September 25, 2020 10:32 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: John Moore III

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

John Moore III
4301 elder court
Bakersfield, Ca, 93306

Casa Esperanza

From: JOHN RUSSELL <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 7:31 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: JOHN RUSSELL

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

JOHN RUSSELL
3003 Redwood Forest way
Bakersfield, Ca, 93314

Casa Esperanza

From: JP Masuda <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 6:50 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: JP Masuda

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

JP Masuda
209 Emerald Isle Way
Bakersfield, Ca, 93314

Casa Esperanza

From: Judith Herblet <wordpress@esperanzabakersfield.org>
Sent: Sunday, September 27, 2020 10:39 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Judith Herblet

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Judith Herblet
10108 Merriweather Dr., Unit B
Bakersfield, CA, 93311

Casa Esperanza

From: Judith Noack <wordpress@esperanzabakersfield.org>
Sent: Sunday, September 27, 2020 10:48 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Judith Noack

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Judith Noack
2901 Glenwood Ciecle
Bakersfield, CA, 93306

Casa Esperanza

From: JULIE BLACK <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 4:17 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: JULIE BLACK

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

JULIE BLACK
12200 Old Town Road
Bakersfield, CA, 93312

Casa Esperanza

From: julie cesare <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 10, 2020 6:47 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: julie cesare

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

julie cesare
6756 iron oak dr
Bakersfield, CA, 93312
6612036022

Casa Esperanza

From: Justin Hayslett <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 7:47 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Justin Hayslett

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Justin Hayslett
11312 Champions Ave
Bakersfield, CA, 93312

Casa Esperanza

From: Karen Thompson <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 9:55 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Karen Thompson

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Karen Thompson
13115 Monarch Palm Ave
Bakersfield, CA, 93314

Casa Esperanza

From: Kassi Chudy <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 4:59 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Kassi Chudy

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Kassi Chudy
9015 Belmac Ave
Bakersfield, CA, 93312

Casa Esperanza

From: Kathleen Fenn <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 2:28 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Kathleen Fenn

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Kathleen Fenn
15320 Folsom Lake Ct
Bakersfield, CA, 93314
7607022133

Casa Esperanza

From: Kathy Jo Carlisle <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 17, 2020 7:45 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Kathy Jo Carlisle

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Kathy Jo Carlisle
6702 Edmund Way
Bakersfield, CA, 93309

Casa Esperanza

From: Kathy Langston-Boyce <wordpress@esperanzabakersfield.org>
Sent: Sunday, September 13, 2020 12:54 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Kathy Langston-Boyce

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Thank you!

Kathy Langston-Boyce
4400 Country Club Drive, Unit 9
Bakersfield, CA, 93306
661-871-4133

Casa Esperanza

From: kathy torchia <wordpress@esperanzabakersfield.org>
Sent: Wednesday, September 23, 2020 1:02 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: kathy torchia

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

kathy torchia
7110 Hanover Cir
Bakersfield, CA, 93309

Casa Esperanza

From: Kayla Morel <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 6:53 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Kayla Morel

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Kayla Morel
13511 Phoenix palm ct.
Bakersfield, CA, 93314
6617474411

Casa Esperanza

From: Kelly Cesare <wordpress@esperanzabakersfield.org>
Sent: Wednesday, September 16, 2020 9:20 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Kelly Cesare

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Kelly Cesare
3800 Stine Rd
Bakersfield, Ca, 93309

Casa Esperanza

From: Kim Ivarie <wordpress@esperanzabakersfield.org>
Sent: Friday, September 18, 2020 7:29 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Kim Ivarie

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Kim Ivarie
17048 Anelura Ct
Bakersfield, CA, 93314

Casa Esperanza

From: Kim Schmidt <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 9:40 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Kim Schmidt

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

Casa Esperanza provides a holistic program that will serve one of the most vulnerable segments of Bakersfield's homeless population; women and children. It will be complementary to existing efforts to alleviate homelessness and holds the promise of breaking the cycle of homelessness for families. Casa Esperanza is a home, not a shelter or rehab facility. A home belongs in a residential setting.

Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Kim Schmidt
4708 Gorbett Lane
Bakersfield, CA, 93311-1829
(661) 487-4723

Casa Esperanza

From: Kristie Coons <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 29, 2020 4:44 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Kristie Coons

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Kristie Coons
2208 A street
Bakersfield, CA, 93301
6612032528

Casa Esperanza

From: Kristina Funderburk <wordpress@esperanzabakersfield.org>
Sent: Friday, September 25, 2020 1:33 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Kristina Funderburk

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Kristina Funderburk
3817 Abbott dr
BAKERSFIELD, California, 93312
6613774354

Casa Esperanza

From: Laura Moog <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 29, 2020 7:57 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Laura Moog

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Laura Moog
9600 Lea Oak Rd
Bakersfield, CA, 93311

Casa Esperanza

From: Lauraine Cook <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 12:32 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Lauraine Cook

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Lauraine Cook
1809 Nantes Way
Bakersfield, California, 93311

Casa Esperanza

From: Linda Mailer <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 17, 2020 7:16 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Linda Mailer

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Linda Mailer
7504 Eastdumfries Court
Bakersfield, CA, 93309
6618322147

Casa Esperanza

From: Linda Shideler <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 17, 2020 7:51 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Linda Shideler

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Linda Shideler
11907 Hannah Denise Ave
Bakersfield, Ca, 93312

Casa Esperanza

From: Lisa King <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 4:31 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Lisa King

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Lisa King
28324 Merced Avenue
WASCO, CA, 93280
6613326455

Casa Esperanza

From: Louis Gill <wordpress@esperanzabakersfield.org>
Sent: Monday, September 28, 2020 8:31 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Louis Gill

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Louis Gill
1600 E. Truxtun Ave
Bakersfield, CA, 93305
6613229199

Casa Esperanza

From: Luanne Jones <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 9:56 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Luanne Jones

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Luanne Jones
2512 Oak View Ct
Bakersfield, CA, 93311
661-664-1323

Casa Esperanza

From: Lynn Del Mundo <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 4:16 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Lynn Del Mundo

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Lynn Del Mundo
11106 Hilaire Blaise Dr., Bakersfield, CA 93311
Bakersfield, CALIFORNIA, 93311
16613304843

Casa Esperanza

From: Mandy Friesen <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 7:03 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Mandy Friesen

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Mandy Friesen
115 Calle Avenida
Bakersfield, Ca, 93314
6612013448

Casa Esperanza

From: Margaret MELLON <wordpress@esperanzabakersfield.org>
Sent: Friday, September 25, 2020 5:19 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Margaret MELLON

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Margaret MELLON
8329 Brimhall RD. Suite 801
Bakersfield, 7, 93312
6616958385

Casa Esperanza

From: Margaret Mellon <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 22, 2020 7:12 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Margaret Mellon

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Margaret Mellon
11804 Torcross Ave.
Bakersfield, California, 93312
6617038905

Casa Esperanza

From: Margaret Webb <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 4:11 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Margaret Webb

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Margaret Webb
7725 Okanagan Ct
Bakersfield, CA, 93308

Casa Esperanza

From: Margi Davis <wordpress@esperanzabakersfield.org>
Sent: Wednesday, September 23, 2020 10:55 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Margi Davis

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Margi Davis
7301 El Roble Ct.
Bakersfield, CA, 93309

Casa Esperanza

From: Marilyn Gifford <wordpress@esperanzabakersfield.org>
Sent: Friday, September 25, 2020 2:17 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Marilyn Gifford

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Marilyn Gifford
3200 Woodhaven Ct
Bakersfield, California, 93309

Casa Esperanza

From: Marissa Orozco <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 2:05 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Marissa Orozco

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Marissa Orozco
6319 Smoky Quartz drive
Bakersfield, CA, 93313

Casa Esperanza

From: Mark Ritchie <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 8:01 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Mark Ritchie

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Mark Ritchie
6304 Blue Tee Court
Bakersfield, CA, 93312

Casa Esperanza

From: Marta Borzuchowski <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 1:45 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Marta Borzuchowski

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Thank you!

Marta Borzuchowski
7857 W Manchester Ave, Unit 105
Playa Del Rey, CA, 90293
4242755936

Casa Esperanza

From: Martha Steinman <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 12:42 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Martha Steinman

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Martha Steinman
4172 Pinewood Lake Drive
Bakersfield, California, 93309
661-472-7904

Casa Esperanza

From: Mary Page <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 4:43 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Mary Page

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Mary Page
7004 Pointer ct
Bakersfield, Ca, 93309-1267

Casa Esperanza

From: Megan Dutto <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 9:08 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Megan Dutto

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Megan Dutto
6714 Aretino Way
Bakersfield, Ca, 93306
6614280888

Casa Esperanza

From: Melissa Fortune <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 29, 2020 12:57 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Melissa Fortune

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Thank you!

Melissa Fortune
1202 Fairway Drive
Bakersfield, CA, 93309

Casa Esperanza

From: Michael Gifford <wordpress@esperanzabakersfield.org>
Sent: Friday, September 25, 2020 2:16 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Michael Gifford

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

Casa Esperanza provides a holistic program that will serve one of the most vulnerable segments of Bakersfield's homeless population; women and children. It will be complementary to existing efforts to alleviate homelessness and holds the promise of breaking the cycle of homelessness for families. Casa Esperanza is a home, not a shelter or rehab facility. A home belongs in a residential setting.

Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Michael Gifford
3200 Woodhaven Ct
Bakersfield, California, 93309
6618108131

Casa Esperanza

From: Michael Grigg <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 17, 2020 9:24 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Michael Grigg

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

Casa Esperanza provides a holistic program that will serve one of the most vulnerable segments of Bakersfield's homeless population; women and children. It will be complementary to existing efforts to alleviate homelessness and holds the promise of breaking the cycle of homelessness for families. Casa Esperanza is a home, not a shelter or rehab facility. A home belongs in a residential setting.

Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Michael Grigg
12506 Tule River Way
Bakersfield, CA, 93312

Casa Esperanza

From: Mike Campbell <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 5:15 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Mike Campbell

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Mike Campbell
1004 Halterio Court
Bakersfield, Ca, 93309

Casa Esperanza

From: Mitch Cesare <wordpress@esperanzabakersfield.org>
Sent: Wednesday, September 16, 2020 6:20 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Mitch Cesare

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Mitch Cesare
10904 bahia ct
Bakersfield, California, 93311
6612036023

Casa Esperanza

From: Msgr Perry Kavookjian <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 9:55 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Msgr Perry Kavookjian

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Msgr Perry Kavookjian
12300 Reina Rd.
Bakersfield, CA, 93312
661 587-3626

Casa Esperanza

From: Nancy Brady <wordpress@esperanzabakersfield.org>
Sent: Wednesday, September 16, 2020 8:41 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Nancy Brady

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Nancy Brady
8808 O'Meara
Bakersfield, California, 93311

Casa Esperanza

From: Nancy Mandoky <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 5:27 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Nancy Mandoky

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

Casa Esperanza provides a holistic program that will serve one of the most vulnerable segments of Bakersfield's homeless population; women and children. It will be complementary to existing efforts to alleviate homelessness and holds the promise of breaking the cycle of homelessness for families. Casa Esperanza is a home, not a shelter or rehab facility. A home belongs in a residential setting.

Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Nancy Mandoky
681 Mildred Avenue
Venice, CA, 90291

Casa Esperanza

From: Nicole vigil <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 7:17 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Nicole vigil

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

Casa Esperanza provides a holistic program that will serve one of the most vulnerable segments of Bakersfield's homeless population; women and children. It will be complementary to existing efforts to alleviate homelessness and holds the promise of breaking the cycle of homelessness for families. Casa Esperanza is a home, not a shelter or rehab facility. A home belongs in a residential setting.

Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Nicole vigil
2813 Oakley St
Bakersfield, CA, 93311
9162767731

Casa Esperanza

From: Pam Dougherty <wordpress@esperanzabakersfield.org>
Sent: Wednesday, September 16, 2020 7:00 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Pam Dougherty

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

Casa Esperanza provides a holistic program that will serve one of the most vulnerable segments of Bakersfield's homeless population; women and children. It will be complementary to existing efforts to alleviate homelessness and holds the promise of breaking the cycle of homelessness for families. Casa Esperanza is a home, not a shelter or rehab facility. A home belongs in a residential setting.

Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Pam Dougherty
12904 Hillary Way
Bakersfield, CA, 93314

Casa Esperanza

From: Pamela Valdez <wordpress@esperanzabakersfield.org>
Sent: Sunday, September 27, 2020 12:09 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Pamela Valdez

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

Casa Esperanza provides a holistic program that will serve one of the most vulnerable segments of Bakersfield's homeless population; women and children. It will be complementary to existing efforts to alleviate homelessness and holds the promise of breaking the cycle of homelessness for families. Casa Esperanza is a home, not a shelter or rehab facility. A home belongs in a residential setting.

Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Pamela Valdez
14229 Cedar Creek Ave
Bakersfield, Ca, 93314

Casa Esperanza

From: Pat Cowles <wordpress@esperanzabakersfield.org>
Sent: Monday, September 28, 2020 8:32 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Pat Cowles

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

Casa Esperanza provides a holistic program that will serve one of the most vulnerable segments of Bakersfield's homeless population; women and children. It will be complementary to existing efforts to alleviate homelessness and holds the promise of breaking the cycle of homelessness for families. Casa Esperanza is a home, not a shelter or rehab facility. A home belongs in a residential setting.

Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Pat Cowles
2410 Buena Vista St.
Bakersfield, Ca., 93304

Casa Esperanza

From: Pat Cowles <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 17, 2020 9:05 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Pat Cowles

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Pat Cowles
2410 Buena Vista St.
Bakersfield, Ca., 93304

Casa Esperanza

From: Patricia Campbell <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 5:13 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Patricia Campbell

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Patricia Campbell
1004 Halterio Court
Bakersfield, CA, 93308

Casa Esperanza

From: Patricia Young <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 24, 2020 9:14 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Patricia Young

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Patricia Young
7608 Avenida Valedor
Bakersfield, CA, 93309
6618369927

Casa Esperanza

From: Patrick Marchbanks <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 10:23 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Patrick Marchbanks

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

Casa Esperanza provides a holistic program that will serve one of the most vulnerable segments of Bakersfield's homeless population; women and children. It will be complementary to existing efforts to alleviate homelessness and holds the promise of breaking the cycle of homelessness for families. Casa Esperanza is a home, not a shelter or rehab facility. A home belongs in a residential setting.

Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Patrick Marchbanks
2402 Exton
Bakersfield, Ca, 93311

Casa Esperanza

From: Patrick MELLON <wordpress@esperanzabakersfield.org>
Sent: Friday, September 25, 2020 5:19 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Patrick MELLON

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Patrick MELLON
11804 Torcross Ave
Bakersfield, CA, 93312
16617038904

Casa Esperanza

From: Phil and Diane Frailey <wordpress@esperanzabakersfield.org>
Sent: Saturday, September 12, 2020 6:18 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Phil and Diane Frailey

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Phil and Diane Frailey
3530 Sewell Street
Bakersfield, CA, 93314

Casa Esperanza

From: Raymonda Burnham Marquez <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 3:39 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Raymonda Burnham Marquez

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

Casa Esperanza provides a holistic program that will serve one of the most vulnerable segments of Bakersfield's homeless population; women and children. It will be complementary to existing efforts to alleviate homelessness and holds the promise of breaking the cycle of homelessness for families. Casa Esperanza is a home, not a shelter or rehab facility. A home belongs in a residential setting.

Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Raymonda Burnham Marquez
9707 Harvey Court
Bakersfield, California, 93312

Casa Esperanza

From: Richard A Young <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 2:19 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Richard A Young

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Richard A Young
7608 Avenida Valedor
Bakersfiel, CA, 93309
6618369927

Casa Esperanza

From: Robert Campbell-Taylor <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 17, 2020 10:22 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Robert Campbell-Taylor

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Robert Campbell-Taylor
1241 Tam O Shanter Dr.
Bakersfield, ca, 93309

Casa Esperanza

From: Robert William Hawkes <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 24, 2020 7:45 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Robert William Hawkes

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Robert William Hawkes
14120 Ebrington Drive
Bakersfield, CA, 93311
6613646134

Casa Esperanza

From: Rochelle Anzaldo <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 24, 2020 7:12 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Rochelle Anzaldo

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Rochelle Anzaldo
905 Calzada Court
Bakersfield, California, 93309
6613031354

Casa Esperanza

From: Ron Black <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 4:18 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Ron Black

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Ron Black
12200 Old Town Road
Bakersfield, CA, 93312

Casa Esperanza

From: Roy Stephenson <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 24, 2020 9:25 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Roy Stephenson

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Roy Stephenson
7229 Lindsay Road
Bakersfield, Ca, 93313

Casa Esperanza

From: Sandy DeMartino Kiesel <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 11:39 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Sandy DeMartino Kiesel

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

Casa Esperanza provides a holistic program that will serve one of the most vulnerable segments of Bakersfield's homeless population; women and children. It will be complementary to existing efforts to alleviate homelessness and holds the promise of breaking the cycle of homelessness for families. Casa Esperanza is a home, not a shelter or rehab facility. A home belongs in a residential setting.

Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Sandy DeMartino Kiesel
300 Montalvo Drive
Bakersfield, CA, 93309
6618342047

Casa Esperanza

From: Scott Crosby <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 8:30 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Scott Crosby

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Scott Crosby
5706 Danbury Ct
Bakersfield, CA, 93312

Casa Esperanza

From: Sharon Borradori <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 12:11 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Sharon Borradori

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Sharon Borradori
600 Browning Ct
Bakersfield, CA, 93309
6613192098

Casa Esperanza

From: Sharon Lutje <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 12:13 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Sharon Lutje

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Sharon Lutje
3033 W 9650 N
Deweyville, Utah, 84309

Casa Esperanza

From: Shirley Castro <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 24, 2020 7:39 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Shirley Castro

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Shirley Castro
9917 Stockholm Place
Bakersfield, CA, 93306

Casa Esperanza

From: Shirley Eide <wordpress@esperanzabakersfield.org>
Sent: Saturday, September 12, 2020 6:32 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Shirley Eide

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Shirley Eide
3324 El Encanto Court
Bakersfield, California, 93301

Casa Esperanza

From: Sister Sherry Dolan <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 17, 2020 5:21 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Sister Sherry Dolan

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Sister Sherry Dolan
19180 Wimbledon Way
Bakersfield, CA – California, 93306-9723
6507039821

Casa Esperanza

From: Staci Allison <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 10:41 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Staci Allison

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Staci Allison
6952 Iron Oak Dr
Bakersfield, CA, 93312

Casa Esperanza

From: Steve and Kathy Crawford <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 1:01 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Steve and Kathy Crawford

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Steve and Kathy Crawford
2105 Sully Ct
Baketsfield, ca, 93311
6616647568

Casa Esperanza

From: Steve Holloway <wordpress@esperanzabakersfield.org>
Sent: Saturday, September 12, 2020 6:35 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Steve Holloway

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Steve Holloway
3701 Crest Dr
Bakersfield, California, 93306

Casa Esperanza

From: Steven cavazos <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 10:10 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Steven cavazos

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Steven cavazos
11016 martingale dr
Bakersfield, Ca, 93312

Casa Esperanza

From: Susan Anspach <wordpress@esperanzabakersfield.org>
Sent: Saturday, September 12, 2020 5:43 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Susan Anspach

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Susan Anspach
13111 Induran Drive
Bakersfield, CA, 93314

Casa Esperanza

From: Talia Rubino <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 6:56 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Talia Rubino

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Talia Rubino
1327 Grand Ave
San Diego, CA, 92109

Casa Esperanza

From: Terri Jamieson <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 17, 2020 4:07 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Terri Jamieson

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Terri Jamieson
7600 Calle Cerca
Bakersfield, CA, 93309

Casa Esperanza

From: Toni Harper <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 12:25 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Toni Harper

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Toni Harper
15701 Tradition CT
Bakersfield, CA, 93314
6614446979

Casa Esperanza

From: Tony Urzanqui <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 22, 2020 7:45 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Tony Urzanqui

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Tony Urzanqui
13104 Fall River Place
Bakersfield, CA, 93314

Casa Esperanza

From: Tracy Burrell <wordpress@esperanzabakersfield.org>
Sent: Wednesday, September 16, 2020 9:41 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Tracy Burrell

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Tracy Burrell
7401 Hilton Head Way #20
Bakersfield, Ca., 93309

Casa Esperanza

From: Vicki Li <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 17, 2020 8:03 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Vicki Li

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Vicki Li
2403 Crocus Drive
Bakersfield, California, 93311
6616659979

Casa Esperanza

From: Virginia Hall <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 11:46 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Virginia Hall

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Virginia Hall
10201 Glenn Street
Bakersfield, California, 93312

From: Kristie
To: City Council
Subject: Councilman Gray, Ward 6 re: Hearing on Conditional Use Permit for Casa Esperanza
Date: Tuesday, January 19, 2021 2:52:17 PM

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

Dear Councilman Gray:

I wish to speak in support of approving the Conditional Use Permit the Bakersfield Planning Commission granted Casa Esperanza Transitional Home. I sit on two Housing Authority of Kern non-profit boards: GEAHI, and GEAHI ll. Our boards develop housing for both low-income and homeless individuals; however, our city needs a diversity of landlords, agencies, and non-profits offering housing to the homeless, in various configurations throughout the city, in order to effectively address our homeless population issues.

The proposed location of Casa Esperanza, across the street from Bakersfield College and in close proximity to a GET bus hub is ideal. It is a currently dilapidated house blighting that part of the neighborhood. The Casa Esperanza Board proposes to house six homeless mothers and their children, who are the most likely to succeed in supportive housing: willing to be housed upon a contracted agreement to abide by house rules, agreeable to accept mentoring, interested in improving their employability, and in progressing on to permanent housing.

My husband and I live downtown in Old Westchester. In our daily walks downtown and on our neighborhood streets we encounter homeless individuals everywhere. We clearly see the enormity of the challenge of providing shelter and housing to many of these individuals.

Please do not fail to offer this excellent opportunity to house six homeless women and their children eager and willing to accept the housing offered by Casa Esperanza.

Thank you,

Kristie & Bob Coons

2208 A Street, 93301

Kristie Coons Every moment is an organizing opportunity, every person a potential activist, every minute a chance to change the world --Dolores Huerta

From: Kristie
To: City Council
Subject: Councilman Freeman, Ward 5 re: Hearing on Conditional Use Permit for Casa Esperanza
Date: Tuesday, January 19, 2021 2:48:02 PM

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

Dear Councilman Freeman:

I wish to speak in support of approving the Conditional Use Permit the Bakersfield Planning Commission granted Casa Esperanza Transitional Home. I sit on two Housing Authority of Kern non-profit boards: GEAHI, and GEAHI ll. Our boards develop housing for both low-income and homeless individuals; however, our city needs a diversity of landlords, agencies, and non-profits offering housing to the homeless, in various configurations throughout the city, in order to effectively address our homeless population issues.

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Thank you,

Kristie & Bob Coons

2208 A Street, 93301

From: Kristie
To: City Council
Subject: Councilman Smith, Ward 4 re: Hearing on Conditional Use Permit for Casa Esperanza
Date: Tuesday, January 19, 2021 2:46:18 PM

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

Dear Councilman Smith:

I wish to speak in support of approving the Conditional Use Permit the Bakersfield Planning Commission granted Casa Esperanza Transitional Home. I sit on two Housing Authority of Kern non-profit boards: GEAHI, and GEAHI ll. Our boards develop housing for both low-income and homeless individuals; however, our city needs a diversity of landlords, agencies, and non-profits offering housing to the homeless, in various configurations throughout the city, in order to effectively address our homeless population issues.

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Please do not fail to offer this excellent opportunity to house six homeless women and their children eager and willing to accept the housing offered by Casa Esperanza.

Thank you,

Kristie & Bob Coons

2208 A Street, 93301

From:	Kristie
To:	City Council
Subject:	Councilman Weir, 3rd Ward re: Hearing for conditional use permit for Casa Esperanza
Date:	Tuesday, January 19, 2021 2:44:36 PM

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

Dear Coucilman Weir:

I wish to speak in support of approving the Conditional Use Permit the Bakersfield Planning Commission granted Casa Esperanza Transitional Home. I sit on two Housing Authority of Kern non-profit boards: GEAHI, and GEAHI II. Our boards develop housing for both low-income and homeless individuals; however, our city needs a diversity of landlords, agencies, and non-profits offering housing to the homeless, in various configurations throughout the city, in order to effectively address our homeless population issues.

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Please do not fail to offer this excellent opportunity to house six homeless women and their children eager and willing to accept the housing offered by Casa Esperanza.

Thank you,

Kristie & Bob Coons

2208 A Street, 93301

From: Kristie
To: City Council
Subject: Councilman Gonzales, Ward 2; re: Hearing on conditional use permit for Casa Esperanza
Date: Tuesday, January 19, 2021 2:42:54 PM

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

Dear Andrae:

I wish to speak in support of approving the Conditional Use Permit the Bakersfield Planning Commission granted Casa Esperanza Transitional Home. I sit on two Housing Authority of Kern non-profit boards: GEAHI, and GEAHI II. Our boards develop housing for both low-income and homeless individuals; however, our city needs a diversity of landlords, agencies, and non-profits offering housing to the homeless, in various configurations throughout the city, in order to effectively address our homeless population issues.

The proposed location of Casa Esperanza, across the street from Bakersfield College and in close proximity to a GET bus hub is ideal. It is a currently dilapidated house blighting that part of the neighborhood. The Casa Esperanza Board proposes to house six homeless mothers and their children, who are the most likely to succeed in supportive housing: willing to be housed upon a contracted agreement to abide by house rules, agreeable to accept mentoring, interested in improving their employability, and in progressing on to permanent housing.

My husband and I live downtown in Old Westchester. In our daily walks downtown and on our neighborhood streets we encounter homeless individuals everywhere. We clearly see the enormity of the challenge of providing shelter and housing to many of these individuals.

Please do not fail to offer this excellent opportunity to house six homeless women and their children eager and willing to accept the housing offered by Casa Esperanza.

Thank you,

Kristie & Bob Coons

2208 A Street, 93301

From:	julie cesare
To:	City_Clerk
Subject:	Casa Esperanza - agenda item 10.b
Date:	Tuesday, January 19, 2021 6:48:57 PM
Attachments:	CE 2020 budget jc 2021.xlsx

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

Members of Bakersfield City Council
Mayor Karen Goh
Eric Arias – Ward 1
Andrae Gonzales – Ward 2
Ken Weir – Vice Mayor, Ward 3
Bob Smith – Ward 4
Bruce Freeman – Ward 5
Patty Gray – Ward 6
Chris Parlier – Ward 7

Dear Honorable Mayor and City Council Members:

It has come to our attention that some City Council Members are interested in our financials. We presently have $676,000 in the bank, and good prospects for donations. We will not open our home until we have purchased and renovated the home with cash, and we have two years of annual expenses on hand and a revenue stream to support our operating budget. I have attached our budget.

This is the right program, the right location at the right time. Thank you for your consideration.

Julie Cesare
Casa Esperanza
Board Chair Person

CASA ESPERANZA
ANNUAL BUDGET
FISCAL YEAR - JULY 2020 - JUNE 2021

	2019-2020 ACTUAL	2020-2021 PROPOSED
REVENUE:		
Direct Public Support		
Contributions	$ 296,128	$ 150,000
Grants		$ 10,000
In-Kind Contributions	$ -	$ -
Total Direct Support:	$ 296,128	$ 160,000
Events - Hearts of Hope		
Sponsorships	$ 18,000	$ 25,000
Donations	$ 7,530	$ 10,000
Tickets	$ 8,000	$ 10,000
Auction	$ 31,660	$ 50,000
Total Event Revenue:	$ 65,190	$ 95,000
Miscellaneous Revenue	$ 23	$ 50
Interest Income	$ 3,164	$ 1,000
Total Revenue:	$ 364,505	$ 256,050
EXPENSES:		
Business Expense		
Registration Fees	$ 50	$ 50
Insurance	$ 1,310	$ 1,400
Membership & Dues	$ 250	$ 250
Books, Subscriptions	$ 160	$ 200
Office Supplies	$ 186	$ 200
Bank, Other Fees	$ 130	$ 150
Total Business Expense:	$ 2,086	$ 2,250
Marketing Expense		
Advertising		
Consulting	$ 2,000	
Database Program	$ 420	$ 420
Telephone, Communications		
Postage & Mailing	$ 277	$ 300
Printing & Copying	$ 3,152	$ 2,000
Website, Social Media Expense	$ -	$ -
Total Marketing Expense:	$ 5,849	$ 2,720

Event Expense:					
Catering/Dinner	$	3,260	$ 12,000		
Gifts/Certificates	$	550			
Rentals	$	-	$ -		
Printing & Copying	$	738	$ 1,000		
Postage & Mailing	$	30	$ 40		
Bank/Paypal	$	296	$ 500		
Auctioneer	$	1,500	$ 2,500		
Auction Software	$	1,438	$ 1,500		
Decorating/Cleanup	$	-	$ 500		
Miscellaneous	$	-	$ 250		
Total Event Expense:	$	7,812	$ 18,290		
Program Expense					Annual Prog
Salary & Benefits - Program Director			$ 46,800	6 months	$ 93,600
Salary & Benefits - Clerical			$ 18,000		$ 36,000
Salary & Bebefits Resident Assistant			$ 15,000		$ 30,000
Groceries & Supplies			$ 23,760		$ 47,520
Repair & Maintenance			$ 1,200		$ 2,400
Utilities			$ 7,200		$ 14,400
Property Taxes			$ 2,500		$ 5,000
Insurance - Homeowners			$ 1,050		$ 2,100
Insurance - Liability & WC			$ 500		$ 1,000
Security			$ 1,200		$ 2,400
Transportation			$ 6,000		$ 12,000
Office Supplies			$ 600		$ 1,200
Promotion & Neighbor Relations			$ 600		$ 1,200
Education & Training					$ -
Miscellaneous			$ 600		$ 1,200
Total Program Expense:			$ 125,010		$ 250,020
Total Expense:	$	15,747	$ 148,270		
Net Income	$	348,758	$ 107,780		

From:	Brbpatr5
To:	City Council
Subject:	Casa Esperanza CUP Application
Date:	Friday, January 15, 2021 2:00:16 PM
Attachments:	CasaEsperanzaCUP.docx

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

Please find the attached comment letter re: CUP application for Casa Esperanza.

Barbara Patrick

Barbara Patrick
7305 Calle Los Manzanos
Bakersfield CA 93309

January 15, 2021

To: the Vice-Mayor and the members of the Bakersfield City Council

Re: Casa Esperanza Transitional Home for Women

Dear Vice-Mayor and Council members:

I understand that very soon a Conditional Use Permit application for Casa Esperanza will come before you. I am writing to encourage your approval. As a former Board member of Casa Esperanza, I am intimately informed of the benefit it will provide to the women and children who will be living there. I have visited Alexandria House in Los Angeles, the model for Casa Esperanza. I have personally seen the positive results of working with aspiring women who are homeless. These women need a place to begin their transition to becoming self-sufficient. Casa Esperanza will accept women who have been referred by other agencies. These are women who need a period of time to become employed again, train for a new career, save for the time when they can live independently with their children. This is NOT a halfway house or a drug rehabilitation facility. These are women who have been vetted by other agencies and show promise. They need some recovery time in order to move into independence.

I have seen the property in question at the corner of Panorama and Haley. It is nothing short of an eyesore. The supporters of Casa Esperanza have pledged to totally rehabilitate the property inside and out. I understand that this large property has had several uses in its' past. I know that the community leaders that are bringing this project before you will ensure that this becomes a model facility that enhances the property and the neighborhood.

I know that our elected officials in Bakersfield and Kern County are working hard to address homelessness in our community. That is clear. Casa Esperanza is a private organization that is committed to doing its' part to eradicate homelessness with an innovative and well-proven model. To move homeless women and their children into independence is something that should be applauded. Leaders at Casa Esperanza have pledged to enhance the property and provide secure housing for women who need "a hand up". It should be supported.

Thank you so much for your consideration of this CUP.

Sincerely,

Barbara Patrick

From: Kristie
To: City Council
Subject: Councilman Parlier, Ward 7 re; Hearing on Conditional Use Permit for Casa Esperanza
Date: Tuesday, January 19, 2021 2:55:15 PM

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

Dear Councilman Parlier:

I wish to speak in support of approving the Conditional Use Permit the Bakersfield Planning Commission granted Casa Esperanza Transitional Home. I sit on two Housing Authority of Kern non-profit boards: GEAHI, and GEAHI II. Our boards develop housing for both low-income and homeless individuals; however, our city needs a diversity of landlords, agencies, and non-profits offering housing to the homeless, in various configurations throughout the city, in order to effectively address our homeless population issues.

The proposed location of Casa Esperanza, across the street from Bakersfield College and in close proximity to a GET bus hub is ideal. It is a currently dilapidated house blighting that part of the neighborhood. The Casa Esperanza Board proposes to house six homeless mothers and their children, who are the most likely to succeed in supportive housing: willing to be housed upon a contracted agreement to abide by house rules, agreeable to accept mentoring, interested in improving their employability, and in progressing on to permanent housing.

My husband and I live downtown in Old Westchester. In our daily walks downtown and on our neighborhood streets we encounter homeless individuals everywhere. We clearly see the enormity of the challenge of providing shelter and housing to many of these individuals.

Please do not fail to offer this excellent opportunity to house six homeless women and their children eager and willing to accept the housing offered by Casa Esperanza.

Thank you,

Kristie & Bob Coons

2208 A Street, 93301

From: Kristie
To: City Council
Subject: Eric Arias, Ward 1 re: Public Hearing B on Casa Esperanza Transitional Home for Women
Date: Tuesday, January 19, 2021 2:40:09 PM

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

Dear Councilman Arias:

I wish to speak in support of approving the Conditional Use Permit the Bakersfield Planning Commission granted Casa Esperanza Transitional Home. I sit on two Housing Authority of Kern non-profit boards: GEAHI, and GEAHI II. Our boards develop housing for both low-income and homeless individuals; however, our city needs a diversity of landlords, agencies, and non-profits offering housing to the homeless, in various configurations throughout the city, in order to effectively address our homeless population issues.

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Thank you,

Kristie & Bob Coons

2208 A Street, 93301

From:	Jamie Hall
To:	City Clerk
Cc:	City Council
Subject:	Appeal of Conditional Use Permit No. 20-0179 for Transitional Home for Women & Children Located at 1421Panorama Drive
Date:	Wednesday, January 20, 2021 1:48:49 PM
Attachments:	FINAL Letter re Panorama Transitional Home .pdf

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

Dear City Clerk:

This firm represents Friends of Panorama ("FOP") with regard to the proposed "Transitional Home" to be located at 1421 Panorama Drive ("Project") . The attached letter is intended to inform the City of Bakersfield ("City") that the Project is not exempt from the California Environmental Quality and that the City is required to conduct environmental review before approval of the Conditional Use Permit ("CUP") for the Project. Additionally, this letter is intended to inform the City that the Project as described cannot be approved as a "roominghouse" because it exceeds what such a use allows.

Please ensure this letter is transmitted to the City Council prior to tonight's meeting.

Jamie T. Hall
Channel Law Group, LLP
8383 Wilshire Blvd., Suite 750
Beverly Hills, CA 90211
Main Number: (310) 347-0050
Direct: (310) 982-1760
Fax: (323) 723-3960
Email:jamie.hall@channellawgroup.com
Website: www.channellawgroup.com

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Channel Law Group, LLP

8383 Wilshire Blvd.
Suite 750
Beverly Hills, CA 90211

Phone: (310) 347-0050
Fax: (323) 723-3960
www.channellawgroup.com

JULIAN K. QUATTLEBAUM, III
JAMIE T. HALL *
CHARLES J. McLURKIN

Writer's Direct Line: (310) 982-1760
jamie.hall@channellawgroup.com

*ALSO Admitted in Texas

January 20, 2020

VIA ELECTRONIC MAIL

City Council
City of Bakersfield
1600 Truxtun Avenue
Bakersfield, CA 93301
city_council@bakersfieldcity.us
city_clerk@bakersfieldcity.us

Re: Appeal of Conditional Use Permit No. 20-0179 for Transitional Home for Women & Children Located at 1421 Panorama Drive

Honorable Members of the Bakersfield City Council:

This firm represents Friends of Panorama ("FOP") with regard to the proposed "Transitional Home" to be located at 1421 Panorama Drive ("Project") . This letter is intended to inform the City of Bakersfield ("City") that the Project is not exempt from the California Environmental Quality and that the City is required to conduct environmental review before approval of the Conditional Use Permit ("CUP") for the Project. Additionally, this letter is intended to inform the City that the Project as described cannot be approved as a "roominghouse" because it exceeds what such a use allows.

I. The Project

The Staff Report prepared for the Planning Commission hearing describes the Project as follows: "The project is a request for a conditional use permit to allow a roominghouse to accommodate six residents (women) and their minor children, and one on-site resident assistant in the R-1 (One-Family Dwelling Zone) district." The Staff Report further states that the "Casa Esperanza Transitional Home for Women & Children ("Casa Esperanza") will operate a roominghouse as a residential housing program providing support for up to six homeless women and their minor children while transitioning to economic stability and permanent housing. The project is designed to be a home where residents live in a family-like setting while acquiring the

counseling, and job/life skills necessary for a sustainable transition to the job market and permanent housing."

II. The City's Purported Exemptions

Staff contends that the Project is exempt from the provisions of the California Environmental Quality Act ("CEQA"). Specifically, staff contends that the Project qualifies as a Class 3 project which is reserved for certain types of new construction or the conversion of small structures.

III. Applicable Law Regarding Use of Categorical Exemptions

CEQA contains various classes of categorical exemptions for projects that are unlikely to have environmental impacts. See Pub. Res. Code §21084, CEQA Guidelines § 15354. These exemptions are to be *construed narrowly* and are not to be expanded beyond the scope of their plain language. See *Save Our Carmel River v. Monterey Peninsula Water Mgmt. Dist.* (2006) 141 Cal.App.4th 677, 697; *Castaic Lake Water Agency v. City of Santa Clarita* (1995) 41 Cal.App.4th 1257; *Wildlife Alive v. Chickering* (1976) 18 Cal.3d 190, 205; *Don't Cell Our Parks v. City of San Diego* (2018) 21 Cal.App.5th 338, 358. They must also be construed in light of their statutory authorization, which limits such exemptions to classes of projects that have been determined not to have significant effects on the environment – ensuring categorical exemptions are interpreted in a manner affording the greatest environmental protection. *Azusa Land Reclamation Co. v. Main San Gabriel Basin Watermaster* (1997) 52 Cal.App.4th 1165, 1192; see also *Save our Sch. v. Barstow Unified Sch. Distr. Bd. Of Educ.* (2015) 240 Cal.App.4th 128, 140; *Cnty. of Amador v. El Dorado Cnty. Water Agency* (1999) 76 Cal.App.4th 931, 966.

When determining if a project falls within a specific class of categorical exemption, courts generally look to the list of examples listed under the CEQA Guidelines, and reject the use of the exemption when the activity is not similar to the listed examples. *Cal. Farm v. Cal. Wildlife* (2006) 143 Cal.App.4th 173, 189–193 (rejecting Class 4, 13, and categorical exemptions on basis of dissimilarity to listed examples); *Azusa Land Reclamation Co. v. Main San Gabriel Basin Watermaster, supra*, at pp. 1193–1195 (rejecting Class 1 or Class 4 categorical exemptions). Further, "[w]here the issue turns on an interpretation of the language of the Guidelines or the scope of a particular CEQA exemption, this presents 'a question of law, subject to de novo review by this court.' [Citation.] Our task is 'to determine whether, as a matter of law, the [project] met the definition of a categorically exempt project.' " *Save Our Carmel River v. Monterey Peninsula Water Management Dist.* (2006) 141 Cal.App.4th 677, 693.

A project falling within a categorical exemption may nevertheless require environmental review if the project is subject to exceptions-to-the-exemptions listed under CEQA Guidelines § 15300.2, including projects involving: (a) locations involving environmental resources of hazardous or critical concern, (b) significant cumulative impact of successive projects of the same type in the same place, (c) reasonable possibility of significant environmental impacts due to unusual circumstances, (d) damage to scenic resources on State scenic highways, (e) locations listed as a hazardous waste site, or (f) substantial adverse changes to a historical resource. The unusual circumstances exception applies where either: (1) the project presents an unusual circumstance (subject to substantial evidence standard), and there is a reasonable possible significant environmental impact resulting from that unusual circumstance (subject to fair argument standard); or (2) the project will have a significant environmental effect (supported by

substantial evidence). *Berkeley Hillside Pres. v. City of Berkeley* (2015) 60 Cal.4th 1086, 1105; *Walters v. City of Redondo Beach* (2016) 1 Cal.App.5th 809, 820. Furthermore, when making an exemption determination, an agency may not ignore evidence of an unusual circumstance creating a reasonable possibility of a significant impact. See *Comm. to Save Hollywoodland Specific Plan v. City of Los Angeles* (2008) 161 Cal.App.4th 1168, 1187 (approval set aside where City failed to consider proffered evidence regarding historic wall).

IV. The Project is Not Exempt from CEQA as a Class 3 Project

The Class 3 Exemption states in pertinent part: "Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The numbers of structures described in this section are the maximum allowable on any legal parcel. Examples of this exemption include but are not limited to: ... (a) One single-family residence, or a second dwelling unit in a residential zone. In urbanized areas, up to three single-family residences may be constructed or converted under this exemption. (b) A duplex or similar multi-family residential structure totaling no more than four dwelling units. In urbanized areas, this exemption applies to apartments, duplexes, and similar structures designed for not more than six dwelling units." 14 CCR § 15303.

The Project does not fall within the examples provided at CEQA Guidelines 15303. According to the Staff Report, the proposed roominghouse will "accommodate six residents (women) and their minor children, and one on-site resident assistant in the R-1 (One-Family Dwelling Zone) district." A roominghouse is more akin to a multi-family dwelling than a single family residence. However, the example provided at CEQA Guidelines 15303(b) is also not applicable because it is limited to multi-family residential structures totaling "no more than four dwelling units." A roominghouse that will accommodate 6 residents, minor children and a staff member certainly exceeds the "four dwelling unit" threshold provided by the example in the Guidelines. A change in use from a single family use to a multi-family use of this size simply does not qualify for a Class 3 exemption. All of the normal impacts that flow from a multi-family dwelling are equally applicable and reasonably foreseeable. They include, but are not limited to, increased traffic and noise.[1] These impacts also constitute unusual circumstances which prevent the City from deeming the Project exempt from CEQA as a Class 3 project.

It should also be noted that the applicant will be required to remedy the illegal construction that has taken place. There is absolutely no guarantee that a building permit can be obtained and signed off by City inspectors for something previously constructed – far more construction may be required than the applicant and the City is disclosing in the Staff Report. Finally, while CEQA Guidelines Section 15303 provides for an exemption for " conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure," the City cannot stretch this exemption to include activity that goes beyond the examples provided for in the Guidelines. The Natural Resources Agency has specifically excluded multi-family residential structures that have more than four dwelling units.

---

[1] As early as 1957, the American Society of Planning Officials[1] was warning planning professionals about the negative impacts of boarders and roominghouses. See https://planning-org-uploaded-media.s3.amazonaws.com/legacy_resources/pas/at60/pdf/report105.pdf

V. The City Cannot Approve the Project with a CUP as a "Roominghouse"

The Project contemplates on-site supportive services which are not authorized as a "roominghouse." As noted in the Staff Report, the Bakersfield Municipal Code defines a roominghouse as: *"a building containing three or more guestrooms, used, designed, or intended to be used, let or hired, to be occupied or which are occupied by three or more individuals with or without meals, for compensation, as permanent guests pursuant to a previous arrangement for compensation for definite periods, by the month or greater term, and in which rooms are not occupied by, nor meals served, to transients."* The Staff Report specifically notes that residents are required to follow "house rules" which include the following:

- Residents must participate in verifiable daily activities, including work, job search, and/or classes and *training* that are designed to lead to stable employment, a steady income

- Residents must participate in a *structured program of individual counseling/therapy* and provide verification of attendance.

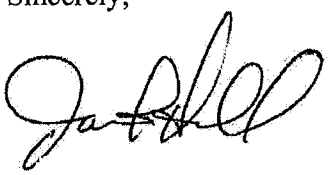
- Residents shall participate in *weekly house meetings* and must agree to be present for family dinner Monday through Thursday.

While the applicant has stated that "most" of these services will be provided off-site, this statement necessarily contemplates that "some" of the services will indeed be provided on site. The City cannot approve a CUP that authorizes activity that exceeds what is allowed as a "roominghouse." The code simply does not allow for the supportive services that are contemplated in the "house rules." The City would be violating its own Municipal Code and General Plan by approving a CUP in this instance. The applicant would need to obtain the appropriate entitlement in order to authorize this use (perhaps a zone change).

VI. Conclusion

For the aforementioned reasons, the Appeal should be granted and the Project denied. I may be contacted at 310-982-1760 or at jamie.hall@channellawgroup.com if you have any questions, comments or concerns.

Sincerely,



Jamie T. Hall

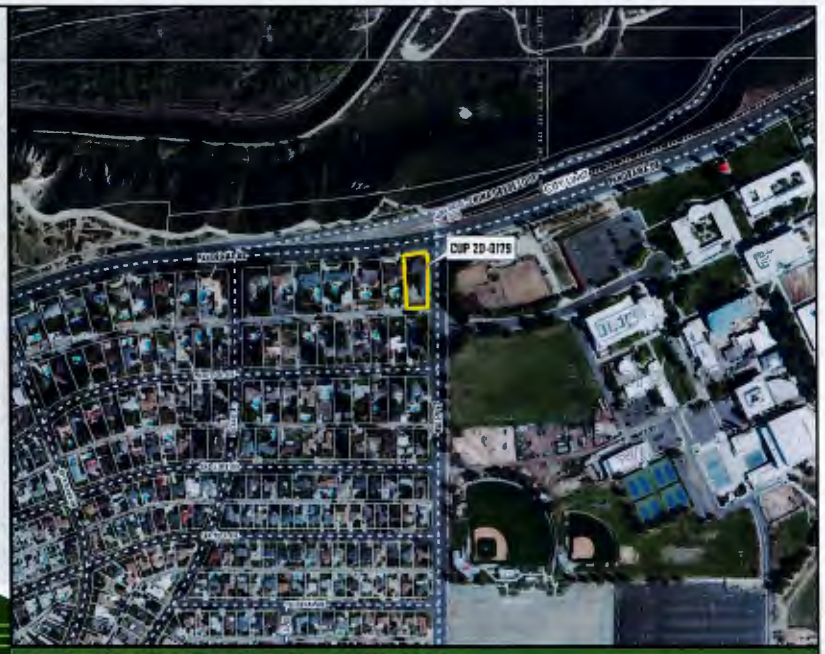
REC'D & PLACED ON FILE
AT BAKERSFIELD CITY COUNCIL MEETING
1/20/21 PUBLIC HEARINGS 10.b.

rom: _____

Conditional Use Permit No. 20-0179 (Appeal)

Casa Esperanza Transitional Home for Women & Children

Item 10.b (1/20/2021)

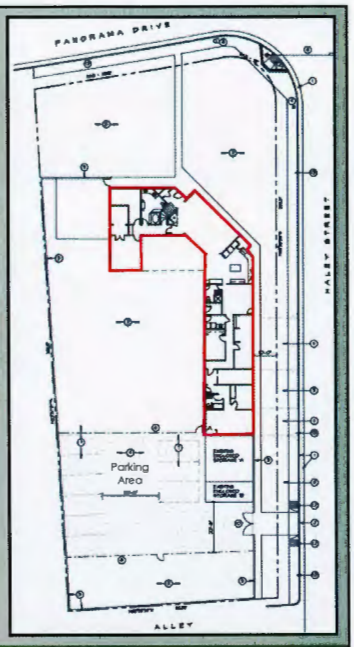


Project Location

Existing

Rendering

- 0.55 acre site
- 3,652 square feet residence
- 7 bedrooms, office, playroom
- 9 parking spaces



Project Site

Roominghouse

"...a building containing 3 or more guestrooms, used, designed, or intended to be used, let or hired, to be occupied or which are occupied by 3 or more individuals with or without meals, for compensation, as permanent guests pursuant to a previous arrangement for compensation for definite periods, by the month or greater term, and in which rooms are not occupied by, nor meals served, to transients."

Definition

Planning Commission

Casa Esperanza

- Accommodate 6 homeless women, and their minor children
- Provide economic stability; transition to permanent housing
- Clients contribute 20% of income to the Home each month
- Visitation hours: 8:00am - 8:00pm daily by appointment only
- Smoking, drugs, alcohol prohibited on the premises
- One onsite employee; 24-hours

November 5, 2020

Planning Commission

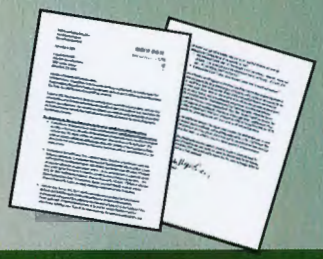
Neighbors in Opposition

- After 2 community meetings still unresolved issues
- No limit on the amount of children in the Home
- No onsite security
- Insufficient parking
- Safety of children (vehicle traffic, no sidewalks, elementary school distance)
- Excessive vandalism already occurs in the neighborhood

November 5, 2020

Appeal

- Inability of Commissioners to put aside their implicit bias and conflicts of interest in the helping of homeless population
- Exempted from being legally responsible for accidents/damages that occur in neighborhood
- Undue burden on the community
- No limit on the amount of children in the Home
- No onsite security



November 10, 2020

Bakersfield Municipal Code – Conditional Use Permit

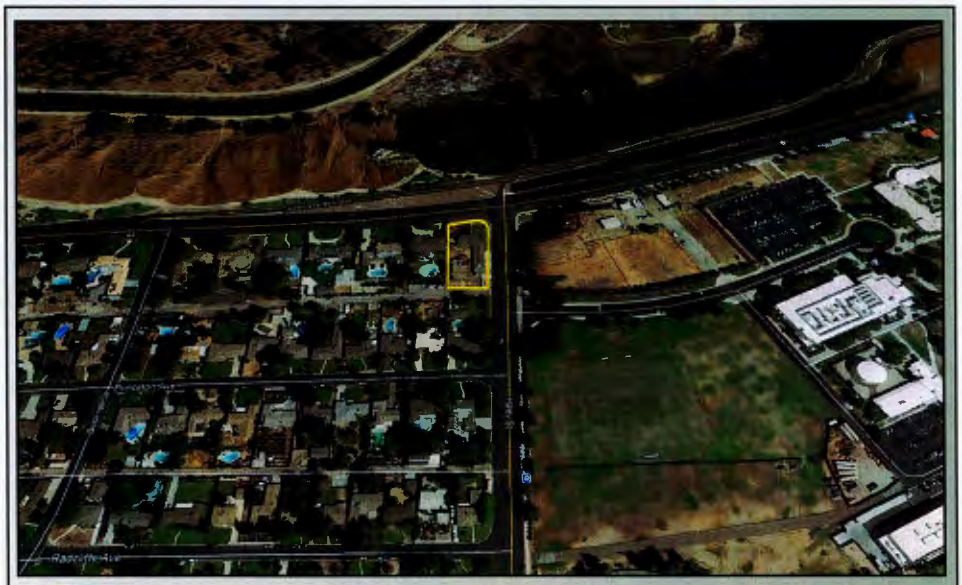
- Findings
  - The use is deemed essential or desirable to the public convenience or welfare
  - The use is in harmony with the various elements & objectives of General Plan
- Subject to Conditions
  - Comply with zoning regulations
  - Comply with elements & objectives of the General Plan
  - Comply with policies of the City
  - Protect public health, safety, convenience, or welfare

Findings - Conditions

City Council Options

- Uphold the Appeal
  - Conditional use permit would be denied
- Deny the Appeal
  - Conditional use permit would be approved with conditions as deemed appropriate by Council
- Continue the Hearing
  - Allow additional time to answer questions or obtain information

Options



Questions

RESOLUTION NO. _____

A RESOLUTION OF THE BAKERSFIELD CITY COUNCIL TO UPHOLD THE DECISION OF THE PLANNING COMMISSION AND DENY THE APPEAL FOR A CONDITIONAL USE PERMIT TO ALLOW FOR A ROOMINGHOUSE (17.10.025) IN THE R-1 (ONE-FAMILY DWELLING ZONE) DISTRICT, LOCATED AT 1421 PANORAMA DRIVE (WARD 3; CUP NO. 20-0179).

WHEREAS, Casa Esperanza Transitional Home for Women and Children filed an application with the City of Bakersfield Development Services Department for a conditional use permit to allow a roominghouse (B.M.C. Section 17.10.025) to accommodate six residents (women) and their minor children, and one on-site resident assistant in the R-1 (One-Family Dwelling Zone) district, located at 1421 Panorama Drive (the "Project"); and

WHEREAS, the Planning Commission held a public hearing on November 5, 2020 approving the Project (Resolution No. 55-20); and

WHEREAS, Kristen and Johnny Urquidez filed an appeal with the City Clerk on November 10, 2020 of the Planning Commission's decision to approve the Project; and

WHEREAS, the Clerk of the City Council set Wednesday, January 20, 2021, at 5:15 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 City Council to consider the appeal to the Planning Commission decision of November 5, 2020; and

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

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

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

2. The City Council has considered and concurs with the findings made by the Planning Commission set for in Resolution No. 55-20, approved on November 5, 2020.

3. The appeal is denied and Conditional Use Permit No. 20-0179 is hereby approved subject to the conditions of approval in Exhibit A and as shown in Exhibits B and C, which are incorporated herein.

4. 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 that is exempt from CEQA pursuant to Section 15303 because the project consists the conversion of an existing small structure from one use to another and does not have the potential to cause a significant effect on the environment.

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

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted, by the Council of the City of Bakersfield at a regular meeting thereof held on January 20th, 2021 by the following vote:

AYES:	COUNCILMEMBER:	ARIAS, GONZALES, WEIR, SMITH, FREEMAN, GRAY, PARLIER
NOES:	COUNCILMEMBER:	_____
ABSTAIN:	COUNCILMEMBER:	_____
ABSENT:	COUNCILMEMBER:	_____

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

APPROVED:

_____
KAREN GOH
MAYOR of the City of Bakersfield

APPROVED as to form:
VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA H. RUDNICK
Deputy City Attorney

Exhibits:
A. Conditions of Approval
B. Location Map
C. Site Plan

Exhibit A

(Conditions of Approval)

EXHIBIT A

CONDITIONS OF APPROVAL
Conditional Use Permit No. 20-0179

I. The applicant's rights granted by this approval are subject to the following provisions:

- The project shall be in accordance with all approved plans, conditions of approval, and other required permits and approvals. All construction shall comply with applicable building codes.

- All conditions imposed shall be diligently complied with at all times and all construction authorized or required shall be diligently prosecuted to completion before the premises shall be used for the purposes applied for under this approval.

- This approval will not be effective until ten (10) days after the date upon which it is granted by the Planning Commission to allow for appeal to the City Council. Any permit or license for any approval granted shall not be issued until that effective date.

- This approval shall automatically be null and void two (2) years after the effective date unless the applicant or successor has actually commenced the rights granted, or if the rights granted are discontinued for a continuous period of one (1) year or more. This time can be extended for up to one (1) additional year by the approving body.

- The Planning Commission may initiate revocation of the rights granted if there is good cause, including but not limited to, failure to comply with conditions of approval, complete construction or exercise the rights granted, or violation by the owner or tenant of any provision of the Bakersfield Municipal Code pertaining to the premises for which the approval was granted. The Planning Commission may also consider adding or modifying conditions to ensure the use complies with the intent of City ordinances.

- Unless otherwise conditioned, this approval runs with the land and may continue under successive owners provided all the above-mentioned provisions are satisfied.

II. The following conditions shall be satisfied as part of the approval of this project:

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

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

   The City will promptly notify Applicant of any such claim, action or proceeding, falling under this condition within thirty (30) days of actually receiving such claim. The City, in its sole discretion,

shall be allowed to choose the attorney or outside law firm to defend the City at the sole cost and expense of the Applicant and the City is not obligated to use any law firm or attorney chosen by another entity or party.

2. This conditional use permit allows a roominghouse to accommodate six residents (women) and their minor children, and one on-site resident assistant in the R-1 (One-Family Dwelling Zone) district located at 1421 Panorama Drive as depicted on attached Exhibits B and C.

3. The roominghouse operating under the conditions allowed by this permit, shall continuously adhere to the following conditions while in operation:

   a. Visiting hours are Monday thru Sunday 8:00 am to 8:00 pm by appointment only; visitors shall only be allowed in the common areas.

   b. The resident assistant and/or facility staff shall be on-site 24 hours per day, seven days per week, or while any tenant is staying within the facility.

   c. The residents shall adhere to a curfew of 10:00pm Sunday through Thursday, and 12:00am (midnight) on Friday and Saturday.

   d. Residents must participate in verifiable daily activities, including work, job search, and/or classes and training that are designed to lead to stable employment, a steady income and permanent housing.

   e. Residents shall sign in and out of the facility upon leaving and returning for verifiable activities. In the event a resident must be gone outside of allowable hours, they must agree to complete a “Permission to Stay Out Late” form with program Staff and obtain approval in advance.

   f. Residents must participate in a structured program of individual counseling/therapy and provide verification of attendance.

   g. Residents must develop a monthly budget and track all expenses and all income each month; subject to the supervision of the program staff.

   h. Residents shall contribute 20% of income to the Home each month as program fees to help meet operating expenses.

   i. Residents shall participate in weekly house meetings and must agree to be present for family dinner Monday through Thursday. If not available to attend, residents shall coordinate and receive approval from program staff as needed.

   j. Residents are responsible for the supervision of their children and must not leave children unattended at any time. Children are only permitted to play in the backyard. Children of school age must be enrolled and attending school on a regular basis.

   k. Smoking is prohibited on the premises; no lighted candles, incense burning, or open flames of any kind are permitted in the rooms.

   l. Drugs and alcohol are prohibited on the premises; legally prescribed medication and small amounts of over-the-counter medicines are permitted.

m. No guns or objects intended as weapons, including toy guns, swords, etc. are permitted.

n. The resident assistant and/or facility staff shall enforce the facility's policies as stated in the following documents associated with this Conditional Use Permit:

i. Operating Statement

ii. House Rules and Resident Agreement

d. The program shall maintain a valid certification through the Kern County Behavioral Health & Recovery Services as a Housing Provider, or other program as deemed applicable by Staff.

e. The applicant shall not allow the number of occupants inside the premise building to exceed the establishment's maximum occupant load, as determined by the Building Director or their designee and/or the Fire Chief or their designee.

4. The property owner shall be responsible for maintaining the premises free of litter, trash, and graffiti; any graffiti painted or marked upon the premises shall be removed or painted over within 72 hours after discovery.

5. Loitering is prohibited on the premises or area under the control of the permit holder.

6. Prior to commencement of operations as allowed by this Conditional Use Permit, the applicant shall:

a. Contact the City of Bakersfield Development Services Department/Building Division for any necessary inspections and/or permits.

b. Contact the City of Bakersfield Fire Department/Prevention Services for any necessary inspections and/or permits.

III. The following are specific items that you need to resolve before you can obtain a building permit or be allowed occupancy. These items include conditions and/or mitigation required by previous site entitlement approvals (these will be specifically noted), changes or additions that need to be shown on the final building plans, alert you to specific fees, and other conditions for your project to satisfy the City's development standards.

The items listed below will usually need to be shown on the final building plans or completed before a building permit is issued. As part of the building permit submittal, identify the location of your response by using the *APPLICANT'S RESPONSE* line provided directly below the item (example: sheet number, detail, etc.).

A. <u>DEVELOPMENT SERVICES - BUILDING (1715 Chester Avenue)</u>
(Staff contact - Oscar Fuentes; 661-326-3676 or OFuentes@bakersfieldcity.us)

1. Show on the final building plan how and where water will be drained from the property.

   APPLICANT'S RESPONSE:_____

2. Show on the final building plan pedestrian access from the public way and accessible parking. Private streets are not the public way.

   APPLICANT'S RESPONSE:_____

3. The developer shall include fire resistive wall construction details with the final building plans for all exterior walls of any building that is within the distance as set forth in Table 602 of the California Building Code.

   APPLICANT'S RESPONSE:_____

4. Include with or show on the final building plans information necessary to verify that the project complies with all accessibility requirements of Title 24 of the California Building Code.

   APPLICANT'S RESPONSE:_____

5. Buildings or structures shall require installation of an automatic fire sprinkler system where required by current California Building Code and City ordinance.

   APPLICANT'S RESPONSE:_____

6. The Building Division will calculate and collect the appropriate school district impact fee at the time they issue a building permit.

   APPLICANT'S RESPONSE:_____

7. Final Building plans shall show pedestrian access pathways or easements for persons with disabilities from public rights-of-ways that connect to all accessible buildings, facilities, elements, and spaces in accordance with the California Building Code. These pedestrian access ways shall not be parallel to vehicular lanes unless separated by curbs or railings.

   APPLICANT'S RESPONSE:_____

B. DEVELOPMENT SERVICES - PLANNING (1715 Chester Avenue)
(Staff contact – Ryder Dilley; 661-326-3616 or RDilley@bakersfieldcity.us)

1. The minimum parking required for this project has been computed based on use and shall be as follows:

Proposed Use	Square Footage	Parking Ratio	Required Parking
Rooming House	6 beds	1 space per bed	6 spaces
Resident Advisor	1 bed	1 space per bed	1 space
		Required Parking:	7 spaces

(**Note:** 9 parking spaces are shown on the proposed site plan. By ordinance, compact and tandem spaces cannot be counted towards meeting minimum parking requirements.)

APPLICANT'S RESPONSE:_____

2. Minimum parking stall dimensions shall be 9 feet wide by 18 feet long and shall be designed according to standards established by the Traffic Engineer. Vehicles may hang over landscape areas no more than 2-1/2 feet provided required setbacks along street frontages are maintained, and trees and shrubs are protected from vehicles.

APPLICANT'S RESPONSE:_____

3. All parking lots, driveways, drive aisles, loading areas, and other vehicular access ways, shall be paved with concrete, asphaltic concrete, or other paved street surfacing material in accordance with the Bakersfield Municipal Code (Sections 15.76.020 and 17.58.060.A.).

APPLICANT'S RESPONSE:_____

4. The developer shall include a copy of a final landscape plan with each set of the final building plans submitted to the Building Division. Building permits will not be issued until the Planning Division has approved the final landscape plan for consistency with approved site plans. Landscape plans shall include, but are not limited to, data on: gallon/box size, spacing, species (reference approved parking lot tree list), ratio of deciduous vs. evergreen, shade calculations, ground cover calculations, etc.

(**Note 1:** At the time a final site inspection is conducted, it is expected that plants will match the species identified and be installed in the locations consistent with the approved landscape plan. Changes made without prior approval of the Planning staff may result in the removal and/or relocation of installed plant materials and delays in obtaining building occupancy.)

(**Note 2:** No mature landscaping shall be removed without prior approval by the Planning Director.)

(**Note 3:** Upon approval of the final landscape plan, a digital copy shall be submitted to the Planning staff contact listed above.)

APPLICANT'S RESPONSE:_____

5. The developer shall meet all regulations of the San Joaquin Valley Air Pollution Control District (Regulation VIII) concerning dust suppression during construction of the project. Methods include, but are not limited to; use of water or chemical stabilizer/suppressants to control dust emission from disturbed area, stock piles, and access ways; covering or wetting materials that are transported off-site; limit construction-related speed to 15 mph on all unpaved areas/washing of construction vehicles before they enter public streets to minimize carryout/track out; and cease grading and earth moving during periods of high winds (20 mph or more).

APPLICANT'S RESPONSE:_____

6. Prior to receiving final building or site occupancy, you must contact the Planning Division (staff contact noted above) for final inspection and approval of the landscaping, parking lot, lighting and other related site improvements. Inspections will not be conducted until all required items have been installed. Any deviations from the approved plans without prior approval from the Planning Division may result in reconstruction and delays in obtaining a building or site occupancy.

APPLICANT'S RESPONSE:_____

C. FIRE DEPARTMENT (2101 H Street)
(Staff contact - Ernie Medina; 661-326-3682 or EMedina@bakersfieldcity.us)

1. Show on the final building plans the following items:

   a. All fire hydrants, both offsite (nearest to site) and on-site. *Include flow data on all hydrants.* Hydrants shall be in good working condition and are subject to testing for verification. Fire flow requirements must be met prior to construction commencing on the project site. Please provide two (2) sets of the water plans stamped by a licensed Registered Civil Engineer to the Fire Department and two (2) sets to the Water Resources Department (1000 Buena Vista Road, Bakersfield, CA. 93311; 661-326-3715).

   (**Note:** Show: 1) distance to the nearest hydrant; and 2) distance from that hydrant to the farthest point of the project site.)

2. All projects must comply with the current California Fire Code and current City of Bakersfield Municipal Code.

APPLICANT'S RESPONSE:_____

D. WATER RESOURCES (1000 Buena Vista Road)
(Staff contact - Tylor Hester; 661-326-3715 or THester@bakersfieldcity.us)

1. At this time, no applicable conditions for the proposed project. Conditions may be added if the project changes.

E. PUBLIC WORKS - ENGINEERING (1501 Truxtun Avenue)
(Staff contact – Susanna Kormendi; 661-326-3997 or SKormendi@bakersfieldcity.us)

1. The developer shall construct curbs, gutters, cross gutters, sidewalks, and street/alley paving along Panorama Drive and Haley Street according to adopted city standards. These improvements shall be shown on the final building plans submitted to the Building Division before any building permits will be issued.

   APPLICANT'S RESPONSE:_____

2. The developer shall construct standard accessible ramps at the southwest corner of Panorama Drive and Haley Street according to adopted city standards. These improvements shall be shown on the final building plans submitted to the Building Division before any building permits will be issued.

   APPLICANT'S RESPONSE:_____

3. Show on the final building plans all existing connection(s) to the public sewer system.

   APPLICANT'S RESPONSE:_____

4. All on-site areas required to be paved (i.e. parking lots, access drives, loading areas, etc.) shall consist of concrete, asphaltic concrete (Type B. A. C.) or other paved street material approved by the City Engineer. Pavement shall be a minimum thickness of 2 inches over 3 inches of approved base material (i.e. Class II A. B.) if concrete is used, it shall be a minimum thickness of 4 inches per Municipal Code Section 17.58.060.A. This paving standard shall be noted on the final building plans submitted to the Building Division before any building permits will be issued.

   APPLICANT'S RESPONSE:_____

5. If a grading plan is required by the Building Division, building permits will not be issued until the grading plan is approved by **both** the Public Works Department and the Building Division.

   APPLICANT'S RESPONSE:_____

6. Before any building or site can be occupied, the developer must reconstruct or repair substandard off-site street improvements that front the site to adopted city standards as directed by the City Engineer. Please call the Construction Superintendent at 661-326-3049 to schedule a site inspection to find out what improvements may be required prior to submitting a grading plan. Any off-site/frontage improvements or repairs required during the site inspection shall be shown on the grading plan.

   APPLICANT'S RESPONSE:_____

7. A street permit from the Public Works Department shall be obtained before any work can be done within the public right-of-way (streets, alleys, easements). Please include a copy of this site plan review decision to the department at the time you apply for this permit.

   APPLICANT'S RESPONSE:_____

8. Prior to the issuance of each building permit, or if no building permit is required, the first required City approval prior to construction, the developer/owner shall pay a Transportation Impact Fee (TIF) for regional facilities. This fee will be based on the rate in effect at the time the applicable approval is issued or in accordance with the Subdivision Map Act, as applicable. The Public Works Department will calculate an estimate of the total fee upon submittal of construction plans for the project.

   APPLICANT'S RESPONSE:_____

9. The developer shall form a new Maintenance District. Undeveloped parcels within an existing Maintenance District are required to update Maintenance District documents. Updated documents, including Proposition 218 Ballot and Covenant, shall be signed and notarized. If there are questions, contact Louis Rodriguez at 661-326-3571.

   (**Note:** If already within a maintenance district, may need to update the maintenance district form.)

   APPLICANT'S RESPONSE:_____

10. This project may be located within a Planned Sewer Area. Please contact the Public Works Department – Subdivisions at 661-326-3576 to determine what fees may apply.

    APPLICANT'S RESPONSE:_____

11. This project may be located within a Planned Drainage Area. Please contact the Public Works Department – Subdivisions at 661-326-3576 to determine what fees may apply.

    APPLICANT'S RESPONSE:_____

12. This project may be subject to Bridge and Major Thoroughfare fees. Please contact the Public Works Department – Subdivisions at 661-326-3576 to determine what fees may apply.

    APPLICANT'S RESPONSE:_____

F. <u>PUBLIC WORKS - TRAFFIC (1501 Truxtun Avenue)</u>

(Staff contact – Susanna Kormendi; 661-326-3997 or SKormendi@bakersfieldcity.us)

1. Show on the final building plans min. 25' wide (top-to-top) drive approach(es). Drive approaches must be centered on drive aisles. All dimensions shall be shown on the final building plans.

   APPLICANT'S RESPONSE:_____

2. Two-way drive aisles shall be a minimum width of 24 feet. If perpendicular (90º) parking spaces are proposed where a vehicle must back into these aisles, the minimum aisle width shall be 25 feet. All drive aisle dimension shall be shown on the final building plans.

   APPLICANT'S RESPONSE:_____

3. Show the typical parking stall dimension on the final building plans (minimum stall size is 9 feet x 18 feet and shall be designed according to standards established by the Traffic Engineer).

   APPLICANT'S RESPONSE:_____

4. Walls, fences, or trash enclosures within 10 feet of a sidewalk at an alley or driveway shall not exceed 3 feet in height above the curb flow line. You must either revise the circulation design or show on the final building plans that the maximum fence/wall height will not exceed three feet.

   APPLICANT'S RESPONSE:_____

G. <u>PUBLIC WORKS - SOLID WASTE (4101 Truxtun Avenue)</u>
(Staff Contact - Jesus Carrera; 661-326-3114 or jcarrera@bakersfieldcity.us)

1. You must contact the staff person noted above before building permits can be issued or work begins on the property to establish the level and type of service necessary for the collection of refuse and/or recycled materials. Collection locations must provide enough containment area for the refuse that is generated without violating required zoning or setback restrictions (see Planning Division conditions). Levels of service are based on how often collection occurs as follows:

   ☒ Cart service -- 1 cubic yard/week or less 1 time per week
   ☐ Front loader bin services -- 1 cubic yard/week - 12 cubic yards/day
   ☐ Roll-off compactor service -- More than 12 cubic yards/day

   APPLICANT'S RESPONSE:_____

2. Facilities with existing refuse service must improve the service location area(s) according to adopted City standards (Detail # ST-27 and ST-28). These improvements shall be clearly shown on the final building plans.

   APPLICANT'S RESPONSE:_____

3. Facilities are required to have sufficient capacity of refuse/recycling/organic material storage to go without service for 1 day (Sunday). At any time that refuse/recycling/organic services become

an issue, facilities shall construct a second refuse enclosure to meet the demand. The second enclosure shall be approved by the City prior to construction.

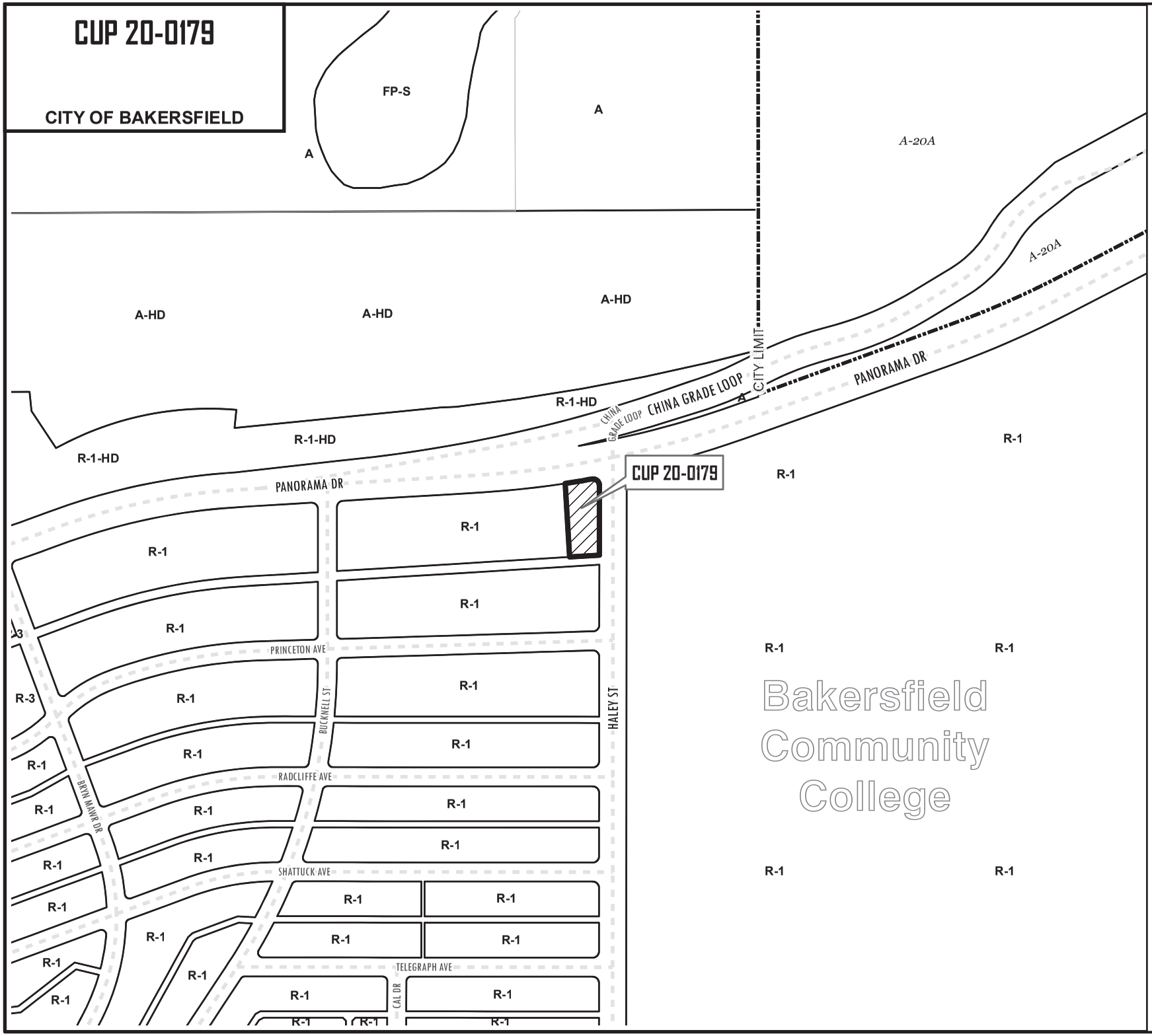
APPLICANT'S RESPONSE:_____

Exhibit B

(Location Map)

CUP 20-0179

CITY OF BAKERSFIELD



LEGEND (ZONE DISTRICTS)

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

BAKERSFIELD

N

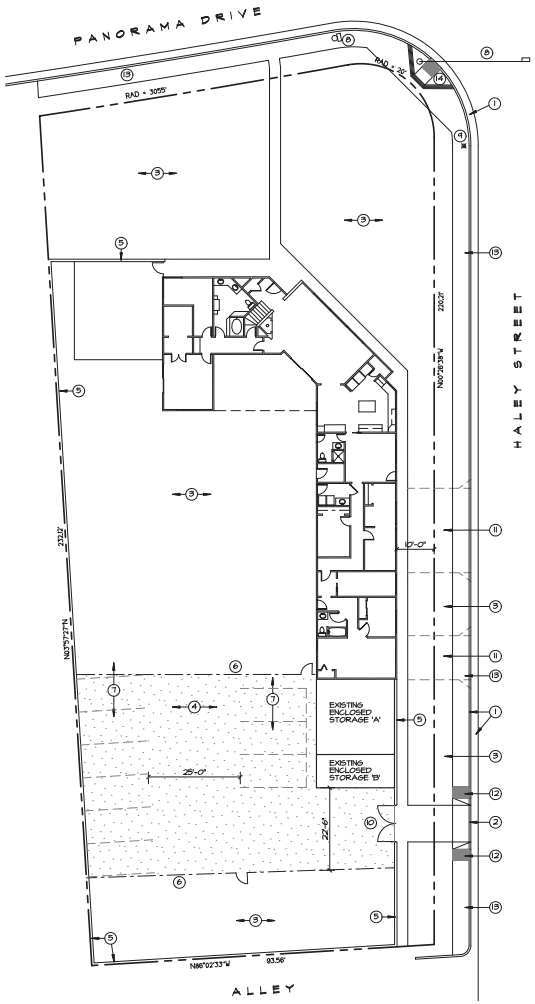
Feet

0 220 440

Document Name: 2020_09_13

Exhibit C

(Site Development Plan)



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SITE DIAGRAM 1/16"

N

VICINITY MAP NS

PROJECT ANALYSIS

TRACT MAP: TRACT MAP 1691-02 PARCEL 17

ZONE: R-1

ZONING SETBACKS
- FRONT YARD: 25'-0"
- SIDE YARD: 5'-0"
- SIDE YARD CORNER LOT: 10'-0"
- REAR YARD: 0'-0"

SITE AREA: 23,839' / 0.5472 ACRES

BUILDING AREA:
- FIRST FLOOR RESIDENCE: +/-3,150 SF
- SECOND FLOOR RESIDENCE: +/-502 SF
- ENCLOSED STORAGE 'A': +/-436 SF
- ENCLOSED STORAGE 'B': +/-112 SF

PROPOSED USE	SQUARE FOOTAGE	PARKING RATION	REQUIRED PARKING
ROOMING HOUSE	6 BEDS	1 SPACE / BED	6 SPACES
ADVISOR UNIT	1 BED	1 SPACE / BED	1 SPACE
EMPLOYEES	2 STAFF	1 SPACE / EMPLOYEE	2 SPACES
REQUIRED PARKING:			9 SPACES
PROVIDED PARKING:			9 SPACES

KEYNOTES

1. EXISTING CURB AND GUTTER
2. EXISTING CONCRETE DRIVE BREAK
3. EXISTING LANDSCAPE AREA
4. HATCHED AREA DENOTES EXTENT OF EXISTING ASPHALT PARKING AREA
5. EXISTING CONCRETE BLOCK WALL
6. EXISTING CHAIN LINK FENCE
7. DASHED LINE DENOTES FUTURE 9'x18' PARKING STALL PER CITY STANDARDS
8. EXISTING TRAFFIC SIGNAL
9. EXISTING FIRE HYDRANT
10. EXISTING DRIVE GATE
11. EXISTING DRIVE APPROACH TO BE REMOVED
12. NEW TRUNCATED DOME TILES FOR FULL WIDTH OF WALK AT EXISTING DRIVE APPROACH PER CITY STANDARDS
13. NEW SIDEWALK PER CITY STANDARDS-CROSS SLOPE NOT TO EXCEED 2%
14. NEW ACCESSIBLE CURB RAMP PER CITY STANDARDS WITH RAISED TRUNCATED DOME TILES FOR THE FULL WIDTH OF BOTTOM LANDING

PAUL DHANENS • ARCHITECT

ARCHITECT

LICENSED ARCHITECT PAUL DHANENS NO. C-23843 RENEWAL STATE OF CALIFORNIA

5100 CALIFORNIA AVE, SUITE 107
BAKERSFIELD, CALIFORNIA 93308
TELEPHONE: (661) 328-8836
FACSIMILE: (661) 328-8837

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NOTICE TO CONTRACTORS
Written dimensions on these drawings shall take precedence over scaled dimensions. Contractor shall verify and be responsible for confirming all dimensions and shall notify the architect immediately of any discrepancies or field variations discovered.

PROJECT

Casa ESPERANZA

1421 PANORAMA DR
BAKERSFIELD, CA

DATE	ISSUED FOR
7-13-20	SITE PLAN REVIEW
9-28-20	SITE PLAN REVIEW

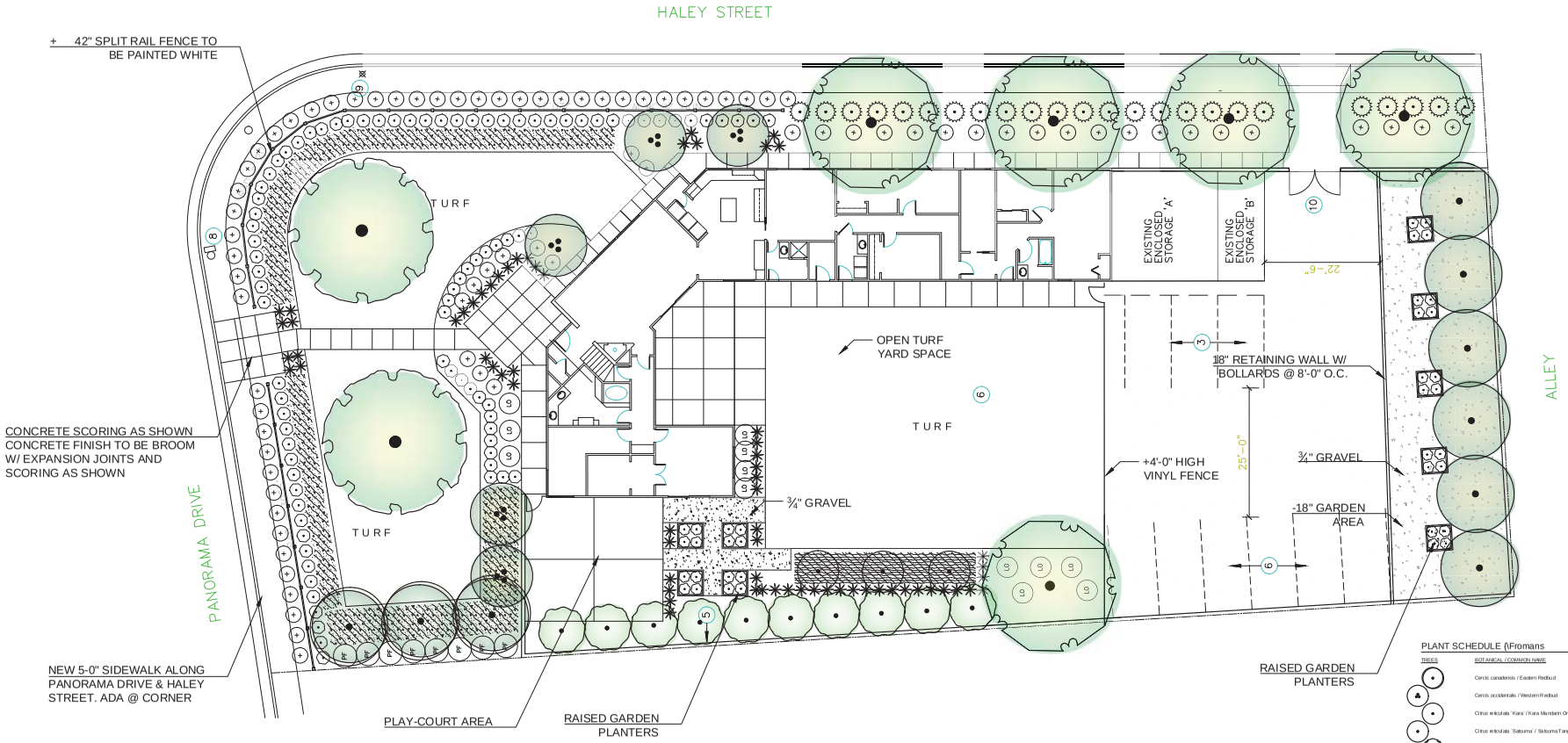
NO.	REVISIONS
1	
2	
3	
4	

SITE PLAN REVIEW

FILE NAME: 25395PR1-0

SHEET

SPR-1.0



PLANT SCHEDULE (\Fromans

TREES	BOTANICAL / COMMON NAME	CONT	WUCOL	QTY
	Cercis canadensis / Eastern Redbud	15 gal		3
	Cercis occidentalis / Western Redbud	15 gal		5
	Citrus reticulata 'Kara' / Kara Mandarin Orange	15 gal		6
	Citrus reticulata 'Satsuma' / Satsuma Tangerine	15 gal		3
	Platanus x acerifolia 'Bloodgood' / London Plane Tree	15 gal		5
	Prunus caroliniana 'Compacta' / Carolina Cherry std.	15 gal		10
	Quercus agrifolia / Coast Live Oak	15 gal	LOW	2

SHRUBS	BOTANICAL / COMMON NAME	SIZE	WUCOL	QTY
	Dianella tasmanica / Flax Lily	5 gal		67
	Ligustrum texanum 'Compacta' / Texas Privet	5 gal		88
	Loropetalum chinense 'Ruby' / Ruby Loropetalum	5 gal		12
	Muhlenbergia capillaris 'Regal Mist' TM / Regal Mist Pink Muhly Grass	5 gal		24
	Photinia x fraseri / Red Tip Photinia	5 gal		8
	Rosa floribunda 'Iceberg' / Iceberg Rose	5 gal		79

GROUND COVERS	BOTANICAL / COMMON NAME	CONT	WUCOLS	SPACING	QTY
	Lantana montevidensis / Trailing Lantana	1 gal		18" o.c.	210 sf
	Myoporum parvifolium / Trailing Myoporum	1 gal		48" o.c.	946 sf

NORTH

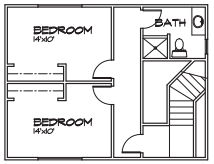
SCALE
1" = 10'-0"
30' 0' 5' 10' 20'

DESIGN STUDIOS
LANDSCAPE DEVELOPMENT, LLC

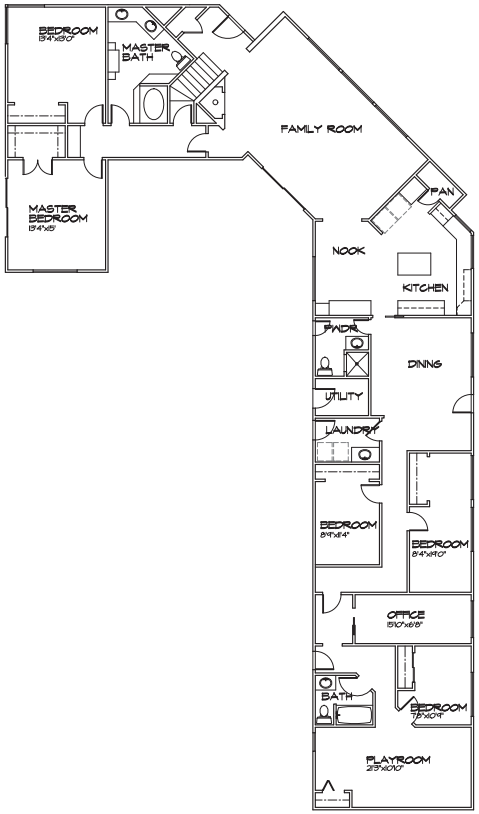
DATE: 9/28/2020

CASA ESPERANZA

Conceptual Landscape Plan



SECOND FLOOR 1/8"



FIRST FLOOR DIAGRAM 1/8"

PAUL DHANENS • ARCHITECT

ARCHITECT

LICENSED ARCHITECT
PAUL DHANENS
NO. C-23843
RENEWAL
STATE OF CALIFORNIA

5100 CALIFORNIA AVE, SUITE 107
BAKERSFIELD, CALIFORNIA 93308
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PROJECT

Casa ESPERANZA

1421 PANORAMA DR
BAKERSFIELD, CA

DATE	ISSUED FOR
7-21-20	SITE PLAN REVIEW
10-16-20	SITE PLAN REVIEW

NO.	REVISIONS
1	
2	
3	
4	

FLOOR PLANS

FILE NAME: 25395PR2-0

SHEET

SPR-2.0

RESOLUTION NO. _____

A RESOLUTION OF THE BAKERSFIELD CITY COUNCIL TO UPHOLD THE APPEAL AND DENY CONDITIONAL USE PERMIT NO. 20-0179 TO ALLOW FOR A ROOMINGHOUSE (17.10.25) IN THE R-1 (ONE-FAMILY DWELLING ZONE) DISTRICT, LOCATED AT THE 1421 PANORAMA DRIVE (WARD 3; CUP NO. 20-0179).

WHEREAS, Casa Esperanza Transitional Home for Women and Children filed an application with the City of Bakersfield Development Services Department for a conditional use permit to allow a roominghouse (B.M.C. Section 17.10.025) to accommodate six residents (women) and their minor children, and one on-site resident assistant in the R-1 (One-Family Dwelling Zone) district, located at 1421 Panorama Drive (the "Project"); and

WHEREAS, the Planning Commission held a public hearing on November 5, 2020 approving the Project (Resolution No. 55-20); and

WHEREAS, Kristen and Johnny Urquidez filed an appeal with the City Clerk on November 10, 2020 of the Planning Commission's decision to approve the Project; and

WHEREAS, the Clerk of the City Council set Wednesday, January 20, 2021, at 5:15 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 City Council to consider the appeal to the Planning Commission decision of November 5, 2020; and

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

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

1. As proposed, the use is not essential or desirable to the public convenience and welfare.

2. As proposed, the use is not in harmony with the various elements and objectives of the Metropolitan Bakersfield General Plan.

3. The appeal is upheld and Conditional Use Permit No. 20-0179 is denied without prejudice.

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

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted, by the Council of the City of Bakersfield at a regular meeting thereof held on January 20th, 2021 by the following vote:

AYES:	COUNCILMEMBER:	ARIAS, GONZALES, WEIR, SMITH, FREEMAN, GRAY, PARLIER
NOES:	COUNCILMEMBER:	_____
ABSTAIN:	COUNCILMEMBER:	_____
ABSENT:	COUNCILMEMBER:	_____

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

APPROVED:

_____
KAREN GOH
MAYOR of the City of Bakersfield

APPROVED as to form:
VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA H. RUDNICK
Deputy City Attorney

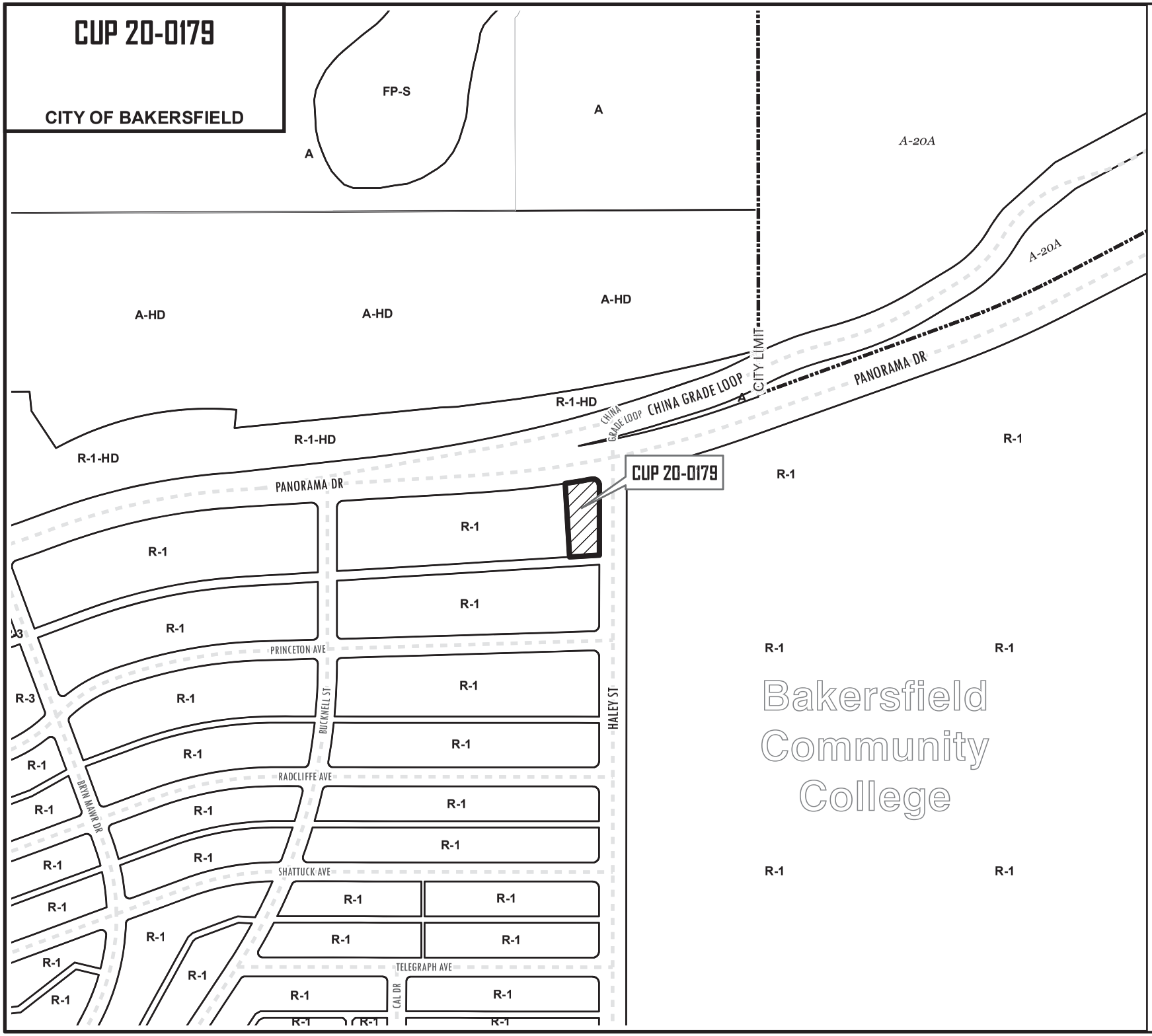
Exhibits: A. Location Map
B. Site Plan

Exhibit A

(Location Map)

CUP 20-0179

CITY OF BAKERSFIELD



LEGEND (ZONE DISTRICTS)

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

BAKERSFIELD

N

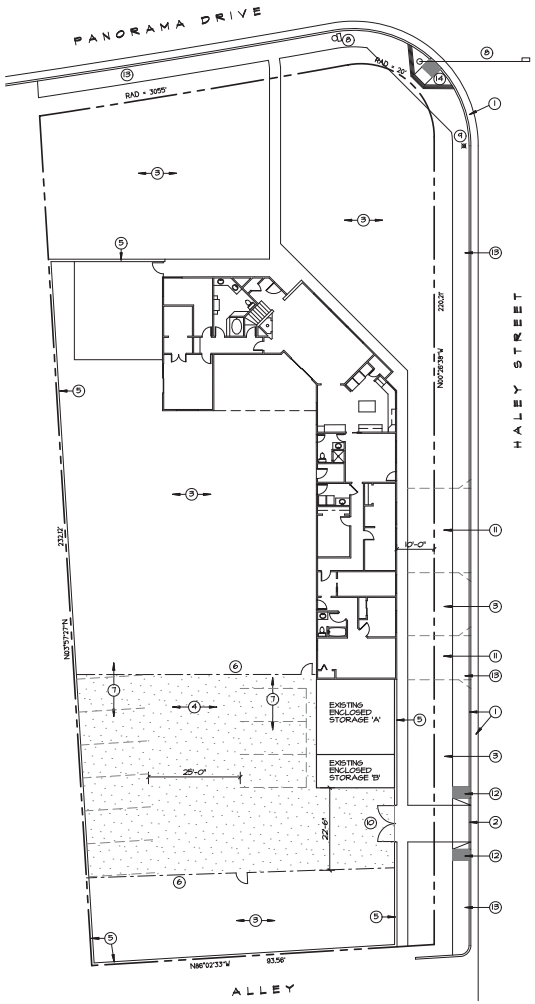
Feet

0 220 440

Document Name: 2020_09_13

Exhibit B

(Site Development Plan)



N

SITE DIAGRAM 1/16"

N

VICINITY MAP NS

PROJECT ANALYSIS

TRACT MAP: TRACT MAP 1691-02 PARCEL 17

ZONE: R-1

ZONING SETBACKS
- FRONT YARD: 25'-0"
- SIDE YARD: 5'-0"
- SIDE YARD CORNER LOT: 10'-0"
- REAR YARD: 0'-0"

SITE AREA: 23,839' / 0.5472 ACRES

BUILDING AREA:
- FIRST FLOOR RESIDENCE: +/-3,150 SF
- SECOND FLOOR RESIDENCE: +/-502 SF
- ENCLOSED STORAGE 'A': +/-436 SF
- ENCLOSED STORAGE 'B': +/-112 SF

PROPOSED USE	SQUARE FOOTAGE	PARKING RATION	REQUIRED PARKING
ROOMING HOUSE	6 BEDS	1 SPACE / BED	6 SPACES
ADVISOR UNIT	1 BED	1 SPACE / BED	1 SPACE
EMPLOYEES	2 STAFF	1 SPACE / EMPLOYEE	2 SPACES
REQUIRED PARKING:			9 SPACES
PROVIDED PARKING:			9 SPACES

KEYNOTES

1. EXISTING CURB AND GUTTER
2. EXISTING CONCRETE DRIVE BREAK
3. EXISTING LANDSCAPE AREA
4. HATCHED AREA DENOTES EXTENT OF EXISTING ASPHALT PARKING AREA
5. EXISTING CONCRETE BLOCK WALL
6. EXISTING CHAIN LINK FENCE
7. DASHED LINE DENOTES FUTURE 9'x18' PARKING STALL PER CITY STANDARDS
8. EXISTING TRAFFIC SIGNAL
9. EXISTING FIRE HYDRANT
10. EXISTING DRIVE GATE
11. EXISTING DRIVE APPROACH TO BE REMOVED
12. NEW TRUNCATED DOME TILES FOR FULL WIDTH OF WALK AT EXISTING DRIVE APPROACH PER CITY STANDARDS
13. NEW SIDEWALK PER CITY STANDARDS-CROSS SLOPE NOT TO EXCEED 2%
14. NEW ACCESSIBLE CURB RAMP PER CITY STANDARDS WITH RAISED TRUNCATED DOME TILES FOR THE FULL WIDTH OF BOTTOM LANDING

PAUL DHANENS • ARCHITECT

ARCHITECT

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PROJECT

Casa ESPERANZA

1421 PANORAMA DR
BAKERSFIELD, CA

DATE	ISSUED FOR
7-13-20	SITE PLAN REVIEW
9-28-20	SITE PLAN REVIEW

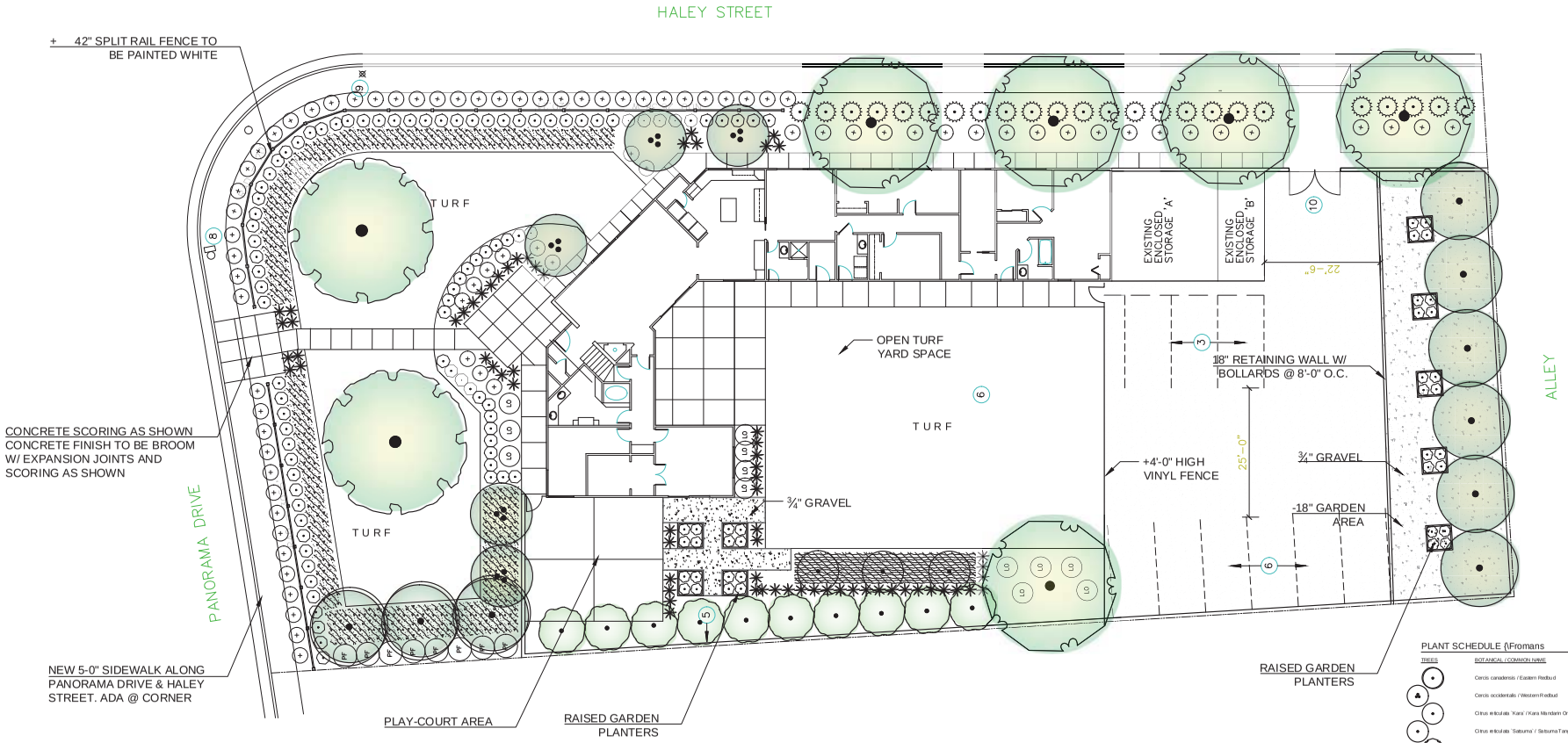
NO.	REVISIONS
1	
2	
3	
4	

SITE PLAN REVIEW

FILE NAME: 25395PR1-0

SHEET

SPR-1.0



PLANT SCHEDULE (\Fromans

TREES	BOTANICAL / COMMON NAME	CONT	WUCOL	QTY
	Cercis canadensis / Eastern Redbud	15 gal		3
	Cercis occidentalis / Western Redbud	15 gal		5
	Citrus reticulata 'Kara' / Kara Mandarin Orange	15 gal		6
	Citrus reticulata 'Satsuma' / Satsuma Tangerine	15 gal		3
	Platanus x acerifolia 'Bloodgood' / London Plane Tree	15 gal		5
	Prunus caroliniana 'Compacta' / Carolina Cherry std.	15 gal		10
	Quercus agrifolia / Coast Live Oak	15 gal	LOW	2

SHRUBS	BOTANICAL / COMMON NAME	SIZE	WUCOL	QTY
	Dianella tasmanica / Flax Lily	5 gal		67
	Ligustrum texanum 'Compacta' / Texas Privet	5 gal		88
	Loropetalum chinense 'Ruby' / Ruby Loropetalum	5 gal		12
	Muhlenbergia capillaris 'Regal Mist' TM / Regal Mist Pink Muhly Grass	5 gal		24
	Photinia x fraseri / Red Tip Photinia	5 gal		8
	Rosa floribunda 'Iceberg' / Iceberg Rose	5 gal		79

GROUND COVERS	BOTANICAL / COMMON NAME	CONT	WUCOLS	SPACING	QTY
	Lantana montevidensis / Trailing Lantana	1 gal		18" o.c.	210 sf
	Myoporum parvifolium / Trailing Myoporum	1 gal		48" o.c.	946 sf

NORTH

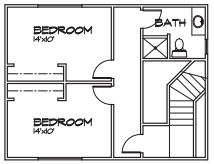
SCALE
1" = 10'-0"
30' 0' 5' 10' 20'

DESIGN STUDIOS
LANDSCAPE DEVELOPMENT, LLC

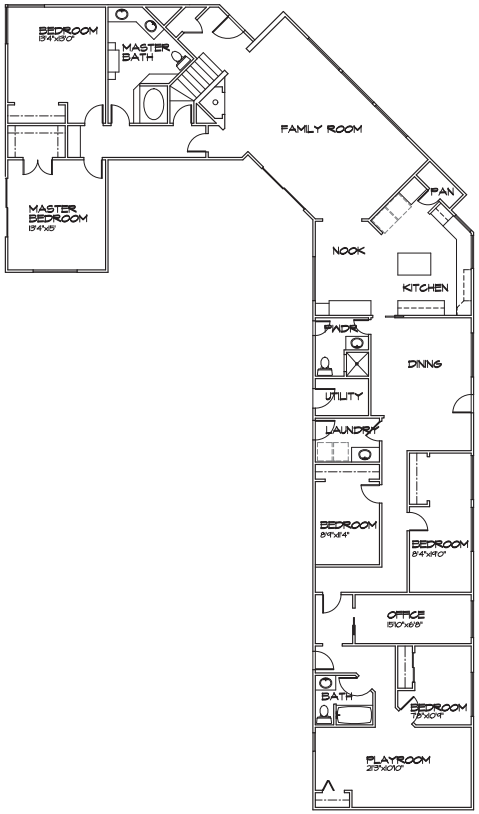
DATE: 9/28/2020

CASA ESPERANZA

Conceptual Landscape Plan



SECOND FLOOR 1/8"



FIRST FLOOR DIAGRAM 1/8"

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PROJECT

Casa ESPERANZA

1421 PANORAMA DR
BAKERSFIELD, CA

DATE	ISSUED FOR
7-21-20	SITE PLAN REVIEW
10-16-20	SITE PLAN REVIEW

NO.	REVISIONS
1	
2	
3	
4	

FLOOR PLANS

FILE NAME: 25395PR2-0

SHEET

SPR-2.0

From: Kristen Urquidez
To: City_Council
Subject: Re: Casa Esperanza CUP Appeal - 1421 Panorama Drive
Date: Thursday, December 10, 2020 10:16:10 AM

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

Councilmembers,

Sorry, in addition to my earlier email, the Zoom information is below:

> Kristen Urquidez is inviting you to a scheduled Zoom meeting.
>
> Topic: Neighbor Meeting
> Time: Dec 16, 2020 05:00 PM Pacific Time (US and Canada)
>
> Join Zoom Meeting
> https://kernhigh-org.zoom.us/j/5034522005
>
> Meeting ID: 503 452 2005

Thank you!

Kristen Urquidez

On Thu, Dec 10, 2020 at 10:14 AM Kristen Urquidez <kurquidez@gmail.com> wrote:

> Good morning Councilmembers and Vice-Mayor Parlier,
> I live directly next to the proposed location for the transitional home that Casa Esperanza would like to establish at 1421 Panorama Drive. We have appealed the decision by the Planning Commission to issue a Conditional Use Permit that would be needed for this project and are bringing the issue to your council for further consideration due to the unmitigated concerns that myself and over 100 people in our Panorama neighborhood have regarding this project.
>
> I will be speaking at the upcoming public hearing (preliminarily set for January 20th) but wanted to express the thoughts of our neighborhood in advance for your consideration.
>
> First, the reason a CUP is needed is because this property, as well as the entire neighborhood for several blocks on all sides, is zoned R-1 single-family residential housing. Casa Esperanza is proposing operating this roominghouse as a business that would take in six homeless women and their children. Based on the 2019 KC PIT Report, the number of children that a homeless adult with children has is two. Therefore, for every woman accepted into the Casa Esperanza home, they are likely to have two dependent children. Casa Esperanza gives no maximum capacity for this project in their CUP application. Therefore, our basic calculations result in estimating that there will be 6 women + 12 children + 1 residential assistant equaling 19+ residents. This is a completely unrealistic jump from our neighborhood filled with single families. Casa Esperanza should be following their model example and select a multiple-family dwelling for this project.

It is very important that everyone understands that none of the neighborhood objects to Casa Esperanza's mission to combat part of the homeless problem facing our city. Rather, we object to the large number of residents that are being proposed for this location. Casa Esperanza has offered zero flexibility for reducing the number of women, which would then reduce the number of occupants in the home. We are offended at their lack of care about our concerns, being the people who will be living next to their project 24/7.

Secondly, the home currently has unpermitted additions that have resulted in the homeowner stating that there are 7 bedrooms and 4 bathrooms in the home. In reality, only 3 bedrooms and 2 bathrooms are part of the original permitted house (the rest are in two illegal garage conversions). We feel that this CUP should only be considering the existing legal structure and Casa Esperanza should not be allowed to get approval to operate a project of this size for a structure that is not currently legal. Casa Esperanza's budget for improvements is not enough to fully renovate both the issues that need to be rectified to meet current code requirements, as well as the cosmetic interior, exterior, and landscaping improvements.

Finally, the approval of this project would set a dangerous precedent for future roominghouse projects that apply for a CUP. With the applicant refusing to state a maximum capacity, unlike every rooming house application that has come through the City of Bakersfield for at least the last 15 years, a new precedent will be set that acceptable capacity for a roominghouse will default to the capacity set by fire department guidelines for safety. Most roominghouses that have been approved have a capacity of between 6 to 8 residents. In this case, if all 7 bedrooms are legally converted, the home will be allowed to house up to 28 individuals, by default. With this mentality, on any street in Bakersfield, an applicant could select a typical 4 bedroom home and house 16 individuals in it with a simple CUP approval. This is undermining the integrity of our zoning plan dedicating different sectors of town to be single-family neighborhoods. Casa Esperanza's refusal to select a multi-family zoned property that would better suite their increased occupational needs is ridiculous. We need to hold them accountable to having a realistic understanding of the pressures that having over 19 people in one home with only one live-in staff member will cause. Noise, parking and traffic, interpersonal relationships between residents will all be impacted by a project of this size and impact the nrighborhood.

We have other concerns about the sustainability and validity of Casa Esperanza's operating statement, but those are really outside of our sphere of influence as neighbors. Again, we commend the idea of their mission, but are saddened that they seem to be charging forward with their first attempt at a transitional home with a sub-standard plan.

I am holding a neighborhood update on the status of this appeal next Wednesday, December 16th from 5-6pm. I invite each and every one of you to attend, even if its just for a few minutes to hear our concerns and bring any questions you may have for the neighbors, The Zoom information is below.

Thank you for taking the time to carefully consider our appeal. I am available by email or phone anytime to answer any questions or clarify any of our concerns. I can be reached at kurquidez@gmail.com or (661) 578-1472.

Thank you!

Kristen Urquidez
1411 Panorama Drive
kurquidez@gmail.com
(661) 578-1472

Kristen and Johnny Urquidez
1411 Panorama Drive
Bakersfield, CA 93305

20 NOV 10 AM 10: 20
BAKERSFIELD CITY CLERK

November 9, 2020

City of Bakersfield
Attn: City Councilmembers
1600 Truxtun Avenue
Bakersfield, CA 93301

Dear City of Bakersfield Councilmembers,
On behalf of over 100 neighbors in the Panorama and Haley neighborhoods, we formally appeal the decision made by Bakersfield Planning Commissioners on November 5, 2020 to approve a Conditional Use Permit for 1421 Panorama Drive (CUP No. 20-0179).

I reside at 1411 Panorama Drive, the property directly to the west of the subject property, and I am very concerned that all of the issues and concerns that myself and other local neighbors have raised about this project remain unaddressed. Our concerns were ignored and overshadowed by the inability of several of the Commissioners to put aside their implicit bias and conflicts of interest in the matter of helping the homelessness population.

The decision by the Planning Commission should not be upheld for the following reasons:

- Commissioner Wade had a blatant conflict of interest and did not recuse himself from discussion or voting on this matter. He said in the Commissioner comment time that he "know(s) people that are involved in this project and they are good people. Their hearts are in the right place". This comment shows that his direct personal relationships with members of this organization did not allow him to look at the perspectives of all parties present and make an unbiased decision on the matter at hand.

- Commissioner Bell and Koman have conflicts of interest from their extensive prior work with homeless organizations. Commissioner Bell served as Chairman of the Mission at Kern County and he talked about his personal history with efforts to help the homeless. He stated, "I've been on every committee that you can imagine on this… its one of the most driving issues of my life… there is nothing that I care more for than this city and the men and women on the street… I'm sorry that these neighbors are [sighs] uh, believing in the worst, I dunno… I believe in what you [Casa Esperanza] are doing." Commissioner Koman is currently heavily involved with the Bakersfield Homeless Center, including organizing a fundraiser for them in his name.

- Commissioners Lomas, Bell, Cater, and Koman made comments during the Commissioner comment time that showed that their emotional interest in the topic of homelessness overshadowed and impacted their judgement about the issue at hand, which is a Conditional Use Permit application that would allow this house to be used for multiple families in this R-1 single-family residential zone. None of the comments during the opposition comment time said

that anyone was opposed to helping homeless women and their children, however the Commissioners disregarded all of our concerns as "sad".

- Commissioner Lomas said "My first thought is extreme sadness… these are women and children… I'm so sad that this is the conversation that we are having… I'm sorry, I'm sad… We are talking about homelessness."
- Commissioner Cater: "I share Commissioner Lomas' kind've emotional response."

Neighbors have collected over 100 signatures from Panorama, Princeton and other neighboring streets in an effort to voice our concern that the proposed project will place an undue burden on our community. As proposed, there would be no limit on the number of individuals from multiple families that would be allowed to live in this single house. There are also no plans to provide security personnel on the property for the residents, as well as have the ability to address any interpersonal issues that arise between residents. Finally, Casa Esperanza have exempted themselves from being legally responsible for any accidents or damages that may occur in the neighborhood. These three reasons support our position that this project does not align with the existing use of the homes in this single-family neighborhood. There was only a single letter of support and 2 form letters of support provided by the applicant from the 93305 area code (and includes the current homeowner who is in escrow to sell to Casa Esperanza).

Again, the issue is not whether the mission of the organization is worthy, but whether their plan is viable and feasible for the location they have selected, without putting undue burden on the neighborhood. The neighbors around this property overwhelmingly say that it is not and the organization has been unwilling to make any changes to their plans in an effort to come to a mutual agreement on implementation.

Rather than pit the idea of helping the homeless against a group of neighbors concerned about the implementation details and impact on our community, we appeal the decision made by the Planning Commission that approved this CUP request and kindly request that this matter be brought before the Bakersfield City Council for a final judgement.

Thank you!

Sincerely,

Kristen and Johnny Urquidez
1411 Panorama Drive
kurquidez@gmail.com
(661) 578-1472

BAKERSFIELD
THE SOUND OF Something Better

CITY OF BAKERSFIELD
PLANNING DIVISION
STAFF REPORT

TO: Chair Koman and Members of the Planning Commission — AGENDA ITEM 6.b.

FROM: Paul Johnson, Planning Director — APPROVED PJ

DATE: November 5, 2020

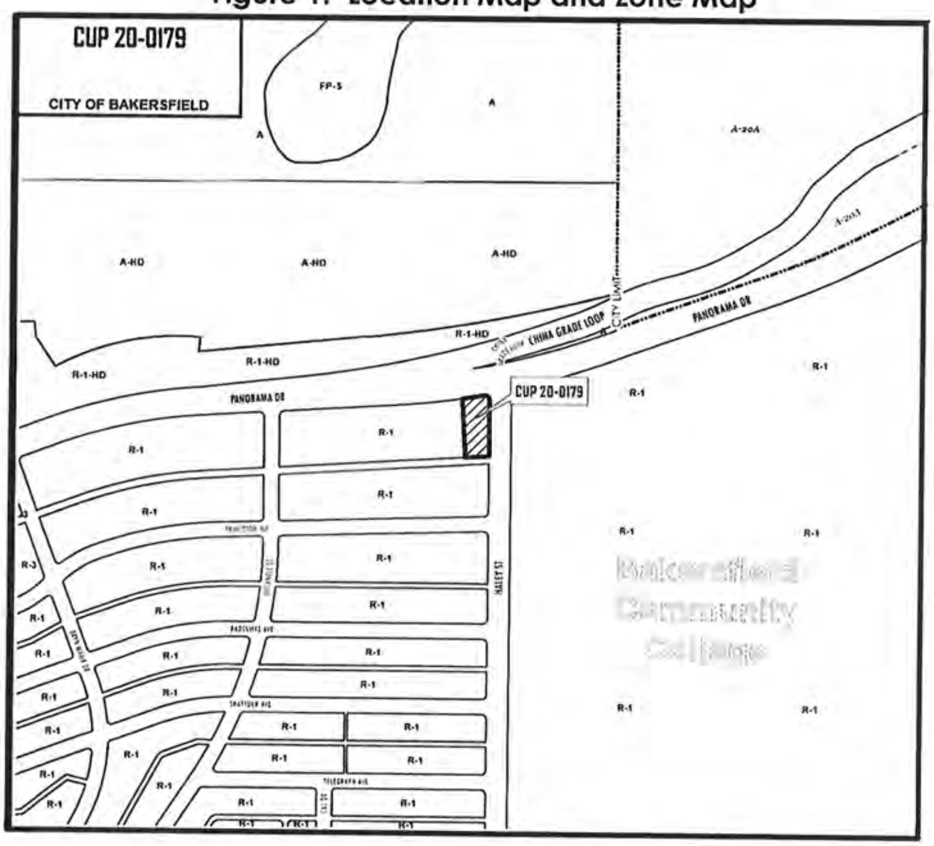
SUBJECT: **Conditional Use Permit; File No. 20-0179 (WARD 3)**

APPLICANT: Casa Esperanza Transitional Home for Women & Children
P.O. Box 13104
Bakersfield, CA 93389

OWNER: Martin & Carol Gonzalez
1421 Panorama Drive
Bakersfield, CA 93305

LOCATION: 1421 Panorama Drive | APN: 021-130-07

Figure 1. Location Map and Zone Map



RECOMMENDATION: Adopt Resolution and suggested findings **APPROVING** Conditional Use Permit No. 20-0179, as depicted in the project description and subject to the listed conditions of approval.

PROJECT SUMMARY:

The project is a request for a conditional use permit to allow a roominghouse to accommodate six residents (women) and their minor children, and one on-site resident assistant in the R-1 (One-Family Dwelling Zone) district.

Figure 2. Site Aerial

SURROUNDING LAND USES:

The 0.55-acre project site is developed with an existing single-family home. The site and surrounding property's General Plan land use designation, zoning classification, and land use are specified in Table 1:

Table 1. Surrounding Land Uses

LOCATION	GENERAL PLAN	ZONE DISTRICT	EXISTING LAND USE
Site	LR	R-1	Single-Family Residential
North	OS	R-1-HD	Open Space
East	PS	R-1	Bakersfield College
South	LR	R-1	Single-Family Residential
West	LR	R-1	Single-Family Residential

General Plan Key	Zone District Key
LR: Low Density Residential OS: Open Space PS: Public/Private Schools	R-1: One Family Dwelling R-1-HD: One Family Dwelling – Hillside Development Overlay

ANALYSIS:

Existing Site. The project site is located on the northeastern corner of an existing single-family neighborhood. As noted above, there are single-family residents to the south and west, with open space to the north and Bakersfield College to the east. The existing two-story 3,652 square foot home has seven bedrooms, a family room, a playroom, an office, and a kitchen/dining area (see Figures 3 and 4). According to the property owner, they utilized the home for foster care since May 1999 with an average 16 individuals residing in the home.

Figure 3. Site Plan

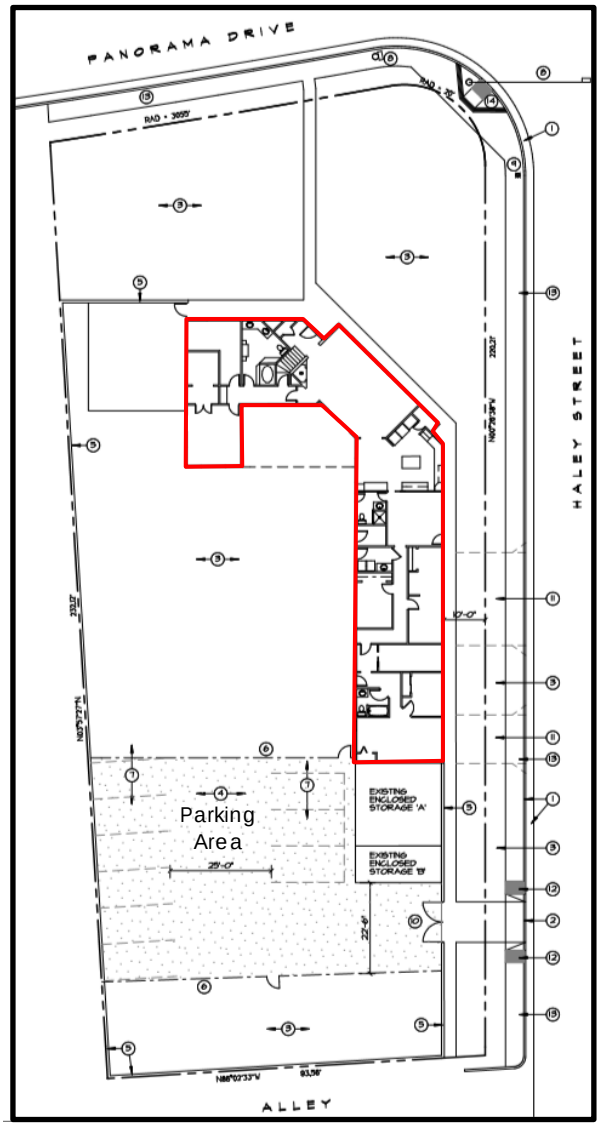
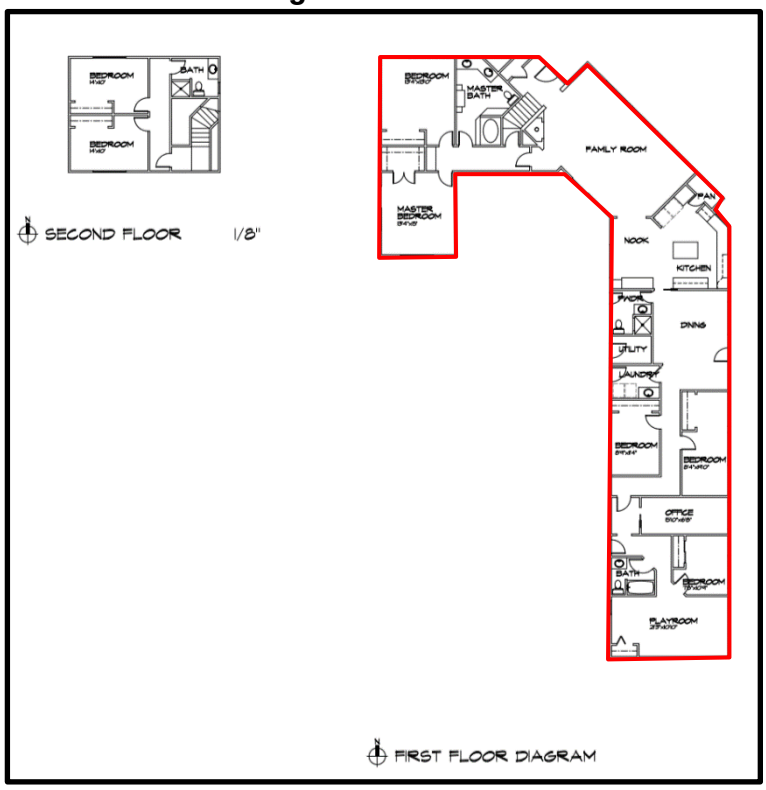


Figure 4. Floor Plan



Permitted Uses. In any residential zone, a homeowner can legally rent up to two rooms (one person in each room) as a permitted use within a primary residence. Furthermore, with recent changes in State law, a homeowner can also construct a 1,200 square foot Accessory Dwelling Unit (ADU), and convert a 500 square foot portion of the primary home into a Junior Accessory Dwelling Unit (Jr. ADU), thereby, renting to multiple individuals/families to provide income producing revenue. Additionally, a homeowner is allowed to operate a "residential facility" for six or fewer persons if licensed by the state of California.

Conditionally Permitted Uses. A roominghouse is a permitted use in the R-4 (High Density Multiple-Family Dwelling Zone) district; however, requires the approval of a conditional use permit in all other residential zones. The Bakersfield Municipal Code defines a roominghouse as:

> *"a building containing three or more guestrooms, used, designed, or intended to be used, let or hired, to be occupied or which are occupied by three or more individuals with or without meals, for compensation, as permanent guests pursuant to a previous arrangement for compensation for definite periods, by the month or greater term, and in which rooms are not occupied by, nor meals served, to transients."*

Project Overview. As proposed, Casa Esperanza Transitional Home for Women & Children ("Casa Esperanza") will operate a roominghouse as a residential housing program providing support for up to six homeless women and their minor children while transitioning to economic stability and permanent housing. The project is designed to be a home where residents live in a family-like setting while acquiring the counseling, and job/life skills necessary for a sustainable transition to the job market and permanent housing.

Site Improvements. If approved, the applicant will be required to submit for building permits to facilitate the interior remodel of the home to accommodate the roominghouse. The applicant is also proposing improvements that will consist of cosmetic enhancements to the exterior while maintaining the character of the home, installing fencing, and enhanced landscaping (see Figures 5 and 6). Additionally, new sidewalks will be required along a portion of the Panorama Drive and Haley Street frontages. Through the building permit process, the improvements will be required to address any outstanding code violations or unpermitted conversions that may have occurred on site.

Project Parking. Roominghouses require 1 parking space per sleeping unit. As proposed, two of the three existing driveways located on the east side of the property along Haley Street will be removed, with one remaining to provide access to the seven required parking spaces. As proposed, 9 parking spaces will be located on the southern portion of the property and screened from public view by a block wall.

Figure 5. Existing Conditions

Figure 6. Architectural Rendering

Project Operations. The applicant notes that Casa Esperanza is not a temporary shelter, a drug and alcohol rehabilitation facility, or a safehouse/sanctuary for women fleeing domestic violence. According to the Operations Statement, residents must be referred to the program and walk-ins are not permitted. Referrals are generally made from the local homeless services providers, court system, school districts, and clergy.

Upon referral into the program, the resident will be required to sign the House Rules and Resident Agreement Form acknowledging termination if they do not abide by the expectations of the program (see support documentation; Attachment D). The rules include, but are not limited to the following:

- Residents must participate in verifiable daily activities, including work, job search, and/or classes and training that are designed to lead to stable employment, a steady income and permanent housing.

- Residents must participate in a structured program of individual counseling/therapy and provide verification of attendance.

- Residents must develop a monthly budget and track all expenses and all income each month; at least 60% of the resident's income must be saved.

- Residents shall contribute 20% of income to the Home each month as program fees to help meet operating expenses.

- Residents shall participate in weekly house meetings and must agree to be present for family dinner Monday through Thursday.

- Residents are responsible for the supervision of their children and must not leave children unattended at any time. Children are only permitted to play in the backyard. Children of school age must be enrolled and attending school on a regular basis.

- Visitation hours are permitted 8:00am - 8:00pm daily by appointment only; visitors are only allowed in the common areas.

- Curfew is 10:00pm Sunday through Thursday, and 12:00am (midnight) on Friday and Saturday.

- Residents must agree to sign-in and sign-out when arriving and leaving the property. Residents must agree to be home every night unless they have obtained prior approval from staff in advance.

- Smoking is prohibited on the premises; no lighted candles, incense burning, or open flames of any kind are permitted in the rooms.

- Drugs and alcohol are prohibited on the premises; legally prescribed medication and small amounts of over-the-counter medicines are permitted.

- No guns or objects intended as weapons, including toy guns, swords, etc. are permitted.

Should your Commission approve the proposed request, staff is recommending the operation rules, regulations, and eligibility criteria for the project be adopted as conditions of approval.

Once enrolled in the program, the residents will work with Casa Esperanza staff members in developing a life plan with feasible and attainable goals enabling residents to obtain stable employment and permanent housing. The applicant specified most training will occur off-site and they will partner with outside organizations for provision of services as needed (i.e. medical, dental, child care). The residents typically will stay for a period of 12 to 24 months; however, some residents may stay longer depending on circumstances such as completion of an educational degree.

Casa Esperanza Model. According to the applicant, Casa Esperanza's objective is to break the intergenerational impact for homeless women by providing a privately funded alternative to the government-sponsored housing-first approach. Referencing the Kern County Homeless Collaborative's 2018 Cost Benefit Analysis (see support documentation; Attachment I), the applicant specified that one "casa" serving six homeless women saves an estimated $50 million in societal cost over 20-years (assuming $28,000/year average societal cost of a single homeless person).

To make this happen, Casa Esperanza is directly modeled after a similar project, the Alexandria House located in Los Angeles. As support for this model, the Alexandria House provided the following data from their 22 years of operation to the applicant:

- More than 92% of the families that have transitioned through the Alexandria House program remain in permanent housing.

- Approximately 200 families and single women have established financial security and moved into permanent housing.

- Less than 1% of participants were terminated from the program for non-compliance.

NEIGHBORHOOD OUTREACH AND PUBLIC NOTIFICATION:

Neighborhood Outreach. As part of their neighborhood outreach, Casa Esperanza conducted two Zoom meetings on June 12, 2020, and July 6, 2020, with neighbors in the vicinity of the proposed project.

Public Notification. Public notice for the proposed project and environmental determination was advertised in *The Bakersfield Californian* and posted on the bulletin board in the City of Bakersfield Development Services Building, 1715 Chester Avenue, Bakersfield, California. All property owners within 300 feet of the project site were notified by United States mail regarding this public hearing in accordance with city ordinance and state law.

Signs are required as part of the public notification process and must be posted between 20 to 60 days before the public hearing date. The required signs were placed on the project site on October 16, 2020 giving public notice of the November 5, 2020 meeting. Photographs of the posted signage and the Declaration of Posting Public Hearing Notice signed by the applicant are on file at the Planning Division.

Prior to and in response to the public hearing notices, City staff received written correspondence from individuals in support and in opposition to the project. The comments are summarized below, and all correspondence received at the time of preparation of this report is attached.

Public Comments (Support). As of this writing, City staff received comments from two individuals and 244 form letters in support of the project.

A comment was provided by the existing homeowner stating the home has been used as foster care for the past 20+ years with no complaints about children, noise, or vehicles. It was stated there was an average of 16 individuals in the home. Additionally, the homeowner noted that programs like Casa Esperanza are necessary to help individuals obtain a "brighter future."

A comment was provided by a former 32-year Deputy District Attorney. The letter stated Casa Esperanza would benefit the community by providing a stable home life for children to succeed and housing for women who may have come from a domestic violent setting.

The form letters stated that Casa Esperanza provides a holistic program that will serve one of the most vulnerable segments of Bakersfield's homeless population; women and children. It will be complementary to existing efforts to alleviate homelessness and holds the promise of breaking the cycle of homelessness for families. Casa Esperanza is a home, not a shelter or rehab facility. A home belongs in a residential setting.

Public Comments (Opposition). As of this writing, City staff received 17 letters and a petition with 100 signatures in opposition to the project. The topics discussed in the comments are summarized and responded to as follows:

Number of Persons:

Comment - The property and abutting neighborhood is designated for single-family homes. A precedent may be set if disregarding the adopted zoning ordinance. There is also potential that as occupancy increases, the risk for accidental fires increase.

Response - The Bakersfield Municipal Code allows roominghouses in the R-1 (One-Family Dwelling Zone) subject to approval of a conditional use permit. One of the purposes of the conditional use permit process is to ensure compatibility with the surrounding neighborhood through conditions of approval. If the project is approved, staff recommends specific conditions of approval as listed in Exhibit A of the Draft Resolution to include prohibiting smoking on the premises and that no lighted candles, incense burning, or open flames of any kind are permitted in the rooms. Additionally, the project will utilize an existing single-family structure and is not proposing any expansion. By virtue of the required Building permits, all work will be inspected for conformance with California Building and Fire Code.

Supervision & Rules/Household Management:

Comment - The policies and rules established will not be followed and will be difficult to enforce.

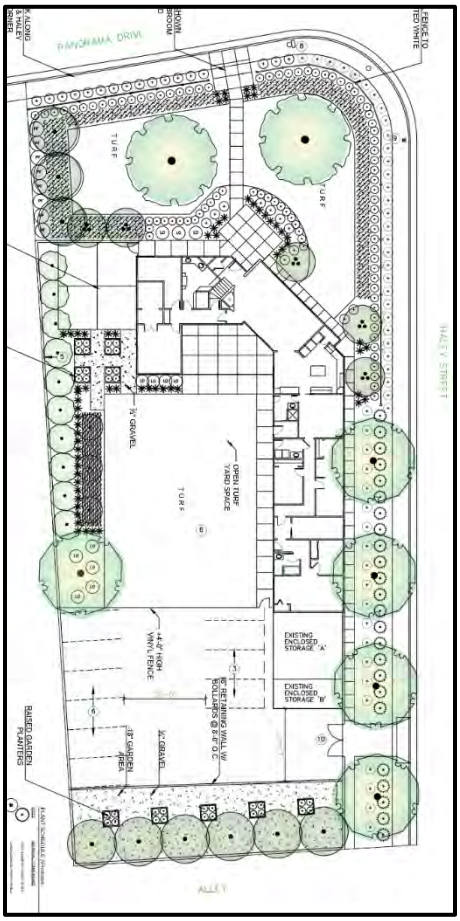
Response - In order to ensure the roominghouse is operated in the manner proposed, a condition of approval is recommended that requires the applicant continuously comply with the operating statement, house rules, and resident agreement. Staff also recommends a condition of approval that staff be on-site 24 hours per day, seven days per week, or while any resident is staying within the facility. Additionally, the rights granted by approval of the conditional use permit may be revoked with good cause pursuant to Bakersfield Municipal Code Section 17.64.060 if the applicant fails to comply with the conditions approved as part of this permit.

Safety & Security:

Comment - The project will negatively affect the privacy, safety, and security of the neighborhood and existing families.

Response - If the project is approved, specific conditions of approval are being recommended to assure compliance with the intent and purpose of the zoning regulations and protect the public health, safety, convenience, and welfare. Additionally, the proposed enhanced landscaping will act as a buffer between the project site and adjacent neighbors providing for additional privacy (see Figure 7 and support document; Draft Resolution Exhibit D).

Figure 7. Landscape Plan



Children's Wellbeing:

Comment - Children will be playing outside the confines of the backyard area which could raise potential safety issues near the busy intersection. Children will need constant supervision and this cannot be accomplished while the mothers join the work force.

Response - As part of the site improvements, the applicant will install a 42-inch tall split rail fence along Panorama Drive and portion of Haley Street to assist in limiting the potential safety concerns for the children. Additionally, within the House Rules and Resident

Agreement, the individual resident is responsible for supervision of their children at all times and the children are only permitted to play outside in the backyard. School age children shall be enrolled in school and attending on a regular basis. Child care may be provided off-site if the resident is at work.

Parking:

Comment - Parking will be limited to the driveways and on-street parking if future expansion of the outdoor play area occurs.

Response - Roominghouses require 1 space per sleeping unit. Therefore, the 6 bedrooms (residents) and 1 bedroom (on-site resident assistant) requires 7 spaces. As previously noted, two of the existing driveways will be removed so no parking will occur in these areas. The applicant is providing 9 spaces to be located on-site (off-street parking). The applicant also noted that most residents rely on public transportation due to costs associated with owning vehicles.

Guests:

Comment - The past circumstances these women face may lead to potential uninvited guests causing individual and public safety concerns.

Response - As previously noted above, part of that House Rules and Resident Agreement states that visitors are only welcome by appointment between the hours of 8:00am and 8:00pm and are only permitted in the common areas. Visitors must also abide by the same rules and policies as the residents to ensure safety on-site.

Property Values:

Comment - The project may have a negative impact on adjacent property values.

Response - There are a large number of factors that influence property values such as:

- Current housing markets;
- Interest rates;
- Employment opportunities; and
- Faith in the current economy.

The applicant did not provide a market analysis or other information related to real estate values in the area. However, no information has been submitted to demonstrate that utilization of this site as a roominghouse would negatively impact adjacent property values.

Unpermitted Conversions:

Comment - The existing home has two unpermitted garage conversions that do not comply with California Building Code requirements.

Response - As previously noted, the applicant will be obtaining building permits for home improvements. At that time, the Building Inspector will verify all improvements and any existing structures are permitted. Nonetheless, staff is recommending a condition of approval that prior to commencement of operations, the City of Bakersfield Development Services Department/Building Division and Fire Department/Prevention Services be contacted for any necessary inspections and/or permits.

The submitted petition states that the residents around 1421 Panorama Drive [project site] oppose a conditional use permit for the Casa Esperanza project. Those signing the petition feel the single-family zoned property that they [Casa Esperanza] have selected is not intended to be used for such a project and the impact on the neighborhood would be substantial.

ENVIRONMENTAL REVIEW AND DETERMINATION:

This project has been found to be exempt from the provisions of the California Environmental Quality Act (CEQA) and the City of Bakersfield's CEQA Implementation Procedures in accordance with Section 15303, *New Construction or Conversion of Small Structures*. This exemption includes Class 3 projects consisting of the construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. A Notice of Exemption has been prepared.

CONCLUSION:

Required Findings. Section 17.64.060.C contains specific findings that must be made in order for your Commission to approve the requested conditional use permit. Specifically, the section states that a conditional use permit shall be granted only when it is found that:

1. The proposed use is deemed essential or desirable to the public convenience or welfare; and

2. The proposed use is in harmony with the various elements and objectives of the general plan and applicable specific plans.

Section 17.64.060.D also states that a conditional use permit may be subject to such conditions as deemed appropriate or necessary to assure compliance with the intent and purpose of the zoning regulations and the various elements and objectives of the general plan and applicable specific plans and policies of the city or to protect the public health, safety, convenience, or welfare.

Finding #1. In accordance with these required findings, and as conditioned, Staff finds: (1) the roominghouse would offer a stable living environment for women and their minor children; (2) the roominghouse would provide housing to reduce the number of un-housed individuals in the community; and (3) the roominghouse would result in a development project that is consistent with the intent of the Bakersfield Municipal Code to protect the public health, safety, convenience, or welfare.

According to the 2020-2025 Consolidated Plan for HUD (U.S. Department of Housing and Urban Development) funds for the City of Bakersfield, overpayment is the most common housing problem throughout the City. A discrepancy currently exists between the median income of female-headed, single-family households ($26,549, less than half of the overall median income of $57,095) and availability of affordable housing units. For example, at this income, an individual would need to spend no more than $663 per month on housing to avoid cost burden; however, the median rent in the City is $1,035 or 56% greater than these households can afford. Thus, increasing the supply of affordable housing for lower income households, including single-family, female-headed households, is a high priority for the City of Bakersfield as identified in the Consolidated Plan. Roominghouses such as the proposed project provide

an additional affordable housing opportunity for a subset of the community that is deemed essential and desirable to the public convenience and welfare.

Finding #2. Staff has reviewed the proposal for compatibility with the various elements, objectives, goals, and policies contained within the *Metropolitan Bakersfield General Plan Land Use Element* and finds the roominghouse is in harmony. Specifically:

Goal 2 *Accommodate new development which provides a full mix of uses to support its population.*

The proposed roominghouse provides an additional housing option other than single family or multiple-family developments available for rent or purchase, that is aimed at providing support for women and children. The program also provides counseling as well as job and life skills training for the residents.

Goal 3 *Accommodate new development which is compatible with and complements existing land uses.*

The Casa Esperanza program is designed to be a home where residents live in a family-like setting while acquiring the counseling and skills necessary to transition to permeant housing. This is not a short-term facility as most residents typically stay for a period of 12 to 24 months, or longer depending on the circumstances. The proximity to higher education (Bakersfield College) and public transit is consistent with the proposed use. The project has been designed to be compatible and complement the single-family residential neighborhood to the west and south by improving the aesthetics of the property, providing adequate off-street parking, and implementing operational rules for the residents that would be included as conditions of approval for the project.

Goal 7 *Establish a built environment which achieves a compatible functional and visual relationship among individual buildings and sites.*

The property would be enhanced with cosmetic improvements to the home and open space area. The project has been designed to be consistent with a single-family residential neighborhood, and does not reflect any commercial or other uses such as through the use of signage.

Policy 3 *Ensure that residential uses are located in proximity to commercial services, employment centers, public services, transportation routes, and recreational and cultural resources.*

The proposed roominghouse is adjacent to Bakersfield Community College, which includes a public transit station providing six different Golden Empire Transit (GET) bus routes. Additionally, recreational areas (e.g., Panorama Park) are located nearby to the north.

Policy 4 *Encourage maintenance of the residential character of specially identified neighborhoods through such mechanisms as architectural design, landscape, and property setbacks.*

The exterior of the home will be improved and landscaping added to the project site to align with the visual character of the residential neighborhood.

Policy 6 *Retain existing residential neighborhoods as designated on the Land Use Plan, and allow for the infill of residential land uses which are compatible with the scale and character of the surrounding neighborhood.*

Roominghouses are a permitted use in the R-1 (One-Family Dwelling Zone) district subject to securing a conditional use permit to ensure compatibility with the surrounding neighborhood through conditions of approval. Since the project will utilize an existing single-family structure with no proposed expansion, and with compliance to conditions, the roominghouse should remain compatible with the character of the surrounding neighborhood.

Policy 82 *Preserve existing significant sound residential neighborhoods, commercial districts, and industrial areas.*

Since a roominghouse is a permitted use in the R-1 (One-Family Dwelling Zone) district subject to securing a conditional use permit, there is no requirement for re-zoning the property to accommodate the use. The applicant states their intent is to operate a roominghouse that maintains the character of the existing residential neighborhood.

Policy 85 *Encourage the revitalization of deteriorated land uses and buildings.*

To revitalize the site, the applicant is proposing site improvements that consist of cosmetic enhancements to the exterior of the home, providing sidewalks along the Panorama Drive and Haley Street frontages, installing fencing, and enhanced landscaping.

Planning Commission Options: After considering information presented in the record, public testimony, and deliberations, your Commission could make a motion on one of the following options:

- Approve the Project. Your Commission could approve the project subject to applicable conditions of approval.

- Deny the Project. Your Commission could deny the project for specific reasons determined and made known by the Commission.

- Continue the Project to a Later Date. Your Commission may have unanswered questions and/or request additional information unavailable at the time of the hearing that is needed to make an informed decision. Therefore, your Commission could continue the hearing to a date certain to provide additional time to obtain the requested information.

- Refer the Project Back to Staff. Your Commission may have substantial concerns that require an undetermined amount of time to resolve. In which case, it may warrant the project be referred back to staff for re-advertisement and reconsideration at a later date.

Staff's Recommendation. Based on the foregoing, and available information at time of writing, Staff concludes the request sufficiently demonstrates compliance with the necessary findings and, therefore, recommends your Commission adopt Resolution and suggested findings approving Conditional Use Permit No. 20-0179, as depicted in the project description and subject to the listed conditions of approval.

Attachment A:
Operating Statement

OPERATING STATEMENT

CASA ESPERANZA – TRANSITIONAL HOME FOR WOMEN & CHILDREN

Revised 10/21/20

What Casa Esperanza **IS**: A transitional home for homeless women ("Residents") and their minor children. It is transitional residential housing program, a "Home" where Residents live in a family-like setting while acquiring the counseling, job skills and life skills required to sustainably transition to the job market and permanent housing. Resident referrals will likely come from local homeless services providers (e.g. Bakersfield Homeless Center), school districts, courts, clergy, etc. Casa Esperanza is currently debt-free and privately funded. See our Mission and History, attached as Exhibits A & B.

What Casa Esperanza **IS NOT**: A temporary shelter, a drug and alcohol rehabilitation facility, a safe-house/sanctuary for women actively fleeing domestic violence. Casa Esperanza has no religious requirements or affiliation.

Number of Occupants & Length of Stay: The Home is 3,652 square feet, has 7 bedrooms and will safely and adequately accommodate six Residents and their minor children. Most, but not all, of the Residents will have one or more children with them. Residents will generally stay for a period of 12 to 24 months[1]. A Resident Assistant will live in the Home.

Daily Operation: House operations will be managed by a Program Manager who will also provide individual case management to ensure each Resident is progressing toward achievement of their Life Plan goals. A part-time Administrative Assistant will support the Program Manager several days per week. A Resident Assistant will live in the home. The Program Manager, Administrative Assistant and Resident Assistant constitute the initial "Staff". Residents will come and go based on their school, job training, or work schedules. Family dinner will be served Monday through Thursday. Attendance at family dinners is mandatory unless excused for illness or work. Curfew is 10:00pm weekdays and Midnight on weekends. Visitors will be allowed 8 am – 8 pm every day by appointment and are only permitted to be in the main living room, dining room, kitchen, and backyard areas.

Programming: Our mission is to equip Residents with the skills they need to live independently and sustainably so that they can successfully re-integrate into the job market, permanent housing, and the community. Each Resident will develop her own Life Plan based on the programming outlined below. Residents must sign a House Rules and Resident Agreement wherein they promise to follow House Rules and participate in the program as designed. A copy of the House Rules and Resident Agreement is attached as Exhibit C.

Program elements include:

a. Individual counseling
b. Group counseling

[1] Some Residents may stay longer than 24 months depending upon unique circumstances, such as completion of a degree program.

c. Weekly house meetings
d. Household chores (rotating cooking & cleaning)
e. Work
    i. Working
    ii. Looking for work
    iii. Closing gaps in job skills
    iv. Closing gaps in education
    v. Combination of some or all of the above
    vi. Job search, application and interviewing skills
f. Financial
    i. Personal finance/budget stewardship training
    ii. Contributing 20% of all income to the program
    iii. Saving 35-60% of all income for transition to permanent housing
    iv. Smart-Shopping
g. Parenting classes
h. Self-Care
    i. Diet & Exercise
    ii. Self-Image
    iii. Healthy Cooking

Outside Services: Casa Esperanza will partner with outside organizations for the provision of services where it makes sense to do so. Most services will be provided off-site, such as job skills training, medical and dental care, counseling and child care.

Parking: Onsite parking is ample for Residents, Staff and Visitors. The property is over ½ Acre in size and currently contains 16 parking spaces. After renovations and removal of two concrete driveway aprons on Haley Street, there will be 9 paved parking spaces on-site. Staff and Visitors will park in these paved spaces. Since transportation is a large household budget expense, many of our formerly homeless Residents may, but most likely will not, have their own vehicles.

Casa Esperanza is Essential and Desirable for the Public Convenience and Welfare of the City of Bakersfield
Casa Esperanza is a structured, residential transitional housing program aimed at making intergenerational impact for homeless women and children in Bakersfield. Our objective is the break the cycle of homelessness and poverty one family at a time. We provide a complementary, privately funded alternative to the government-sponsored housing-first approach. Casa Esperanza blends rights with responsibilities, providing a hand-up versus a hand-out, and requiring participants to generate a Life Plan for themselves and their children. One "casa" serving 6 homeless women and their minor children saves an estimated $50 Million in societal cost over 20-years[2]. Most of these savings will be realized by the city and county.

[2] Assumes $28,000/yr average societal cost of a single homeless person (from 2018 Cost/Benefit Study) with 50% of women transitioning out every 12-months. Detailed economic analysis available upon request.

Attachment B:
Mission

Casa ESPERANZA

TRANSITIONAL HOME FOR WOMEN & CHILDREN

MAKE A DIFFERENCE BY DONATING!

OUR MISSION

To provide homeless women and children in the Bakersfield area with innovative and holistic services in a sustainable model that supports their transition to permanent housing and stable employment.

OUR PUPOSE

- Break the cycle of homelessness and poverty one family at a time
- We are out to make inter-generational change; the children will have different futures available to them
- We are first and foremost a "home", not a shelter, not a substance abuse recovery facility
- We have no religious affiliation

HEALING

- We are a place where women and their children can pick up the pieces, heal, and begin anew
- We are modeled after Alexandria House in L.A., which has a 22-year track record of successfully transitioning women from homelessness to independence

TRAINING

- We help women get the toolkit they need to reintegrate into the job market and to live sustainably in permanent housing
- The women will receive counseling, integrated case management, job training, personal financial coaching, childcare when at work, and take their turn cooking and cleaning

RESPONSIBILITIES

- We couple rights with responsibilities; a true hand-up versus a hand-out
- The women will contribute a small portion of their income to the household budget, and save between 30% and 60% for when they transition into permanent housing

SUSTAINABILITY

- We are a sustainable alternative to the government sponsored housing-first model
- With the permanent endowment in place, we will be sustainable over decades; the endowment is a one-and-forever investment

P.O. Box 13104, Bakersfield, CA 93389-7197
Like us on Facebook - Casa Esperanza Transitional Home for Women-Homeless • Follow us on Instagram - casaesperanzabakersfield
www.esperanzabakersfield.org

Attachment C:
History

Casa ESPERANZA

TRANSITIONAL HOME FOR WOMEN & CHILDREN

Brief History and Purpose

In 2014, several Bakersfield women entertained the possibility of establishing a home for women transitioning from homelessness to economic stability and permanent housing. They did so recognizing that the population of homeless women is the largest growing segment of our society.

After several visits to *Alexandria House,* a highly successful transitional home in Los Angeles, efforts went forward to establish *Casa Esperanza Transitional Home for Women*, modeling its program after that of *Alexandria House*. *Casa Esperanza Transitional Home for Women* was Incorporated in December 2014, and is a 501(c)3 tax exempt public benefit corporation.

With five founding members, efforts were made to identify individuals who, together, would become a robust Board of Directors capable of "standing in the future-fulfilled" and committed to moving that vision forward into reality. *Casa Esperanza* is blessed with a Board whose members exemplify that same vision, passion and commitment.

Casa Esperanza is in the process of raising funds not only for the purchase of a suitable dwelling for prospective residents, but also to establish an endowment in order to ensure its ongoing mission.

In every aspect of its operation, *Casa* Esperanza will honor the inherent dignity and personal worth of the home's resident women and children. A positive self-image and sense of worth are operative factors toward one's success in dealing with adversity, hence, the physical dwelling itself will reflect the dignity of its residents.

Innovative and holistic in nature, the program at *Casa Esperanza* will enable in residents an awareness of their own abilities, and assist them in acquiring the relational and job skills necessary for employment with a sustainable wage and accompanying benefits, all of which contributes highly to a healthy self-concept as a person of dignity and individual worth.

Casa Esperanza is out to make intergenerational impact, breaking the cycle of homelessness and poverty in Bakersfield, one family at a time. While the immediate need and focus of Casa Esperanza's efforts is on homeless women, it is lives of their children that will become the living legacy of the transformative and sustainable impact made by Casa Esperanza.

Attachment D:
House Rules & Resident Agreement

CASA ESPERANZA
Transitional Home for Women

HOUSE RULES AND RESIDENT AGREEMENT

I, _____, ("You", or "Resident") agree to abide by and comply with the following rules and expectations ("House Rules") set forth by Casa Esperanza ("We", or "Home"). Furthermore, I understand and agree that any violation of this House Rules and Resident Agreement ("Agreement") is reason for the Home to terminate me from the program.

LIFE PLAN and GOAL-SETTING

Working with Casa Esperanza staff members ("Staff"), You agree to develop a Life Plan with feasible goals that will enable You to move from transitional housing at *Casa Esperanza* to economic stability and permanent housing. To achieve these goals, You must participate in verifiable daily activities, including work, job search, and/or classes and training that are designed to lead to stable employment, a steady income and permanent housing.

You will review your goals weekly with a designated Staff person. Your length of stay at the Home will be determined based on progress made toward completing goals, saving money, providing verification and documentation of goal achievement, compliance with rules of the program and contributing toward the social and financial well-being of the Home.

COUNSELING/THERAPY

You must participate in a structured program of individual counseling/therapy and provide verification of attendance. Staff will provide a list of local therapists upon request. Residents who are recovering from drug and alcohol dependency issues must provide verification that they have been clean and sober for at least two years to be eligible to reside at Casa Esperanza. You agree to remain clean and sober during the entirety of your stay at Casa Esperanza.

60% SAVINGS GOAL

You must participate in a structured savings program and may elect to save money through a program offered by Casa Esperanza. If You choose to save in another account, You must provide documentation each month of funds availability/account balances. You must develop a monthly budget and track all expenses and all income each month, with the goal of saving as much money as possible for your transition to permanent housing.

Staff will review your budget with You each month. The primary goal of *Casa Esperanza* is to help You improve your life circumstances such that You can afford to acquire permanent housing. You are required to save at least 60% of your income, which includes wages, earnings, welfare checks, child support payments, social security and disability payments and any other money You receive. If there are special circumstances that makes it infeasible for You to save at least 60% of your income, You must disclose the circumstances to Staff and create an alternative savings plan. Any alternative plan must be structured to save a minimum of 35% of income.

PROGRAM FEES

You will contribute twenty percent (20%) of your income to the Home each month as program fees to help meet operating expenses. Income includes wages, earnings, welfare checks, child support payments, social security and disability payments and any other money You receive. Staff will help you establish a payment schedule.

HOUSE MEETINGS

You agree to attend a weekly House meeting. These meetings create a supportive environment and provide an opportunity to discuss any issues or concerns related to House governance and operation.

MEALS

You agree to be present for family dinner each Monday through Thursday. If for some reason You cannot be present for dinner, due to school, work or an appointment, You must inform Staff in advance. You agree to sign-out on the Notice Board so the person preparing the meal knows how many to expect.

You agree to take your turn preparing weekday dinner on a rotating basis, and participate in the clean-up after each dinner. If you cook, You are responsible for cleaning the stove. You are responsible for preparing yours and your family's own breakfast and lunch every day, and your weekend dinners.

Grocery shopping is done each week by Staff/volunteers. You agree to note any needed items on the shopping list. If basic household food items are needed at other times (for ex. milk, bread, eggs), You agree to pick up these items if asked, and receive reimbursement from the Home. All food that

enters the Home is for everyone residing in the Home.

HOSPITALITY

Casa Esperanza is a house of hospitality. Everyone who lives and works here is expected to contribute to a welcoming and caring atmosphere for those who come to the house. The use of profanity and inappropriate or derogatory language does not contribute to an atmosphere of respect and hospitality and will not be tolerated. You agree to speak and interact respectfully with Staff and all Residents.

OCCUPANCY AND HOUSE MAINTENANCE

You are responsible for keeping your room(s) and the rest of the Home in good, clean condition. You agree to be assigned specific household chores each week on a rotating basis. Room-checks and chore-checks will be performed by Staff on a regular basis. **NO FOOD** is allowed in the bedrooms. You agree to be responsible for and fix any damage to the property caused by You or your family members due to misuse or neglect.

LIABILITY

You agree that Casa Esperanza is not liable for injury to You or your family members residing in the Home, or to any guest or property of yours temporarily on the real property occupied by the Home (the "Premises).

RIGHT OF ENTRANCE

Staff will be respectful of your privacy. You agree that, in case of emergency or concerns relating to the health and safety of the Home's occupants and your compliance with House Rules, Staff will have immediate access to your room(s).

CHILD CARE

If You are a parent or guardian, You are responsible for the supervision of the children in your care (your "Children") and agree to know the whereabouts of your Children at all times. You agree not to leave your Children unattended at any time. Your Children under 10 years of age must be within an adult's eyesight at all times. Your Children may not be in another family's room without an adult present. Your Children age 10 years and older may use the microwave with your permission. Your

Children age 12 and older may use the stove with your permission and you agree to ensure an adult is present in the kitchen at all times during such use. You agree that your Children will be in their room(s) and quiet no later than 9:00 p.m. each night Sunday through Thursday. On Friday and Saturday nights your Children must be in their room(s) and quiet by 10:00 p.m.

SCHOOL / EDUCATION

You agree that your school age Children will be enrolled in school and attending school on a regular basis. Staff will work with You to arrange resources to assist with tutoring and academic achievement upon request.

VISITORS / DINNER GUESTS

Visitors are welcome at the Home 8:00am – 8:00 p.m. every day by appointment only. Visitors are only allowed in the main living room, dining room, kitchen and back yard areas of the Premises. If You are inviting guests for dinner, You agree to put the names of your guests on the Notice Board in the morning. Dinner guests are expected to leave the property by 8:00 p.m. You are responsible for ensuring that your visitors and dinner guests abide by the House Rules.

CURFEW

You are expected to be home by 10:00 p.m. each evening, Sunday through Thursday, and by Midnight on Friday and Saturday evenings. In the event of an emergency causing you to be late, you agree to notify Staff prior to the curfew time. Coming home late, after curfew, is considered a serious breach of House Rules, and grounds for termination of your participation in the program.

SIGNING IN/OUT AND EXTENDED ABSENCES

You agree to sign-in, and sign-out, on the Notice Board. You agree to be home every night. If you must stay out past curfew or overnight for any reason, you agree to complete a "Permission to Stay out Late" form and obtain Staff approval in advance.

SMOKING

Smoking of any kind is prohibited in the Home and on the Premises. No lighted candles, incense burning or open flame of any kind is permitted in your room(s).

CASA ESPERANZA
Transitional Home for Women

DRUGS AND ALCOHOL

You will not be allowed to enter the Home and/or remain on the Premises if you exhibit signs of intoxication. No drugs of any kind are allowed in the Home and on the Premises except for legally prescribed medication and small amounts of over-the-counter medicines. Alcoholic beverages are not allowed on the Premises.

SAFETY

Verbal and physical violence is prohibited in the Home and on the Premises. No guns or objects intended as weapons, including toy guns, swords, etc. are allowed in the Home or on the Premises. Your Children may play outside in the backyard only. You agree to participate in routine fire evacuation and earthquake drills and any other safety related training provided to Residents regarding living safely in the Home.

TERMINATION FROM PROGRAM

I understand and acknowledge that my failure to follow the House Rules, and in particular those listed below, is justification for the Home to terminate my participation in the program.

1. My engaging in violence against another Resident or person in the Home or on the Premises.
2. Deliberate destruction or theft of property by me, my family member(s) or my visitors or dinner guests;
3. The use or distribution of drugs or alcohol by me, my family member(s) or my visitors or dinner guests; and
4. The possession of weapons or articles of any kind that would create a hazard, by me, my family member(s) or my visitors or dinner guests.
5. Intentional threats of violence made by me, my family member(s) or my visitors or dinner guests which Staff reasonably believes endangers the life, safety or well-being of others in the Home or on the Premises.

CASA ESPERANZA
Transitional Home for Women

I have read and understand the House Rules of Casa Esperanza as listed above. I agree to abide by the House Rules and understand that my failure to do so at any time may result in termination of my participation in the program.

Resident: _____ Date: _____

Staff: _____ Date: _____

Departure date: _____

Reason for departure: _____

Forwarding address: _____

_____

_____

Attachment E:
Applicant Justification

ESSENTIAL & DESIRABLE TO THE PUBLIC CONVENIENCE & WELFARE OF THE CITY OF BAKERSFIELD

CASA ESPERANZA – TRANSITIONAL HOME FOR WOMEN & CHILDREN

07/29/20

Casa Esperanza is Essential and Desirable for the Public Convenience and Welfare of the City of Bakersfield

Casa Esperanza is a structured, residential transitional housing program aimed at making intergenerational impact for homeless women and children in Bakersfield. Our objective is the break the cycle of homelessness and poverty one family at a time. We provide a complementary, privately funded alternative to the government-sponsored housing-first approach. Casa Esperanza blends rights with responsibilities, providing a hand-up versus a hand-out, and requiring participants to generate a Life Plan for themselves and their children. One "casa" serving 6 homeless women and their minor children saves an estimated $50 Million in societal cost over 20-years[1]. Most of these savings will be realized by the city and county.

[1] Assumes $28,000/yr average societal cost of a single homeless person (from 2018 Cost/Benefit Study) with 50% of women transitioning out every 12-months. Detailed economic analysis available upon request.

Attachment F:
Public Support

From:	Coleen Peters
To:	Jim P. Mosher
Cc:	Casa Julie Ceasar Casa Esperanza
Subject:	Fw: Casa Esperanza letter from Carol G.
Date:	Sunday, October 4, 2020 11:03:55 AM

Coleen Peters
661-747-9001

http:buyandsellbakersfield.com/
Coleen & Kevin Peters
9100 Ming Ave Suite 100
Bakersfield, CA 93311
DRE License 829354

COLDWELL BANKER | PREFERRED, REALTORS®

From: Carol Gonzalez <carolg0nzalez@yahoo.com>
Sent: Friday, October 2, 2020 1:20 PM
To: Coleen Peters <cpeters@cbbakersfield.com>
Subject: Re: Casa Esperanza

Our home at 1421 Panorama Drive, has never been only three or four people. We've been foster parents since 1985, here in Bakersfield / Kern County. Since, we have lived here on Panorama Drive since, May of 1999, we were one of only ten homes that took teenagers and only one home of five that took Native American children. We've had about one hundred children share our Foster Home since 1985. We've had some guardianship's and one adoption. At no time has there ever been only four of us living in any residence, especially Panorama Drive .... our average count was sixteen (16) but we've had up to (20) twenty, with room and beds for everyone. I love telling people everyone should have almost (4,000) four-thousand square feet of living space. Some stayed long term, but sadly only two sets of children went back home. But, all graduated high school, went on to BC and Cal-State Bakersfield.

We've never been loud, carried on, or disrupted any of our neighbors. We bought our house to accommodate all our kids and their cars. Through the years we have had no complaints about any of our foster children, loud noise or their cars. It makes me sad that no one wants this project in their own back yard. People need a hand up and help for a brighter future. We all need to be the difference and make the difference. Where have you been the past 21 years, what have you done to make Kern County a better place to live? I've been right here, tending to all my children both past and present, and making a difference in someone's life, because it is the right thing to do. Kern County is such a giving town with many beautiful people and opportunities. We tried, buying a house at Brighton over in the Stockdale area, so all our kids could go to Stockdale High School. We would of had the biggest house + a seven car garage to accommodate all of us, Castle and Cook wanted to know why we wanted such a large house & garage, We told them, for our Foster children. Their solution was, selling our lot from under us, not once but twice, and they would never give is a final price. I was mad and sad at such discrimination of foster families. I could of sued, but we decided to look around for something that would be right for us and our unique family and Panorama Drive was perfect to fit our unique needs. Now, since we are raising our last child, along with about 8 of his teen age friends, who are constantly here due to their own home situations, no food, being kicked out with no place to go, We make the difference in every child's life even if they are not our own, because it is the right thing to do. I could add more, but, I'm going to stop here. Thank you for your time.

Carol Gonzalez, Homeowner.
On Thursday, September 24, 2020, 8:45:16 PM PDT, Carol Gonzalez <carolg0nzalez@yahoo.com> wrote:

----- Forwarded Message -----
From: Coleen Peters <cpeters@cbbakersfield.com>
To: Coleen Peters <cpeters@cbbakersfield.com>
Sent: Thursday, September 24, 2020, 8:36:53 PM PDT
Subject: Casa Esperanza

Hi friends,
As most of you are aware, I have become very involved with Casa Esperanza, Transitional Home for Women and Children. We are out to make permanent changes in the lives of these women and children, breaking the cycle of homelessness. We are a home, not a shelter or rehab facility and it is imperative that we are in a neighborhood. The address is 1421 Panorama Dr located right across from Bakersfield College.

We finally have the house in escrow and are working with the city to get our Conditional Use Permit (CUP). It is very important that the city knows that we have strong community support. I'm asking you to please fill out a form by clicking on this link https://www.EsperanzaBakersfield.org/letter-of-support/ or you can reply to this email and write your own personal story, just make sure that it includes your name and a physical address. All letters will be collected and sent to the City of Bakersfield Development Services Department on your behalf.

If you would like to become involved or have questions please do give me a call 661-747-9001
Thank you

Coleen Peters
Casa Esperanza (House of Hope)

Coleen Peters
661-747-9001

http:buyandsellbakersfield.com/
Coleen & Kevin Peters
9100 Ming Ave Suite 100
Bakersfield, CA 93311
DRE License 829354

COLDWELL BANKER | PREFERRED, REALTORS®

CONFIDENTIALITY NOTICE: This electronic message transmission from Coldwell Banker Preferred, Realtors is intended for the use of the individual, addressee or entity named above. Information provided is considered confidential or privileged therefore, if you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited. If you have received this electronic transmission in error, please notify us by telephone 661-836-2345.

Wire Fraud is on the Rise Before wiring any money, call the intended recipient at a number you know is valid and confirm the instructions.

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Wire Fraud is on the Rise Before wiring any money, call the intended recipient at a number you know is valid and confirm the instructions.

and understand the need for a stable home life for children to succeed.
Bakersfield needs Casa Esperanza the program will benefit the community.
Thank you for your time. I hope you recommend the conditional use permit.

Sincerely,

Cynthia L. Norris
14321 Cedar Creek Avenue
Bakersfield, Ca. 93314

Dear Ms. Gale —

I am writing in support of the conditional use permit for Casa Esperanza Transitional Home for Women and Children.
As a former deputy district attorney for 32 years and having worked with numerous domestic violence victims; I know the need for programs and housing such as this. I also worked for several years in our juvenile division

Cynthia C. Norris
14321 Cedar Creek Ave
Bakersfield, CA 93314

SANTA CLARITA CA 913

6 OCT 2020 PM 5 L

Energy Awareness Month

FOREVER / USA

City of Bakersfield
Development Services Dept.
Attn: Kassandra Gale
Principal Planner
Project No. 20-0179
1715 Chester Avenue
Bakersfield, Ca.
93301

93301-521015

Casa Esperanza

From: Al Sandrini <wordpress@esperanzabakersfield.org>
Sent: Sunday, September 27, 2020 6:03 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Al Sandrini

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

Casa Esperanza provides a holistic program that will serve one of the most vulnerable segments of Bakersfield's homeless population; women and children. It will be complementary to existing efforts to alleviate homelessness and holds the promise of breaking the cycle of homelessness for families. Casa Esperanza is a home, not a shelter or rehab facility. A home belongs in a residential setting.

Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Al Sandrini
4616 Aviara Drive
Bakersfield, CA, 93312

Casa Esperanza

From: Alan Wade <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 8:02 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Alan Wade

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Alan Wade
11901 Tilbury Way
Bakwrsfield, Ca, 93312

Casa Esperanza

From: Allison Russom <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 8:30 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Allison Russom

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Allison Russom
5706 Danbury Ct
Bakersfield, CA, 93312

Casa Esperanza

From: Alyssa Cavazos <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 6:50 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Alyssa Cavazos

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Alyssa Cavazos
209 Emerald Isle Way
Bakersfield, CA, 93314

Casa Esperanza

From: Amanda Carlton <wordpress@esperanzabakersfield.org>
Sent: Friday, September 25, 2020 11:07 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Amanda Carlton

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Amanda Carlton
11606 Champions Avenue
Bakersfield, CA, 93312

Casa Esperanza

From: Andrea Allen <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 9:40 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Andrea Allen

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Andrea Allen
12605 Lanai Ave
Bakersfield, CA, 93312
6615878586

Casa Esperanza

From: Ann Marie Duquette <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 6:51 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Ann Marie Duquette

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Ann Marie Duquette
11827 Kettering Drive
Bakersfield, Ca, 93312
6615992511

Casa Esperanza

From: Anna Wells <wordpress@esperanzabakersfield.org>
Sent: Friday, September 25, 2020 11:33 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Anna Wells

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Anna Wells
13140 Arboretum Avenue
Bakersfield, CA, 93314

Casa Esperanza

From: Arturo Flores <wordpress@esperanzabakersfield.org>
Sent: Friday, September 25, 2020 4:21 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Arturo Flores

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Arturo Flores
1112 Soria View Ave
Bakersfield, California, 93307
6613193323

Casa Esperanza

From: Aubrey Antongiovanni <wordpress@esperanzabakersfield.org>
Sent: Friday, September 25, 2020 9:11 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Aubrey Antongiovanni

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Aubrey Antongiovanni
7813 Calle Espada
Bakersfield, California, 93309

Casa Esperanza

From: Barri Giumarra <wordpress@esperanzabakersfield.org>
Sent: Wednesday, September 16, 2020 9:38 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Barri Giumarra

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Barri Giumarra
6505 Yosemite place
Bakersfield, Ca, 93309
6617474948

Casa Esperanza

From: Beth Brookhart Pandol <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 6:38 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Beth Brookhart Pandol

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Beth Brookhart Pandol
6612 Iron Oak Dr
Bakersfield, CA, 93312-5045
6613028171

Casa Esperanza

From: Billie Jo Medders <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 24, 2020 1:07 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Billie Jo Medders

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Billie Jo Medders
8005 Cofte Rey
Bakersfield, CA, 93309
661-827-8704

Casa Esperanza

From: Boylan <wordpress@esperanzabakersfield.org>
Sent: Saturday, September 12, 2020 1:09 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Boylan

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Boylan
6500 Mt. Shasta Drive
Bakersfield, CA, 93309

Casa Esperanza

From: Brad & Cindy Webb <wordpress@esperanzabakersfield.org>
Sent: Friday, September 18, 2020 7:26 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Brad & Cindy Webb

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

Casa Esperanza provides a holistic program that will serve one of the most vulnerable segments of Bakersfield's homeless population; women and children. It will be complementary to existing efforts to alleviate homelessness and holds the promise of breaking the cycle of homelessness for families. Casa Esperanza is a home, not a shelter or rehab facility. A home belongs in a residential setting.

Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Brad & Cindy Webb
1908 Haggin Oaks Blvd
Bakersfield, CA, 93311
6618096481

Casa Esperanza

From: Brent Morel <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 6:56 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Brent Morel

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Brent Morel
13511 Phoenix palm ct
Bakersfield, CA, 93314

Casa Esperanza

From: Brianne jackson <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 6:53 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Brianne jackson

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Brianne jackson
9409 oak hills Ave
Bakersfield, California, 93312
6613316117

Casa Esperanza

From: Carlena Russom <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 8:47 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Carlena Russom

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Carlena Russom
5706 Danbury Ct
Bakersfield, CA, 93312

Casa Esperanza

From: Carol Bowman <wordpress@esperanzabakersfield.org>
Sent: Saturday, September 12, 2020 1:41 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Carol Bowman

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Carol Bowman
307 Vista Verde Way
Bakersfield, CA, 93309
6618311307

Casa Esperanza

From: Carol Lynn Montsinger <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 22, 2020 1:06 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Carol Lynn Montsinger

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Carol Lynn Montsinger
11704 Leigh River
Bakersfield, CA, 93312
9497351201

Casa Esperanza

From: Catherine Buckley <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 9:36 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Catherine Buckley

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Catherine Buckley
2517 Encina St
Bakersfield, CA, 93301

Casa Esperanza

From: Charlotte Vaughan <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 17, 2020 1:14 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Charlotte Vaughan

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Charlotte Vaughan
7012 Mesa Verde Way
Bakersfield, CA, 93309

Casa Esperanza

From: Chris Romanini <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 17, 2020 4:41 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Chris Romanini

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Chris Romanini
12107 Hurst Park Dr
Bakersfield, CA, 93311-8573
6616648171

Casa Esperanza

From: Christina Ubing <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 10:14 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Christina Ubing

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Christina Ubing
155 Ocean Lane Dr apt512
Key Biscayne, Fl, 33149

Casa Esperanza

From: Christine Moore <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 9:22 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Christine Moore

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Christine Moore
2307 Snowdrop
Bakersfield, CA, 93311
6613332125

Casa Esperanza

From: Christy Rudnick <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 9:27 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Christy Rudnick

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Christy Rudnick
13405 PHOENIX PALM CT
BAKERSFIELD, CA, 93314
6615494094

Casa Esperanza

From: Cindy McCann <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 8:01 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Cindy McCann

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Cindy McCann
5100 California Ave, Suite 201
Bakersfield, CA, 93309

Casa Esperanza

From: Coleen Peters <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 10:21 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Coleen Peters

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Coleen Peters
3204 Estes way
Bakersfield, California, 93309

Casa Esperanza

From: Curtis Lutje <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 6:42 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Curtis Lutje

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Curtis Lutje
2800 Oakley St.
Bakersfield, Ca, 93311

Casa Esperanza

From: Cynthia Cardoza <wordpress@esperanzabakersfield.org>
Sent: Friday, September 25, 2020 6:43 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Cynthia Cardoza

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Cynthia Cardoza
10304 Blythe Ct
Bakersfield, CA, 93311

Casa Esperanza

From: Dan Drake <wordpress@esperanzabakersfield.org>
Sent: Saturday, September 12, 2020 11:17 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Dan Drake

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Dan Drake
10302 Coram Dr
Bakersfield, Ca, 93311

Casa Esperanza

From: David Bell <wordpress@esperanzabakersfield.org>
Sent: Saturday, September 12, 2020 6:33 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: David Bell

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

David Bell
3324 El Encanto Court
Bakersfield, CA, 93301
6612052439

Casa Esperanza

From: David M. and Lois M. Hess <wordpress@esperanzabakersfield.org>
Sent: Saturday, September 12, 2020 8:34 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: David M. and Lois M. Hess

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

David M. and Lois M. Hess
1705 Aubusson Court
Bakersfield, CA, 93311

Casa Esperanza

From: Debbie Ross- Smith <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 9:24 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Debbie Ross- Smith

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Debbie Ross- Smith
652 Paseo Grande
San Lorenzo, Ca, 94580
5104153338

Casa Esperanza

From: Debi Besenfelder <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 8:30 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Debi Besenfelder

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Debi Besenfelder
13700 Cedar Creek Avenue
Bakersfield, California, 93314
6615878274

Casa Esperanza

From: Deborah Fabos <wordpress@esperanzabakersfield.org>
Sent: Monday, September 28, 2020 7:35 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Deborah Fabos

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Deborah Fabos
18200 Ghost Town St
Tehachapi, California, 93561
8185998618

Casa Esperanza

From: Deborah Johnson <wordpress@esperanzabakersfield.org>
Sent: Wednesday, September 30, 2020 2:31 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Deborah Johnson

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Deborah Johnson
1400 Easton Dr. Suite 102
Bakersfield, CA, 93309
6614557400

Casa Esperanza

From: DeeDee Hayslett <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 7:55 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: DeeDee Hayslett

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Thank you!

DeeDee Hayslett
9110 Birch Creek Ct
Bakersfield, CA, 93312

Casa Esperanza

From: Delaney cavazos <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 10:10 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Delaney cavazos

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

Casa Esperanza provides a holistic program that will serve one of the most vulnerable segments of Bakersfield's homeless population; women and children. It will be complementary to existing efforts to alleviate homelessness and holds the promise of breaking the cycle of homelessness for families. Casa Esperanza is a home, not a shelter or rehab facility. A home belongs in a residential setting.

Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Delaney cavazos
11016 martingale dr
Bakersfield, Ca, 93312
6618053091

Casa Esperanza

From: Diane Goltz <wordpress@esperanzabakersfield.org>
Sent: Sunday, September 13, 2020 5:48 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Diane Goltz

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Diane Goltz
10025 Palm Avenue
Bakersfield, CA, 93312
661-204-4886

Casa Esperanza

From: Diann Moody <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 24, 2020 8:40 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Diann Moody

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Diann Moody
416 Copinsay Ct
Bakersfield, Ca, 93312
9492448892

Casa Esperanza

From: Dianne Riley <wordpress@esperanzabakersfield.org>
Sent: Friday, September 25, 2020 5:49 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Dianne Riley

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Dianne Riley
15821 Black Hawk Ave
Bakersfield, CA, 93314

Casa Esperanza

From: Dolores Whitley <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 3:49 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Dolores Whitley

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Dolores Whitley
210 El Rio Drive
Bakersfield, California, 93309

Casa Esperanza

From: DON HOFFMANN <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 17, 2020 9:08 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: DON HOFFMANN

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

DON HOFFMANN
3917 BRAEBURN DR
BAKERSFIELD, CA, 93306

Casa Esperanza

From: Donna Miller <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 10:00 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Donna Miller

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Donna Miller
12505 Grand Teton Dr
Bakersfield, CA, 93312

Casa Esperanza

From: Doris Milner <wordpress@esperanzabakersfield.org>
Sent: Monday, September 28, 2020 7:12 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Doris Milner

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Doris Milner
5705 N.W. 64th St
Warr Acres, OK, 73132
4054744883

Casa Esperanza

From: Drew Cesare <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 11:03 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Drew Cesare

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Drew Cesare
12213 Jacksonville Ave
Bakersfield, CA, 93312

Casa Esperanza

From: Edith cazares <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 9:56 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Edith cazares

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Edith cazares
6101 Dartmoor Wood Ave
Bakersfield, Ca, 93314

Casa Esperanza

From: EDNA DRAKE <wordpress@esperanzabakersfield.org>
Sent: Monday, September 14, 2020 10:40 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: EDNA DRAKE

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

EDNA DRAKE
1301 NEW STINE A2
BAKERSFIELD, CALIFORNIA, 93309

Casa Esperanza

From: Eileen Lindsay <wordpress@esperanzabakersfield.org>
Sent: Friday, September 25, 2020 5:01 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Eileen Lindsay

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Eileen Lindsay
3608 Stone Creek Ave.
Bakersfield, CA, 93313

Casa Esperanza

From: Elizabeth Ming <wordpress@esperanzabakersfield.org>
Sent: Monday, September 14, 2020 9:52 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Elizabeth Ming

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Elizabeth Ming
2 Fairlane Road
Bakersfield, CA, 93309
6618057434

Casa Esperanza

From: Emily Ioppini-House <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 6:59 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Emily Ioppini-House

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Emily Ioppini-House
5600 Bayshore Dr.
Bakersfield, Ca, 93312

Casa Esperanza

From: Emily Jones <wordpress@esperanzabakersfield.org>
Sent: Wednesday, September 16, 2020 6:35 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Emily Jones

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Emily Jones
11612 Morgan Hill Drive
Bakersfield, CA, 93312

Casa Esperanza

From: Evan Kartinen <wordpress@esperanzabakersfield.org>
Sent: Wednesday, September 23, 2020 1:17 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Evan Kartinen

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Evan Kartinen
109 Myrtle St
Bakersfield, California, 93304

Casa Esperanza

From: Fawn Dessy <wordpress@esperanzabakersfield.org>
Sent: Friday, September 25, 2020 11:25 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Fawn Dessy

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Fawn Dessy
1301 L Street
Bakersfield, CA, 93301
6612043011

Casa Esperanza

From: Fred Carlisle <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 17, 2020 9:57 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Fred Carlisle

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Thank you!

Fred Carlisle
6515 Mt. Shasta Drive
Bakersfield, California, 93309

Casa Esperanza

From: Gail DeWitt <wordpress@esperanzabakersfield.org>
Sent: Saturday, September 12, 2020 10:28 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Gail DeWitt

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Gail DeWitt
8415 Northshore Dr
Bakersfield, CA, 93312

Casa Esperanza

From: Garrett Bresson <wordpress@esperanzabakersfield.org>
Sent: Wednesday, September 16, 2020 6:28 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Garrett Bresson

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Thank you!

Garrett Bresson
5400 Spring Canyon Ct.
Bakersfield, CA, 93308

Casa Esperanza

From: George Duguid <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 2:33 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: George Duguid

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Thank you!

George Duguid
8612 Bridlewood Lane
Bakersfield, California, 93311
6616641789

Casa Esperanza

From: Georgie Atkison <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 17, 2020 6:50 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Georgie Atkison

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Georgie Atkison
11916 April Ann Ave.
Bakersfield, Ca., 93312

Casa Esperanza

From: Georgina R Lorenzi <wordpress@esperanzabakersfield.org>
Sent: Friday, September 18, 2020 1:35 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Georgina R Lorenzi

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Georgina R Lorenzi
9708 Mesa Oak Drive
Bakersfield, CA, 93311
6615994006

Casa Esperanza

From: Gianna Lutje <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 10, 2020 6:16 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Gianna Lutje

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Thank you!

Gianna Lutje
2800 Oakley St.
Bakersfield, CA, 93311

Casa Esperanza

From: Gita Labrentz <wordpress@esperanzabakersfield.org>
Sent: Monday, September 28, 2020 2:48 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Gita Labrentz

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

Casa Esperanza provides a holistic program that will serve one of the most vulnerable segments of Bakersfield's homeless population; women and children. It will be complementary to existing efforts to alleviate homelessness and holds the promise of breaking the cycle of homelessness for families. Casa Esperanza is a home, not a shelter or rehab facility. A home belongs in a residential setting.

Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Gita Labrentz
34 Rincon Vista Road
Santa Barbara, CA, 93103
805-570-8000

Casa Esperanza

From: Gregory DeWitt <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 10, 2020 5:53 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Gregory DeWitt

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Gregory DeWitt
8415 Northshore Drive
Bakersfield, CA, 93312
6613045934

Casa Esperanza

From: Isabelle Roch <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 24, 2020 5:17 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Isabelle Roch

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Isabelle Roch
605 Grange Hill Court
Franklin, TN, 37067
(408) 206-8079

Casa Esperanza

From: Jack Romain <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 17, 2020 4:18 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Jack Romain

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Jack Romain
7604 Feather River Dr
Bakersfield, CA, 93308

Casa Esperanza

From: James George <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 17, 2020 10:26 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: James George

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

James George
2008 Calle Las Brisas
Bakersfield, 93309, 93309

Casa Esperanza

From: Jamie Bacon <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 9:34 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Jamie Bacon

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Jamie Bacon
8518 SUN HARBOR DR
BAKERSFIELD, CA, 93312

Casa Esperanza

From: Jan Webster <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 17, 2020 9:42 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Jan Webster

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Jan Webster
9506 Lake Superior
Bakersfield, CA, 93312
6616153692

Casa Esperanza

From: Jason Kosareff <wordpress@esperanzabakersfield.org>
Sent: Wednesday, September 16, 2020 5:29 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Jason Kosareff

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Thank you!

Jason Kosareff
15716 Marty Ave
Bakersfield, Ca, 93314
6618081671

Casa Esperanza

From: Jeanne C. Austin <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 10:56 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Jeanne C. Austin

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Jeanne C. Austin
6720 Iron Oak Drive
Bakersfield, CA, 93312

Casa Esperanza

From: Jeanne Maxwell <wordpress@esperanzabakersfield.org>
Sent: Friday, September 18, 2020 7:47 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Jeanne Maxwell

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Jeanne Maxwell
708 Polson Ct
Bakersfield, CA, 93314

Casa Esperanza

From: Jeff Burleson <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 7:39 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Jeff Burleson

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Jeff Burleson
15001 Cotton blossom Ave
Bakersfield, Ca, 93314

Casa Esperanza

From: Jenna moore <wordpress@esperanzabakersfield.org>
Sent: Friday, September 25, 2020 10:32 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Jenna moore

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Jenna moore
4301 elder court
Bakersfield, Ca, 93306

Casa Esperanza

From: Jennifer Drake <wordpress@esperanzabakersfield.org>
Sent: Saturday, September 12, 2020 8:26 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Jennifer Drake

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Jennifer Drake
10302 Coram Drive
Bakersfield, CA, 93311
6616651677

Casa Esperanza

From: Jennifer Sherrell <wordpress@esperanzabakersfield.org>
Sent: Wednesday, September 16, 2020 10:58 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Jennifer Sherrell

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Jennifer Sherrell
7635, Jenica St
Bakersfield, CA, 93314
6615994016

Casa Esperanza

From: Jerene Stephenson <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 24, 2020 9:24 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Jerene Stephenson

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Jerene Stephenson
7229 Lindsay Road
Bakersfield, Ca, 93313

Casa Esperanza

From: Jim Cesare <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 17, 2020 7:29 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Jim Cesare

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Jim Cesare
6756 iron oak dr
Bakersfield, CA, 93312

Casa Esperanza

From: Jim Mosher <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 10:14 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Jim Mosher

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Thank you!

Jim Mosher
11600 FINSBURY CT
BAKERSFIELD, CA, 93312

Casa Esperanza

From: Jo Ellen Mosher <wordpress@esperanzabakersfield.org>
Sent: Saturday, September 12, 2020 5:44 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Jo Ellen Mosher

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Thank you!

Jo Ellen Mosher
11600 Finsbury Ct.
Bakersfield, CA, 93312

Casa Esperanza

From: Jodi champlin <wordpress@esperanzabakersfield.org>
Sent: Friday, September 25, 2020 11:30 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Jodi champlin

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Jodi champlin
288 Sherman peak drive
Bakersfield, Ca, 93308
6614271669

Casa Esperanza

From: Jodi Fringer <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 11:48 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Jodi Fringer

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Thank you!

Jodi Fringer
1401 Suffolk Street
Bakersfield, CA, 93312
6613319497

Casa Esperanza

From: John Moore III <wordpress@esperanzabakersfield.org>
Sent: Friday, September 25, 2020 10:32 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: John Moore III

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

John Moore III
4301 elder court
Bakersfield, Ca, 93306

Casa Esperanza

From: JOHN RUSSELL <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 7:31 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: JOHN RUSSELL

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Thank you!

JOHN RUSSELL
3003 Redwood Forest way
Bakersfield, Ca, 93314

Casa Esperanza

From: JP Masuda <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 6:50 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: JP Masuda

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Thank you!

JP Masuda
209 Emerald Isle Way
Bakersfield, Ca, 93314

Casa Esperanza

From: Judith Herblet <wordpress@esperanzabakersfield.org>
Sent: Sunday, September 27, 2020 10:39 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Judith Herblet

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Thank you!

Judith Herblet
10108 Merriweather Dr., Unit B
Bakersfield, CA, 93311

Casa Esperanza

From: Judith Noack <wordpress@esperanzabakersfield.org>
Sent: Sunday, September 27, 2020 10:48 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Judith Noack

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Thank you!

Judith Noack
2901 Glenwood Ciecle
Bakersfield, CA, 93306

Casa Esperanza

From: JULIE BLACK <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 4:17 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: JULIE BLACK

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

Casa Esperanza provides a holistic program that will serve one of the most vulnerable segments of Bakersfield's homeless population; women and children. It will be complementary to existing efforts to alleviate homelessness and holds the promise of breaking the cycle of homelessness for families. Casa Esperanza is a home, not a shelter or rehab facility. A home belongs in a residential setting.

Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

JULIE BLACK
12200 Old Town Road
Bakersfield, CA, 93312

Casa Esperanza

From: julie cesare <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 10, 2020 6:47 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: julie cesare

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

julie cesare
6756 iron oak dr
Bakersfield, CA, 93312
6612036022

Casa Esperanza

From: Justin Hayslett <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 7:47 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Justin Hayslett

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Justin Hayslett
11312 Champions Ave
Bakersfield, CA, 93312

Casa Esperanza

From: Karen Thompson <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 9:55 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Karen Thompson

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Karen Thompson
13115 Monarch Palm Ave
Bakersfield, CA, 93314

Casa Esperanza

From: Kassi Chudy <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 4:59 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Kassi Chudy

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Kassi Chudy
9015 Belmac Ave
Bakersfield, CA, 93312

Casa Esperanza

From: Kathleen Fenn <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 2:28 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Kathleen Fenn

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Kathleen Fenn
15320 Folsom Lake Ct
Bakersfield, CA, 93314
7607022133

Casa Esperanza

From: Kathy Jo Carlisle <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 17, 2020 7:45 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Kathy Jo Carlisle

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Kathy Jo Carlisle
6702 Edmund Way
Bakersfield, CA, 93309

Casa Esperanza

From: Kathy Langston-Boyce <wordpress@esperanzabakersfield.org>
Sent: Sunday, September 13, 2020 12:54 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Kathy Langston-Boyce

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Kathy Langston-Boyce
4400 Country Club Drive, Unit 9
Bakersfield, CA, 93306
661-871-4133

Casa Esperanza

From: kathy torchia <wordpress@esperanzabakersfield.org>
Sent: Wednesday, September 23, 2020 1:02 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: kathy torchia

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

kathy torchia
7110 Hanover Cir
Bakersfield, CA, 93309

Casa Esperanza

From: Kayla Morel <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 6:53 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Kayla Morel

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Kayla Morel
13511 Phoenix palm ct.
Bakersfield, CA, 93314
6617474411

Casa Esperanza

From: Kelly Cesare <wordpress@esperanzabakersfield.org>
Sent: Wednesday, September 16, 2020 9:20 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Kelly Cesare

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Kelly Cesare
3800 Stine Rd
Bakersfield, Ca, 93309

Casa Esperanza

From: Kim Ivarie <wordpress@esperanzabakersfield.org>
Sent: Friday, September 18, 2020 7:29 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Kim Ivarie

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Kim Ivarie
17048 Anelura Ct
Bakersfield, CA, 93314

Casa Esperanza

From: Kim Schmidt <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 9:40 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Kim Schmidt

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Kim Schmidt
4708 Gorbett Lane
Bakersfield, CA, 93311-1829
(661) 487-4723

Casa Esperanza

From: Kristie Coons <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 29, 2020 4:44 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Kristie Coons

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Kristie Coons
2208 A street
Bakersfield, CA, 93301
6612032528

Casa Esperanza

From: Kristina Funderburk <wordpress@esperanzabakersfield.org>
Sent: Friday, September 25, 2020 1:33 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Kristina Funderburk

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Kristina Funderburk
3817 Abbott dr
BAKERSFIELD, California, 93312
6613774354

Casa Esperanza

From: Laura Moog <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 29, 2020 7:57 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Laura Moog

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Laura Moog
9600 Lea Oak Rd
Bakersfield, CA, 93311

Casa Esperanza

From: Lauraine Cook <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 12:32 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Lauraine Cook

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Lauraine Cook
1809 Nantes Way
Bakersfield, California, 93311

Casa Esperanza

From: Linda Mailer <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 17, 2020 7:16 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Linda Mailer

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Linda Mailer
7504 Eastdumfries Court
Bakersfield, CA, 93309
6618322147

Casa Esperanza

From: Linda Shideler <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 17, 2020 7:51 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Linda Shideler

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Linda Shideler
11907 Hannah Denise Ave
Bakersfield, Ca, 93312

Casa Esperanza

From: Lisa King <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 4:31 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Lisa King

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Lisa King
28324 Merced Avenue
WASCO, CA, 93280
6613326455

Casa Esperanza

From: Louis Gill <wordpress@esperanzabakersfield.org>
Sent: Monday, September 28, 2020 8:31 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Louis Gill

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Louis Gill
1600 E. Truxtun Ave
Bakersfield, CA, 93305
6613229199

Casa Esperanza

From: Luanne Jones <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 9:56 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Luanne Jones

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Luanne Jones
2512 Oak View Ct
Bakersfield, CA, 93311
661-664-1323

Casa Esperanza

From: Lynn Del Mundo <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 4:16 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Lynn Del Mundo

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Lynn Del Mundo
11106 Hilaire Blaise Dr., Bakersfield, CA 93311
Bakersfield, CALIFORNIA, 93311
16613304843

Casa Esperanza

From: Mandy Friesen <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 7:03 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Mandy Friesen

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Mandy Friesen
115 Calle Avenida
Bakersfield, Ca, 93314
6612013448

Casa Esperanza

From: Margaret MELLON <wordpress@esperanzabakersfield.org>
Sent: Friday, September 25, 2020 5:19 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Margaret MELLON

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

Casa Esperanza provides a holistic program that will serve one of the most vulnerable segments of Bakersfield's homeless population; women and children. It will be complementary to existing efforts to alleviate homelessness and holds the promise of breaking the cycle of homelessness for families. Casa Esperanza is a home, not a shelter or rehab facility. A home belongs in a residential setting.

Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Margaret MELLON
8329 Brimhall RD. Suite 801
Bakersfield, 7, 93312
6616958385

Casa Esperanza

From: Margaret Mellon <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 22, 2020 7:12 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Margaret Mellon

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Margaret Mellon
11804 Torcross Ave.
Bakersfield, California, 93312
6617038905

Casa Esperanza

From: Margaret Webb <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 4:11 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Margaret Webb

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Margaret Webb
7725 Okanagan Ct
Bakersfield, CA, 93308

Casa Esperanza

From: Margi Davis <wordpress@esperanzabakersfield.org>
Sent: Wednesday, September 23, 2020 10:55 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Margi Davis

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Margi Davis
7301 El Roble Ct.
Bakersfield, CA, 93309

Casa Esperanza

From: Marilyn Gifford <wordpress@esperanzabakersfield.org>
Sent: Friday, September 25, 2020 2:17 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Marilyn Gifford

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Marilyn Gifford
3200 Woodhaven Ct
Bakersfield, California, 93309

Casa Esperanza

From: Marissa Orozco <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 2:05 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Marissa Orozco

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Marissa Orozco
6319 Smoky Quartz drive
Bakersfield, CA, 93313

Casa Esperanza

From: Mark Ritchie <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 8:01 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Mark Ritchie

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Mark Ritchie
6304 Blue Tee Court
Bakersfield, CA, 93312

Casa Esperanza

From: Marta Borzuchowski <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 1:45 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Marta Borzuchowski

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Marta Borzuchowski
7857 W Manchester Ave, Unit 105
Playa Del Rey, CA, 90293
4242755936

Casa Esperanza

From: Martha Steinman <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 12:42 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Martha Steinman

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Martha Steinman
4172 Pinewood Lake Drive
Bakersfield, California, 93309
661-472-7904

Casa Esperanza

From: Mary Page <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 4:43 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Mary Page

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Mary Page
7004 Pointer ct
Bakersfield, Ca, 93309-1267

Casa Esperanza

From: Megan Dutto <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 9:08 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Megan Dutto

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Megan Dutto
6714 Aretino Way
Bakersfield, Ca, 93306
6614280888

Casa Esperanza

From: Melissa Fortune <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 29, 2020 12:57 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Melissa Fortune

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Melissa Fortune
1202 Fairway Drive
Bakersfield, CA, 93309

Casa Esperanza

From: Michael Gifford <wordpress@esperanzabakersfield.org>
Sent: Friday, September 25, 2020 2:16 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Michael Gifford

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Michael Gifford
3200 Woodhaven Ct
Bakersfield, California, 93309
6618108131

Casa Esperanza

From: Michael Grigg <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 17, 2020 9:24 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Michael Grigg

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Michael Grigg
12506 Tule River Way
Bakersfield, CA, 93312

Casa Esperanza

From: Mike Campbell <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 5:15 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Mike Campbell

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Mike Campbell
1004 Halterio Court
Bakersfield, Ca, 93309

Casa Esperanza

From: Mitch Cesare <wordpress@esperanzabakersfield.org>
Sent: Wednesday, September 16, 2020 6:20 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Mitch Cesare

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Mitch Cesare
10904 bahia ct
Bakersfield, California, 93311
6612036023

Casa Esperanza

From: Msgr Perry Kavookjian <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 9:55 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Msgr Perry Kavookjian

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Msgr Perry Kavookjian
12300 Reina Rd.
Bakersfield, CA, 93312
661 587-3626

Casa Esperanza

From: Nancy Brady <wordpress@esperanzabakersfield.org>
Sent: Wednesday, September 16, 2020 8:41 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Nancy Brady

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Nancy Brady
8808 O'Meara
Bakersfield, California, 93311

Casa Esperanza

From: Nancy Mandoky <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 5:27 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Nancy Mandoky

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Nancy Mandoky
681 Mildred Avenue
Venice, CA, 90291

Casa Esperanza

From: Nicole vigil <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 7:17 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Nicole vigil

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Nicole vigil
2813 Oakley St
Bakersfield, CA, 93311
9162767731

Casa Esperanza

From: Pam Dougherty <wordpress@esperanzabakersfield.org>
Sent: Wednesday, September 16, 2020 7:00 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Pam Dougherty

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Pam Dougherty
12904 Hillary Way
Bakersfield, CA, 93314

Casa Esperanza

From: Pamela Valdez <wordpress@esperanzabakersfield.org>
Sent: Sunday, September 27, 2020 12:09 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Pamela Valdez

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Pamela Valdez
14229 Cedar Creek Ave
Bakersfield, Ca, 93314

Casa Esperanza

From: Pat Cowles <wordpress@esperanzabakersfield.org>
Sent: Monday, September 28, 2020 8:32 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Pat Cowles

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Pat Cowles
2410 Buena Vista St.
Bakersfield, Ca., 93304

Casa Esperanza

From: Pat Cowles <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 17, 2020 9:05 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Pat Cowles

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Pat Cowles
2410 Buena Vista St.
Bakersfield, Ca., 93304

Casa Esperanza

From: Patricia Campbell <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 5:13 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Patricia Campbell

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

Casa Esperanza provides a holistic program that will serve one of the most vulnerable segments of Bakersfield's homeless population; women and children. It will be complementary to existing efforts to alleviate homelessness and holds the promise of breaking the cycle of homelessness for families. Casa Esperanza is a home, not a shelter or rehab facility. A home belongs in a residential setting.

Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Patricia Campbell
1004 Halterio Court
Bakersfield, CA, 93308

Casa Esperanza

From: Patricia Young <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 24, 2020 9:14 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Patricia Young

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Patricia Young
7608 Avenida Valedor
Bakersfield, CA, 93309
6618369927

Casa Esperanza

From: Patrick Marchbanks <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 10:23 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Patrick Marchbanks

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Patrick Marchbanks
2402 Exton
Bakersfield, Ca, 93311

Casa Esperanza

From: Patrick MELLON <wordpress@esperanzabakersfield.org>
Sent: Friday, September 25, 2020 5:19 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Patrick MELLON

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Patrick MELLON
11804 Torcross Ave
Bakersfield, CA, 93312
16617038904

Casa Esperanza

From: Phil and Diane Frailey <wordpress@esperanzabakersfield.org>
Sent: Saturday, September 12, 2020 6:18 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Phil and Diane Frailey

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

Casa Esperanza provides a holistic program that will serve one of the most vulnerable segments of Bakersfield's homeless population; women and children. It will be complementary to existing efforts to alleviate homelessness and holds the promise of breaking the cycle of homelessness for families. Casa Esperanza is a home, not a shelter or rehab facility. A home belongs in a residential setting.

Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Phil and Diane Frailey
3530 Sewell Street
Bakersfield, CA, 93314

Casa Esperanza

From: Raymonda Burnham Marquez <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 3:39 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Raymonda Burnham Marquez

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Raymonda Burnham Marquez
9707 Harvey Court
Bakersfield, California, 93312

Casa Esperanza

From: Richard A Young <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 2:19 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Richard A Young

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Richard A Young
7608 Avenida Valedor
Bakersfiel, CA, 93309
6618369927

Casa Esperanza

From: Robert Campbell-Taylor <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 17, 2020 10:22 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Robert Campbell-Taylor

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Robert Campbell-Taylor
1241 Tam O Shanter Dr.
Bakersfield, ca, 93309

Casa Esperanza

From: Robert William Hawkes <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 24, 2020 7:45 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Robert William Hawkes

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Robert William Hawkes
14120 Ebrington Drive
Bakersfield, CA, 93311
6613646134

Casa Esperanza

From: Rochelle Anzaldo <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 24, 2020 7:12 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Rochelle Anzaldo

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Rochelle Anzaldo
905 Calzada Court
Bakersfield, California, 93309
6613031354

Casa Esperanza

From: Ron Black <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 4:18 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Ron Black

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Ron Black
12200 Old Town Road
Bakersfield, CA, 93312

Casa Esperanza

From: Roy Stephenson <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 24, 2020 9:25 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Roy Stephenson

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Roy Stephenson
7229 Lindsay Road
Bakersfield, Ca, 93313

Casa Esperanza

From: Sandy DeMartino Kiesel <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 11:39 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Sandy DeMartino Kiesel

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Sandy DeMartino Kiesel
300 Montalvo Drive
Bakersfield, CA, 93309
6618342047

Casa Esperanza

From: Scott Crosby <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 8:30 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Scott Crosby

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Scott Crosby
5706 Danbury Ct
Bakersfield, CA, 93312

Casa Esperanza

From: Sharon Borradori <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 12:11 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Sharon Borradori

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Sharon Borradori
600 Browning Ct
Bakersfield, CA, 93309
6613192098

Casa Esperanza

From: Sharon Lutje <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 12:13 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Sharon Lutje

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Sharon Lutje
3033 W 9650 N
Deweyville, Utah, 84309

Casa Esperanza

From: Shirley Castro <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 24, 2020 7:39 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Shirley Castro

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Shirley Castro
9917 Stockholm Place
Bakersfield, CA, 93306

Casa Esperanza

From: Shirley Eide <wordpress@esperanzabakersfield.org>
Sent: Saturday, September 12, 2020 6:32 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Shirley Eide

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Shirley Eide
3324 El Encanto Court
Bakersfield, California, 93301

Casa Esperanza

From: Sister Sherry Dolan <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 17, 2020 5:21 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Sister Sherry Dolan

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Sister Sherry Dolan
19180 Wimbledon Way
Bakersfield, CA – California, 93306-9723
6507039821

Casa Esperanza

From: Staci Allison <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 10:41 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Staci Allison

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Staci Allison
6952 Iron Oak Dr
Bakersfield, CA, 93312

Casa Esperanza

From: Steve and Kathy Crawford <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 1:01 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Steve and Kathy Crawford

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Steve and Kathy Crawford
2105 Sully Ct
Baketsfield, ca, 93311
6616647568

Casa Esperanza

From: Steve Holloway <wordpress@esperanzabakersfield.org>
Sent: Saturday, September 12, 2020 6:35 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Steve Holloway

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Steve Holloway
3701 Crest Dr
Bakersfield, California, 93306

Casa Esperanza

From: Steven cavazos <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 10:10 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Steven cavazos

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Steven cavazos
11016 martingale dr
Bakersfield, Ca, 93312

Casa Esperanza

From: Susan Anspach <wordpress@esperanzabakersfield.org>
Sent: Saturday, September 12, 2020 5:43 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Susan Anspach

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Susan Anspach
13111 Induran Drive
Bakersfield, CA, 93314

Casa Esperanza

From: Talia Rubino <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 15, 2020 6:56 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Talia Rubino

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

Casa Esperanza provides a holistic program that will serve one of the most vulnerable segments of Bakersfield's homeless population; women and children. It will be complementary to existing efforts to alleviate homelessness and holds the promise of breaking the cycle of homelessness for families. Casa Esperanza is a home, not a shelter or rehab facility. A home belongs in a residential setting.

Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Talia Rubino
1327 Grand Ave
San Diego, CA, 92109

Casa Esperanza

From: Terri Jamieson <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 17, 2020 4:07 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Terri Jamieson

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Terri Jamieson
7600 Calle Cerca
Bakersfield, CA, 93309

Casa Esperanza

From: Toni Harper <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 12:25 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Toni Harper

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Toni Harper
15701 Tradition CT
Bakersfield, CA, 93314
6614446979

Casa Esperanza

From: Tony Urzanqui <wordpress@esperanzabakersfield.org>
Sent: Tuesday, September 22, 2020 7:45 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Tony Urzanqui

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Tony Urzanqui
13104 Fall River Place
Bakersfield, CA, 93314

Casa Esperanza

From: Tracy Burrell <wordpress@esperanzabakersfield.org>
Sent: Wednesday, September 16, 2020 9:41 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Tracy Burrell

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Tracy Burrell
7401 Hilton Head Way #20
Bakersfield, Ca., 93309

Casa Esperanza

From: Vicki Li <wordpress@esperanzabakersfield.org>
Sent: Thursday, September 17, 2020 8:03 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Vicki Li

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Vicki Li
2403 Crocus Drive
Bakersfield, California, 93311
6616659979

Casa Esperanza

From: Virginia Hall <wordpress@esperanzabakersfield.org>
Sent: Friday, September 11, 2020 11:46 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Follow Up Flag: Follow up
Flag Status: Completed

From: Virginia Hall

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Virginia Hall
10201 Glenn Street
Bakersfield, California, 93312

Casa Esperanza

From: adam holtz <wordpress@esperanzabakersfield.org>
Sent: Friday, October 09, 2020 9:38 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: adam holtz

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

adam holtz
7604 Darrin Ave
Bakersfield, CA, 93308

Casa Esperanza

From: Albert Juarez <wordpress@esperanzabakersfield.org>
Sent: Friday, October 09, 2020 9:10 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Albert Juarez

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Albert Juarez
4608 Chinta Drive
Bakersfield, Ca, 93313

Casa Esperanza

From: Ann Rosales <wordpress@esperanzabakersfield.org>
Sent: Friday, October 16, 2020 8:02 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Ann Rosales

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Ann Rosales
7008 Sugarmill Court
Bakersfield, Ca, 93306
6618575844

Casa Esperanza

From: Ashley Anne Anchordoquy <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 15, 2020 8:49 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Ashley Anne Anchordoquy

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Ashley Anne Anchordoquy
3 Greenfair Ct
Bakersfield, California, 93309
8056373990

Casa Esperanza

From: Benjamin Jones <wordpress@esperanzabakersfield.org>
Sent: Sunday, October 04, 2020 1:43 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Benjamin Jones

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Benjamin Jones
2815 22nd St
Bakersfield, CA, 93301
6612056009

Casa Esperanza

From: BOB COLFAX <wordpress@esperanzabakersfield.org>
Sent: Monday, October 12, 2020 10:54 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: BOB COLFAX

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

BOB COLFAX
5700 Sundale Ave.
Bakersfield, CA, 93309

Casa Esperanza

From: Bob Liske <wordpress@esperanzabakersfield.org>
Sent: Monday, October 05, 2020 10:17 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Bob Liske

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Bob Liske
9213 Totem Ave.
Bakersfield, CA, 93312

Casa Esperanza

From: Brittany Fiske <wordpress@esperanzabakersfield.org>
Sent: Saturday, October 03, 2020 10:37 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Brittany Fiske

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Brittany Fiske
6900 Klamath Way
Bakersfield, Ca, 93309

Casa Esperanza

From: Cameron DeWitt <wordpress@esperanzabakersfield.org>
Sent: Monday, October 19, 2020 9:23 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Cameron DeWitt

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Cameron DeWitt
4509 Blossom Valley Lane
Bakersfield, California, 93313
6613845478

Casa Esperanza

From: Carol Gonzalez <wordpress@esperanzabakersfield.org>
Sent: Friday, October 02, 2020 12:00 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Carol Gonzalez

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Carol Gonzalez
1421 Panorama Dr
Bakersfield, CA, 93305
6618594426

Casa Esperanza

From: Carolyn Cox <wordpress@esperanzabakersfield.org>
Sent: Wednesday, October 14, 2020 3:15 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Carolyn Cox

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Carolyn Cox
12011 Dakota Hills Ave
Bakersfield, CA, 93312

Casa Esperanza

From: Cathleen Colbert <wordpress@esperanzabakersfield.org>
Sent: Sunday, October 04, 2020 8:26 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Cathleen Colbert

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Cathleen Colbert
1213 Ridgeview St.
Bakersfield, CA, 93306
6618050469

Casa Esperanza

From: Cheryl L. Miller <wordpress@esperanzabakersfield.org>
Sent: Friday, October 09, 2020 7:33 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Cheryl L. Miller

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Cheryl L. Miller
516 Portsmouth Street
Bakersfield, California, 93311
16616641123

Casa Esperanza

From: Cheryl Miller <wordpress@esperanzabakersfield.org>
Sent: Friday, October 09, 2020 7:34 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Cheryl Miller

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Cheryl Miller
516 Portsmouth Street
Bakersfield, CA, 93311
661 664-1123

Casa Esperanza

From: Christine Gamboa <wordpress@esperanzabakersfield.org>
Sent: Sunday, October 04, 2020 8:37 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Christine Gamboa

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Christine Gamboa
173 Schnaidt st.
Shafter, California, 93263
6614441791

Casa Esperanza

From: Dave Faiella <wordpress@esperanzabakersfield.org>
Sent: Monday, October 05, 2020 12:48 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Dave Faiella

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Dave Faiella
13615 Monarch Palm Ave
Bakersfield, California, 93314

Casa Esperanza

From: Dave Temple <wordpress@esperanzabakersfield.org>
Sent: Saturday, October 03, 2020 11:20 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Dave Temple

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Dave Temple
9116 Cripple Creek Ave
Bakersfield, CA, 93312

Casa Esperanza

From: Diane Tiede <wordpress@esperanzabakersfield.org>
Sent: Sunday, October 04, 2020 11:54 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Diane Tiede

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Thank you!

Diane Tiede
10319 Polo Glen Drive
Bakersfield, California, 93312
6613199703

Casa Esperanza

From: Dominic Mascola <wordpress@esperanzabakersfield.org>
Sent: Monday, October 05, 2020 8:19 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Dominic Mascola

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

Casa Esperanza provides a holistic program that will serve one of the most vulnerable segments of Bakersfield's homeless population; women and children. It will be complementary to existing efforts to alleviate homelessness and holds the promise of breaking the cycle of homelessness for families. Casa Esperanza is a home, not a shelter or rehab facility. A home belongs in a residential setting.

Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Dominic Mascola
8728 Rollingbay Dr
Bakersfiled, CA, 93312

Casa Esperanza

From: Donna Eckels <wordpress@esperanzabakersfield.org>
Sent: Monday, October 05, 2020 12:16 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Donna Eckels

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Donna Eckels
6551 Halleluiah Street
Bakersfield, California, 93307

Casa Esperanza

From: Dr. Mary Sawyer, CCIM <wordpress@esperanzabakersfield.org>
Sent: Tuesday, October 13, 2020 4:06 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Dr. Mary Sawyer, CCIM

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Dr. Mary Sawyer, CCIM
4420 Easton Dr
Bakersfield, CA, 93309
16612822246

Casa Esperanza

From: Edwin Youngstrom <wordpress@esperanzabakersfield.org>
Sent: Sunday, October 04, 2020 1:37 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Edwin Youngstrom

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Edwin Youngstrom
12717 Medallion Drive
Bakersfield, CA, 93311
5169784070

Casa Esperanza

From: Ernesto Munoz <wordpress@esperanzabakersfield.org>
Sent: Monday, October 12, 2020 1:31 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Ernesto Munoz

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Ernesto Munoz
11607 Marazion Hill Ct
Bakersfield, CA, 93311

Casa Esperanza

From: Eryn Urban <wordpress@esperanzabakersfield.org>
Sent: Monday, October 05, 2020 9:38 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Eryn Urban

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Eryn Urban
1411 Alta Vista Dr
Bakersfield, Ca, 93305

Casa Esperanza

From: Frances Peterson <wordpress@esperanzabakersfield.org>
Sent: Saturday, October 03, 2020 5:34 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Frances Peterson

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Frances Peterson
19453 Stallion Way
Bakersfield, CA, 93314
16613459556

Casa Esperanza

From: Genevieve Sheridan <wordpress@esperanzabakersfield.org>
Sent: Friday, October 09, 2020 10:53 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Genevieve Sheridan

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Genevieve Sheridan
7604 Darrin Ave
Bakersfield, CA, 93308

!	From	Subject	Received	Size	Categor...	Mention
Today						
	Michael J...	Letter of Support for Casa Esperanza Bakersfield	Wed 10/2...	54 KB		
From: Michael James City of Bakersfield Development Services Department						
	Marla Roa...	Letter of Support for Casa Esperanza Bakersfield	Wed 10/2...	54 KB		
From: Marla Roach City of Bakersfield Development Services Department						
Yesterday						
	Isaac God...	Letter of Support for Casa Esperanza Bakersfield	Tue 10/20...	53 KB		
From: Isaac Godinez City of Bakersfield Development Services Department						
	Geoff King	Letter of Support for Casa Esperanza Bakersfield	Tue 10/20...	54 KB		
From: Geoff King City of Bakersfield Development Services Department						
	Vanessa ...	**Letter of Support for Casa Esperanza Bakersfield**	**Tue 10/2...**	**54 ...**		
From: Vanessa Morales City of Bakersfield Development Services Department						
	Stevi Lea...	**Letter of Support for Casa Esperanza Bakersfield**	**Tue 10/2...**	**54 ...**		
From: Stevi Leanne Travis City of Bakersfield Development Services Department						
	Selene M...	**Letter of Support for Casa Esperanza Bakersfield**	**Tue 10/2...**	**53 ...**		
From: Selene Muniz City of Bakersfield Development Services Department						
	Jim Mos...	**FW: Letter of support**	**Tue 10/2...**	**80 ...**		
CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the						
Monday						
	Cameron...	**Letter of Support for Casa Esperanza Bakersfield**	**Mon 10/1...**	**51 ...**		
From: Cameron DeWitt City of Bakersfield Development Services Department						
	Tom Bur...	**Letter of Support for Casa Esperanza Bakersfield**	**Mon 10/1...**	**53 ...**		
From: Tom Burke Chancellor Kern Community College District City of Bakersfield Development Services Department						
Last Week						
	Ron and ...	**Letter of Support for Casa Esperanza Bakersfield**	**Fri 10/16...**	**51 ...**		
From: Ron and Lynne Eid City of Bakersfield Development Services Department						
	Ron and ...	**Letter of Support for Casa Esperanza Bakersfield**	**Fri 10/16...**	**51 ...**		
From: Ron and Lynne Eid City of Bakersfield Development Services Department						
	Ann Ros...	**Letter of Support for Casa Esperanza Bakersfield**	**Fri 10/16...**	**51 ...**		
From: Ann Rosales City of Bakersfield Development Services Department						
	Ashley A...	**Letter of Support for Casa Esperanza Bakersfield**	**Thu 10/1...**	**52 ...**		
From: Ashley Anne Anchordoquy City of Bakersfield Development Services Department						
	Thomas ...	**Letter of Support for Casa Esperanza Bakersfield**	**Thu 10/1...**	**51 ...**		
From: Thomas Webb City of Bakersfield Development Services Department						
	Carolyn ...	**Letter of Support for Casa Esperanza Bakersfield**	**Wed 10/1...**	**51 ...**		
From: Carolyn Cox City of Bakersfield Development Services Department						
	Jean Arri...	**Letter of Support for Casa Esperanza Bakersfield**	**Wed 10/1...**	**51 ...**		
From: Jean Arriaga City of Bakersfield Development Services Department						
	Maria Pa...	**Letter of Support for Casa Esperanza Bakersfield**	**Wed 10/1...**	**51 ...**		
From: Maria Paine City of Bakersfield Development Services Department						
	Irene Val...	**Letter of Support for Casa Esperanza Bakersfield**	**Wed 10/1...**	**51 ...**		
From: Irene Valos City of Bakersfield Development Services Department						
	Nancy o...	**Letter of Support for Casa Esperanza Bakersfield**	**Tue 10/1...**	**51 ...**		
From: Nancy oneil City of Bakersfield Development Services Department						
	Dr. Mary...	**Letter of Support for Casa Esperanza Bakersfield**	**Tue 10/1...**	**51 ...**		
From: Dr. Mary Sawyer, CCIM City of Bakersfield Development Services Department						

Casa Esperanza

From: Gerard Brochu <wordpress@esperanzabakersfield.org>
Sent: Saturday, October 03, 2020 10:45 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Gerard Brochu

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

Casa Esperanza provides a holistic program that will serve one of the most vulnerable segments of Bakersfield's homeless population; women and children. It will be complementary to existing efforts to alleviate homelessness and holds the promise of breaking the cycle of homelessness for families. Casa Esperanza is a home, not a shelter or rehab facility. A home belongs in a residential setting.

Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Gerard Brochu
5203 Molise Ct.
Bakersfield, CA, 93308

Casa Esperanza

From: Irene Valos <wordpress@esperanzabakersfield.org>
Sent: Wednesday, October 14, 2020 8:09 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Irene Valos

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Irene Valos
2814 Panorama Dr.
Bakersfield, CA, 93306
6618727501

Casa Esperanza

From: Isaac Godinez <wordpress@esperanzabakersfield.org>
Sent: Tuesday, October 20, 2020 11:59 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Isaac Godinez

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Isaac Godinez
722 Bates ave
Bakersfield, CA, 93307
5303073721

Casa Esperanza

From: Jean Arriaga <wordpress@esperanzabakersfield.org>
Sent: Wednesday, October 14, 2020 12:17 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Jean Arriaga

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Jean Arriaga
9033 Snowy River Drive
Bakersfield, CA, 93311
19092639880

Casa Esperanza

From: Jeanette Ramirez <wordpress@esperanzabakersfield.org>
Sent: Friday, October 09, 2020 10:35 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Jeanette Ramirez

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Thank you!

Jeanette Ramirez
4608 Chinta Dr
Bakersfield, CA, 93313
6614874074

Casa Esperanza

From: Jerry Cook <wordpress@esperanzabakersfield.org>
Sent: Saturday, October 03, 2020 7:15 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Jerry Cook

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Jerry Cook
1809 Nantes Way
BakersfieldBakersfield, California, 93311
6617066123

Casa Esperanza

From: Jessica Castaneda <wordpress@esperanzabakersfield.org>
Sent: Friday, October 09, 2020 10:32 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Jessica Castaneda

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Jessica Castaneda
4608, Chinta Drive
Bakersfield, CA, 93313
2134798965

Casa Esperanza

From: Joan Keavy <wordpress@esperanzabakersfield.org>
Sent: Sunday, October 04, 2020 11:06 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Joan Keavy <35ggmaof5@gmail.com>

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Joan Keavy
8200 N. Laurelglen Bl. #609
Bakersfield, CA, 93311
16613322729

Casa Esperanza

From: John B Rozo <wordpress@esperanzabakersfield.org>
Sent: Friday, October 02, 2020 8:01 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: John B Rozo

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

John B Rozo
4911 Native Dancer Drive
BAKERSFIELD, California, 93312-7601
6618589110

Casa Esperanza

From: Jonathan D Thomas <wordpress@esperanzabakersfield.org>
Sent: Friday, October 09, 2020 9:08 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Jonathan D Thomas

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Jonathan D Thomas
8507 Alonso Court
Bakersfield, CA, 93314
6612046850

Casa Esperanza

From: Justin Anspach <wordpress@esperanzabakersfield.org>
Sent: Saturday, October 03, 2020 4:43 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Justin Anspach

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Thank you!

Justin Anspach
12203 Lotus Vine St
Bakersfield, CA, 93311

Casa Esperanza

From: Karrie Camp <wordpress@esperanzabakersfield.org>
Sent: Monday, October 05, 2020 9:11 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Karrie Camp

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Karrie Camp
9158 Laramie Ave
Bakersfield, CA, 93314

Casa Esperanza

From: Kasey Lozano <wordpress@esperanzabakersfield.org>
Sent: Saturday, October 03, 2020 9:42 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Kasey Lozano

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Kasey Lozano
11310 Presidential Road
Bakersfield, CA, 93312

Casa Esperanza

From: Keely Lopez <wordpress@esperanzabakersfield.org>
Sent: Saturday, October 03, 2020 10:29 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Keely Lopez

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

Casa Esperanza provides a holistic program that will serve one of the most vulnerable segments of Bakersfield's homeless population; women and children. It will be complementary to existing efforts to alleviate homelessness and holds the promise of breaking the cycle of homelessness for families. Casa Esperanza is a home, not a shelter or rehab facility. A home belongs in a residential setting.

Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Keely Lopez
3801 Celine Court
Bakersfield, California, 93309
6615563503

Casa Esperanza

From: Kelly Youngstrom <wordpress@esperanzabakersfield.org>
Sent: Sunday, October 04, 2020 11:36 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Kelly Youngstrom

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Kelly Youngstrom
12717 Medallion Drive
Bakersfield, CA, 93311
5174889955

Casa Esperanza

From: Kent Halley <wordpress@esperanzabakersfield.org>
Sent: Saturday, October 03, 2020 6:39 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Kent Halley

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Kent Halley
6633 Kane way
Bakersfield, California, 93309
6613316672

Casa Esperanza

From: Kirby Conway <wordpress@esperanzabakersfield.org>
Sent: Saturday, October 10, 2020 10:30 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Kirby Conway

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Kirby Conway
6905 Savannah Falls dr.
Bakersfield, CA, 93312
661-496-8511

Casa Esperanza

From: Kristin Digirolamo <wordpress@esperanzabakersfield.org>
Sent: Friday, October 02, 2020 9:18 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Kristin Digirolamo

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Kristin Digirolamo
2103 Redmire St
Bakersfield, Ca, 93311
6612469044

Casa Esperanza

From: Lynda Homen <wordpress@esperanzabakersfield.org>
Sent: Monday, October 05, 2020 10:35 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Lynda Homen

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Lynda Homen
11106 Coachlight Ct.
Bakersfield, Ca, 93312

Casa Esperanza

From: Maggie mosher <wordpress@esperanzabakersfield.org>
Sent: Monday, October 05, 2020 5:24 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Maggie mosher

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Maggie mosher
11600 Finsbury ct
Bakersfield, Ca, 93312

Casa Esperanza

From: Maria Paine <wordpress@esperanzabakersfield.org>
Sent: Wednesday, October 14, 2020 8:58 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Maria Paine

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Maria Paine
300 Vista Verde Way
Bakersfield, CA, 93309

Casa Esperanza

From: Marla Roach <wordpress@esperanzabakersfield.org>
Sent: Wednesday, October 21, 2020 7:21 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Marla Roach

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Marla Roach
13213 San Simeon Ave.
Bakersfield, CA, 93314

Casa Esperanza

From: Maston Cunningham <wordpress@esperanzabakersfield.org>
Sent: Monday, October 05, 2020 8:23 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Maston Cunningham

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Maston Cunningham
12402 Berriedale Way
Bakersfield, CA, 93312

Casa Esperanza

From: Matt Digirolamo <wordpress@esperanzabakersfield.org>
Sent: Friday, October 02, 2020 9:19 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Matt Digirolamo

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Matt Digirolamo
2103 Redmire St
Bakersfield, Ca, 93311

Casa Esperanza

From: Melissa K Iger <wordpress@esperanzabakersfield.org>
Sent: Saturday, October 03, 2020 8:28 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Melissa K Iger

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Melissa K Iger
14508 Casitas Canyon, Rd
BAKERSFIELD, CA, 93306
6613313785

Casa Esperanza

From: Michael James <wordpress@esperanzabakersfield.org>
Sent: Wednesday, October 21, 2020 11:19 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Michael James

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Michael James
1405 Fieldspring Drive
Bakersfield, California, 93311
3077523968

Casa Esperanza

From: Nancy oneil <wordpress@esperanzabakersfield.org>
Sent: Tuesday, October 13, 2020 8:09 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Nancy oneil

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Nancy oneil
2212 F street
Bakersfield, California, 93301
6617061098

Casa Esperanza

From: Nate Murray <wordpress@esperanzabakersfield.org>
Sent: Friday, October 09, 2020 9:12 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Nate Murray

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Nate Murray
208 N 90TH AVE
YAKIMA, WA, 98908

Casa Esperanza

From: Nicoletta Jones <wordpress@esperanzabakersfield.org>
Sent: Monday, October 05, 2020 4:18 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Nicoletta Jones

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

Casa Esperanza provides a holistic program that will serve one of the most vulnerable segments of Bakersfield's homeless population; women and children. It will be complementary to existing efforts to alleviate homelessness and holds the promise of breaking the cycle of homelessness for families. Casa Esperanza is a home, not a shelter or rehab facility. A home belongs in a residential setting.

Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Nicoletta Jones
2815 22nd Street
Bakersfield, CA, 93301
6614312408

Casa Esperanza

From: Nile Kinney <wordpress@esperanzabakersfield.org>
Sent: Friday, October 02, 2020 8:31 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Nile Kinney

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Nile Kinney
4990 Upper River Road
Grants Pass, Oregon, 97526

Casa Esperanza

From: panda saw <wordpress@esperanzabakersfield.org>
Sent: Friday, October 02, 2020 3:18 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: panda saw

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

panda saw
5100 ming avenue
bakersfield, california, 93309

Casa Esperanza

From: Robert Maitia <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 08, 2020 11:13 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Robert Maitia

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Robert Maitia
7524 Calloway Drive
Bakersfield, CA, 93314
661-900-7088

Casa Esperanza

From: Roger Gamboa <wordpress@esperanzabakersfield.org>
Sent: Sunday, October 04, 2020 8:38 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Roger Gamboa

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Roger Gamboa
173 Schnaidt st.
Shafter, California, 93263

Casa Esperanza

From: Ron and Lynne Eid <wordpress@esperanzabakersfield.org>
Sent: Friday, October 16, 2020 7:47 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Ron and Lynne Eid

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Ron and Lynne Eid
4400 Milo Ave.
Bakersfield, CA, 93313

Casa Esperanza

From: Ron and Lynne Eid <wordpress@esperanzabakersfield.org>
Sent: Friday, October 16, 2020 7:45 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Ron and Lynne Eid

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Ron and Lynne Eid
4400 Milo Ave.
Bakersfield, CA, 93313

Casa Esperanza

From: Samantha Mascola <wordpress@esperanzabakersfield.org>
Sent: Monday, October 05, 2020 8:13 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Samantha Mascola

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Samantha Mascola
8728 Rollingbay Drive
Bakersfield, CA, 93312

Casa Esperanza

From: Sara Sanborn <wordpress@esperanzabakersfield.org>
Sent: Friday, October 02, 2020 9:15 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Sara Sanborn

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Sara Sanborn
5311 challenger ave
Bakersfield, California, 93312

Casa Esperanza

From: Selene Muniz <wordpress@esperanzabakersfield.org>
Sent: Tuesday, October 20, 2020 2:44 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Selene Muniz

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

Casa Esperanza provides a holistic program that will serve one of the most vulnerable segments of Bakersfield's homeless population; women and children. It will be complementary to existing efforts to alleviate homelessness and holds the promise of breaking the cycle of homelessness for families. Casa Esperanza is a home, not a shelter or rehab facility. A home belongs in a residential setting.

Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Selene Muniz
2411 cedar st
Bakersfield, CA, 93301
6614326651

Casa Esperanza

From: Shannon Howlett <wordpress@esperanzabakersfield.org>
Sent: Friday, October 09, 2020 5:03 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Shannon Howlett

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Shannon Howlett
2541 Beech Street
Bakersfield, CA, 93301
6613046621

Casa Esperanza

From: Shawn Tiede <wordpress@esperanzabakersfield.org>
Sent: Sunday, October 04, 2020 11:48 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Shawn Tiede

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Shawn Tiede
10319 Polo Glen Drive
Bakersfield, California, 93312

Casa Esperanza

From: Sister Marie Francis Schroepfer, CSJ <wordpress@esperanzabakersfield.org>
Sent: Monday, October 12, 2020 12:37 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Sister Marie Francis Schroepfer, CSJ

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Sister Marie Francis Schroepfer, CSJ
8200 N Laurelglen Blvd., #510
Bakersfield, CA, 93311
661 747 3041

Casa Esperanza

From: Stanley Blake <wordpress@esperanzabakersfield.org>
Sent: Monday, October 05, 2020 12:49 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Stanley Blake

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Stanley Blake
707 Meadows Street
Bakersfield, CA, 93306
6612030081

Casa Esperanza

From: Steve Roland <wordpress@esperanzabakersfield.org>
Sent: Friday, October 09, 2020 5:05 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Steve Roland

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Steve Roland
2541 Beech st
Bakersfield, Ca, 93301

Casa Esperanza

From: Steve Sanders, KC Superintendent of Schools Office <wordpress@esperanzabakersfield.org>
Sent: Saturday, October 03, 2020 8:52 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Steve Sanders, KC Superintendent of Schools Office

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Steve Sanders, KC Superintendent of Schools Office
1300 17th Street
Bakersfield, CA, 93301
6616364262

Casa Esperanza

From: Stevi Leanne Travis <wordpress@esperanzabakersfield.org>
Sent: Tuesday, October 20, 2020 2:45 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Stevi Leanne Travis

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Stevi Leanne Travis
6001 Auburn St Apt 251
Bakersfield, Kern, CA
6613724445

Casa Esperanza

From: Susie Martinez <wordpress@esperanzabakersfield.org>
Sent: Sunday, October 04, 2020 10:09 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Susie Martinez

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Susie Martinez
4224 Templeton Street
Bakersfield, California, 93312

Gregory DeWitt

From: Jim Mosher <jim.mosher@esperanzabakersfield.org>
Sent: Tuesday, October 20, 2020 10:28 AM
To: Gregory DeWitt; JULIECESARE@GMAIL.COM
Subject: FW: Letter of support

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please include for submittal to City.

Thanks,

From: Sylvia Cariker <SCariker@buckowens.com>
Sent: Tuesday, October 20, 2020 10:26 AM
To: Jim Mosher <jim.mosher@esperanzabakersfield.org>
Subject: Letter of support

Here it is.

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179
Subject: **Letter in Support of Casa Esperanza Transitional Home for Women & Children**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.
Thank you!

Sylvia Cariker
1501 Sidney Drive, Bakersfield, CA 93304

Casa Esperanza

From: Thomas Reis <wordpress@esperanzabakersfield.org>
Sent: Tuesday, October 06, 2020 12:58 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

Categories: LOGGED

From: Thomas Reis

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Thomas Reis
13401 Atrium Court
Bakersfield, CA, 93314

Casa Esperanza

From: Thomas Webb <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 15, 2020 8:16 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Thomas Webb

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Thomas Webb
11511 Finsbury Ct
Bakersfield, CA, 93312

Casa Esperanza

From: Tiffany Cutler <wordpress@esperanzabakersfield.org>
Sent: Monday, October 12, 2020 11:46 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Tiffany Cutler

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Tiffany Cutler
6203 Arciero St
Bakersfield, CA, 93312
16614405620

Casa Esperanza

From: Tom Burke Chancellor Kern Community College District <wordpress@esperanzabakersfield.org>
Sent: Monday, October 19, 2020 6:57 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Tom Burke Chancellor Kern Community College District

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Tom Burke Chancellor Kern Community College District
2100 Chester Avenue
Bakersfield, CA, 93301
6613365104

Casa Esperanza

From: Vanessa Morales <wordpress@esperanzabakersfield.org>
Sent: Tuesday, October 20, 2020 2:45 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Vanessa Morales

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Vanessa Morales
2411 cedar st
Bakersfield, CA, 93301
6614326651

Attachment G:
Public Opposition

From: Sarah Alvarado <sarah.lim@bedrosians.com>
Sent: Friday, September 4, 2020 7:31 AM
To: City_Council <City_Council@bakersfieldcity.us>
Subject: Concerns- 1421 Panorama Drive, 93306

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

Councilmen Weir and whomever this may concern,

I am sure you are all aware of the current Casa Esperanza project that is currently being processed for a Conditional Use Permit to allow a transitional housing facility located at 1421 Panorama Drive. Although myself and many others in this neighborhood agree that helping others in need is something we need to do more and many lacking, there are majority of us that also agree that 1421 Panorama Drive is not the ideal location for a transitional home for women and children.

As concerned property owners and neighbors, we have many questions on how this type of housing will operate:

1. Will these mothers and children receive some type of counseling? Is counseling on or off site? How will this business use equate to proper space and allocation of resources on a house that is currently in a single-family residential zone?

2. What type of help and staff will be on-site to help the women and children in need? Will they be certified in their specialty? I am sure we are all aware of situations like disabled adults who are abused regularly because staff is "certified". We are concerned this will become a similar situation, as well. We fear a transitional home will somehow slip through the cracks of oversight on proper certified help, being that it is not necessarily housing or continued help.

3. Going off of that, will there be enough staff to cover all needed/necessary aspects of its clients? I.e. Parenting, self-care, diet and exercise, etcetera. Being that this is a program that is supposed to transition women and children to live independently, there needs to be a strong, continued, proper, and certified support system throughout the stay in the transitional home.

4. Will there be visitors allowed? If so, who deems what kind of visitor is or is not allowed? Will there be certain visitation hours? If so, when? Who will be monitoring these guests?

5. Will there be drug tests? If so, how often? Who administers them?

6. What happens if a mother becomes pregnant with another child and the house is at maximum capacity? I am sure management is not heartless enough to kick them out, since that would defeat the purpose of the mission. Does that allow for other mothers to "break" the rules as well?

7. Will the City of Bakersfield regulate or monitor the amount of persons living within the facility?

8. How long are the transition periods? Will people be in and out of the home within weeks, months, years? Will there be a lot of turnover or foot traffic through the neighborhood?

9. Panorama Drive is a busy street and the intersection with Haley Street is especially busy with traffic from students at Bakersfield College to the east. Are there any safety measures being implemented with the streets (changing speed limits, adding speed bumps) in regards to the children?

As concerned neighbors, we also have many questions on how this space will impact the property owners in the neighborhood. I am going to assume that it is considered less of a neighborhood impact as it is on the periphery, as opposed to being right in the middle, however, this location backs up into an alley. The alley alone does not seem to be beneficial to a transitional home in terms of an ideal location for drug abuse. None the less, this is a prime location for runners and cyclists to view the vistas and panoramic bluffs Bakersfield has to offer. I may be speaking for myself, but it will not feel safe being active (running, cycling, etc.) with this operation on that busy corner lot. The current state of the house has been in shambles, unchanged for so long, on a generally beautiful, well maintained area/street, in a very public setting (i.e. home of the Bakersfield Marathon). I will just conclude that we as the neighbors are concerned and afraid it will get worse and there is definitely a more superior location for a transitional house.

I know we all strive to better Bakersfield; I hope we can all come to a unanimous resolution to helping the ones in need in our city.

310 Magnolia Ave, 93305
1.4 miles from 310 Magnolia Ave, 93305 to 1421 Panorama Drive, 93306.

Thank you,

Sarah Alvarado
Outside Sales, #115
Bedrosians® Tile & Stone
4301 Ashe Road
Bakersfield, CA 93313
T: 661.396.0555
C: 661.805.8551
F: 661.397.1690
bedrosians.com

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City of Bakersfield Planning Division
1715 Chester Avenue
Bakersfield, CA 93301
Attn: Kassandra Gale, Principal Planner

To whom it may concern,

We are writing to express our concern and disapproval of the Conditional Use Permit for 1421 Panorama Drive, Bakersfield, CA 93305. We are residents located two houses to the West and directly across the shared alley and have general concerns with the proposed project from CASA ESPERANZA.

As you are likely aware CASA ESPERANZA would like to use the home in question as a transitional home for women and children – and though this is ultimately a very noble goal: the residents who currently live and own homes in the neighborhood have some extremely pressing concerns that have not been able to be addressed in our virtual meetings we have conducted with the CASA ESPERANZA organization.

On several occasions, the residents have met virtually with Board Members from the organization to discuss concerns – each concern has ultimately been dismissed and overlooked. Group concerns range from the number of residents in a single family household (by CASA ESPERANZA estimates this could be up to 19 residents at any given time), to oversight from the Board (their model often mentions another located in Los Angeles – this site has a live in founder – not a resident advisor, which would likely be a revolving door position.) There has been no care or concern demonstrated to the alteration of neighborhood property values or potential home sale markets. After all, if someone was shopping for a home and had the choice between living next to a single-family unit or one that operates are a transitional home with 19 residents – which home would seem more appealing?

This has led us to the general consensus that though CASA ESPERANZA desires to operate in good faith – they are out of touch with the neighbors' concerns and the general health and safety of their proposed residents and their projects impact upon the currently zoned single family residential neighborhood. The neighborhood residents of the surrounding area or the proposed project are strongly opposed to the plan as proposed by CASA ESPERANZA. This is not a large city-wide conditional use plan or a change in local ordinances, but one that would directly the homeowners of the surrounding neighborhood. Additionally, it places undue concerns on our property values, adds potential for noise and safety concerns, and is a potential general nuisance project in our relatively quiet neighborhood by Bakersfield College.

We sincerely hope the Planning Division will hear the concerns provided by the residents of the surrounding area and deny the Conditional Use Permit for CASA ESPERANZAS proposed project in the neighborhood where we live and own homes.

Respectfully submitted,

Kathleen Armstrong and Ryan Dembosky
1400 Princeton Ave
Bakersfield, CA 93305

City of Bakersfield Planning Division
1715 Chester Avenue
Bakersfield, CA 93301
A@n: Kassandra Gale, Principal Planner
October 5, 2020 To Whom it May Concern,

We are wri ng to oppose the applica on for a Condi onal Use Permit at 1421 Panorama Drive, Bakersfield, CA 93305 by Casa Esperanza. We own our home to the west of this property at the other end of the block. This single-family home should not be granted a CUP to be used to operate a business and run a transitIonal home (roominghouse) because the applicant has not proven that this project is "essentIal or desirable to the public convenience or welfare" and this project would have a tangible nega ve environmental impact on the neighborhood it is being proposed.

Our home has been in the family since 1960 and we have lived here since 1985. We have witnessed the genera onal ownership of these unique proper es and, the subsequent sales to new genera ons of owners who have made the investment here for their families. All of our neighbors, past and current, have invested me and money to ensure this once exclusive neighborhood keeps it's truly one of a kind environment for future genera ons.

Our neighbors that are against this condi onal use change have clearly iden fied mul ple issues with the CUP applica on and we are in agreement that this CUP should be denied for those and other reasons. Our addi onal concerns are listed below:

- **The opera ng statement from Casa Esparanza submi ed with the CUP request states the project will have 7 bedrooms, six for the residents. In a later statement they menmen on a resident manager leaving one to assume the manager will have a bedroom. The site diagram shows 8 bedrooms. This inaccuracy, at best, is ambiguous and raises concern about the opera onal integrity currently and the future a en on to maintaining our neighborhood. At this me the residents of the neighborhood have no idea of the true number of bedrooms or their u liza on.**
- **There is nothing in the CUP that addresses the changes that will happen in the neighborhood with this approval. There is nothing in the submi ed house rules that addresses and requires the residents to respect the sanc ty of the neighborhood. They can't use drugs or alcohol in the house but they can check out. Please review the site plan, the ingress, and egress for this par cular property and alley and consider how easy it would be for those residents and guests who are inclined to break rules outside the home. Then we ask you to consider the impact on our neighborhood.**
- **There is nothing in the CUP applica on that addresses the City of Bakersfield's investment in the Brundage Lane Naviga on Center. Opening soon to address the needs of the homeless this facility will meet the immediate needs of the homeless and facilitate long term placement. Considering the impact the naviga on center will have on our community, does the use of this par cular home in our neighborhood meet the requirements as essen al and desirable to the public convenience and welfare to the City of Bakersfield?**
- **There is nothing about the demise of the CUP should Casa Esparanza no longer own the**

property. Will future property owners be able to change the use of the property without public no fica on?

- **How can we have confidence in oversight when the property currently has two unpermi ed addi ons?**

We admire and appreciate the mission of Casa Esparanza. We are certain that there are other proper es in the City of Bakersfield that will meet Casa Esparanza's needs without requiring a CUP and disrup ng a unique historical environment such as lower Panorama Drive. This par cular poorly executed project is not a welcome addi on to our neighborhood.

We thank you in advance for your me and considera on of our public comments.

Sincerely,

Sco and Mary Charles Hair

1201 Panorama Drive 93305

To Whom it May Concern,

I have strong concerns regarding the Casa Esperanza property on Panorama. To put it in simplest terms, this property and their plans for it will not serve the vulnerable women it hopes to serve in a positive way. I would be supportive if there was more reassurance that their needs will be met sufficiently and that it would be a safe environment for them and their families. Until then, I cannot support this decision.

Regards,
Jessica Hale

AT&T 3:58 PM 38%

General

Trish Garcia
B.C. • 1 day ago

Proposed transitional home at 1421 Panorama Drive. Hello neighbors. A local non-profit group is in escrow on the property at 1421 Panorama Drive. They are trying to get a conditional use permit that will change the zoning from a "single family home." The residents around the home are opposed to this. We will be walking the neighborhood, door to door, to get signatures on our petition to oppose/stop this permitting process. Just wanted to keep you all in the loop that we will be knocking on doors on Panorama and Princeton, west of Hailey in the next 1-2 weeks. If you want more info, feel free to message me.

Posted in General to 20 neighborhoods

Comment

Home Groups Businesses Notifications More

From: Trish Garcia <peppermintp416@bak.rr.com>
Sent: Monday, August 3, 2020 5:14 PM
To: City_Council <City_Council@bakersfieldcity.us>
Subject: Transitional Housing- 1421 Panorama Drive

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

Mr. Weir,

My family and I live at 1301 Panorama Drive in the same block as the proposed Casa Esperanza transitional house. We are adamantly opposed to the project. This area is comprised of single family homes. To allow for a conditional use permit for the property would be such a detriment to the neighborhood. We take great pride in living in this area. We care for our homes, our neighbors. The board of Casa Esperanza has not been able to convince this neighborhood that this "experiment" of a social project would be beneficial to our neighborhood, our families, our livelihood. The board has based the premise of this home on others in Los Angeles and Oakland. First, those cities are not comparable to our small town Bakersfield. Second, those transitional homes are in multi-use areas where they are surrounded by apartment complexes and other multi- use buildings. The safety of our families is of upmost importance. If 6-8 women of varying circumstances/backgrounds and their children are allowed to move in, the safety of our neighborhood and families will certainly be affected. Mr. Weir, as our city councilman, I beseech you to stand with your neighborhood and constituents and oppose this project.

Thank you,
Trish Iturriria-Garcia

Sent from Mail for Windows 10

From: peppermintp416@bak.rr.com <peppermintp416@bak.rr.com>
Sent: Monday, August 31, 2020 12:21 PM
To: Paul Johnson <pjohnson@bakersfieldcity.us>
Subject: Proposed transitional housing at 1421 Panorama Drive

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

Mr. Johnson,

My family and I live at 1301 Panorama Drive in the same block as the proposed Casa Esperanza transitional house. We are adamantly opposed to the project. Our neighborhood is comprised of single family homes. To grant a conditional use permit to this non-profit organization would be such a detriment to our neighborhood. It also sets a frightening precedent that single family homes in established neighborhoods can easily be converted into multi-use facilities in said neighborhoods.
We have met, via Zoom, with Board members from Casa Esperanza. Although their intentions are good, they have yet to convince us that this 1st time home and project would be beneficial to our neighborhood, our families, our safety, and our livelihood. In addition, the Casa Esperanza board has based the premise of their 1st transitional home on others in Los Angeles and Oakland. First, these homes are in multi-use areas of these cities. Second, those cities are not comparable to our small town Bakersfield.
Mr. Johnson, I respectfully ask that you listen and take into account our concerns before granting Casa Esperanza the conditional use permit.

Thank you,
Trish Iturriria-Garcia

From: Noriefam <noriefam@yahoo.com>
Sent: Friday, July 10, 2020 2:04 PM
To: City_Council <City_Council@bakersfieldcity.us>
Subject: Casa Esperanza

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

Dear Ken Weir,
Many neighbors and myself have tried to reach you regarding a rooming house/women's transitional house planned at the corner of Haley and Panorama Drive. The house has been purchased but will not close escrow until Casa Esperanza gets its conditional use permit. As a large group of neighbors we have met several times and have had 2 Zoom meetings with the Casa group. We have several concerns we would like to share. A major concern is that we are single family residences and this house could have upwards to 20 residents. Please contact me.
Sincerely, Karen Noriega
662-333-2787, 1413 Princeton Ave.

Sent from my iPad

City of Bakersfield Planning Division
1715 Chester Avenue
Bakersfield, CA 93301
Attn: Kassandra Gale, Principal Planner

October 7, 2020

To Whom it May Concern,

Hello. My name is Karen Noriega and I have lived at 1413 Princeton Ave. for 42 years. The proposed Casa Esperanza Transitional Home is not conducive to our single family homes in the area. We love the neighborhood and feel this home would better be suited in a different area.

As a retired teacher, my main concern is for the safety and well-being of the children that would be living there. We've been told that as many as 12 children could be living there. Children need supervision and currently they would be involved with distance learning. If the mothers are going to join the work force, who will be with all the children?

Another concern is the safety of the children. The corner of Haley and Panorama is extremely busy and there are no sidewalks. We've had an increase of homeless in the area as well as an increase in crime. We all have alleys behind our homes and it tends to attract problems.

Please consider our concerns when making your decision on the property. As neighbors, we are not against the idea of a home. We feel it would be better suited in a different location for the benefit of everyone.

Sincerely,
Karen Noriega
1413 Princeton Avenue
Bakersfield, CA 93305

From: Kristen Urquidez <kurquidez@gmail.com>
Sent: Monday, June 8, 2020 9:45 PM
To: Paul Johnson <pjohnson@bakersfieldcity.us>
Subject: Concerns over transitional home proposed for 1421 Panorama Drive

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

Mr. Johnson,
I was recently notified that Casa Esperanza, a local non-profit organization, is interested in purchasing the single-family home immediately next to me at 1421 Panorama Drive, 93305 (I live next door at 1411 Panorama Drive) to use as a transitional home for homeless women and children. Several neighbors around this residence are very concerned about this proposed project.

Here is a bulleted list of our concerns:

- The number of occupants is potentially much higher than what would reside in a single family home. The information we received from the nonprofit states they intend on taking in 6 women and any children they have. If each woman brings 2 children, there will be 18 residents, plus the resident caretaker, putting the occupancy at 19. We feel this is much too high for a single residence.
- There are a lot of unknowns with the visitors that may be visiting. We are concerned this could bring about the potential for an increase in crime due to additional activity around this house.
- This is the organization's first transitional home and there are a lot of variables on the implementation of this plan that would determine how successful and smooth their operations would run.
- We are concerned about the validity of their screening tool to select candidates that would not contribute to drug or alcohol abuse or theft in the area.
- We are concerned about the safety for any children that would be residing in a residence on the corner of two very busy streets. Panorama is already congested from students and staff traveling to and from Bakersfield College, as well as being a busy four-lane street for residential and thorough-way travel. Haley is also a busy street for multiple travel uses, and very congested along street curbs for student parking. There are currently no sidewalks along any part of the property and no front-yard fence to protect children playing. There is currently a small area in the back of the property, but this does not seem like it will be large enough for potentially 12 children to play.
- We are concerned about the number of vehicles that would be parked in and around the residence. Even if the women living there do not initially own cars, there is a potential they could eventually purchase a car while they are living there, along with the resident caretaker who would likely have a car, along with any service providers that come to the residence to provide services to the women. Most single family homes do not have more than 2 vehicles. We are concerned the number of vehicles at this residence would likely be more than that.

While we commend the intention of the project, we feel that because every residence on our block (and for several blocks around) are traditional single-family homes, this project will set a precedent for alternate zoning uses other than what this neighborhood has every been used for. We are concerned that if this proposed project occurs and a conditional use permit is authorized our neighborhood and the neighborhood feel would never be the same again. I have two young children and take their safety and

well-being very seriously. Myself and my husband work very hard to watch over our neighborhood and watch over our more elderly neighbors to maintain a safe neighborhood. We are very concerned about the impact this will have on the safety of our family, being that we are directly next to the property.

I called the Planning Department last week to see if a conditional use permit application had been submitted and as of last week, one had not. We are very interested in sharing our concerns regarding this proposed project in the event that a conditional use permit is submitted and put before the Planning Commission. If you have some time to talk over the phone or in a virtual meeting with myself and my neighbors about this proposed project, we would be very interested in setting up a date and time to talk about this proposed project. I can be reached at (661) 578-1472 or kurquidez@gmail.com

Thank you!

Kristen Urquidez

From: Kristen Urquidez <kurquidez@gmail.com>
Sent: Monday, July 13, 2020 4:50 PM
To: Ken Weir <Ken@weircpa.com>; City_Council@bakersfieldcity.us
Subject: Casa Esperanza transitional home neighborhood concerns

Mr. Weir,
One of my neighbors, Karen Noriega, recently spoke with you regarding a transitional home for women being proposed at 1421 Panorama Drive. I live directly to the west of the property and have been coordinating the communication between our neighborhood group and the Board of Casa Esperanza. We have met with members of their Board twice now and feel they are listening, but not responding to any of our concerns about the impact this project will have on the neighborhood.

Please find a list of our main concerns regarding the project below:

1. **Number of persons -**
    - Per existing zoning regulations, the property is designated as a single-family residence (as is the entire block and several around it) and the desire in the neighborhood is that existing residences stay as single-family use. We are concerned about the precedent this might set if zoning rules are disregarded and conditional use permits are granted changing these set regulations.
    - The Alexandria house in L.A. resides in an area completely zoned for multi-family residences. There are apartment complexes flanking all sides of their two properties, not single-family homes as is being proposed for this project. We are concerned that there is no true model that will help predict how smoothly this project will operate based on the current proposed plan. Even though there is lots of evidence stating that the Alexandria house is the model for this project, we do not see very many similarities to the implementation thus far, other than the intended audience it will help.
    - Other "model" homes presented to our group at the last meeting were a home in Santa Cruz and one in Oakland - neither of which reside in a single family zoned residential neighborhood, making comparisons about the impact of their operations on the surrounding area meaningless for our situation.
    - The Alexandra house recently experienced an accidental fire in March that damaged two floors of the residence. Risk for accidental fires increases with the number of occupants and possibly their unfamiliarity with the residence. Will there be fire sprinklers installed and an overhaul (if needed) to make sure smoke detectors are all functioning properly?
2. **Supervision & Rules Enforcement/ Household management -**
    - While the proposed rules seem thorough, we find it hard to believe that they will be followed and enforced at all times by a single residential advisor. We do not have confidence that each mother will supervise their children at all times and have adequate child care when they are at work.
    - Judy Vaughan, the Executive Director of the Alexandria house, appears to live and work on the property in order to have the hands-on approach that has proven successful for them. She also seems to have a large team of people who help run everything. Will there be any other live-in residents to help mentor, guide, and ensure residents are abiding by the rules they agreed to? How will the Board keep tabs on the progress of the residents and the condition of the property? What will happen when the live-in resident needs time off, is sick, or on vacation?
3. **Safety and Security/ Children's Wellbeing -**

- For the children: The proposed location is at a busy intersection with two large, arterial streets and we are concerned that children will be playing on or around the property outside of the confines of the backyard play area; ties in with supervision concerns
- For surrounding properties: Concerns about neighbor privacy and security. Due to the nature of each woman's situation, they may occupy the residence for +/- a year and then there would be turnover. We would prefer to have more permanent residents so there is familiarity with the people who are supposed to be on or around the residence. If there is an accident, like a fire, there is a chance that fire could also spread to adjoining properties.

4. **Parking**
    - A Google Map image of the Alexandria house and their adjoining second property showed no less than 13 vehicles parked on the driveways and curbs immediately in front of the residence. While this is just one snapshot in time, we have serious concerns about the assumption that the residents will not have vehicles parked on or around the property. While there is parking in the rear of the house, what is to prevent that area from being converted to more outdoor play area if there is a need to expand that space and now parking becomes limited to the driveway parking and street parking (which is not allowed without a residential parking permit)? What procedures will be put in place to ensure that all city code rules are followed with regards to parking?
5. **Guests**
    - Due to the fact that these women may have a variety of extenuating circumstances in their past, we are concerned about potentially "uninvited" guests that may find out where these women now live and try to visit them. We are worried some of these could create individual and public safety concerns that may warrant calls to the police or EMS. What will be done to ensure the safety of the residents at the property and the neighbors next to the property from uninvited guests?

After our last meeting, we felt like zero progress was being made on behalf of Casa Esperanza to address any of our concerns. Essentially, all of the concerns tie back to the number 1 concern that we feel the house will be occupied by way too many residents (in addition to daily influx of visitors, staff, and care providers). Casa Esperanza has repeatedly told us that they cannot operate under that threshold of 6 women (plus any children) and a live-in resident - they estimate this could be upwards of 18-20 people.

Not on our direct list, but of concern is the impact this project would have on property values and the attraction of future families wanting to move into our neighborhood. Again, it concerns us what precedent this might set for the area, after being a neighborhood of single-family homes for over 60 years.

I am currently working from home and available pretty much any time. If you would like to discuss over the phone or Zoom any of this, I would be happy to meet. I can be reached at kurquidez@gmail.com or (661) 578-1472.

Thank you so much for your time!

Kristen Urquidez
1411 Panorama Drive

From: Kristen Urquidez <kurquidez@gmail.com>
Sent: Wednesday, September 23, 2020 12:07 PM
To: City_Council <City_Council@bakersfieldcity.us>
Subject: Neighborhood Opposition to Casa Esperanza project at 1421 Panorama Drive

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

Hello Mr. Weir,
I live directly next door to a single-family home that Casa Esperanza, a local non-profit, is in escrow to purchase and turn into a transitional home for homeless women and their children. While myself and the neighbors all around me consider this a worthwhile endeavor, we feel the single-family home at 1421 Panorama Drive is not the right property for this project. A project that is ill-conceilved will help no one. Therefore, a group of us have been actively notifying other neighbors around Panorama and Princeton, and beyond so that they are aware and can submit comments and participate in the discussion on this project that could have major short and long-term impacts on the neighborhood.

As our local City Councilmember, we are very interested in discussing this matter with you. We read in a recent news article that you actively opposed the Project RoomKey project that was brought before the council. We know this topic is of high interest to the residents in the greater Bakersfield area and this project deserves a similar hard look to analyze the impacts on the residents in the immediate vicinity and how to best help the people they are trying to help without having a negative impact on the surrounding neighborhood.

Casa Esperanza submitted an application for a Conditional Use Permit recently and the City Planning Department has tentatively set a hearing for October 13th. We are submitting a petition that we have collected signatures from local residents from, as well as individual letters of concern from each of us.

We would really appreciate the opportunity to meet and discuss this project with you over Zoom before October 13th. I would be happy to set everything up if you could let us know of an evening that would work for you.

I can be reached at (661) 578-1472 or kurquidez@gmail.com

Thank you!

Sincerely,
Kristen Urquidez

City of Bakersfield Planning Division
1715 Chester Avenue
Bakersfield, CA 93301
A@n: Kassandra Gale, Principal Planner

October 5, 2020

To Whom it May Concern,

I am wriOng to oppose the applicaOon for a CondiOonal Use Permit at 1421 Panorama Drive, Bakersfield, CA 93305 by Casa Esperanza. I own the home directly to the west of this property and share 232 feet of fence line with the property. This single-family home should not be granted a CUP to be used to operate a business and run a transiOonal home (roominghouse) because the applicant has not proven that this project is "essenOal or desirable to the public convenience or welfare" and this project would have a tangible negaOve impact on the neighborhood it is being proposed in.

The applicant has not proven that this project is essenOal or desirable to the City of Bakersfield. In their statement, there is no menOon of any staOsOcs in the City of Bakersfield for how many homeless women with children there are esOmated to be residing in our city. They also fail to provide clarity on whether these women and children will be exclusively coming from within Bakersfield, or if they will be open to accepOng individuals from other communiOes. There is also no menOon of how this project will be "complimentary" to the current "government-sponsored housing first approach" currently in existence in Bakersfield. Without further detail on these specifics, I do not feel that Casa Esperanza has met their duty to "explain how and why this request is essenOal or desirable".

Aside from their inability to prove that this project meets the minimum criteria for a CUP, the neighbors in and around the property have serious concerns about the details of the implementaOon of this project. Our objecOon to this project is in no way reflecOon on how any of us feel about homeless women and their children, nor the organizaOon's mission in helping this populaOon. Our objecOons have to do with the logisOcs, space, planning, and the fact that this is Casa Esperanza's first a@empt at starOng and running a transiOonal home. Several neighbors, including myself, met twice with Board members from Casa Esperanza in a virtual sen g on Zoom. We asked quesOons to be@er understand the project and presented our neighborhood concerns. While they had an acOve dialogue with us, there were no acOonable items taken by the organizaOon to address or miOgate any of our concerns.

The following are the top five reasons my family personally opposes the CondiOonal Use Permit applicaOon on this property/project.

1. **Number of persons -**
    - Per exisOng zoning regulaOons, the property is designated as a R-1 single-family residence (as is the enOre block and several around it) and the desire in the neighborhood is that exisOng residences stay as single-family use. I am concerned about the precedent this might set if zoning rules are disregarded and condiOonal use permits are granted changing these set regulaOons for other uses. This has been a neighborhood of single-family home since the 1950's and I do not see the need to set a precedent to change the use of the properOes in my neighborhood. If the use of this property is allowed this excepOon, I see very li@le chance that the property would be successfully able to be occupied as a single-family home again in the future if this organizaOon were to cease operaOons.

- All of the “models” that we have been presented with by Casa Esperanza operate in mulO-family zoned areas. The “Alexandria house” in L.A. resides in an area completely zoned for mulO-family residences. There are apartment complexes flanking all sides of their two properOes, not single-family homes as is being proposed for this project. Alarmingly, the Alexandria house recently experienced an accidental fire in March that damaged two floors of the residence. Risk for accidental fires increases with the number of occupants and possibly their unfamiliarity with the residence. The “Elizabeth House” in Oakland is directly adjacent to the church that operates it and is flanked by mixed type housing. The “Jesus Maria & Joseph House” in Santa Cruz is in the middle of an industrial complex and apartments, not single-family homes. We feel that Casa Esperanza should follow the lead of their successful “models” and also uOlize a residence in a mixed use or area already zoned for mulOple families.

2. **Supervision & Rules Enforcement/ Household management -**
   - While the proposed rules seem thorough, we find it hard to believe that they will be followed and enforced at all Omes by a single residenOal advisor. We do not have confidence that the rule that each mother will supervise their children at all Omes and have adequate child care when they are at work will be enforced. I am a high school Science teacher and have rouOnely had classrooms full of 35-40+ students in a period. People (classroom) management is not a skill that is mastered quickly with li@le experience. We have asked Casa Esperanza Board members what the qualificaOons will be expected when hiring for this “live in residenOal advisor” and are under the impression that it will likely be an inexperienced young adult, possibly fresh out of college, who would fit the bill to live in a house 24/7 with these women and children. The Program Manager/Director, who may have more qualificaOons than the residenOal advisor, will only be present on the property during “business hours”. We are concerned about how well the household will be managed when there are not three staff members present ak er hours and on the weekend when all of that responsibility will fall on the residenOal advisor.
   - Judy Vaughan, the ExecuOve Director of the Alexandria house in L.A., lives and work on the property in order to have the hands-on approach that has proven successful for them. She also seems to have a large team of people who help run everything. We asked the Casa Esperanza Board members if any of them will live or work on a daily basis in the house and they told us “No”. Again, the models being offered in the plans for this project are not being followed.

3. **Safety and Security/ Children's Wellbeing -**
   - For the children: The proposed locaOon is at a busy intersecOon with two large, arterial streets and we are concerned that children will be playing on or around the property outside of the confines of the backyard play area; Oes in with supervision concerns.
   - For surrounding properOes: We have concerns about neighbor privacy and security. Due to the nature of each woman's situaOon, they may occupy the residence for +/- a year and then there would be turnover. We would prefer to have more permanent residents so there is familiarity with the people who are supposed to be on or around the residence. If there is an accident, like a fire, there is a chance that fire could also spread to adjoining properOes.

4. **Parking**
    - A Google Map image of the Alexandria house and their adjoining second property in L.A. showed no less than 13 vehicles parked on the driveways and curbs immediately in front of the residence. While this is just one snapshot in Ome, we have serious concerns about the assumpOon that the residents will not have vehicles parked on or around the property. The CUP applicaOon shows that the backyard will become a parking lot. We do not support this house essenOally turning into a business with striped parking stalls instead of a backyard. We feel that once a business occupies a home, there is very li@le chance that it will turn back into a family home again in the future.

5. **Guests**
    - Due to the fact that these women may have a variety of extenuaOng circumstances in their past, we are concerned about potenOally "uninvited" guests that may find out where these women now live and try to visit them. We are worried some of these could create individual and public safety concerns that may warrant calls to the police or EMS. Neighbors have enough to look out for to maintain the safety and security of the neighborhood. We have no desire to turn into “that neighbor” that is always having to call the police or code enforcement in order to get someone (or mulOple people) to comply to the set rules and regulaOons.

Finally, I have serious concerns about the condiOon of the exisOng property and the plans by Casa Esperanza to make it fit their needs. There are two garage conversions that have happened over the years that have NO PERMITS ON FILE at the City of Bakersfield. The original home was 2,644 sq. k . and likely contained 3 bedrooms and an office. Out of the eight “bedrooms” indicated on the provided floor plan, two do not meet CA building code requirements to be considered a bedroom (one room does not indicate a window or method of egress and another room does not contain a closet and is less than 7 feet in width). There is no menOon of any proposed changes to the exisOng layout, other than depicOng the new “parking stalls” in the backyard. In their “House Rules and ResidenOal Agreement” document, it is mandated that residents will be present for “Family dinners” Monday through Thursday, yet the exisOng dining room does not appear large enough to accommodate the 18+ residents and residenOal advisor expected to occupy the home. Once again, we see flaws in the proposed plans and implementaOon on this project.

We have collected over 100 signatures on a neighborhood peOOon to oppose this CUP applicaOon. There are many residents that agree that sen g a precedent on this project to allow a nonprofit (business) to operate in a single-family home is not desired. Once again, our opposiOon to this applicaOon is not a reflecOon on their well-intenOoned ideas, but toward our concerns that the implementaOon will be problemaOc and a burden on our neighborhood. In summary, a poorly-executed project will help no one!

Thank you so much for your Ome and effort to carefully read and consider our public comments!

Sincerely,

Kristen and Johnny Urquidez

1411 Panorama Drive
Bakersfield, CA 93305

From: Nicole Yaksitch <nori432@aol.com>
Sent: Friday, July 17, 2020 1:53 PM
To: City_Council <City_Council@bakersfieldcity.us>
Subject: Casa Esperanza

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

Hi Mr. Weir,

I would like to see if myself and our neighbors could schedule a Zoom meeting with you regarding the purchase of 1421 Panorama Drive by Casa Esperanza. As a neighbor two doors down, I have many concerns over this project and the number of people that potentially will be living in the home. We already have traffic and parking issues on our block due to the college.

Please feel free to contact me via phone at 246-8440 or reply to this email.

Thank you,
Nicole Noriega Yaksitch

City of Bakersfield Planning Division
1715 Chester Avenue
Bakersfield, CA 93301
Attention: Kassandra Gale, Principal Planner

Dear Ms. Gale,

I am writing in regarding the property located at 1421 Panorama Drive. I own the property at 1311 Panorama Drive, three houses down. I have serious concerns for the plans by Casa Esperanza in making a transitional home of this current residence. I have participated in meetings, via Zoom, with members of the Casa Esperanza board regarding their plans and my questions and concerns still go unresolved.

My first concern is the number of people they plan to have in the home. For "their numbers to work" per their board, they are looking to have 18-20 residents of women and children and 1 person hired to oversee the home. When I expressed my concern was with the number of residents and asked if it could be kept to 8 or below, they explained that wouldn't work for them, their numbers needed to be higher to make it work. Our neighborhood has a lot of traffic because of the college and currently a lot of crime. I believe having this many individuals coming and going from the home will add to the problems in our neighborhood.

Secondly, my concern is for the safety of the children living in the home. 1421 Panorama is a corner home with lots of street traffic and most of the backyard on the property has been turned into a parking lot. The yard is not designed for children and the board of Casa Esperanza intends to keep 11 parking spaces, utilizing those in the backyard, rather than establishing a play area. They have stated the children can play safely in the front yard. Myself, nor my neighbors have allowed our own children to play in the front yard due to not only the safety concerns with traffic, but also due to the bike path across the street that has attracted many individuals under the influence of substances.

Additionally, the person in charge hired by Casa Esperanza will live at the house and make sure rules are followed and take care of things. We currently have a lot of vagrants, theft and other crime in the neighborhood. It is my belief they will not want to retain their position the first time there is a problem, the first time someone jumps the fence into the backyard and threatens them, which will lead to high turnover in that position. During a meeting I asked the board members present if they would be willing to fill that role themselves to make sure things ran smoothly until they got the project up and running. They said no, that would not work. Therefore, I assured them I would be calling them each and every time there was a problem, right after I called the police.

I was raised in Bakersfield and am now raising my own family here. I love my home and grew up just one block away. Although the neighborhood has changed over the years, we still bought our home to enjoy living in a neighborhood with single family homes, where we could know the neighbors. This project changes that dynamic. I am not against the idea of helping women and children, I am against the way Casa Esperanza is going about it. Instead of doing research and looking for a multi-family property in different locations in Bakersfield, like downtown that has both multi and single-family residences, it appears Casa Esperanza looked for a big house that was inexpensive that could hold a lot of people. When asked if they looked at other areas of Bakersfield they did not answer. The home would have two to four people in each bedroom, with five to six people sharing each bathroom and I don't think these

are good circumstances. Our county is going to great lengths to build shelters for homeless here in Bakersfield. It is my belief that the county and city have the resources and experience to help get people off of the street, into a better environment and can set those individuals up for success. The county and city are not taking the individuals misfortune and using it for profit, but rather trying to help those that need it. In my heart of hearts, I do not believe Casa Esperanza has these women and children's best interest in mind. I ask that the CUP not be approved for all of the reasons listed above.

I would be happy to discuss any questions or concerns you may have regarding this matter. Please feel free to contact me at the phone number or email below.

Sincerely,

Nicole Yaksitch
661-246-8440
Nori432@aol.com

To: Councilmember Ken Weir

From: Robert Garcia

Re: 1421 Panorama Drive

Mr. Weir,

I am a 25 year Bakersfield resident. I have lived in various parts of Bakersfield including the southwest and north. In 2004, my wife and I were thrilled to purchase our home at 1301 Panorama Drive. My wife was born and raised in Bakersfield and she often spoke of all the old families who had homes on the prestigious Panorama Drive. We have seen a few long-time neighbors move on or pass away, but for the most part, the homes on Panorama have maintained their beauty, value, and character. They have always been single family homes in one of the most sought after parts of old Bakersfield. This is exactly why my wife and I have worked tirelessly on our home. To maintain the prestige and beauty of our home and neighborhood while providing a safe environment to raise our two children.

A few months ago, we were notified by the Urquidez family that the house at 1421 Panorama was in escrow. We met twice with the board of Casa Esperanza via Zoom. Unfortunately, the board was unable to allay our concerns regarding many issues. One of the main concerns is the number of residents. On our Panorama Street block of 7 single family homes, the proposal is to put a transitional home with upwards of 18-20 residents in said home. At 18-20 residents in one home, that is nearly more people than the existing neighbors on our entire block. Our family knows all the neighbors on our block. We have a tight, informal neighborhood watch in place. By putting 18-20 transient residents (being as this is a transitional home), our safety is threatened.

I have been in the civil service for nearly 27 years- 6 years in the military, 3 years as a Bakersfield Police Officer and 18 years as an LA County Fireman. The vast majority of my experiences with rooming houses, transitional homes, and board and care homes have left me with no desire to raise my family near such facilities. I have responded to calls regarding violence, theft, substance abuse, peace disturbances, and behavioral emergencies.

While my wife and I are empathetic to the plight of the homeless women and children that Casa Esperanza intends to serve, I believe that this transitional home will bring new safety concerns that are unprecedented for our neighborhood.

Sincerely,

Robert Garcia

City of Bakersfield Planning Division

October 6, 2020

1715 Chester Ave.

Bakersfield Ca. 93301

Attention: Kassandra Gale, Principal Planner

Kassandra Gale, I am opposed to granting a conditional use permit @ 1421 Panorama Bakersfield Ca. 93305.

I own the property immediately south of this property @1418 Princeton, and share the alley with that address.

The group further known as Casa Esperanza should not be granted a conditional use permit for the following reason.

1- The original zoning designation is assigned to every legally defined parcel, and the zoning code specifies which uses are permitted in these zones and the standards that apply to each use.

I would hope, based on the current code the city planning department would ensure that the neighborhood maintain a compatibility with the original zoning designations.

My opposition to this plan is this: This idea introduces a wholly different concept to the original zoning designation, promoting greater physical activity, increasing rates of traffic, and lessons the public health and welfare of our community.

This conditional use permit would allow an exception to the long range goals and policies of the existing zones and regulations, which this neighborhood was not intended for.

I personally feel there are other destinations or locations within our city that would be more suited to there needs.

So, in closing I hope you see our neighborhoods point of view in declining their permit.

Sincerely,

David and Debbie Zuech @ 1418 Princeton Ave Bakersfield Ca. 93305

Petition to Oppose Casa Esperanza's Transitional Home for Women and Children at 1421 Panorama Drive

Petition Summary & Background:	*A transitional home for women and their children has been proposed at 1421 Panorama Drive, Bakersfield CA 93305 by Casa Esperanza, a local non-profit group. This project would require a conditional use permit in order to allow a deviation of use from the existing zoning as a single-family home. This would be the group's first transitional home. The project proposes that 6 homeless women and any children they have (the group estimates each woman might have 2 children), plus one live-in Residential Advisor will live in this single-family home. This means that upwards of 18-20 or more people would be living on this property, which is zoned as a single-family home. Neighbors were notified of this project after they went into escrow with the current homeowner. None of the Board Members will be living in or around the residence and will not have direct in-person contact with the residence on a daily basis.*
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	Name	Signature	Address	Email *(to receive updates on this project)*
1	Fred Banks	Fred Banks	313 Panorama	661 340 0494
2	Pam Baugher	Pam Baugher	313 Panorama Dr Bakersfield 05	

	Name	Signature	Address	Email (to receive updates on this project)
3	Susan Hernandez	Susan Hernandez		shralliance21@gmail.com
4	Michael Smith	Michael J Smith		chasi67@gmail.com
5	Jose A. Robles	Jose A. Robles	601 Panorama Dr. Bakersfield CA, 93305	
6	Jessica Robles	Jessica M. Robles	601 Panorama Dr. Bakersfield CA, 93305	TJRobes84@gmail.com
7	Don Lanier	Don Lanier	607 Panorama Bakersfield 93305	
8	Shelley Georgino	Shelley K Georgino	515 Panorama Bkfld 93305	shelleygeorgino@hotmail.com
9	Michael Georgino	M Georgino	515 Panorama Bakersfield 93305	
10	Dena S. Hale	Dena S Hale	1312 Panorama Dr. Bakersfield CA 93305	denasue4@gmail.com
11	William R. Hale	W Hale	1312 Panorama Dr Bakersfield, CA 93305	

	Name	Signature	Address	Email (to receive updates on this project)
12	Bailey Hale	[illegible]	1321 Panorama Bakersfield CA	
13	Jessica Hale	Jessica Hale	1321 Panorama Bakersfield, CA 93305	jesshale14@gmail
14	Kristen Urquidez	Kristen Urquidez	1411 Panorama Dr. Bakersfield, CA 93305	
15	Johnny Urquidez	[illegible]	1411 Panorama Dr Bakersfield CA 93305	

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	Name	Signature	Address	Email *(to receive updates on this project)*
16	Karen Noriega	Karen Noriega	1413 Princeton City, 93305	norietam@yahoo
17	F. MICHAEL NORIEGA	F. Michael Noriega	1413 PRINCETON BFLD 93305	MIKE@FMNACCTCY.COM

	Name	Signature	Address	Email (to receive updates on this project)
18	Dora Verdin	Dora Verdin	1406 Princeton Ave BKFLD 93305	
19	Kim Adams	Kim Adams	1406 Princeton ave BKFLD. CA, 93305	Kimalexeedat gmail.com
20	Raymond M. Verdin	Raymond Verdin	1406 Princeton ave BKFLD. CA. 93305	Kim Alexeedat gmail.com
21	Donna Foster	Donna Foster	1407 Princeton Ave Bakers, CA. 93305	tdfoster1407@sbcglobal.net
22	Terry Foster	Terry Foster	1407 Princeton Bakers field Ca 93305	tfoster959@Hotmail.Com
23	Sherry Diane Spiers	Sherry Diane Spiers	1412 Princeton Ave Bakersfield CA 93305	Sherry_827@icloud.com
24	Olivia Garcia	Olivia	1401 Princeton Avenue bakersfield CA 93305	oliviagarcia2@icloud.com
25	Thomas Freed	Thomas Freed	1315 Princeton Bakersfield, CA 93305	–
26	Felipa Alaniz	Felipa Alaniz	1131 Princeton Ave Bakersfield Ca	
27	Rebecca Brooks	Rebecca Brooks	1113 Princeton Ave Bakersfield Ca 93305	

28.

Name	Signature	Address	Email (to receive updates on this project)
Dale Brooks	[illegible]	1113 Princeton Ave.	

Petition to Oppose Casa Esperanza's Transitional Home for Women and Children at 1421 Panorama Drive

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	Name	Signature	Address	Email (to receive updates on this project)
29	Miguel Aguilar	[illegible]	1140 Princeton Ave	miguel325i@aol.com
30	Ronald Wolfe	[illegible]	1140 Princeton	RWOLFE@RonWolfe.com

	Name	Signature	Address	Email (to receive updates on this project)
31	Leah Cuellar		1116 Princeton Ave	leahcuellar.chem@gmail.com
32	Hector Rosa		1116 PRINCETON AVE	[illegible]
33	Joseph J. GIANQUINTO		1108 Princeton Ave Bakersfield 93305	jgianquint@aol.com
34	LANI GIANQUINTO		1108 PRINCETON BAK/CA 93305	lgianquint@gmail.com
35	Laura Bazeley		1209 Shattuck Bakersfield, CA 05	labaze@aol.com

Petition to Oppose Casa Esperanza's Transitional Home for Women and Children at 1421 Panorama Drive

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	Name	Signature	Address	Email (to receive updates on this project)
36	Debra Moritz	Debbie M	1200 Princeton Ave Bakersfield CA 93305	deb_bannister@yahoo.com
37	Robert Moritz	Robert Moritz	1200 Princeton Ave Bakersfield CA 93305	Moritz1964@yahoo.com

	Name	Signature	Address	Email (to receive updates on this project)
38	Jamie Guinn	Jamie Guinn	2700 Baylor ST Bakersfield CA 93305	jguinn88@gmail.com
39	DAVID Zueck	D. Zueck	1418 Princeton AVE BAKERSFIELD, CA. 93305	dz designs@outlook.com
40	Deborah Zueck	Deborah Zueck	1418 Princeton AVE BAKERSFIELD, CA 93305	dz designs@outlook.com
41	Jose Cruz Armendariz	J. A	1419 Princeton AVE Bakersfield CA 93305	acruzchico@aol.com
42	Stephanie Armendariz	S Armendariz	1419 Princeton Ave Bakersfield CA 93305	Armendariz.Stephanie@yahoo.com

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	Name	Signature	Address	Email *(to receive updates on this project)*
43	Trish Garcia	Trish Garcia	1301 Panorama Dr 93305	peppermint p4116 @ bak.rr.com
44	Christian Gonzales	[illegible]	3312 LA CRESTA DR 93305	CR.GONZALES @YAHOO.COM

	Name	Signature	Address	Email (to receive updates on this project)
45	Dustin Gonzales		3417 La Crosta Dr. 93305	dustingonzales@hotmail.com
46	Destinee Desiderio		1128 Princeton Ave. 93305	DestineeDesiderio95@gmail.com
47	Richard Gutierrez		1128 Princeton Ave 93305	RichardGutierrez85@gmail.com
48	Carrie Young		400 Balsam ave 93305	cyoung5683@yahoo.com
49	Chris Young		400 Balsam Ave 93305	chrisyoung5241@yahoo.com
50	ROBERT GARCIA		1301 PANORAMA DR. 93305	xCrog34@bak.rr.com
51	MARTHA RODRIGUEZ		2 MONTE VISTA DR	MARTHA4445@GMAIL.COM
52	Michelle Gallegos		5 Panorama	
53	Arlene Palmer	Roger Palmer	11 Panorama Dr	

	Name	Signature	Address	Email (to receive updates on this project)
54	Nicholas Lopez	21 Panorama Dr	21 Panorama Dr. 93305	ndlopez77@gmail.com
55	Ryan Harper	55 Panorama dr		
56	Connie Contreras	105 Panorama Dr	"	connie v contreras@gmail.com
57	Joseph Contreras	105 Panorama Dr	"	
58	Jim Brewton	125 Panorama		
59	Benny Gutierrez	129 Panorama		
60	Elizabeth Mebane	200 La Colina		lizmebane1@gmail.com
61	Chet Mebane	200 La Colina		chetmeb1@gmail.com
62	Michael Maharrey	Michael Maharrey	1005 Shattuck Ave Michael Maharrey	

	Name	Signature	Address	Email (to receive updates on this project)
63	Michael Keate	Michael J. Keate	1005 Shattuck Ave	
64	Cindy Hedrick-Keate	Cindy Hedrick-Keate	1005 Shattuck Ave	saddlecin@gmail.com

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	Name	Signature	Address	Email *(to receive updates on this project)*
65	Sarah Alvarado	S h a	310 Magnolia. 93305	sarahalvarado22@gmail.com.
66	Robert Castaneda	Robert Castaneda	2719 San Pablo Ave	Castanedarobert16 gmail

	Name	Signature	Address	Email (to receive updates on this project)
67	Jose Alvurado		3307 Century Dr.	Jonovoc@yahoo.com
68	Indra Muñoz		3307 Century DR	ardnimunoz@gmail.com
69	Julia Green		309 Magnolia Ave	juliagreen@moorcog.com
70	GREG GREEN		309 Magnolia Ave	gregoryderekgreen@gmail.com
71	JESUS ALVARADO		310 MAGNOLIA AVE	alvaradojesus24@yahoo.com
72	SHAWNA LYNN			
73	Steven Armas		1212 Telegraph Ave	
74	Melaynie Lopez		1212 Telegraph Ave	

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	Name	Signature	Address	Email (to receive updates on this project)
75	Cathy L. Flores	Cathy L. Flores	1312 Princeton Ave	
76	Jess A. Flores	JESS A. FLORES	1312 PRINCETON AVE	CATZAPPA1988.Gmail.com ALL LOWER CASE.

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	Name	Signature	Address	Email (to receive updates on this project)
77	Jesus Sosa	Jesus Sosa	1136 Princeton Ave	jesus_sosa@icloud.com
78	Elisa Sosa	Elisa Sosa	1136 Princeton Ave	elisa_sosa@icloud.com

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	Name	Signature	Address	Email *(to receive updates on this project)*
79	Diane Bolanos	Diane Bolanos	1306 Princeton Ave	sadienbella@gmail.com.

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	Name	Signature	Address	Email *(to receive updates on this project)*
80	Mary E. Nix	Mary E Nix	1250 Princeton Ave	
81	Lloyd R. Nix	Lloyd R Nix	1250 Princeton Ave	

1413 Princeton Ave

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	Name	Signature	Address	Email *(to receive updates on this project)*
82	Luis E Cervantes		1123 Princeton Ave Bakersfield CA 93305	luis@bswroofing.com

Please return to Karen Noriega - 1413 Princeton

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	Name	Signature	Address	Email (to receive updates on th project)
83	DARRELL MIRELES	Darrell Mireles	1304 RADCLIFFE AVE	

Please return to Karen Noriega - 1413 Princeton

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	Name	Signature	Address	Email (to receive updates on th project)
84	Tony Abonnel	Tony Abonnel	1316 Radcliffe Ave 93305	

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	Name	Signature	Address	Email (to receive updates on this project)
85	ZACHARY BOYD	Zam	1213 PRINCETON AVE, BAKERSFIELD CA 93305	ZBOWBOYD@GMAIL.COM
86	Suzanne Boyd	Suzanne Boyd	1213 Princeton AVE. Bakersfield, CA93305	SUZZZMB@yahoo.com

1421 Panorama Dr. is on a very busy corner (traffic), not safe for young children who may venture outside of the yard.

WILL THEIR FREINDS & FAMILY BE PERMITTED TO VISIT? THAT WOULD BRING EVEN MORE PEOPLE TO THE NEIGHBORHOOD...?

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	Name	Signature	Address	Email *(to receive updates on this project)*
87	NORBERT GAL		1207 PRINCETON AVE	DOCNORBER@HOTMAIL.COM
88	ALICIA GARCIA		1207 PRINCETON AVE	

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	Name	Signature	Address	Email (to receive updates on this project)
89	Jesus López	[illegible]	1109 Princeton ave Bakersfield	mitolopez.16@gmail.com
90	Claudia López	Claudia López	1109 Princeton ave Bakersfield.	adrianlopez1411776@gmail.com

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	Name	Signature	Address	Email (to receive updates on th project)
91	Maxine Wiedeman	Maxine Wiedeman	1212 Radcliffe Ave.	zemaxx@yahoo.com
92	LARRY Wiedeman	Larry Wiedeman	1212 Radcliffe Ave	zecapt3@yahoo.com

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	Name	Signature	Address	Email *(to receive updates on this project)*
93	Kathleen Amstrong		1400 Princeton Ave Bakersfield, CA 93305	kaamstrong@gmail.com
94	Ryan Dembosky		1400 Princeton Ave Bakersfield, CA 93305	ryan.dembosky@gmail.com

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	Name	Signature	Address	Email (to receive updates on this project)
95	Scott Hair	Scott Hair	1201 Panorama Drive	
96	Lucy Shears	Lucy J Shears	1001 Panorama Dr	Lshears58@yahoo.com
97	BARBARA ANSON	Barbara Anson	1011 PANORAMA DR	littlebarbieq@yahoo.com

98

Name	Signature	Address	Email (to receive updates on this project)
Anthony Hernandez	[illegible]	1117 Panorama Dr.	

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	Name	Signature	Address	Email (to receive updates on this project)
99	Nicole Yaksitch	Nicole Yaksitch	1311 Panorama BKFld, CA 93305	nori432@aol.com
100	Steven Yaksitch	Steven Yaksitch	1311 Panorama BKFld, CA 93305	syaksitch@hronis.net

Attachment H:
Existing Site Photos

Attachment I:
KCHC Cost Benefit Analysis

KERN COUNTY HOMELESS COLLABORATIVE

COST BENEFIT ANALYSIS

OF THE HOUSING FIRST APPROACH TO ENDING HOMELESSNESS IN KERN COUNTY

Kern County Homeless Collaborative

United Way of Kern County

EXECUTIVE SUMMARY

Cost Benefit Analysis of the Housing First Approach to Ending Homelessness in Kern County

Homelessness is a continuing problem in Kern County, as it is in other communities. The costs of homelessness are high, both in human and financial terms. Local public and private non-profit agencies spend about $25 million annually to feed, care for, shelter, and house 4,500 homeless and formerly homeless people, or about $5,551 per person. Federal and state funds pay for 75% of the cost of these programs. City and County taxpayers and private donors pick up the remaining 25% (about $6 million).

Not so obvious are the costs to local merchants and property owners, and to public services such as law enforcement and emergency medical care. The US Department of Housing and Urban Development estimates that it costs about $40,000 a year for a homeless person to live on the streets. Other studies have shown that about 10% to 15% of the homeless population – sometimes referred to as "frequent flyers" or "heavy consumers" – are responsible for a disproportionate amount of these costs. The same studies have also found that placing these homeless people in affordable housing with supportive services results in significant reductions in emergency, hospital and law enforcement costs.

$40,000
cost per year to live on the streets
US Department of Housing and Urban Development estimate

Locally, these so-called "hidden costs" of homelessness include more than $2 million of general fund monies for the Bakersfield Police Department to respond to minor offenses such as panhandling and illegal camping. Homeless people accounted for 13% of all suspects booked by the Kern County Sheriff in 2016, and made up at least 10% of the jail population. Service utilization data from medical providers show much higher than average rates of ambulance transports, emergency room visits and other hospital services.

Recent years have seen a paradigm shift in the approach to ending homelessness. Known as "Housing First," this approach emphasizes placing people directly into affordable housing without preconditions, rather than having them undergo a succession of residential and treatment programs to prepare them for independent living. Supportive services are offered to help achieve housing stability, but are not mandated. Not only has this approach been successful in ending homelessness, it has also resulted in significant decreases in the use of emergency medical and law enforcement services.

The Kern County Homeless Collaborative adopted the Housing First approach several years ago, and has placed several hundred homeless people into housing using a standardized assessment and prioritization process that takes into account length of time homeless, severity of service needs, as well as other factors. An informal survey of a group of formerly homeless individuals and families identified as heavy consumers, most of who had been homeless for long periods, was conducted to determine if and how their service utilization and associated costs had changed in the first six months after they had obtained permanent housing.

The survey results were quite striking, and support the belief that it is less expensive to house homeless people than it is to leave them on the streets or in shelters. Jail time and costs decreased by 98%. In-patient hospitalization costs decreased by 88%, ambulance transports by 65%, and emergency room visits by 49%. Combined cost savings amounted to a total of almost $731,000 for a six-month period. Even when supportive housing costs are factored in, the net savings was about $580,000. This amounted to a savings of about $14,000 per person for six months, or about $28,000 on an annual basis.

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The survey results were quite striking, and support the belief that ***it is less expensive to house homeless people than it is to leave them on the streets or in shelters****.*

I. INTRODUCTION

Homelessness is a complex social problem with a variety of underlying economic and social causes including extreme poverty, lack of affordable housing, untreated mental health and/or substance use problems, family breakdown, and other factors. Homelessness affects society in many different ways, some of which can be measured, some not. The suffering experienced by homeless individuals and their families is incalculable, and affects the well-being of the community as a whole.

Many studies have demonstrated the economic impact of homelessness on public resources. They typically find that homeless people tend to disproportionately use expensive emergency medical and crisis services, and have more frequent contact with law enforcement than people who have a home. These studies have also identified a subgroup of "heavy consumers," estimated at from 10% to 15% of the homeless population, who are responsible for a majority of these costs. Typically, these are chronically homeless people who have multiple problems and rarely use shelters.

Studies have shown housing retention rates of 85% or more after a full year

A relatively new approach to addressing homelessness known as "Housing First" has proven very effective in helping this sub-group, as well as other homeless people, exit homelessness. This approach involves placing homeless people into permanent, affordable housing as quickly as possible, without preconditions or service barriers to entry. Supportive services are offered, but not required, to maximize housing stability and prevent repeated homelessness. Studies have shown housing retention rates of 85% or more after a full year, and significant reductions in emergency, hospital and law enforcement costs.

The Kern County Homeless Collaborative, aka the Bakersfield/Kern County Continuum of Care (CoC), officially adopted the Housing First approach in 2008 and, since then, has refocused its combined efforts to end homelessness on producing new permanent housing. It has also prioritized chronically homeless individuals and families for placement in permanent supportive housing. United Way of Kern County, collaborative applicant for the Bakersfield/Kern County CoC, commissioned this study to analyze whether this strategy has resulted in cost savings to the local community, as has been found in other areas.

There are two components to this analysis. First, an attempt was made to estimate the costs incurred annually by the community to address homelessness, including the cost to both homeless programs and to key public services, including emergency medical services, hospitals, and law enforcement. Secondly, a group of formerly homeless people was surveyed to determine how their utilization of, or contact with, these key public services had changed once they were housed. Most of these people had been chronically homeless, and prioritized for housing placement based partially on being "heavy consumers."

The first objective was only partially achieved. Budget information from homeless programs and homeless population data were adequate to calculate the total and average cost of providing designated services to homeless people. Assessing the full impact of homelessness on key public services was more problematic, because the agencies approached, except for one, do not routinely identify or track homeless people in their management databases. However, they were all able to provide some useful estimates of service utilization and costs through informal record searches or "expert estimates."

The follow-up survey of former chronically homeless people who had been placed in permanent supportive housing according to Housing First principles showed significant decreases in the utilization of ambulance, emergency room and in-patient hospital services, and interactions with law enforcement and jail time. Service costs were estimated and compared, using cost averages provided by these agencies that show strong support for the Housing First approach.

II. HOMELESSNESS IN KERN COUNTY

There are multiple, overlapping definitions of homelessness used by various federal and state agencies that fund homeless programs. These definitions not only determine who may be served, but also affect how the homeless population is counted or estimated.

Definitions of Homelessness

The definition of homelessness used by the US Department of Housing and Urban Development (HUD) is the most restrictive. To paraphrase, HUD defines a homeless person to be an individual or family who lacks a regular nighttime residence; sleeps in a place not meant for sleeping (i.e., alley, car, park, etc.); lives in a supervised temporary shelter; or is a homeless person exiting an institution (i.e., jail, hospital) after a temporary period (up to 90 days).

An important subgroup within this literal definition are "chronically homeless people," by which HUD means individuals and families who have been homeless for at least one year or four times in the last three years, and in which cases the individual or adult family head has a chronic mental disability or substance use disorder.

Also included in HUD's definition are "at risk" people in imminent danger of losing housing due to eviction or lack of funds; and unaccompanied youth (under 25) and families with children defined as homeless under other federal statutes who experience housing instability and have had long periods without permanent housing, which are likely to continue due to disability, health or childhood abuse.

In comparison, the Healthcare for the Homeless Program, administered by the US Health Resources and Services Administration (HRSA), while essentially incorporating the HUD definition, adds "doubling up" (also known as "couch surfing") to the meaning of homelessness. Doubled up people include individuals and families who "are unable to maintain their housing situation and are forced to stay with a series of friends and/or extended family members."

The US Department of Education (DEA), under the McKinney-Vento Homeless Assistance Improvement Act of 2001, also includes doubling up in its definition of homelessness: "children and youth who are sharing the housing of other people due to loss of housing, economic hardship, or a similar reason." Also covered are "children and youth who are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations."

Homeless Population

The Kern County Homeless Collaborative has conducted one-day, point-in-time (PIT) counts of the county's sheltered and unsheltered homeless population since January 2007, as required by HUD. Begun on a biennial basis, these counts have been done annually since January 2013. Since then, the number of unduplicated homeless people counted has decreased steadily in all but one year, with a 31% overall decrease between 2007 (1,537) and 2016 (1,067), or an average annual decrease of about 3.4%.
The January 2017 PIT Count (810 people) found a surprising 24% decrease in homelessness from the previous year, which was almost entirely attributable to a 47% drop in the number of unsheltered people counted. This is probably primarily due to a change in the count methodology required to meet HUD guidelines, specifying that the PIT Count must take place in a 12-hour period between dusk and dawn.

Previously, the Homeless Collaborative had counted sheltered people during evening hours and unsheltered people during daylight hours the following day. In 2017, the new strategy involved a concurrent overnight count of both sheltered and unsheltered homeless people. Locating and interviewing unsheltered people at night in an area as large and geographically disperse as Kern County presents numerous challenges. More important than the count itself is the information obtained from interviews that can be used to describe the homeless population.

The January 2017 count found that 82% of the homeless were single adults, 18% were in families with children, 14% were children (under 18), and 73% were male, 26% female. Thirty-one percent of those surveyed were chronically homeless. Of the total adults, 23% had been involved in the justice system while still juveniles, 38% had been arrested for substance abuse, 31% reported a chronic physical illness, 19% had been hospitalized for mental health reasons, and 7% had become homeless upon release from prison. Ninety percent of the homeless were counted within Metro Bakersfield. Seventy-four percent were local residents.

PIT counts are valuable in tracking changes in the homeless population over time, but do not show the full extent of homelessness. By their nature, they reflect higher proportions of people who have been homeless for lengthy periods, and undercount people who are temporarily or cyclically homeless. Additionally, HUD PIT counts focus on people in the street or shelters, but omit homeless people who are jailed or hospitalized during the count, as well as those vouchered in local motels or hotels. Obviously, the number of people who are homeless during a full year is much higher than those who are homeless at any given time. Some information about the numbers of homeless people residing in Kern County annually is available from the Homeless Management Information System (HMIS) database shared by 10 Homeless Collaborative members who input client service data from their shelter and housing programs.

According to the HUD Annual Performance Reports (APR) generated by HMIS, there were a total of 2,459 unduplicated homeless people who used emergency shelter and transitional housing between October 1, 2015 and September 30, 2016. Of these 2,459 people, 563 (23%) were family members, and 1,896 (77%) were single adults. Interestingly, this number is slightly higher than the 2,394 sheltered or transitionally housed people reported in AHAR for 2013-2014, in contrast to the drop in homeless numbers reported in the last PIT count.

The latest AHAR also reported that there were 1,223 formerly homeless people living in permanent supportive housing, split evenly between family members (611) and single adults (612). The AHAR does not report occupancy numbers for another 874 rapid re-housing and other permanent housing beds. Therefore, there were more like 2,000 formerly homeless people in permanent housing during the year; or about 4,500 total homeless and formerly homeless people served by Homeless Collaborative members.

The Kern County Department of Human Services (DHS) administers several CalWORKs (CW) homeless programs, one of which, the Temporary/Permanent Homeless Assistance Program, provided hotel or motel vouchers to 788 unduplicated families in 2016. At three members per family on average, this comes to about 2,365 homeless family members served by DHS, or four times the HMIS number. DHS numbers include people who would be considered “at risk” by HUD, but their data also reflects families who were temporarily homeless.

The Kern County Superintendent of Schools reports that there were a total of 6,633 homeless school children served countywide by school districts in 2016-2017. This number included: 5,738 children in “doubled up” situations; 255 children in hotels or motels; 603 children in shelters; and 37 children who were unsheltered. The numbers of families involved is not known.

III. HOMELESS PROGRAM COSTS

The past 25 to 30 years has seen the growth of an extensive network of non-profit and public programs whose purpose is to serve the homeless population. This network consists of more than 20 public and private non-profit agencies that offer, or administer funds to, a full continuum of housing programs and supportive services targeted to homeless people. Funding for these programs comes from a multiplicity of different government funds, augmented by private donations. An attempt was made to identify, compile and display the entirety of these grant allocations for the first time to provide a full picture of the financial costs involved in operating the local homeless services system.

The total combined budget for homeless services locally is conservatively estimated at almost $25 million in 2016-2017. Budget information from homeless service providers, city and county funders, government websites, and GuideStar's Nonprofit Profiles were compiled to arrive at this amount. Care was taken to avoid duplication of budget amounts. For example, grant matching dollars were not included because these are typically taken from other grants or private donations; and grant amounts allocated by government agencies were checked against those reported by recipient agencies.

Table 1, on the following page, shows these dollars organized according to federal, state and local government and private funding sources. Most of these funds are legally designated for eligible homeless activities, but some are funds from non-specific grant sources allocated in-house by agencies for their homeless clients. The amounts shown do not include in-kind or non-cash donations. Budget information was not obtained from numerous small community groups that offer food, clothing and other services to needy people countywide.

Most homeless programs are dependent on government funding sources, directly or indirectly. Of the $25 million, 76% ($18.9 million) originates from federal and state grants or block grant-type allocations. Some of these grants are received directly from the original funding source by local agencies, but most of the incoming federal funds are mediated and subcontracted through the city or county. Combined funding from various HUD programs alone accounts for about 38% ($9.3 million) of all homeless revenues. City and County general funds combined are about $2 million annually, and private charitable donations amount to at least $4 million.

Among the federal programs that fund homeless services are: the Department of Housing and Urban Development (HUD), the Veterans Affairs Administration (VA), the Federal Emergency Management Agency (FEMA), and the departments of Health and Human Services (HHS), Education (DOE), and Labor (DOL). State agencies include: the departments of Corrections and Rehabilitation (CDCR), Health Care Services (DCHS), Human Services (DHS), Housing and Community Development (HCD) and Rehabilitation (DOR), and the Governor's Office of Emergency Services (OES).

TABLE 1: ANNUAL REVENUES RECEIVED BY LOCAL HOMELESS PROGRAMS IN 2016

Funding Source	Description	Amount
Federal Grant Programs		
HUD Continuum of Care (CoC)	Annual grants for permanent supportive housing, transitional housing, supportive services and HMIS.	$4,790,096
HUD Housing Choice Vouchers (HCV)	Rental assistance administered by the Public Housing Authority.	$2,994,950
VA Grant & Per Diem (GPD)	Funds to establish and operate supportive housing and service centers for homeless veterans.	$813,942
VA Supportive Services Veteran Families (SSVF)	Funds services to very low-income veteran families living in or transitioning to permanent housing.	$934,743

Funding Source	Description	Amount
DHHS SAMHSA	Substance Abuse and Mental Health Administration funds for outreach, behavioral health and drug treatment for homeless people.	$410,296
DHHS Healthcare for the Homeless (HCH)	Funds a homeless primary care clinic, mobile health van and medical respite program locally.	$519,783
DOL HVRP	Homeless Veterans' Reintegration Program provides job training and placement to assist homeless vets reintegrate into the labor force.	$148,759
	Total Federal Grants	**$10,612,569**
Federal Allocations		
HUD Community Develop. Block Grant (CDBG)	Formula grants to Kern, Bakersfield and Delano for projects that benefit lower income people, amount allocated for local shelter improvements.	$468,321
HUD Emergency Solutions Grant (ESG)-Local	Formula grants to Bakersfield and Kern County allocated for outreach, emergency shelter, prevention and rapid re-housing.	$638,800
HUD ESG-State	Federal ESG funds passed via State to Kern County for outreach, shelter, prevention and rapid re-housing in rural areas.	$523,105
FEMA Emergency Food & Shelter Program (EFSP)	Federal Emergency Management Agency formula allocation, administered by United Way.	$641,202
DHHS Projects in Transition from Homelessness	PATH funds passed through State to County for behavioral health, substance abuse and supportive services for mentally ill homeless people.	$210,362
DOE Title VII-C Independent Living	DOE Rehabilitation Services Administration allocations to Independent Living Centers, amount used locally for disabled homeless people.	$36,315
DOE Title 1-AoHOmelessSet-Aside	Allocation to Kern County school districts, used to assist and cover school-related costs for homeless students.	$647,881
	Total Federal Allocations	**$3,165,986**
State Allocations		
CDCR AB 109 Public Safety Realignment Act	Community Corrections AB 109 funds allocated to Kern County, portion designated for hotel/motel vouchers for reentering mentally ill offenders.	$71,725
DOR AB 204 - Independent Living	Allocations to independent living centers, amount used locally for services to disabled homeless people.	$36,315
MediCal	MediCal health coverage, amount used by County for treatment of homeless people with mental disabilities.	$1,004,219
DHCS/HCD Mental Health Services Act (MHSA)	MHSA funds include DHCS Community Services and Supports funds for counties to provide integrated mental health services, and HCD MHSA funds for rental subsidies, for homeless with mental disabilities.	$1,129,078
DHS TANF/CalWORKS Homeless Assistance	Combined federal block grant and state funds allocated to Kern County, amount designated for three homeless services, including hotel/motel vouchers, rental assistance, deposits, utilities and supportive services.	$2,240,649
Cal OES/Domestic Violence Program	Funds for emergency shelter, counseling, victim advocacy, and supportive services for domestic violence victims and their children.	$682,651
	Total State Allocations	$5,164,637
County Funds		
Realignment- Behavioral Health	2011 Realignment Behavioral Health Subaccount sales tax funds allocated to County, portion designated for supportive housing services.	$198,720
First 5 Kern	KC Children and Families Commission tobacco tax funds, portion allocated to domestic violence shelters for childcare.	$663,692
	Total County Funds	**$862,412**

Funding Source	Description	Amount
City Funds		
Workforce Employment	Waste Management Department contract with local shelter to hire homeless people for recycling, highway cleanup, and animal care services, with combination of City, Caltrans, and Greenway funds.	$1,100,000
	Total City Funds	**$1,100,000**
Fundraising		
Charitable Contributions	Combined revenues from private donations and fundraising events, raised by seven homeless providers.	$3,822,762
United Way	United Way Campaign giving to local non-profits for hunger and homelessness.	$250,000
	Total Fundraising	**$4,072,762**
	GRAND TOTAL ALL DEDICATED HOMELESS FUNDING	**$24,978,366**

Seventy-two percent (about $18 million) of the $25 million available to agencies last year was devoted to sheltering and housing homeless people, as shown in Table 2, below. This includes: $11.1 million (44%) for permanent housing, rapid rehousing, and housing placement and support services; about $2.4 million (9.5%) for transitional housing; about $3.1 million (12.4%) for emergency shelter; and about $1-1/2 million (5.7%) for temporary lodging and prevention. The remaining funds (about $6.7 million, or 27%) are used for a variety of purposes, including medical care, behavioral health care, employment, legal assistance, education, childcare, meals and other basic necessities.

Charitable donations from local residents are used to fill gaps in the otherwise publicly funded homeless service system. Chief among these gaps is emergency shelter, which receives only minimal funding from a few public sources, such as the HUD ESG and FEMA EFSP programs. Private support of emergency and domestic violence shelters may account for 80% or more of their operating budgets, and is an ongoing need that must be met by the community.

TABLE 2. HOMELESS SHELTER AND HOUSING RESOURCES

Housing Resource	Housing Cost	Description
Permanent Housing	$8,227,076	Rent subsidized project-based and scattered site housing, rapid rehousing, and some leased housing, funded by HUD, VA and other sources.
Supportive Housing Services	$2,880,276	Case management and aftercare to help formerly homeless people keep housing.
Transitional Housing	$2,408,974	Combined operating and supportive services costs of 8 TH programs, plus capital costs towards new TH program.
Emergency Shelter	$3,120,687	Combined operating costs of 5 shelters, including staff and meals, exclusive of supportive services, plus capital costs towards new ES program in Delano.
Temporary Lodging	$919,892	Temporary lodging in hotels and motels.
Prevention	$534,242	Help with costs needed to access and maintain permanent housing, including security deposits, utility arrearages, and rental assistance, to prevent homelessness.
Total	**$18,091,147**	

A rough estimate of the average cost of providing designated services and housing to known homeless people is about $5,551 a year. This estimate was obtained by dividing the total budget amount of $24,978,366 by the number of homeless and formerly homeless people (4,500) sheltered or housed in 2016, as previously enumerated.

IV. HIDDEN COSTS OF HOMELESSNESS

Nationally, it is estimated that about 0.12% of the population are homeless on a given night, and that about 0.5% are homeless during the course of a year.[1] Although their numbers are relatively small in proportion to the general population, homeless people have a very visible presence in the community, particularly those who sleep outdoors or collect in public places during the day. A common point of contention in every American city is about the negative effects such concentrations of homeless people have on retail sales and commercial and residential property values. Other concerns center on the threats homeless encampments and makeshift shelters pose to the environment and public health.

Although the impact of homelessness on businesses and property values has yet to be studied, there is considerable research on the disproportionate reliance on public services by homeless people. Typically, this research has involved extensive analyses of service histories, by using integrated administrative databases to identify cases, service utilization patterns and costs.

The present analysis was more modest in nature, limited to contacting some, but not all, of the public services in Kern County that serve, but do not target services to, the homeless population. Its purpose was to determine if and to what extent key agencies experience any disproportionate service utilization and cost impacts, similar to those reported in the literature.

Nine agencies representing law enforcement, emergency medical care, and hospitals, were asked to identify the numbers of homeless people within their caseload, the frequency and/or length of services provided, and the costs associated with these services. All the agencies contacted were very cooperative, but were limited in the information they could provide because most do not formally identify or track homelessness, or keep cost centers for them, within their management software systems.

Law Enforcement

Four law enforcement agencies including the Bakersfield Police and Code Enforcement departments, the Kern County Sheriff's Office, and the Kern County Probation Department were all able to provide some useful information about their contacts with or activities involving the homeless population.

Bakersfield Code Enforcement

The Bakersfield Code Enforcement Department is responsible for enforcing local public safety laws regulating the upkeep of properties and removal of public nuisances. Since 2012, the Department has partnered with the Kern County Homeless Collaborative on a City project called DCE 645—Kern River Encampment Cleanup, which involves periodically removing and cleaning up dozens of illegal homeless camps along the Kern River Corridor in north Bakersfield. The Homeless Collaborative role is to help homeless people preserve their personal properties, including medications, and link them to supportive services or shelter, if requested, after which City Code Enforcement officers accompanied by police officers clean up and restore the properties.

Because this project is specific to the homeless population, the City is able to track dates, employee hours and payroll costs of the participating code enforcement officers. Between August 2014 and April 2017, 13 city staff accrued a total of 1,327 hours working on the riverbank clean ups. Combined salary and benefits during this 31-month period amounted to $94,229, which translates to about $36,476 per year, paid for from the City General Fund. Code Enforcement performs numerous other clean up and abatement activities related to homeless people sleeping outdoors, or squatting in vacant buildings and properties, but does not track or assign costs to these.

1,327 Hours
working on riverbank clean ups
August 2014 to April 2017

1 Homelessness in America, Homelessness Statistics, FAQs, National Alliance to End Homelessness, 2017.

Bakersfield Police Department

The Bakersfield Police Department does not track homeless data because "homelessness is not illegal." However, they were able to provide an estimate based on officer surveys, but cautioned that the numbers were almost certainly not precise. The focus of the analysis was on the BPD Street Impact Team, consisting of 2 sergeants and 11 officers who work with businesses to address crime prevention, and also partner with local community groups to conduct outreach with the homeless population.

Impact Team officers completed a survey in which they were asked to estimate the amount of time spent in an average day enforcing or investigating misdemeanor crimes that were a result of homelessness (i.e., trespass, illegal camping, panhandling, etc.), versus the time spent on other non-homeless related duties. Officers were also asked to estimate the number of misdemeanor arrests and citations made in an average week from crimes involving homelessness. More serious crimes such as assault, theft or drug sales were not included, because these are not necessarily related to homelessness.

The officers' responses to both questions were then averaged, and it was estimated that they spent about 72% of their time on enforcing or investigating crimes involving homelessness. This percentage was applied against their combined annual salaries and benefits to produce a yearly cost estimate of $1,499,889. Similar estimates were developed for the Department's 126 other patrol officers, indicating that non-Impact Team officers averaged about 2.5% of their workdays involved with homelessness, estimated to cost an additional $548,685 per year. Thus, the BPD estimates the annual cost of homelessness to the Department to be about $2,048,574. This amounts to about 2.3% of the total BPD budget, which is supported primarily by the City's General Fund.

$2,048,574
annual cost of homelessness to the Bakersfield Police Department

Regarding arrests, the BPD estimates that Impact Team members make an average of about 26 misdemeanor arrests and citations per officer per week (or 1,248 per year each) for crimes involving homelessness. Thus, the total number of these arrests and citations made by the Impact Team is estimated at about 13,700 annually. An unknown number of these arrests may involve people who are not strictly homeless, but co-mingle with the homeless population in parks and other public places.

Kern County Sheriff's Office

Like most public agencies, the Sheriff's Office does not routinely include a category for homelessness in its software database. However, in 2015, it conducted its own query about homeless people who were arrested and processed for misdemeanor and felony charges. This was done by searching the records for people who self-identified as "homeless" or "transient", or who gave the address of a homeless shelter. The query found that there were 2,459 distinct homeless individuals who had been arrested and booked on 4,596 occasions, or an average of 1.9 times per person. From this, it can be estimated that homeless people accounted for at least 13% of the total of 34,756 bookings that year.

Although the Sheriff did not track the number of these people who were subsequently incarcerated, the percentage is consistent with a San Francisco study that found that 11% of all county arrestees were homeless within the past 30 days[2], and other studies reporting rates as high as 15% for jail inmates who had been homeless during the previous year.[3]

The Kern County Sheriff does not report annual jail occupancy, instead tracking "average daily population," which was 2,189 a day in 2016. Assuming that 10% to 15% of the inmates had been homeless in the year preceding their incarceration, it can be estimated that there are from 219 to 328 homeless inmates in the county jail on any given day. Using the Sheriff's estimate of an average jail stay of 21.4 days at a cost of $95.47 per day, a rough estimate is that just the cost of incarcerating these 219 to 328 homeless inmates could be from $447,430 to $670,123.

2 "Who Gets Arrested in Sacramento? A Male Arrestee Profile," Institute for Social Research, California State University, Sacramento, 2003.
3 "Incarceration and Homelessness," Metraux S., Caterina R, Cho R, Presented at National Symposium on Homeless Research, Wash. D.C., 2008.

Kern County Probation

The Kern County Probation Department identifies probationers as homeless under their address field in its current database system, by indicating if they are homeless or transient, or residing in a homeless shelter. On this basis, the Probation Department estimated that there were about 470 homeless individuals on probation out of 9,302 active probationers, as of July 5, 2017. Thus, about 5% of adult probationers may be homeless at any given time. Probation does not calculate the average annual cost of supervising an adult probationer, so a cost estimate using their numbers was not possible. However, it's clear from these numbers that homeless people are disproportionately represented in the county probation system.

About 5% of adult probationers may be homeless at any given time

Emergency Medical Care and Hospitalization

Three healthcare agencies including Hall Ambulance, Kern Medical and Kern Health Systems provided information about the numbers of unduplicated homeless people served, their service utilization, and average costs for services.

Ambulance Transports

Hall Ambulance, a privately owned ambulance company that serves Metro Bakersfield and most of Kern County, provided information about the numbers of uninsured homeless patients transported annually, and the frequency distribution and costs of these trips. The company does not track homeless patients with insurance, only the ones without. Homelessness must be verified by two sources, documentation by an ambulance crew or a hospital, and/or confirmation by the patient or a family member.

As shown in Table 3, on the next page, Hall Ambulance transported a total of 156 uninsured homeless patients to hospitals on 243 occasions in 2016, averaging 1.56 times per patient. Hall absorbed a loss totaling $562,982 for the year, based on an average cost of $2,168.56 per trip. One-fifth of the 156 patients transported were multiple users, accounting for almost one-half of the transports and total annual cost. The frequency of transports taken by these multiple-users ranged from 2 to 14 trips. Six homeless patients used ambulance services seven or more times during the year, accounting for almost one-quarter of all non-reimbursed trips and total costs.

Hall Ambulance's losses for non-reimbursed homeless ambulance trips the previous year, in 2015, was $642,125, about $115,000 more than in 2016. As of March 2017, the company's projected loss was about $405,000, possibly due to an increase in the numbers of homeless people with MediCal.

TABLE 3. NON-REIMBURSED HOMELESS TRANSPORTS BY HALL AMBULANCE, 2016

# Patients	# Transports	# Transports/ Patient	Cost (@$2,168.65/Txp)	% Total Cost
127	127	1	$275,419	52%
14	28	2	$60,722	11%
5	15	3	$32,530	6%
3	12	4	$26,024	5%
1	5	5	$10,843	2%
1	7	7	$15,181	3%
2	16	8	$34,698	7%
1	9	9	$19,518	4%
1	10	10	$21,686	4%
1	14	14	$30,361	6%
156	**243**	**1.56**	**$526,982**	**100%**

Emergency Room and Hospital Visits

Two health care agencies provided information about the use of medical services and costs incurred by homeless people. Kern Medical is a non-profit, public hospital authority, previously owned and operated by the County. Kern Health Systems is a managed health care agency that includes three-quarters of local MediCal recipients in its managed care membership, and handles claims for all but one Kern County hospital. Although neither agency currently flags homeless consumers among its clientele, they were both able to conduct informal searches for consumers who "self-identified" as homeless, or who had no address or gave the address of a homeless shelter as their home.

Kern Medical. Kern Medical provided information about the numbers and frequency of emergency room visits and in-patient hospitalizations and the charges for these services, for calendar year 2016, but cautioned that the actual volume of services may be higher than can be detected by their existing software. As reported in Table 4, below, at least 151 unduplicated homeless people were hospitalized on 176 occasions, for an average of 1.2 times each. These patients were hospitalized for a combined total of 1,161 in-patient days, which, at an average of $3,298 per day, amounted to about $3.8 million.

TABLE 4. HOMELESS EMERGENCY ROOM AND HOSPITAL USE AT KMC, 2016

Type Service	Patients	Encounters	Patient Days	Total Costs	Ave. Cost per Encounter
Hospital	151	176	1,161	$3,829,007	$21,755
Emergency Room	969	1,381	n/a	$930,793	$674
			Total	**$4,759,800**	

Note: 1) Encounters refer to unique inpatient stays or emergency room visits. 2) Per KMC, the average cost per day for a hospital bed is estimated to $3,298/day; ER visits average $674 per visit.

KM also treated 969 unduplicated homeless people in its emergency room a combined total of 1,381 times, or 1.4 visits per patient. Given an average charge of $674 per visit, the total annual ER cost was estimated at about $931,000. Combined costs for ER and hospitalization were estimated to be about $4.8 million. Most, if not all, of the homeless patients had MediCal coverage, so it is assumed that most of these charges were reimbursed.

Kern Health Systems. Kern Health Systems identified 1,321 homeless people among its total membership of 248,471 MediCal recipients, as shown in Table 5, below. KHS then compared provider claims for MediCal reimbursement for homeless members against those of the entire membership during a 16-month period, for Prescriptions (RX), Emergency Room (ER), and Claims w/o ER, a category covering hospital and outpatient claims (exclusive of emergency room services).

Although only 62% of homeless members used RX services, compared to 74% of the total membership, they incurred significantly greater costs on average than other members. The same was true for Claims w/o ER, where the average cost incurred by homeless patients was more than five times that of the general membership.

Forty-one percent of homeless members were treated at a hospital ER at least once during the 16-month period, versus 24% of the general membership, and their average ER claims were 58% higher ($1,078 versus $623) than other members. These homeless members used ER services 6.7 visits per person on average, versus 3.9 visits each for the general membership.

TABLE 5. COMPARISON OF SERVICE USE AND MEDI-CAL CLAIMS OF HOMELESS MEMBERS TO TOTAL MEDI-CAL MEMBERSHIP SERVED BY KERN HEALTH SYSTEMS (16-MONTH PERIOD)

	Total Membership 248,471		Homeless Members 1,321	
Type Medical Service	**# Members Utilizing Service**	**Average Cost (Approx.)**	**# Members Utilizing Service**	**Average Cost (Approx.)**
Prescriptions (RX)	185,413 (74%)*	$721.64	823 (62%)**	$1,193.82
Claims w/o ER	222,239 (89%)*	$2,295.61	958 (73%)**	$11,020.90
Emergency Room (ER)	60,219 (24%)*	$623.19	635 (41%)**	$1,078.11
Cost Per Claim	$160.28		$160.69	
Ave. Visits	3.89		6.71	

** Percent total members ** Percent homeless members*

Earlier studies of the impact of homelessness on healthcare costs were done before Medicaid Expansion in 2014. Since then, many, if not most, homeless Californians have been able to obtain MediCal or other insurance through Covered California. Prior to this, when Kern Medical was still a county department, the County bore most of the cost for emergency and hospital treatment of uninsured, indigent people. Now, with MediCal coverage, homeless people have access to a range of hospitals and health care previously unavailable to them, and attention has turned to the sub-group of MediCal beneficiaries who misuse or disproportionately use emergency rooms and hospitals.

In January 2017, Kern Medical was awarded a state Health Care Services Whole Person Care (WHC) Pilot grant, to be the lead entity to plan, implement and coordinate a comprehensive care management system in Kern County, targeting MediCal beneficiaries with complex medical problems and frequent use of multiple health systems. The project aims to coordinate physical health, behavioral health, and social services in a patient-centered manner, improving the health and well-being of beneficiaries through a more efficient and effective use of resources. Among the patient groups that are the focus of the program are people released from institutions or incarceration, have mental illness or a substance use disorder, or are currently homeless or at risk of homelessness. Necessarily, the project will also involve sharing the same data resources with multiple applications or users in identifying and tracking services to the target populations.

Behavioral Health Care

Acute Care Inpatient Psychiatric Hospitalizations

The Kern Medical Psychiatry Department provides acute care, short-term psychiatric inpatient services to all of Kern County. By tracking housing status, Kern Medical was able to identify 56 unique homeless patients who were admitted to Ward 3B, the hospital's inpatient psychiatric unit, in calendar year 2016, for a total of 562 days, as shown in Table 6, below. These homeless patients accounted for about 8.2% of all admissions to 3B that year, and incurred a total cost of almost $1 million for their combined stays.

TABLE 6. HOMELESS PATIENTS ADMITTED TO KMC INPATIENT PSYCHIATRIC UNIT, 2016

Status	Patients	Admissions	Total Patient Days	Ave. Cost/ Day	Cost	% Costs
Non-Homeless	629	742	6,990	$1,670.7	$11,678,123	92.4%
Homeless	56	64	562	$1,696.6	$953,461	7.6%
Total	**685**	**806**	**7,552**	**$1,672.6**	**$12,631,584**	**100%**

Crisis Intervention Services

Kern County Behavioral Health and Recovery Services (BHRS), formerly known as the Kern County Mental Health Department, includes a field for homelessness in its Cerner/Anasazi management database system. In 2016, more than 20% of the 3,467 unique adult clients who received crisis-counseling services at its 24-hour Psychiatric Evaluation Center/Crisis Stabilization Unit (PEC/CSU) were homeless, as shown in Table 7, below. At an average annual cost of $1,479 per client, this amounted to a total of $1,029,511 for homeless clients for the year. Funding for these services consists of a combination of MediCal reimbursement and Kern County Behavioral Health Services Realignment sales tax dollars. Although the frequency of usage of crisis services was not provided, it is clear from the data that homeless adults were disproportionately represented among this clientele.

TABLE 7. HOMELESS CLIENTS RECEIVING CRISIS INTERVENTION, 2016

Status	Clients	% Clients	Average Cost	Total Cost
Non-Homeless	2,771	79.9%	$1,479	$4,098,815
Homeless	696	20.1%	$1,479	$1,029,511
Total	**3,467**	**100%**	**($1,479)**	**$5,128,326**

Correctional Mental Health

The BHRS Correctional Mental Health Program, also known as the Jail Team, provides case management, therapy, linkage and other rehabilitation services to help jail inmates with mental health and/or substance abuse problems reintegrate into the community. Of 4,259 inmates served by the Jail Team in 2016, 12.4% (or 529 inmates) were homeless prior to incarceration, as shown in Table 8, on the next page. At an average annual cost of $983 per client, the total cost to BHRS to serve these homeless inmates was $520,092. The cost to the Sheriff's Office to jail these same inmates, calculated at $95.47 per day for an average stay of 21.4 days each, is estimated at $1,080,778. Funding for the Correctional Mental Health Team consists entirely of County AB 109 Public Safety Realignment Act dollars.

TABLE 8. HOMELESS INMATES RECEIVING CORRECTIONAL MENTAL HEALTH SERVICES, 2016

Status	Clients	% Clients	Average Cost	Total Cost
Non-Homeless	3,730	87.6%	$983	$3,667,191
Homeless	529	12.4%	$983	$520,092
Total	**4,259**	**100%**	**($983)**	**$4,187,283**

V. HOUSING FIRST IN KERN COUNTY

When the Kern County Homeless Collaborative came together in 1998, housing opportunities for homeless people were largely limited to emergency shelter and transitional housing. There was only one HUD McKinney funded permanent supportive housing program; otherwise, homeless people had to compete with other low-income people for a limited number of Section 8 rental apartment subsidies, rent "welfare" hotel rooms on a weekly or monthly basis, or continue sleeping in shelters or outdoors.

Projects funded through the HUD Continuum of Care application process at the time consisted primarily of transitional housing and supportive service programs to prepare homeless people for permanent housing, under a strategy known as "Housing Readiness." In the early 2000s, when it became apparent that federal funding had not resulted in decreased homelessness, HUD shifted its emphasis to require that at least 60% of CoC funds be used for housing.

Since then, HUD has promoted an evidence-based "Housing First" approach, and redirected grant funding almost entirely to the creation of new housing opportunities, with supportive services focused on helping people access and succeed in housing. Two programs that HUD funds that incorporate a Housing First approach are permanent supportive housing (PSH), targeted to homeless people with disabilities who require long-term support, and; rapid re-housing (RRH), which provides short-term support for homeless people while they increase their self-sufficiency.

> Basic tenets of the Housing First approach are: 1) that stable housing is a platform from which people can rebuild their lives; and, 2) that homeless people should be housed without delay, regardless of problems they may present, rather than be forced to undergo a graduated service process leading to housing. Homeless people should be treated like any other renter, and be empowered by allowing them to choose their housing and services.

The Homeless Collaborative officially adopted the Housing First approach in 2008.[4] In 2014, it also began to implement a coordinated entry and assessment system in which multiple agencies act as "access" points for homeless people seeking help anywhere in Kern County. No one is turned away because of lack of income, mental illness, substance abuse or criminal history, conditions that were once barriers to accessing services and housing.

A shared referral tool is used to quickly link people to the appropriate housing and service programs, where they undergo a comprehensive standardized assessment and eligibility determination. Street outreach workers complement this system by locating and offering help to the most isolated homeless people, many of who avoid traditional services.

As a component of the entry process, the Homeless Collaborative has also adopted HUD recommended housing priority standards to ensure that chronically homeless individuals and families with the severest service needs receive priority consideration for permanent supportive housing.[5] This involves use of an interactive software program to prioritize housing placement, based on answers to a standardized assessment tool. The housing prioritization list is updated on a weekly basis, and weekly case conferences are also held to discuss housing vacancies and placements.

The coordinated entry and assessment system complements the Housing First approach by removing service barriers, ensuring uniform and fair treatment, facilitating linkages to housing and services, and prioritizing available housing according to HUD preferred procedures.

4 Home First! Kern County's 10-Year Plan to End Chronic Homelessness, May 2008.
5 HUD CPD-14-012: Prioritizing People Experiencing Homelessness in Permanent Supportive Housing and Recordkeeping Requirements for Documenting Chronic Homeless Status, July 2014.

Homeless Housing Inventory

Since 2006, there has been a complete reversal in the composition of the county's homeless bed inventory, as seen in Table 9, below. Whereas, in 2006, permanent housing accounted for only 22% of all beds, by 2016 it had grown to 74%. This 655% increase in permanent housing (from 257 to 1,941 beds) was accompanied by a 44% decrease in transitional housing resources (from 405 to 225 beds). Emergency shelter beds have remained at about the same level since 2011, after decreasing by 14% from 2006. These should increase again soon with the opening of a new domestic violence shelter in Delano, and a planned women and children's shelter in Bakersfield.

TABLE 9. HOMELESS BED INVENTORIES IN KERN COUNTY BETWEEN 2006 AND 2016

	2006			2011			2016		
	Family Beds	Adult Only	Total Beds	Family Beds	Adult Only	Total Beds	Family Beds	Adult Only	Total Beds
Emergency Shelter	227	302	529	226	230	456	169	288	457
Transitional Housing	84	321	405	24	236	260	48	177	225
Subtotal	**311**	**623**	**934**	**250**	**466**	**716**	**217**	**465**	**682**
Rapid Re-Housing	--	--	--	139	62	201	122	42	164
Perm. Sup. Housing	76	181	257	368	298	666	418	649	1,067
Other PH	--	--	--	--	--	--	580	130	710
Subtotal	**76**	**181**	**257**	**507**	**360**	**867**	**1,120**	**821**	**1,941**
TOTAL	**387**	**804**	**1,191**	**757**	**826**	**1,583**	**1,337**	**1,286**	**2,623**

Source: HUD COC Programs Housing Inventory Chart Reports.

New housing resources added to the inventory, in addition to permanent supportive housing, included HUD funding of rapid rehousing in 2010 and housing choice vouchers in 2014, as well as increased funds targeted to veterans. In 2011, the Homeless Collaborative also made a commitment to prioritize at least 30% of its annual CoC allocation for new permanent housing beds for chronically homeless people. By 2016, it had increased the number of chronically homeless beds by 245% (from 161 to 557 beds), and chronically homeless beds now account for 52% of all permanent supportive housing.

Comparison of Housing Costs

The types of housing frequently used by homeless and formerly homeless people in Kern County and their average annual and daily bed costs were compared, as shown in Table 10, below. Beds were used for common comparison across the range of housing types, rather than housing units or bedrooms. Bed costs of other types of living arrangements (i.e., hospitals, jails, residential care) that homeless people often experience were also included.

HUD considers permanent housing (PH) as community-based, rent-subsidized housing without a designated length of stay, in which formerly homeless individuals and families live independently. Permanent supportive housing (PSH) is permanent housing targeted to homeless people with disabilities, paired with supportive services to help them achieve housing stability. Rapid Re-Housing (RRH) consists of housing search and move-in services and short- to medium-term rental assistance, and some aftercare services, to move homeless people as rapidly as possible into permanent housing.

Transitional housing (TH) is temporary housing (from 3 to 24 months) with intensive supportive services designed to prepare homeless people for eventual placement in permanent housing. Emergency shelters (ES) provide overnight sleeping accommodations in congregate or family quarters. They offer personal safety and protection from the weather, while also reducing the environmental impact of homelessness on the community. Local shelters also offer meals and other basic necessities.

TABLE 10. BED COST COMPARISONS FOR DIFFERENT HOMELESS HOUSING TYPES

Housing Type	Range of Annual Bed Costs	Ave. Annual Bed Cost	Ave. Cost Day
Permanent Housing Types			
Perm. Supportive Housing	$7,100 - $9,418	$7,530	$21
Rapid Re-Housing	$4,974 - $6,101	$5,534	$15
Housing Choice Vouchers (w/o supportive services)	--	$2,959	$9
Transitional Housing	$7,895 - $16,303	$10,857	$30
Emergency Shelter	$4,444 - $8,605	$6,246	$17
Bridge Housing			
Motel/Hotel Voucher*	--	--	$36
Respite Healthcare**	--	$36,500	$100
Residential Care	--		
Room-and-Board	--	$8,400	$23
Licensed Board-and-Care	--	$13,032	$36
KMC Psych. Inpatient Bed		--	$1,697
KMC Hospital Bed	--	--	$3,298
Kern County Jail	--	$34,675	$95
State Prison	--	$70,812	$194

**Weekly rate. **10 to 14 day program.*

Bridge housing refers to short stays (1 to 14 days) in hotel or motels rooms paid for by agencies for homeless families temporarily awaiting permanent housing. Another type of bridge housing offered locally is respite care, also referred to as rest and recovery, for homeless adults who are too infirm to manage on the streets or in a shelter, but not sick enough for hospitalization.

The per bed costs for permanent supportive housing, rapid re-housing, and transitional housing shown in Table 10 were calculated by averaging budget costs for a number of local programs, and include both the actual housing rental subsidy or operating costs plus the costs of supportive services, divided by the number of beds in these programs. Emergency shelter bed costs were calculated by averaging the operating costs for two large shelters, including staffing and meals, exclusive of any supportive services offered at the sites. The average bed costs for other types of residences and institutions were obtained directly from the agencies in question, or by researching industry standards.

The costs per bed for various types of permanent supportive housing, especially rapid re-housing and permanent housing without services, are less than or comparable to emergency shelter bed costs, and considerably less than for transitional housing.

According to the 2014-15 AHAR, the average number of homeless people served in a year by one emergency shelter bed was 6.2 people, meaning that the average cost per person sheltered (not bed) was only about $3.00 per day. Respite health care beds, although comparatively expensive ($100/day), involve short-term stays and have the potential to save hospitals thousands of dollars a day by avoiding overstays.

Because of the high costs involved, lengthy stays, and fewer people served, HUD has recommended that transitional housing be limited to special populations such as domestic violence victims and youth, and that most of the funds once spent on these programs be reallocated for permanent housing. HUD has also stressed the importance of shortening stays in both emergency shelter and transitional housing, by moving homeless individuals and families into permanent supportive housing or rapid rehousing as quickly as possible.

Two major factors affect the rate and extent to which homeless people can be housed, however. Federal housing funds are limited, and may decrease in the near future. The Housing First approach depends on the availability of housing subsidies. There is also a shortage of affordable housing in Kern County and other areas, making it difficult to place people quickly even when funds are available. Consequently, emergency shelter will continue to be a mainstay of the homeless support network for the foreseeable future.

VI. HOUSING FIRST SURVEY

Ordinarily, studies of the benefits of the Housing First approach to addressing homelessness are done longitudinally, by following subjects for a year or more after they have been housed. Any changes in the type, frequency and costs of services can be compared over time to baseline data taken before they were housed. This was not possible for purposes of this project due to time constraints; therefore, alternative means were explored, including the possibility of extrapolating from outside studies to estimate potential cost savings to Kern County.

The alternative selected was to examine a group of formerly homeless people already placed in permanent supportive housing using the Single Prioritized Permanent Supportive Housing Waiting List adopted by the Homeless Collaborative in 2014. Homeless individuals and families are placed on this list and prioritized by the HOME LINK (Performance Management Communication Platform) database, which incorporates vulnerability scores, length of time homeless, severity of service needs and other factors derived from the individual or family versions of the VI-SPDAT (Vulnerability Index—Service Prioritization Decision Assistance Tool).

The VI-SPDAT and VI-F-SPDAT include specific questions about the interviewee's history of housing and homelessness; interactions with health and emergency services in the previous six month; socialization and daily functions; medical and behavioral conditions; demographic and background information; and family situation. If questions having to do with service utilization and law enforcement involvement are asked again at a later date for a subsequent six-month period, the responses can be quantified and compared to determine what, if any, changes have occurred. After three years, there were an adequate number of formerly homeless people placed in housing from the prioritized waiting list for a follow-up survey covering the first six months of their housing.

The survey intentionally focused on formerly homeless people who were frequent users of emergency services and hospitals, and/or had frequent contact with the justice system, as reported on their SPDAT interviews. The assumption was that if the Housing First approach is effective with the most problematic homeless people, this should be readily apparent after they had been placed in permanent supportive housing for a period of six months or more.

Survey Implementation

The SPDAT was revised and shortened to two pages, to include follow up on selected questions about interactions with health and emergency services, including ER visits, ambulance transports, hospitalizations, contact with law enforcement and arrests, incarceration, insurance coverage, and income. Questions were rewritten to remind people of their original answers while homeless, then they were asked the same questions for the six-month period after they were housed. Additional questions were asked about some of their original answers, where clarification or more details were needed about certain interactions, such as numbers of arrests, type and length of hospitalization, and number of days incarcerated in jail or state prison. An additional question was added asking people to check whether or not a list of problems had improved after they had obtained housing.

A similar revision was done for the family version of the SPDAT (VI-F-SPDAT), which differs somewhat from the SPDAT used for single adults. The family version asks questions about children living with or separated from the interviewee. It also frames most questions in terms of the entire family, not just the interviewee. The follow up surveys for families, including families with children and families with adults only, were revised accordingly to reference the entire family.

The survey was voluntary and required written consent. Orientations were held to explain the interview process to three separate agencies that agreed to conduct the interviews with formerly homeless people living in permanent supportive housing who were their clients. Restaurant gift coupons were provided to the agencies as an incentive for their clients to participate. The interviews were conducted in person by agency case managers trained in the use of the SPDAT.

Survey Group

Thirty-five formerly homeless people were selected from the housing prioritization list as potential survey subjects, all of who had been housed for at least six months. Selection was done based on frequent use of multiple high cost services, as reported in their original VI SPDAT interviews. Of these 35 people, three had lost their housing and one could not be located. The remaining 31 people all agreed to be interviewed.

The interviewees included 19 males, 11 females and one transgendered person, ranging in age from 20 to 66 years, with an average age of 42 years. Twenty-three people were single adults. Eight people were heads of families, including five mothers in families with children, and three people in adult only families. Together, these family households contained a combined total of six additional adults and four children, brining the total number of formerly homeless people covered by the SPDAT interviews to 41 people.

Racially, the group consisted of 22 White, 9 Black, and one American Indian people. Of the 22 White people, 10 were of Hispanic ethnicity. Two people were military veterans; six were youth under 25. Eight had lived in foster homes. The five mothers interviewed were younger on average (24 years) than the entire group; otherwise their demographics and circumstances were similar.

At the time of the original interview, all but three of the households were chronically homeless. Vulnerability index (VI) scores ranged from 11 to 18, with an average of 14.1, out of 19 possible points. Length of time homeless ranged from three months to 20 years, with an average of 56 months and median of 36 months homeless. Twenty-three households were repeatedly homeless, having lost housing at least once in three years. Twenty-six households usually slept outdoors or in a vehicle; only five used a shelter. The 26 unsheltered households were all initially contacted and interviewed by street outreach workers.

Thirty households reported one or more serious medical problems, 29 had histories of mental illness and/or substance abuse, and five had a member with a permanent physical disability. Thirty households had visited the ER one or more times in six months, 25 had used an ambulance, and five had been hospitalized. Three households lacked health insurance, the others had MediCal or state health insurance. Thirty people had one or more interactions with the police in the previous six months, 12 had been incarcerated in jail or prison. Fourteen reported legal issues that might result in incarceration or fines. Thirty people reported that they had been physically attacked since becoming homeless.

When re-interviewed in June 2017, the 31 households had lived in permanent supportive housing for from six to 18 months, averaging 13 months each. After being placed on the housing prioritization list, while still homeless, they had to wait from one week to up to 30 months for their housing placement, at an average of nine months wait each. While waiting for housing, most people preferred to remain unsheltered; only seven slept in shelters; and three who had shorter waits were vouchered in hotels or motels.

Survey Results

Thirty-one formerly homeless people who had lived in permanent supportive housing for at least six months were interviewed in June 2017, to determine if their use of emergency medical services, hospitalization and criminal justice system involvement had changed since they were homeless and first assessed for housing placement.

Table 11, on the next page, compares service utilization and costs for the six-month period prior to their assessment with the first six months after being housed, as reported by the interviewees. Costs were estimated using cost averages obtained from service providers and law enforcement. Where costs were not available, service utilization was compared numerically.

Utilization and costs of most services declined dramatically during the first six months that people resided in permanent housing. Most pronounced was a decline in county jail and prison time from 671 to 10 days, for a 99% reduction in costs between the two six month periods. Medical hospitalization costs declined by 88%, ambulance transports by 65%, ER visits by 49%, psychiatric hospitalizations by 10%.

Combined decreases in these five areas amounted to a total of $731,534 for 31 households (containing 37 adults and 4 children) in a six-month period. When six months of housing costs, including shelter costs while homeless and permanent supportive housing costs, are factored in, the net decrease is $580,514. This amounts to $14,159 per person for six months, or translates to about $28,318 per person annually in savings to public services.

Interactions with police also decreased dramatically by 91%, from 260 down to 24 interactions, between the two six-month periods, and arrests also dropped by 50%, although cost savings could not be calculated in either case. Other findings not shown in the table are that 18 of 31 people who originally reported having no regular income or insufficient income on a monthly basis had increased their income after being housed; and that the four people who had no insurance when first interviewed obtained MediCal once they were housed.

TABLE 11. SERVICE UTILIZATION AND COSTS, PRE- AND POST-HOUSING

	Pre-Housing			Post-Housing				
Service	# Households	# Times or Days	Total Cost	# Households	# Times or Days	Total Cost	Cost Change	% Chg
Ambulance Transports	26	92	$199,548	10	32	$69,408	-$130,140	-65%
ER Visits	29	182	$122,668	26	92	$62,008	-$60,660	-49%
Hospitalizations – Medical	15	158	$521,084	5	19	$62,662	-$458,422	-88%
Hospitalizations – Psych.	3	10	$16,970	2	9	$15,273	-$1,697	-10%
County Jail	11	491	$46,645	5	10	$950	-$45,695	-98%
State Prison	1	180	$34,920	1	0	00	-$34,920	-100%
Housing (ES/PSH)	5 (11 beds)	1,980	$33,660	31 (38 beds)	6,840	$184,680	+$151,020	+82%
Totals	--	--	**$975,495**	--	--	**$394,981**	**-$580,514**	**-60%**
Interactions w/Police	30	260	Unknown	7	24	Unknown	Not Known	-91%
Arrests	5	6	Unknown	3	3	Unknown	Not Known	-50%

Responses to a series of questions about whether certain problems had gotten better since participants had obtained housing were quite positive. Most people checked that their physical health (87%), problems with the law (94%), personal safety (94%) and family relations (80%) had improved. Seventy-five percent of those who had history of substance abuse and 71% of those with a history of mental health treatment indicated that these problems had also improved. All five mothers in households with children reported that their relations with their family members and children had improved, including three mothers who were reunited with some or all of their children once they obtained housing.

VII. CONCLUSIONS

1. **Survey.** The survey of formerly homeless people, most of whom had been chronically homeless, clearly demonstrates that affordable housing, coupled with supportive services, can significantly decrease dependence on costly emergency medical services and involvement with the criminal justice system. Simply put, it is more cost effective to house homeless people than to leave them on the streets or in shelters.

2. **Housing First.** The Housing First approach advocates for people to be housed as quickly as possible, but ultimately this depends on the availability of new housing funds. Most of the people surveyed had to wait months for a housing placement; most also preferred to remain unsheltered during this time. The major factors in ending homelessness for these people may have been the offer of permanent housing without pre-conditions, and the assistance provided by their case managers in helping them to overcome barriers and access housing. Street outreach was also a critical factor in enlisting the most vulnerable, long-term homeless people.

3. **Tracking Homelessness.** Because they do not formally track homelessness in their management database systems, the public agencies participating in this study were unable to provide complete information showing service utilization and costs for this population. Despite this, the informal searches and expert estimates done were adequate to show that these agencies are significantly impacted by homelessness. If some or all of these agencies were to include a field for homelessness in their databases, the county would have a much more comprehensive picture of the full extent of the problem. This information would be very useful to planners and decision makers. It would also promote further collaboration between agencies, and provide another means to determine the effectiveness of efforts to reduce or end homelessness.

4. **Homeless Population.** The homeless population has a very visible and seemingly growing public presence in Kern County, especially in Bakersfield[6]. Yet, except for the annual PIT count, there is no definitive information as to the total numbers of homeless people present annually. Reports by various public agencies covered in Sections II and III suggest that the homeless population might be significantly higher than reported by the PIT Count or HMIS. Between them, the Homeless Collaborative and County Human Services Department serve most of the homeless families who seek help from public or private agencies. If they were able to share unduplicated client data, this would provide a more accurate count of homeless families, including those who are temporarily or cyclically homeless.

Simply put,

it is more cost effective to house homeless people than to leave them on the streets or in shelters.

6 "Helping Bakersfield's Homeless," 23 ABC News, July 21, 2017.

Kern County Homeless Collaborative

Jessica Janssen
Homelessness Projects Manager

661.834.1580 | Jessica.J@UWKern.org

5405 Stockdale Highway 200
Bakersfield CA 93309

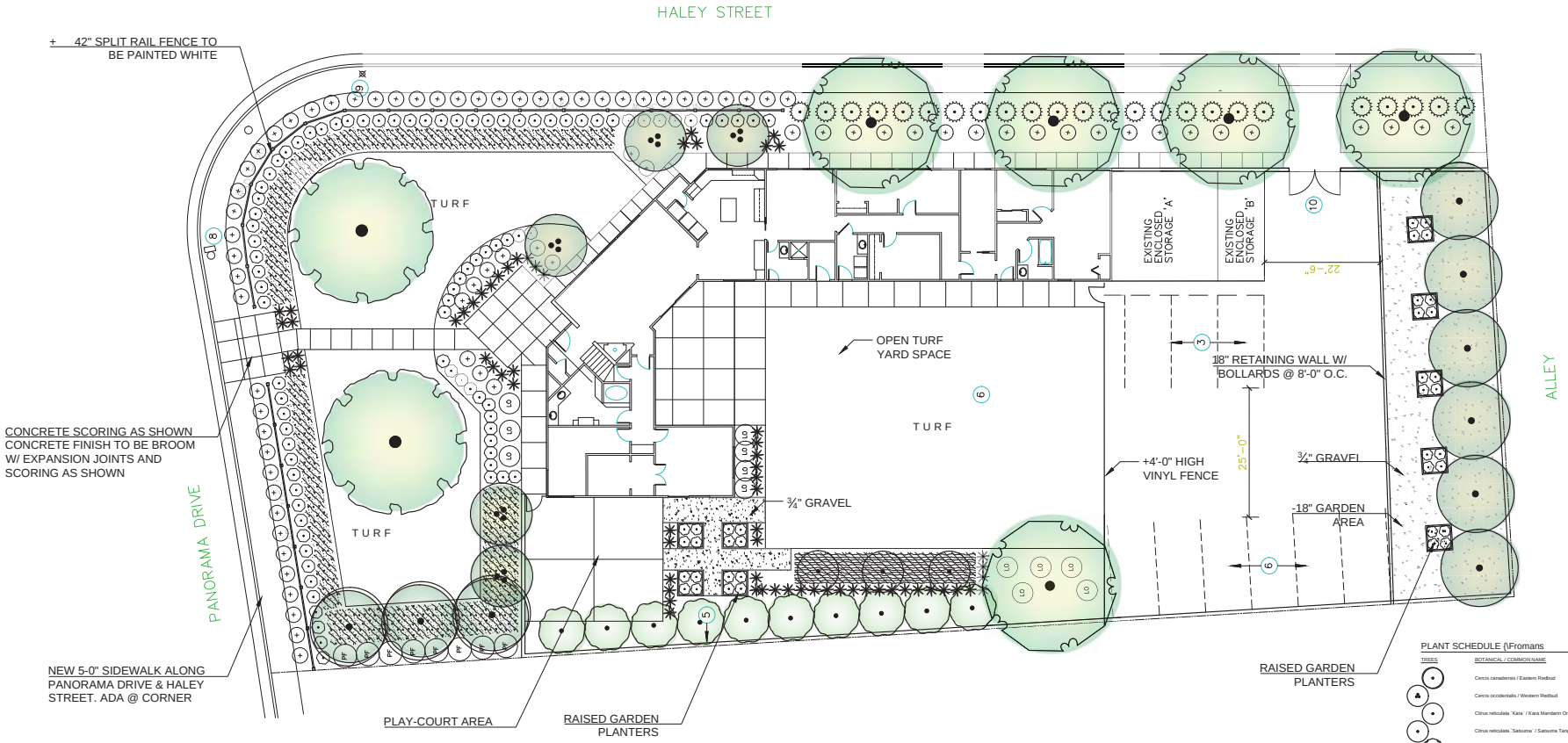
www.EndKernHomeless.org

KernCountyHomelessCollaborative

United Way

United Way of Kern County

Attachment J:
Landscape Plan



PLANT SCHEDULE (\Fromans

TREES	BOTANICAL / COMMON NAME	CONT	WUCOL		QTY
	Cercis canadensis / Eastern Redbud	15 gal			3
	Cercis occidentalis / Western Redbud	15 gal			5
	Citrus reticulata 'Kara' / Kara Mandarin Orange	15 gal			6
	Citrus reticulata 'Satsuma' / Satsuma Tangerine	15 gal			3
	Platanus x acerifolia 'Bloodgood' / London Plane Tree	15 gal			5
	Prunus caroliniana 'Compacta' / Carolina Cherry std.	15 gal			10
	Quercus agrifolia / Coast Live Oak	15 gal	LOW		2
SHRUBS	BOTANICAL / COMMON NAME	SIZE	WUCOL		QTY
	Dianella tasmanica / Flax Lily	5 gal			67
	Ligustrum texanum 'Compacta' / Texas Privet	5 gal			88
	Loropetalum chinense 'Ruby' / Ruby Loropetalum	5 gal			12
	Muhlenbergia capillaris 'Regal Mist' TM / Regal Mist Pink Muhly Grass	5 gal			24
	Photinia x fraseri / Red Tip Photinia	5 gal			8
	Rosa floribunda 'Iceberg' / Iceberg Rose	5 gal			79
GROUND COVERS	BOTANICAL / COMMON NAME	CONT	WUCOLS	SPACING	QTY
	Lantana montevidensis / Trailing Lantana	1 gal		18" o.c.	210 sf
	Myoporum parvifolium / Trailing Myoporum	1 gal		48" o.c.	946 sf

NORTH

SCALE
1" = 10'-0"

10' 0' 10' 20'

DESIGN STUDIOS
LANDSCAPE DEVELOPMENT, LLC

DATE: 9/28/2020

CASA ESPERANZA

Conceptual Landscape Plan

BAKERSFIELD
THE SOUND OF *Something Better*

MEMORANDUM

DATE: November 5, 2020

TO: Chair Koman and Members of the Planning Commission

FROM: Paul Johnson, Planning Director PJ

SUBJECT: **Agenda Item 6.b (Conditional Use Permit No. 20-0179)**

Subsequent to distribution of the staff report for today's meeting, additional correspondence was received for Conditional Use Permit No. 20-0179 to allow a roominghouse at 1421 Panorama Drive.

At this time, there are no changes to staff's recommendation.

Attachments:

Public Comment Letters

Opposition

Kassandra Gale

From: Kristen Urquidez <kurquidez@gmail.com>
Sent: Tuesday, November 3, 2020 12:30 PM
To: Kassandra Gale
Subject: Zoning Maps for Casa Esperanza Model in LA
Attachments: Alexandria House Zoning.pdf

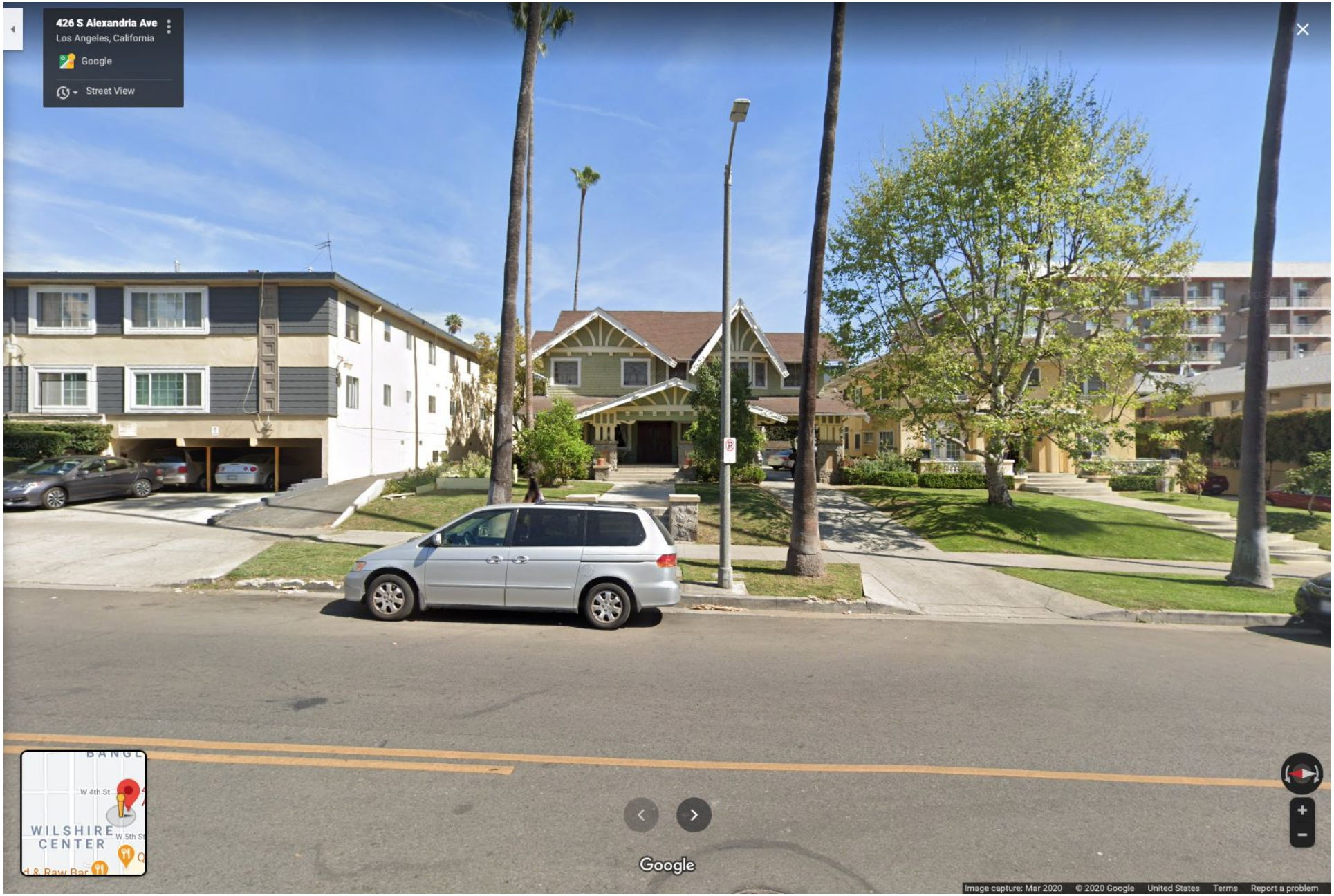
Warning: This email originated from outside the City of Bakersfield. Think before you click!

Hi Kassandra,
Can you please add these street view pictures and zoning map for the Alexandria House that is being used as the model for Casa Esperanza to the materials available for the Planning Commissioners to view before or during the hearing?

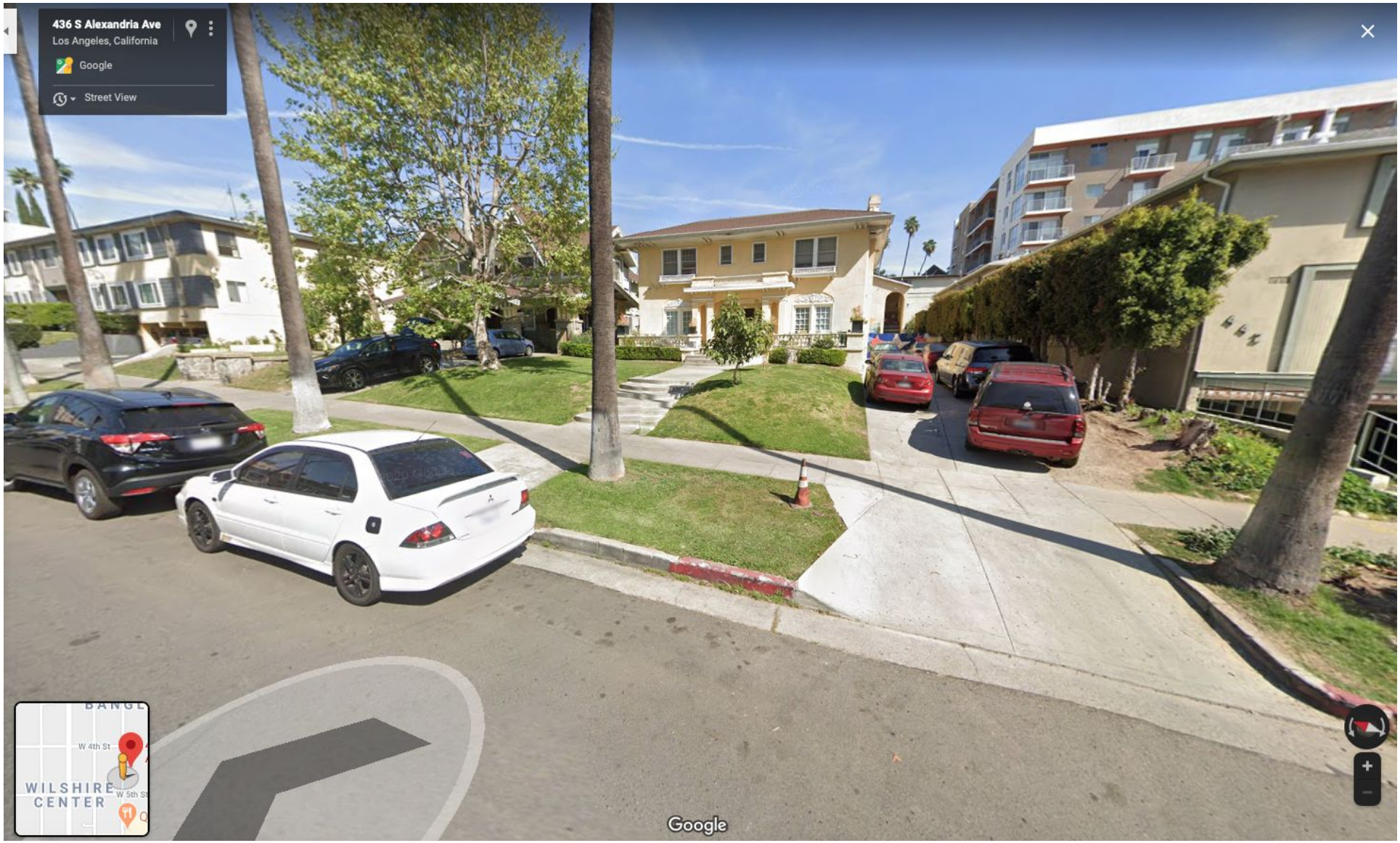
Thank you.

Kristen

Google Maps “street view” of Alexandria House in Los Angeles (model home) - zoned in R4 Multiple Dwelling Zone



Google Maps “street view” of Alexandria House in Los Angeles (model home) - zoned in R4 Multiple Dwelling Zone


436 S Alexandria Ave
Los Angeles, California
Google
Street View
W 4th St
WILSHIRE CENTER
W 5th St
Google

Los Angeles Zoning Map of Alexandria House in Los Angeles (blue outline) - zoned in R4 Multiple Dwelling Zone

ZIMAS

Public

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426 S ALEXANDRIA AVE

Font: A A A +/-

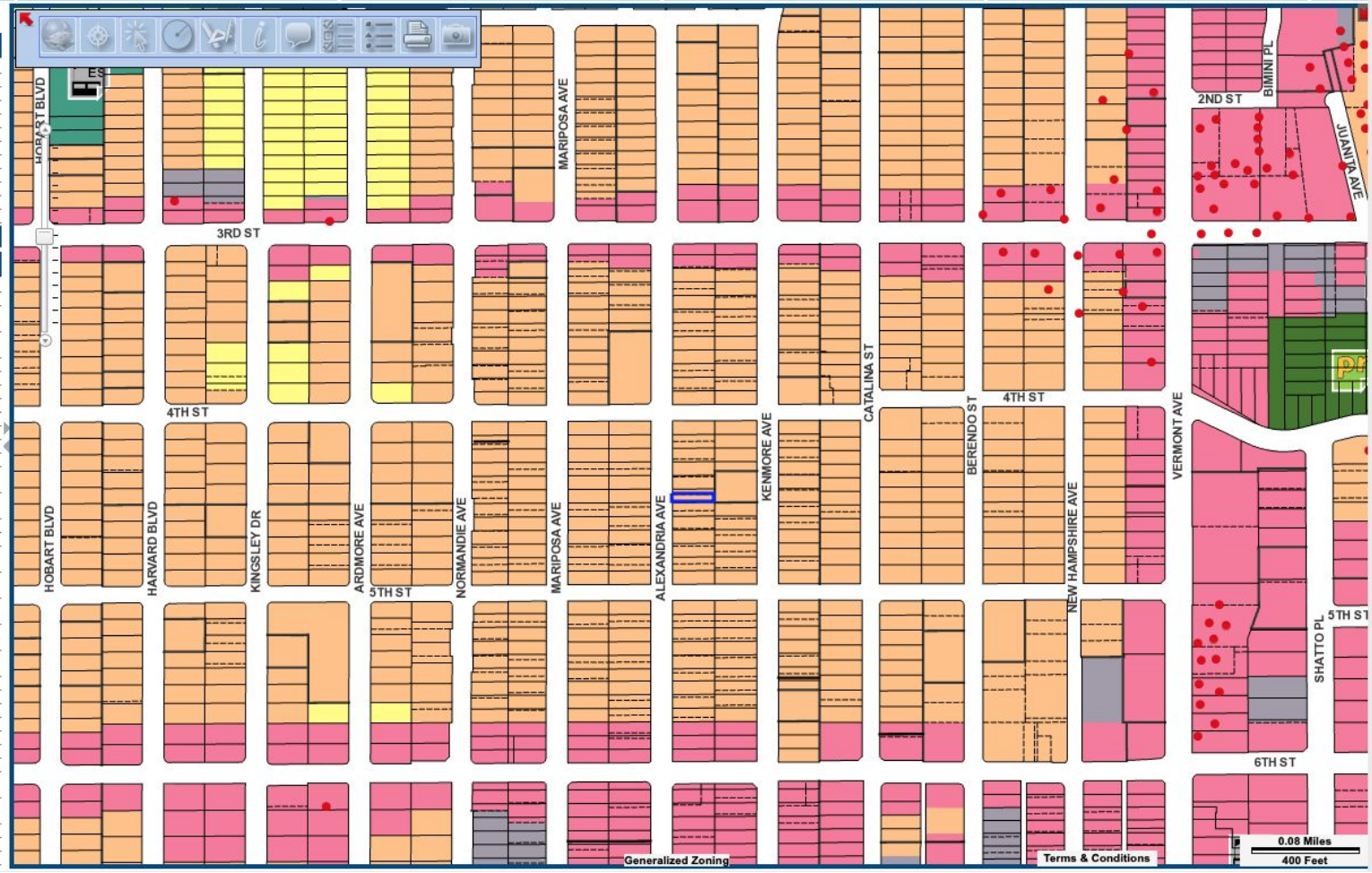
Address/Legal

Site Address	426 S ALEXANDRIA AVE
ZIP Code	90020
PIN Number	135B197 626
Lot/Parcel Area (Calculated)	4,650.0 (sq ft)
Thomas Brothers Grid	PAGE 633 - GRID J2
Assessor Parcel No. (APN)	5502013005
Tract	CHAPMAN PARK TRACT
Map Reference	M B 8-54/55
Block	12
Lot	7
Arb (Lot Cut Reference)	2
Map Sheet	135B197

Jurisdictional

Planning and Zoning

Special Notes	None
Zoning	R4-1
Zoning Information (ZI)	ZI-2374 State Enterprise Zone: Los Angeles
Zoning Information (ZI)	ZI-2452 Transit Priority Area in the City of Los Angeles
General Plan Land Use	High Medium Residential
General Plan Note(s)	Yes
Hillside Area (Zoning Code)	No
Specific Plan Area	None
Subarea	None
Special Land Use / Zoning	None
Historic Preservation Review	No
HistoricPlacesLA	View
CDO: Community Design Overlay	None
CPIO: Community Plan Imp. Overlay	None
Subarea	None
CUGU: Clean Up-Green Up	None
HCR: Hillside Construction Regulation	No
NSO: Neighborhood Stabilization Overlay	No
POD: Pedestrian Oriented Districts	None
RFA: Residential Floor Area District	None
RIO: River Implementation Overlay	No
SN: Sign District	No
SB 35 Eligibility	View
Streetscape	No
Adaptive Reuse Incentive Area	None
Affordable Housing Linkage Fee	
Residential Market Area	Medium-High
Non-Residential Market Area	High
Transit Oriented Communities (TOC)	Tier 3
RPA: Redevelopment Project Area	None
Central City Parking	No
Downtown Parking	No
Building Line	17



Support

6. PUBLIC HEARINGS: b. Conditional Use Permit No. 20-0179

I was thrilled to read about the planned transitional accommodations at 1421 Panorama Drive. I contribute to the Homeless Collaborative, and I have thought for a long time that a rooming house would be ideal for homeless individuals and families.

I have a personal interest in this project because of my experience as an Airbnb host for the last 4 years. Recently I have had many requests from women on the verge of homelessness, along with their minor children. I have not been able to accommodate them, because my spaces are not large enough for families.

I have some suggestions for the organization of the property, which I hope you would consider. I have included my own Airbnb examples of documents.

1. Consider having a **full-time manager**. The manager's job should be **full-time**. She should be available by phone or text 24-hours a day and spend **at least 30 hours a week physically at the property**. She should live very close to the property, but not on the property itself. Not having a live-in manager frees up one more room for a client, making it possible to accommodate **7 women instead of 6**. It would be easier to find an established, mature person to fill an offsite manager position if she is not required to live onsite, and it would give the residents more autonomy. Adult women with children do not need a baby-sitter. The full-time offsite manager would be responsible for preparing rooms for new residents, overseeing supplies, and generally keeping things running smoothly.
2. Everything for immediate move-in should be provided: Dishes, cookware, cleaning supplies, sheets and blankets, toilet paper, towels, etc. Providing generous amounts of all supplies will save money and effort in the long run.
3. For 7 residents, there should be a total of at least 3 refrigerators with labeled spaces for each room, and at least 2 washers and dryers.
4. Each room should have its own **labeled pantry space**. In light of the current pandemic, it would be best to issue separate dishes and flatware to each family unit.
5. **Digital locks** should be provided for each room and for the outside doors. (I attached some examples.) This one decision will save hours of work for the manager, who won't have to spend her days duplicating keys. The manager will have keys, but the residents will use the code for their individual rooms. Residents would have a key to the digital house entrance lock.
6. There should be **wifi access** throughout the house. This is an absolute requirement for children who must learn remotely.
7. Each room should have its own **wall-mounted Roku TV** (a TV with access to certain channels). Cable is OK, if you want to make that investment.
8. Clear **house rules** should be provided (example included) and posted in each room as well as in the kitchen.
9. A **contact list** should be provided (example included). There should be several names on the list, with the offsite manager's number on top and one or two volunteers who would be available in an emergency.
10. I also included a **rental agreement**, which you may or may not need.

11/5/2020 Submitted by Carol Sugimori, 661-549-4905

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You Save: $10.00 (20%)

Pay ~~$39.99~~ $0.00 after using available Amazon Rewards Visa Card Points.

Style	No Bluetooth
Handle Type	Knob
Metal Type	Stainless Steel
Handle material	Stainless Steel
Item Dimensions LxWxH	3 x 3 x 6 inches

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- Simple to use - Program the keyless door locks with a master code, a standard entry code, and up to 8 user specific codes.
- Easy to install - Replaces most standard U.S. front door locks, installs in minutes, and fits both left and right hinged doors.
- Safe automatic locking -3 seconds after being opened, the electronic door lock will automatically lock behind you.
- Smart battery backup - The digital lock is equipped with a backup battery port in the event that your batteries run out.
- Durable - This keyless entry lock is built with weather proofed stainless steel and designed to withstand the elements.
- With the TurboLock code door lock, you can program up to 10 passcodes including 1 master code, 1 standard entry code, and up to 8 personalized user keycodes.

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This item + Required + Required

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Brand	SCHLAGE
Color	Satin Nickel
Material	Other
Finish Type	Satin
Item Dimensions LxWxH	5 x 3 x 1 inches

About this item

- Hands-free voice control requires Schlage Sense WiFi Adapter and Alexa device (sold individually)
- Free iOS and Android smartphone app lets you manage codes, set schedules and view usage history
- Lock and unlock from anywhere by pairing with the Schlage Sense WiFi Adapter (sold separately)
- Pair with Apple HomeKit devices to use with iOS and Siri voice control only
- Secure encryption. Keying: 5-pin tumbler, C keyway with one key

See more product details

HOUSE RULES

COMMON AREAS

The common areas are the laundry room, living room, dining room, kitchen, and back and front yards. All of the guests may freely use everything in the common areas, including the dishwasher, dish drainer, and all of the dishes, pots and pans, and utensils in all of the cupboards and drawers in the kitchen area. Coffee, tea, sugar, salt and pepper, and extra paper towels are available, and extra toilet paper is available in the large bottom drawer in the shared bathroom. Please clean up your dishes and cooking areas after using the kitchen.

SEPARATE AREAS

Your own room and your labled refrigerator and pantry spaces are for your use only. The refrigerator and the pantry are located next to the dining room. The refrigerator near the back door is for the master bedroom's use. Please keep your own room door, the garage door next to the laundry room, the front door, and the back door LOCKED AT ALL TIMES.

NO SMOKING OF ANY KIND IN THE HOUSE

QUIET HOURS: 10 PM TO 7 AM

CHECKOUT

When you check out, please leave your keys in your room, lock your door, and text Kelly or Carol so that we can prepare for the next guest. Checkout time is 12 Noon or before.

HOUSE RULES FOR APARTMENT

BAKERSFIELD, CA 93313

ARRIVAL

ENTER THE APARTMENT USING THE CODE WE SENT YOU. THE DESK IN THE CORNER OF THE BEDROOM WILL HAVE

1. **THE REMOTE CONTROL FOR YOUR GARAGE SPACE. (Please park in the right side parking space unless you have a larger vehicle, which you may park in the gated RV parking area.)**
2. **THE CONTACT LIST INCLUDING THE WIFI PASSWORD**

THE KEY IN THE DOOR NEXT TO THE PANTRY

Please keep the deadbolt on the laundry access door LOCKED unless you are using the shared laundry area. The same key also opens two doors in the garage. One door opens from the garage into the shared laundry area, and the other opens from the garage into the RV parking area where the garbage cans are located.

NO-NOs

1. **NO SMOKING OF ANY KIND IN THE APARTMENT**
2. **NO PARTIES**
3. **NO GUESTS EXCEPT FOR THE REGISTERED GUEST(S)**
4. **NO ADDITIONAL OCCUPANTS except at a fee of $5 per night after 2 guests.**
5. **NO PETS (There will be a charge of $5 per pet per night if this rule is broken.)**
6. **NO ELECTRIC CAR CHARGING. (Requested exceptions will be charged a fee of $5 per night.)**

CHECKOUT

CHECKOUT IS AT 12 NOON

PLEASE LEAVE THE GARAGE REMOTE AND THE CONTACT LIST IN THE DESK DRAWER.

LEAVE THE SHARED LAUNDRY ROOM KEY IN THE DEADBOLT LOCK.

CONTACT INFORMATION

Carol: **(661)**

Kelly: **(661)**

(Kelly responds quickly to texts.)

Priscilla: **(760)**

Email: **@yahoo.com**

WIFI Passwords

Access Point: Password:

BHNTG1682g1BA2-5G(or EXT):

Password:

Apartment Router: Asus (no password)

RENTAL AGREEMENT (MONTH-TO-MONTH)

Date:

Agreement between_____, Owner, and

Tenants, for Room 1 (Room with Private Bath) with one garage parking space at

Tenant(s) agree to rent this dwelling beginning on a month-to-month basis for $. payable in advance before the____ day of the calendar month by Zelle bank transfer

Tenants agree to pay any damages other than normal wear and tear.

Tenant(s) will give___days' notice in writing before they move and will be responsible for paying rent through the end of this notice period or until another tenant approved by the Owner(s) has moved in, whichever comes first. If the tenancy ends before the of the month, that period will be prorated at $ a day.

The following is included in the rent: All utilities, internet, 1 garage parking space, and use of the kitchen, laundry, living areas, dishes, cooking utensils, appliances, all utilities, and internet.

Additional temporary parking is available in the driveway in front of the main house door or behind the garage under the carport.

Tenants hereby acknowledge that they have read this Agreement, understand it, agree to it, and have been given a copy.

Owner:_____Tenant: _____

Kassandra Gale

From: DEVPln
Sent: Wednesday, November 4, 2020 1:04 PM
To: Kassandra Gale; Paul Johnson
Subject: FW: Item 6b

From: Thatcher Weldon <thatcherweldon@yahoo.com>
Sent: Wednesday, November 4, 2020 12:57 PM
To: DEVPln <DEVPln@bakersfieldcity.us>
Subject: Item 6b

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

I am writing in support of all the great work Casa Esperanza is doing. I believe this is something we need in our community. We should be helping those in need get back on their feet and become productive members of our community.

Thank you,

Sent from Mail for Windows 10

City of Bakersfield

Development Services Department

Attention: Kassandra Gale, Principle Planner

Project No. 20-0179

As a Board Member of Casa Esperanza, I am a strong supporter of the Casa Esperanza Transitional Home for Women. As we embarked on our mission to provide a quality home, reflecting the inherent dignity of the women to be housed there, we took careful well thought out steps to ensure our neighbors were also a priority.

Our decisions are based on research and the successes from other communities. We modeled Casa Esperanza after the successful models of transitional homes across California. We have operated with transparency, integrity and accountable throughout our entire process.

The property will become a jewel in the neighbor, with renovations and repairs, so it reflects the community.

We know that women given the opportunity to create a new start for their families can and often do become strong pillars in the community. We trust the process and our Board members will inform you of our plans to ensure a solution that works for everyone.

We look forward to receiving a Conditional Use Permit on Thursday for Casa Esperanza Transitional Home for Women.

Thank you for your sincere and positive consideration to our request.

Sincerely,

Lisa Elzy Watson

Casa Esperanza Board Member

Kassandra Gale

From: Nicholas Fenn <nicholasjamesfenn@gmail.com>
Sent: Wednesday, November 4, 2020 10:50 AM
To: Kassandra Gale
Subject: In Support of Casa Esperanza

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

To Whom it May Concern,

I am writing in support of the Casa Esperanza house in Bakersfield. This organization is in support of helping women and children to start down a new path with resources. This is going to change lives and help make our community stronger. They can really help break the cycle of homelessness that we are already seeing a spike in our area.

Let's help make a difference in our community and help change lives.

Best,

Nick

November 3, 2020

TO: DEVPLN@bakersfieldcity.us

SUBJECT: Casa Esperanza

The article in today's *The Bakersfield Californian* reminded me to write in support of this home for single women, with or without children, when they are put in a position without a place to live.

Sometimes we find ourselves in situations we never expected to be.

Casa Esperanza is planned to be and expected to be a "hand up" not just a "hand out". It is a place to go for a short period of time, until a woman can provide for herself.

Mr. Mosher did an excellent job describing what Casa Esperanza will not be doing and what it will be doing to help women in need.

The neighbors seem to be making assumptions that the Board of Casa Esperanza is developing this project blindly. They are not. There are educated and trained persons whose careers are operating such homes. They will build on experiences of others.

The residents are expected to help with the housekeeping, following the rules of the home, and being a friendly neighbor. They definitely will be expected to keep up the appearance of the home so it will not be an eye-sore for the neighborhood.

I ask for your compassion for the homeless woman and success in providing this lovely, conveniently located home for her.

Alice Buckley Reis
2920 Tea Rose Street
Bakersfield, California 93311

Kassandra Gale

From: Tak Leung <tak_leung@hotmail.com>
Sent: Tuesday, November 3, 2020 1:03 PM
To: DEVPln; Kassandra Gale
Subject: Casa Esperanza Transitional Home for Women & Children

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

Dear Ms. Gale,

I became aware of the Casa Esperanza Transitional Home for Women & Children from my coworker and also read online about the upcoming Bakersfield Planning Commission public hearing in the Bakersfield news.

I am writing to show my support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

I feel this is an important part of the community that is currently lacking and the innovation associated with idea is amazing. This should be encouraged and expanded upon so that the community can have more diversity and integration with all members across the socio-economic scale. Since, Casa Esperanza provides a holistic program that will serve one of the most vulnerable segments of Bakersfield's homeless population; women and children. It will be complementary to existing efforts to alleviate homelessness and holds the promise of breaking the cycle of homelessness for families. Casa Esperanza is a home, not a shelter or rehab facility. I agree that this home belongs in a residential setting.

Bakersfield needs the services of Casa Esperanza. I support the grant of a CUP for the proposed location in a residential neighborhood.

Thanks,
Tak Leung
661-381-1868

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Kassandra Gale

From: DEVPln
Sent: Wednesday, November 4, 2020 7:44 AM
To: Kassandra Gale; Paul Johnson
Subject: FW: Public Comment on Casa Esperanza Conditional Use Permit

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From: Ian Sharples <directors@ipaknet.org>
Sent: Tuesday, November 3, 2020 4:35 PM
To: DEVPln <DEVPln@bakersfieldcity.us>; City_Clerk <City_Clerk@bakersfieldcity.us>; bakersfield mayor <mayor@bakersfieldcity.us>
Subject: Public Comment on Casa Esperanza Conditional Use Permit

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

To the Bakersfield City Council:

I am writing to you today in support of Conditional Use Permit approval for the Casa Esperanza housing proposal at 1421 Panorama Drive.

Casa Esperanza is a great organization with a proven model that has worked in other cities. The only reason to oppose this project is if you want to see more children growing up without a safe home. Turning down this project to help vulnerable women and children would be particularly cruel and heartless.

NIMBYism, particularly of the "we support the idea but not the location" variety has historically been a prime driver of the housing and homelessness crisis in California. It should be obvious, but denying housing for people experiencing homelessness will only increase the number of people experiencing homelessness. Just take a look at places like Venice Beach and Berkeley to see how NIMBYism runs amok and reduces the quality of life for all residents. There is no reason Bakersfield should follow their bad example.

The arguments opposing this project are just bad arguments. There is literally zero evidence that providing housing for people experiencing homelessness has a negative impact on crime rates, code violations, or property values. If anything the weight of research shows the exact opposite. Getting people off the streets and into housing has been demonstrated to clearly reduce crime and improve the built environment in ways that are beneficial for business. Additionally, mixed-income neighborhoods are a great way to break cycles of intergenerational poverty.

Given the severe housing shortage in Bakersfield, approval of this project and others like it is a clear pro-prosperity policy. Opposition to housing is opposition to the wellbeing of our community. Please approve the CDU then get to work on expanding by-right approval for future multi-family housing.

Thank you,
Ian Sharples
Executive Director, Income Property Association of Kern

Kassandra Gale

From: steelebonita@gmail.com
Sent: Friday, October 30, 2020 8:09 AM
To: Kassandra Gale
Subject: Letter in Support of Casa Esperanza Transitional Home for Women & Children Project # 20-0179

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

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: Letter in Support of Casa Esperanza Transitional Home for Women & Children

Dear Ms. Gale

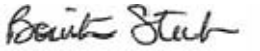
I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

Casa Esperanza will provide a holistic program that will serve one of the most vulnerable segments of Bakersfield's homeless population; women and children. It will be complementary to existing efforts to alleviate homelessness and holds the promise of breaking the cycle of homelessness for families. Casa Esperanza is a home, not a rehab facility, or a shelter for people who are homeless or fleeing domestic violence. A home belongs in a residential setting.

The Panorama drive location is especially well situated for the Casa Esperanza Transitional Home. It is close to Bakersfield College and the Panorama Drive bus hub. It is a large residence that will easily accommodate the proposed number of women and children that will live there. The home is on the edge of the neighborhood. It is on a very large lot, a safe outdoor play space for children, and has more off-street parking spaces than will ever be used by residents and staff.

As a Casa Esperanza board member, I am committed to the success of the residents, the home, and ensuring that Casa Esperanza is a good, long-term, neighbor. There is an urgent need in Bakersfield for the Casa Esperanza home and therefore I support and I call for your support of the grant of a Conditional Use Permit for the proposed residential neighborhood location.

Thank you



Bonita Steele

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Dear Ms. Gale,

As one of the founders of *Casa Esperanza Transitional Home for Women*, I would like to concretely offer my obvious support.

As will be evidenced tomorrow by those speaking on our behalf, all who have been and are engaged in this project are committed to its success at a very high level. Our intent at every stage was to plan for a physical dwelling, and a program that will honor the dignity of those whose lives have met with various degrees of misfortune.

To that end, our vision of a beautiful home in a regular neighborhood setting goes toward the rejuvenation of each resident's sense of self-worth, beaten down by violence, loss of job, or other inability to care for one's children. A dwelling and environment that speaks to worthiness goes a long way to restoring a positive self-image, which energizes the spirit to achieve one's personal goals.

I am firmly convinced that in due time, we will earn the acceptance and respect of our neighbors, who at this juncture are leery of a home such as ours in their midst.

We look forward to and anticipate receiving a Conditional Use Permit on Thursday for *Casa Esperanza Transitional Home for Women.*

Respectfully submitted,
Sister Marie Francis Schroepfer, CSJ
Founding Member and Member of the Board

8200 N Laurelglen Boulevard, #510
Bakersfield, CA 93311

Casa Esperanza

From: ANDREA J BUXTON <wordpress@esperanzabakersfield.org>
Sent: Friday, October 23, 2020 12:42 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: ANDREA J BUXTON

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

Casa Esperanza provides a holistic program that will serve one of the most vulnerable segments of Bakersfield's homeless population; women and children. It will be complementary to existing efforts to alleviate homelessness and holds the promise of breaking the cycle of homelessness for families. Casa Esperanza is a home, not a shelter or rehab facility. A home belongs in a residential setting.

Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

ANDREA J BUXTON
3304 GARDENIA AVE, APT.A
Bakersfield, CA, 93306
6613716648

Casa Esperanza

From: Arletta M Swall <wordpress@esperanzabakersfield.org>
Sent: Friday, October 23, 2020 9:45 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Arletta M Swall

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Arletta M Swall
3601 So Chester Ave #5
Bakersfield, CA, 93304

Casa Esperanza

From: Cynthia Johnston <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 22, 2020 11:27 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Cynthia Johnston

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Cynthia Johnston
2600 Barrington St. #25
Bakersfield, CA, 93309

Casa Esperanza

From: Debra Dunn-Yonke <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 22, 2020 10:44 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Debra Dunn-Yonke

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Debra Dunn-Yonke
10209, Brentford Avenue
Bakerdfield, CA, 93311-3587

Casa Esperanza

From: Dejia Perkins <wordpress@esperanzabakersfield.org>
Sent: Wednesday, October 21, 2020 9:34 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Dejia Perkins

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Dejia Perkins
4204 Newcombe Avenue
Bakersfield, California, 93313
6613774715

Casa Esperanza

From: Elvira Mendoza <wordpress@esperanzabakersfield.org>
Sent: Friday, October 23, 2020 7:33 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Elvira Mendoza

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Elvira Mendoza
3111 Sierra Meadows Dr
Bakersfield, CA, 93313
8318409625

Casa Esperanza

From: Eva McKenzie <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 22, 2020 10:52 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Eva McKenzie

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Eva McKenzie
14109 San Jose Ave
Bakersfield, CA, 93314
6613633902

Casa Esperanza

From: Haley Hayes <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 22, 2020 11:23 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Haley Hayes

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Haley Hayes
5000 Belle Terrace
Bakersfield, CA, 93309

Casa Esperanza

From: James Allen <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 22, 2020 11:26 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: James Allen

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

James Allen
9307 Citrus Creek Drive
Bakersfield, California, 93311

Casa Esperanza

From: Jose <wordpress@esperanzabakersfield.org>
Sent: Monday, October 26, 2020 4:01 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Jose

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

Casa Esperanza provides a holistic program that will serve one of the most vulnerable segments of Bakersfield's homeless population; women and children. It will be complementary to existing efforts to alleviate homelessness and holds the promise of breaking the cycle of homelessness for families. Casa Esperanza is a home, not a shelter or rehab facility. A home belongs in a residential setting.

Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Jose
802 Jacob Creek Dr
Bakersfield, CA, 93314
6618096716

Casa Esperanza

From: Julie Irvin <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 22, 2020 10:20 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Julie Irvin

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

Casa Esperanza provides a holistic program that will serve one of the most vulnerable segments of Bakersfield's homeless population; women and children. It will be complementary to existing efforts to alleviate homelessness and holds the promise of breaking the cycle of homelessness for families. Casa Esperanza is a home, not a shelter or rehab facility. A home belongs in a residential setting.

Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Julie Irvin
1009 River Ranch Drive
Bakersfield, Ca, 93312

Casa Esperanza

From: Kimber Wellman <wordpress@esperanzabakersfield.org>
Sent: Friday, October 23, 2020 9:34 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Kimber Wellman

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Kimber Wellman
10912 ENGER ST
BAKERSFIELD, CA, 93312
6618177211

Casa Esperanza

From: Laura Espinoza <wordpress@esperanzabakersfield.org>
Sent: Friday, October 23, 2020 3:08 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Laura Espinoza

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

Casa Esperanza provides a holistic program that will serve one of the most vulnerable segments of Bakersfield's homeless population; women and children. It will be complementary to existing efforts to alleviate homelessness and holds the promise of breaking the cycle of homelessness for families. Casa Esperanza is a home, not a shelter or rehab facility. A home belongs in a residential setting.

Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Laura Espinoza
3310 Christmas Tree Ln
Bakersfield, California, 93306

Casa Esperanza

From: Megan Ephraim <wordpress@esperanzabakersfield.org>
Sent: Tuesday, October 27, 2020 12:53 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Megan Ephraim

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Megan Ephraim
15 between the walls
Pembroke, Pembroke, HM06

Casa Esperanza

From: Michelle Kammeraad <wordpress@esperanzabakersfield.org>
Sent: Sunday, October 25, 2020 7:50 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Michelle Kammeraad

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Michelle Kammeraad
2912 Sunview Drive
Bakersfield, California, 93306
6612033267

Casa Esperanza

From: Mohamad waluyo <wordpress@esperanzabakersfield.org>
Sent: Friday, October 23, 2020 12:03 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Mohamad waluyo

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Mohamad waluyo
9907 casa del so dr
Bakersfield, CA, 93311
2154652462

Casa Esperanza

From: Monica Valenzuela <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 22, 2020 11:27 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Monica Valenzuela

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Thank you!

Monica Valenzuela
2325 Verde
Bakersfield, California, 93304

Casa Esperanza

From: Mr and Mrs Raymond D Hawk II <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 22, 2020 11:37 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Mr and Mrs Raymond D Hawk II

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Mr and Mrs Raymond D Hawk II
7000 College Avenue #1
Bakersfield, California, 93306

Casa Esperanza

From: Mr and Mrs Raymond D Hawk II <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 22, 2020 11:37 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Mr and Mrs Raymond D Hawk II

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Mr and Mrs Raymond D Hawk II
7000 College Avenue #1
Bakersfield, California, 93306

Casa Esperanza

From: Nick LaValley <wordpress@esperanzabakersfield.org>
Sent: Monday, October 26, 2020 2:41 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Nick LaValley

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Nick LaValley
11504 Buffington St.
Bakersfield, CA, 93312

Casa Esperanza

From: Patricia Sherrill <wordpress@esperanzabakersfield.org>
Sent: Sunday, October 25, 2020 2:44 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Patricia Sherrill

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Patricia Sherrill
12711 JASMINE AVE
BAKERSFIELD, CA, 93312
6615893335

Casa Esperanza

From: Stephanie Morris <wordpress@esperanzabakersfield.org>
Sent: Friday, October 23, 2020 7:42 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Stephanie Morris

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Stephanie Morris
900 Meadows st
bakersfield, Ca, 93306
6613461778

Casa Esperanza

From: Yvette Ramirez <wordpress@esperanzabakersfield.org>
Sent: Friday, October 23, 2020 9:16 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Yvette Ramirez

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Yvette Ramirez
7107 Ming Avenue Apt.15
Bakersfield, California, 93309
6616375317

Casa Esperanza

From: Alyssa Cross <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 29, 2020 2:46 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Alyssa Cross

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Alyssa Cross
14623 Wayne Lee Ct.
Bakersfield, CA, 93314
6617061149

Casa Esperanza

From: Chad Clark <wordpress@esperanzabakersfield.org>
Sent: Wednesday, October 28, 2020 8:29 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Chad Clark

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Thank you!

Chad Clark
5115 Callado Ln, Apt A
Bakersfield, CA, 93313

Casa Esperanza

From: Christopher Berry <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 29, 2020 6:35 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Christopher Berry

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Christopher Berry
11604 Silver Crown Ave
Bakersfield, CA, 93312

Casa Esperanza

From: Colleen Toler <wordpress@esperanzabakersfield.org>
Sent: Friday, October 30, 2020 8:19 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Colleen Toler

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Colleen Toler
9411 Chantilly Ln
Bakersfield, California, 93312

Casa Esperanza

From: Dana smith <wordpress@esperanzabakersfield.org>
Sent: Friday, October 30, 2020 12:05 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Dana smith

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Thank you!

Dana smith
7812 Splendor Way
Bakersfield, Ca, 93313

Casa Esperanza

From: Dave <wordpress@esperanzabakersfield.org>
Sent: Friday, October 30, 2020 5:35 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Dave

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Dave
19453 Stallion Way
Bakersfield, CA, 93314-9001
(661) 3935250

Casa Esperanza

From: Dean Bishop <wordpress@esperanzabakersfield.org>
Sent: Friday, October 30, 2020 9:50 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Dean Bishop

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Thank you!

Dean Bishop
15806 Far Niente Dr
Bakersfield, CA, 93314

Casa Esperanza

From: Deborah Allmon <wordpress@esperanzabakersfield.org>
Sent: Friday, October 30, 2020 7:24 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Deborah Allmon

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Thank you!

Deborah Allmon
2200 Cedro Court Unit C
Bakersfield, California, 93309
661 431-2285

Casa Esperanza

From: Dejia Perkins <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 29, 2020 3:26 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Dejia Perkins

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Thank you!

Dejia Perkins
4204 Newcombe Avenue
Bakersfield, CA, 93313

Casa Esperanza

From: Dolores Aguilar <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 29, 2020 8:38 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Dolores Aguilar

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Thank you!

Dolores Aguilar
2600 Crest Dr.
Bakersfield, CA, 93305
6615359802

Casa Esperanza

From: Evan and Kathy Grishaber <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 29, 2020 2:03 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Evan and Kathy Grishaber

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Thank you!

Evan and Kathy Grishaber
12205 Longmeadow Way
Bakersfield, Ca, 93312

Casa Esperanza

From: Harold E Sanborn <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 29, 2020 8:57 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Harold E Sanborn

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Thank you!

Harold E Sanborn
5311 Challenger Ave
Bakersfield, California, 93312

Casa Esperanza

From: Holly Eubank <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 29, 2020 3:00 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Holly Eubank

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Holly Eubank
114 E San Emidio St
Taft, CA, 93268
6616231177

Casa Esperanza

From: James Byers <wordpress@esperanzabakersfield.org>
Sent: Friday, October 30, 2020 9:40 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: James Byers <2011jrb@gmail.com>

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Thank you!

James Byers
2916 Ashby street
Bakersfield, Ca, 93308

Casa Esperanza

From: Jessica Enciso <wordpress@esperanzabakersfield.org>
Sent: Friday, October 30, 2020 8:49 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Jessica Enciso

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

Casa Esperanza provides a holistic program that will serve one of the most vulnerable segments of Bakersfield's homeless population; women and children. It will be complementary to existing efforts to alleviate homelessness and holds the promise of breaking the cycle of homelessness for families. Casa Esperanza is a home, not a shelter or rehab facility. A home belongs in a residential setting.

Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Jessica Enciso
5512 shadow stone st
Bakersfield, Ca, 93313

Casa Esperanza

From: Kandyce Smith <wordpress@esperanzabakersfield.org>
Sent: Friday, October 30, 2020 9:19 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Kandyce Smith

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Kandyce Smith
5909 Genoa Dr
Bakersfield, CA, 93308
9514154485

Casa Esperanza

From: Kasey gosuico <wordpress@esperanzabakersfield.org>
Sent: Friday, October 30, 2020 2:46 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Kasey gosuico

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Kasey gosuico
369 n vineyard blvd apt. 215
Honolulu, HI, 96817

Casa Esperanza

From: Evan and Kathy Grishaber <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 29, 2020 2:03 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Evan and Kathy Grishaber

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Evan and Kathy Grishaber
12205 Longmeadow Way
Bakersfield, Ca, 93312

Casa Esperanza

From: Lisa Elzy Watson <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 29, 2020 5:27 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Lisa Elzy Watson

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Lisa Elzy Watson
2700 Pine Street
Bakersfield, CA, 93301
661-444-3801

Casa Esperanza

From: Lisa Rudnick <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 29, 2020 2:06 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Lisa Rudnick

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Lisa Rudnick
9802 Silverthorne Drive
Bakersfield, CA., 93314
661-332-2631

Casa Esperanza

From: Lori Marchbanks <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 29, 2020 4:48 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Lori Marchbanks

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Lori Marchbanks
2402 Exton St
Bakersfield, CA, 93311

Casa Esperanza

From: Mahea Maui <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 29, 2020 3:25 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Mahea Maui

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Mahea Maui
922 4th St.
Taft, Ca, 93268

Casa Esperanza

From: Monique Krause <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 29, 2020 4:24 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Monique Krause

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Monique Krause
10112 Laurel Park Ave
Bakersfield, California, 93312

Casa Esperanza

From: Nancy Lopez <wordpress@esperanzabakersfield.org>
Sent: Friday, October 30, 2020 9:24 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Nancy Lopez

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Nancy Lopez
508 REED ST
Bakersfield, CA, 93314
6613318839

Casa Esperanza

From: Olga Desai <wordpress@esperanzabakersfield.org>
Sent: Friday, October 30, 2020 7:18 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Olga Desai

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Olga Desai
2411 cedar st
Bakersfield, Ca, 93301
6615863401

Casa Esperanza

From: Patrick Frase <wordpress@esperanzabakersfield.org>
Sent: Friday, October 30, 2020 12:30 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Patrick Frase

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Patrick Frase
P O Box 12202
Bakersfield, CA, 93389

Casa Esperanza

From: Roger Gamboa <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 29, 2020 9:18 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Roger Gamboa

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Thank you!

Roger Gamboa
173 Schnaidt st.
Shafter, Ca, 93263

Casa Esperanza

From: Shari Rightmer, Executive Director Shar-On Corporation <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 29, 2020 3:48 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Shari Rightmer, Executive Director Shar-On Corporation

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Shari Rightmer, Executive Director Shar-On Corporation
508 Woodrow Street
Taft, CA, 93268
6612056575

Casa Esperanza

From: Sharon Balfanz <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 29, 2020 3:07 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Sharon Balfanz

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Sharon Balfanz
612 Vista Verde Way
Bakersfield, CA, 93309

Casa Esperanza

From: Sheri Horn-Bunk <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 29, 2020 2:52 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Sheri Horn-Bunk

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Thank you!

Sheri Horn-Bunk
900 mount lassen
Bakersfield, Ca, 93309
6613351284

Casa Esperanza

From: Sheryl Sanborn <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 29, 2020 8:02 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Sheryl Sanborn

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Sheryl Sanborn
5311 Challenger Ave
Bakersfield, California, 93312

Casa Esperanza

From: Shirley Wallace <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 29, 2020 8:09 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Shirley Wallace

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Shirley Wallace
6415 Horsetail st
Bakersfield, California, 93313

Casa Esperanza

From: Sonya Brady <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 29, 2020 3:13 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Sonya Brady

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Sonya Brady
7501 El Verano
Bakersfield, Ca, 93309

Casa Esperanza

From: Stephanie Berry <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 29, 2020 6:43 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Stephanie Berry

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Stephanie Berry
11604 Silver Crown Ave
Bakersfield, CA, 93312

Casa Esperanza

From: Steve Crawford <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 29, 2020 4:54 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Steve Crawford

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Steve Crawford
2105 Sully Ct
Bakersfield, Ca, 93311
6616195441

Casa Esperanza

From: Tak Leung <wordpress@esperanzabakersfield.org>
Sent: Wednesday, October 28, 2020 9:30 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Tak Leung

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Tak Leung
9808 Mesa Oak Drive
Bakersfield, CA, 93311

Casa Esperanza

From: Troy Fringer <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 29, 2020 3:22 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Troy Fringer <74primetime@gmail.com>

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Troy Fringer
1401 Suffolk St
Bakersfield, CA, 93312

Casa Esperanza

From: Wendy Tkac <wordpress@esperanzabakersfield.org>
Sent: Thursday, October 29, 2020 3:39 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Wendy Tkac

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Wendy Tkac
12309 April Ann Ave
Bakersfield, California, 93312
6613333279

Casa Esperanza

From: Carolyn Hill <wordpress@esperanzabakersfield.org>
Sent: Saturday, October 31, 2020 12:03 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Carolyn Hill

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

Dear Ms. Gale – I am writing in support of the Conditional Use Permit for Casa Esperanza Transitional Home for Women & Children proposed to be located at 1421 Panorama Drive, Bakersfield, CA 93305.

Casa Esperanza provides a holistic program that will serve one of the most vulnerable segments of Bakersfield's homeless population; women and children. It will be complementary to existing efforts to alleviate homelessness and holds the promise of breaking the cycle of homelessness for families. Casa Esperanza is a home, not a shelter or rehab facility. A home belongs in a residential setting.

Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Carolyn Hill
2304 Edgewood
Bakersfield, Ca, 93306

Casa Esperanza

From: Jean Nelson <wordpress@esperanzabakersfield.org>
Sent: Saturday, October 31, 2020 7:32 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Jean Nelson

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Jean Nelson
5421 Wingfoot Dr
Bakersfield, Ca, 93306
16613302890

Casa Esperanza

From: Michael Anders <wordpress@esperanzabakersfield.org>
Sent: Monday, November 02, 2020 2:42 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Michael Anders

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Michael Anders
10000 Ming Ave.
Bakersfield, CA, 93311

Casa Esperanza

From: Mike Brokken <wordpress@esperanzabakersfield.org>
Sent: Friday, October 30, 2020 4:27 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Mike Brokken

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Mike Brokken
9100 Broad Oak Avenue
Bakersfield, Ca, 93311
6616659065

Casa Esperanza

From: Naina Patel <wordpress@esperanzabakersfield.org>
Sent: Monday, November 02, 2020 11:14 AM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Naina Patel

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Thank you!

Naina Patel
10400 Coram Drive
Bakersfield, CA, 93311

Casa Esperanza

From: Oscarn M Enciso <wordpress@esperanzabakersfield.org>
Sent: Saturday, October 31, 2020 9:12 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Oscarn M Enciso

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Oscarn M Enciso
722 Bates Ave
Bakersfield, California, 93307-2409

Casa Esperanza

From: Patti Brokken <wordpress@esperanzabakersfield.org>
Sent: Friday, October 30, 2020 4:24 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Patti Brokken

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Patti Brokken
9100 Broad Oak Avenue
Bakersfield, Ca, 93311
6616659065

Casa Esperanza

From: Tracey Lynn Carlile <wordpress@esperanzabakersfield.org>
Sent: Sunday, November 01, 2020 1:50 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Tracey Lynn Carlile

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Thank you!

Tracey Lynn Carlile
14939 Thunder Valley Road
Bakersfield, CA, 93314
16613313317

Casa Esperanza

From: Venus E Enciso <wordpress@esperanzabakersfield.org>
Sent: Saturday, October 31, 2020 9:09 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Venus E Enciso

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Thank you!

Venus E Enciso
722 Bates Ave
Bakersfield, California, 93307-2409

Casa Esperanza

From: Charles Armstrong <wordpress@esperanzabakersfield.org>
Sent: Tuesday, November 03, 2020 12:32 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Charles Armstrong

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Bakersfield needs the services of Casa Esperanza. We support the grant of a CUP for the proposed location in a residential neighborhood.

Thank you!

Charles Armstrong
313 Washington Ave Apt B
Bakersfield, CA, 93308

Casa Esperanza

From: Helen Acosta <wordpress@esperanzabakersfield.org>
Sent: Tuesday, November 03, 2020 12:28 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Helen Acosta

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Thank you!

Helen Acosta
1928 3rd St
Bakersfield, CA, 93304
6613279493

Casa Esperanza

From: Lea Ann Mattly <wordpress@esperanzabakersfield.org>
Sent: Tuesday, November 03, 2020 2:26 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Lea Ann Mattly

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Thank you!

Lea Ann Mattly
924 Shattuck Ave
Bakersfield, California, 93305
6617479497

Casa Esperanza

From: Marcus Carlton <wordpress@esperanzabakersfield.org>
Sent: Tuesday, November 03, 2020 9:10 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Marcus Carlton

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Thank you!

Marcus Carlton
11696 Champions Ave.
Bakersfield, California, 93312

Casa Esperanza

From: Renee Skinner <wordpress@esperanzabakersfield.org>
Sent: Tuesday, November 03, 2020 12:24 PM
To: Casa Esperanza; Julie Cesare
Subject: Letter of Support for Casa Esperanza Bakersfield

From: Renee Skinner

City of Bakersfield
Development Services Department
Attn: Kassandra Gale, Principal Planner
Project No. 20-0179

Subject: **Letter of Support for Casa Esperanza Bakersfield**

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Thank you!

Renee Skinner
313 Washington Ave Apt B
Bakersfield, CA, 93308
6613433824

RESOLUTION NO. 55-20

RESOLUTION OF THE BAKERSFIELD PLANNING COMMISSION APPROVING A CONDITIONAL USE PERMIT TO ALLOW A ROOMINGHOUSE (B.M.C. SECTION 17.10.025) TO ACCOMMODATE SIX RESIDENTS (WOMEN) AND THEIR MINOR CHILDREN, AND ONE ON-SITE RESIDENT ASSISTANT IN THE R-1 (ONE-FAMILY DWELLING ZONE) DISTRICT, LOCATED AT 1421 PANORAMA DRIVE. (CUP NO. 20-0179)

WHEREAS, Casa Esperanza Transitional Home for Women and Children filed an application with the City of Bakersfield Development Services Department for a conditional use permit to allow a roominghouse (B.M.C. Section 17.10.025) to accommodate six residents (women) and their minor children, and one on-site resident assistant in the R-1 (One-Family Dwelling Zone) district, located at 1421 Panorama Drive (the "Project"); and

WHEREAS, the Secretary of the Planning Commission set Thursday, November 5, 2020, at 5:30 p.m. in City Council Chambers, City Hall South, 1501 Truxtun Avenue, Bakersfield, California, as the time and place for a public hearing before the Planning Commission to consider the proposed conditional use permit, 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 in support and opposition of the Project; and

WHEREAS, the laws and regulations relating to the California Environmental Quality Act (CEQA) and the City of Bakersfield's CEQA Implementation Procedures have been duly followed by city staff and the Planning Commission; and

WHEREAS, the above described project is exempt from the requirements of CEQA in accordance with Section 15303; 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 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 that is exempt from CEQA pursuant to Section 15303 because the project consists the conversion of an existing small structure from one use to another and does not have the potential to cause a significant effect on the environment.

3. The proposed use is essential and desirable to the public convenience and welfare.

4. The proposed use is in harmony with the various elements and objectives of the Metropolitan Bakersfield General Plan.

5. The project would result in a development that is consistent with the intent of both the Metropolitan Bakersfield General Plan and the Bakersfield Municipal Code.

NOW, THEREFORE, BE IT RESOLVED by the Bakersfield Planning Commission as follows:

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

2. This project is exempt from the requirements of CEQA.

3. Conditional Use Permit No. 20-0179 as described in this resolution, is hereby approved subject to the conditions of approval in Exhibit A and as shown in Exhibits B and C.

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the Planning Commission of the City of Bakersfield at a regular meeting held on the 5th day of November 2020, on a motion by Commissioner Cater and seconded by Commissioner Lomas, by the following vote:

AYES: Commissioner Koman, Rudnick, Bell, Bowers, Cater, Lomas, Wade

NOES: None

ABSTAIN: None

ABSENT: None

APPROVED

LARRY KOMAN, CHAIR
City of Bakersfield Planning Commission

Exhibits:
A. Conditions of Approval
B. Location Map
C. Site Plan

Exhibit A

(Conditions of Approval)

EXHIBIT A

CONDITIONS OF APPROVAL
Conditional Use Permit No. 20-0179

I. The applicant's rights granted by this approval are subject to the following provisions:

- The project shall be in accordance with all approved plans, conditions of approval, and other required permits and approvals. All construction shall comply with applicable building codes.

- All conditions imposed shall be diligently complied with at all times and all construction authorized or required shall be diligently prosecuted to completion before the premises shall be used for the purposes applied for under this approval.

- This approval will not be effective until ten (10) days after the date upon which it is granted by the Planning Commission to allow for appeal to the City Council. Any permit or license for any approval granted shall not be issued until that effective date.

- This approval shall automatically be null and void two (2) years after the effective date unless the applicant or successor has actually commenced the rights granted, or if the rights granted are discontinued for a continuous period of one (1) year or more. This time can be extended for up to one (1) additional year by the approving body.

- The Planning Commission may initiate revocation of the rights granted if there is good cause, including but not limited to, failure to comply with conditions of approval, complete construction or exercise the rights granted, or violation by the owner or tenant of any provision of the Bakersfield Municipal Code pertaining to the premises for which the approval was granted. The Planning Commission may also consider adding or modifying conditions to ensure the use complies with the intent of City ordinances.

- Unless otherwise conditioned, this approval runs with the land and may continue under successive owners provided all the above-mentioned provisions are satisfied.

II. The following conditions shall be satisfied as part of the approval of this project:

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

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

   The City will promptly notify Applicant of any such claim, action or proceeding, falling under this condition within thirty (30) days of actually receiving such claim. The City, in its sole discretion,

shall be allowed to choose the attorney or outside law firm to defend the City at the sole cost and expense of the Applicant and the City is not obligated to use any law firm or attorney chosen by another entity or party.

2. This conditional use permit allows a roominghouse to accommodate six residents (women) and their minor children, and one on-site resident assistant in the R-1 (One-Family Dwelling Zone) district located at 1421 Panorama Drive as depicted on attached Exhibits B and C.

3. The roominghouse operating under the conditions allowed by this permit, shall continuously adhere to the following conditions while in operation:

   a. Visiting hours are Monday thru Sunday 8:00 am to 8:00 pm by appointment only; visitors shall only be allowed in the common areas.

   b. The resident assistant and/or facility staff shall be on-site 24 hours per day, seven days per week, or while any tenant is staying within the facility.

   c. The residents shall adhere to a curfew of 10:00pm Sunday through Thursday, and 12:00am (midnight) on Friday and Saturday.

   d. Residents must participate in verifiable daily activities, including work, job search, and/or classes and training that are designed to lead to stable employment, a steady income and permanent housing.

   e. Residents shall sign in and out of the facility upon leaving and returning for verifiable activities. In the event a resident must be gone outside of allowable hours, they must agree to complete a “Permission to Stay Out Late” form with program Staff and obtain approval in advance.

   f. Residents must participate in a structured program of individual counseling/therapy and provide verification of attendance.

   g. Residents must develop a monthly budget and track all expenses and all income each month; subject to the supervision of the program staff.

   h. Residents shall contribute 20% of income to the Home each month as program fees to help meet operating expenses.

   i. Residents shall participate in weekly house meetings and must agree to be present for family dinner Monday through Thursday. If not available to attend, residents shall coordinate and receive approval from program staff as needed.

   j. Residents are responsible for the supervision of their children and must not leave children unattended at any time. Children are only permitted to play in the backyard. Children of school age must be enrolled and attending school on a regular basis.

   k. Smoking is prohibited on the premises; no lighted candles, incense burning, or open flames of any kind are permitted in the rooms.

   l. Drugs and alcohol are prohibited on the premises; legally prescribed medication and small amounts of over-the-counter medicines are permitted.

m. No guns or objects intended as weapons, including toy guns, swords, etc. are permitted.

n. The resident assistant and/or facility staff shall enforce the facility's policies as stated in the following documents associated with this Conditional Use Permit:

i. Operating Statement

ii. House Rules and Resident Agreement

d. The program shall maintain a valid certification through the Kern County Behavioral Health & Recovery Services as a Housing Provider, or other program as deemed applicable by Staff.

e. The applicant shall not allow the number of occupants inside the premise building to exceed the establishment's maximum occupant load, as determined by the Building Director or their designee and/or the Fire Chief or their designee.

4. The property owner shall be responsible for maintaining the premises free of litter, trash, and graffiti; any graffiti painted or marked upon the premises shall be removed or painted over within 72 hours after discovery.

5. Loitering is prohibited on the premises or area under the control of the permit holder.

6. Prior to commencement of operations as allowed by this Conditional Use Permit, the applicant shall:

a. Contact the City of Bakersfield Development Services Department/Building Division for any necessary inspections and/or permits.

b. Contact the City of Bakersfield Fire Department/Prevention Services for any necessary inspections and/or permits.

III. The following are specific items that you need to resolve before you can obtain a building permit or be allowed occupancy. These items include conditions and/or mitigation required by previous site entitlement approvals (these will be specifically noted), changes or additions that need to be shown on the final building plans, alert you to specific fees, and other conditions for your project to satisfy the City's development standards.

The items listed below will usually need to be shown on the final building plans or completed before a building permit is issued. As part of the building permit submittal, identify the location of your response by using the *APPLICANT'S RESPONSE* line provided directly below the item (example: sheet number, detail, etc.).

A. <u>DEVELOPMENT SERVICES - BUILDING (1715 Chester Avenue)</u>
(Staff contact - Oscar Fuentes; 661-326-3676 or OFuentes@bakersfieldcity.us)

1. Show on the final building plan how and where water will be drained from the property.

   APPLICANT'S RESPONSE:_____

2. Show on the final building plan pedestrian access from the public way and accessible parking. Private streets are not the public way.

   APPLICANT'S RESPONSE:_____

3. The developer shall include fire resistive wall construction details with the final building plans for all exterior walls of any building that is within the distance as set forth in Table 602 of the California Building Code.

   APPLICANT'S RESPONSE:_____

4. Include with or show on the final building plans information necessary to verify that the project complies with all accessibility requirements of Title 24 of the California Building Code.

   APPLICANT'S RESPONSE:_____

5. Buildings or structures shall require installation of an automatic fire sprinkler system where required by current California Building Code and City ordinance.

   APPLICANT'S RESPONSE:_____

6. The Building Division will calculate and collect the appropriate school district impact fee at the time they issue a building permit.

   APPLICANT'S RESPONSE:_____

7. Final Building plans shall show pedestrian access pathways or easements for persons with disabilities from public rights-of-ways that connect to all accessible buildings, facilities, elements, and spaces in accordance with the California Building Code. These pedestrian access ways shall not be parallel to vehicular lanes unless separated by curbs or railings.

   APPLICANT'S RESPONSE:_____

B. DEVELOPMENT SERVICES - PLANNING (1715 Chester Avenue)
(Staff contact – Ryder Dilley; 661-326-3616 or RDilley@bakersfieldcity.us)

1. The minimum parking required for this project has been computed based on use and shall be as follows:

Proposed Use	Square Footage	Parking Ratio	Required Parking
Rooming House	6 beds	1 space per bed	6 spaces
Resident Advisor	1 bed	1 space per bed	1 space
		Required Parking:	7 spaces

(**Note:** 9 parking spaces are shown on the proposed site plan. By ordinance, compact and tandem spaces cannot be counted towards meeting minimum parking requirements.)

APPLICANT'S RESPONSE:_____

2. Minimum parking stall dimensions shall be 9 feet wide by 18 feet long and shall be designed according to standards established by the Traffic Engineer. Vehicles may hang over landscape areas no more than 2-1/2 feet provided required setbacks along street frontages are maintained, and trees and shrubs are protected from vehicles.

APPLICANT'S RESPONSE:_____

3. All parking lots, driveways, drive aisles, loading areas, and other vehicular access ways, shall be paved with concrete, asphaltic concrete, or other paved street surfacing material in accordance with the Bakersfield Municipal Code (Sections 15.76.020 and 17.58.060.A.).

APPLICANT'S RESPONSE:_____

4. The developer shall include a copy of a final landscape plan with each set of the final building plans submitted to the Building Division. Building permits will not be issued until the Planning Division has approved the final landscape plan for consistency with approved site plans. Landscape plans shall include, but are not limited to, data on: gallon/box size, spacing, species (reference approved parking lot tree list), ratio of deciduous vs. evergreen, shade calculations, ground cover calculations, etc.

(**Note 1:** At the time a final site inspection is conducted, it is expected that plants will match the species identified and be installed in the locations consistent with the approved landscape plan. Changes made without prior approval of the Planning staff may result in the removal and/or relocation of installed plant materials and delays in obtaining building occupancy.)

(**Note 2:** No mature landscaping shall be removed without prior approval by the Planning Director.)

(**Note 3:** Upon approval of the final landscape plan, a digital copy shall be submitted to the Planning staff contact listed above.)

APPLICANT'S RESPONSE:_____

5. The developer shall meet all regulations of the San Joaquin Valley Air Pollution Control District (Regulation VIII) concerning dust suppression during construction of the project. Methods include, but are not limited to; use of water or chemical stabilizer/suppressants to control dust emission from disturbed area, stock piles, and access ways; covering or wetting materials that are transported off-site; limit construction-related speed to 15 mph on all unpaved areas/washing of construction vehicles before they enter public streets to minimize carryout/track out; and cease grading and earth moving during periods of high winds (20 mph or more).

APPLICANT'S RESPONSE:_____

6. Prior to receiving final building or site occupancy, you must contact the Planning Division (staff contact noted above) for final inspection and approval of the landscaping, parking lot, lighting and other related site improvements. Inspections will not be conducted until all required items have been installed. Any deviations from the approved plans without prior approval from the Planning Division may result in reconstruction and delays in obtaining a building or site occupancy.

APPLICANT'S RESPONSE:_____

C. FIRE DEPARTMENT (2101 H Street)
(Staff contact - Ernie Medina; 661-326-3682 or EMedina@bakersfieldcity.us)

1. Show on the final building plans the following items:

   a. All fire hydrants, both offsite (nearest to site) and on-site. *Include flow data on all hydrants.* Hydrants shall be in good working condition and are subject to testing for verification. Fire flow requirements must be met prior to construction commencing on the project site. Please provide two (2) sets of the water plans stamped by a licensed Registered Civil Engineer to the Fire Department and two (2) sets to the Water Resources Department (1000 Buena Vista Road, Bakersfield, CA. 93311; 661-326-3715).

   (**Note:** Show: 1) distance to the nearest hydrant; and 2) distance from that hydrant to the farthest point of the project site.)

2. All projects must comply with the current California Fire Code and current City of Bakersfield Municipal Code.

APPLICANT'S RESPONSE:_____

D. WATER RESOURCES (1000 Buena Vista Road)
(Staff contact - Tylor Hester; 661-326-3715 or THester@bakersfieldcity.us)

1. At this time, no applicable conditions for the proposed project. Conditions may be added if the project changes.

E. PUBLIC WORKS - ENGINEERING (1501 Truxtun Avenue)
(Staff contact – Susanna Kormendi; 661-326-3997 or SKormendi@bakersfieldcity.us)

1. The developer shall construct curbs, gutters, cross gutters, sidewalks, and street/alley paving along Panorama Drive and Haley Street according to adopted city standards. These improvements shall be shown on the final building plans submitted to the Building Division before any building permits will be issued.

   APPLICANT'S RESPONSE:_____

2. The developer shall construct standard accessible ramps at the southwest corner of Panorama Drive and Haley Street according to adopted city standards. These improvements shall be shown on the final building plans submitted to the Building Division before any building permits will be issued.

   APPLICANT'S RESPONSE:_____

3. Show on the final building plans all existing connection(s) to the public sewer system.

   APPLICANT'S RESPONSE:_____

4. All on-site areas required to be paved (i.e. parking lots, access drives, loading areas, etc.) shall consist of concrete, asphaltic concrete (Type B. A. C.) or other paved street material approved by the City Engineer. Pavement shall be a minimum thickness of 2 inches over 3 inches of approved base material (i.e. Class II A. B.) if concrete is used, it shall be a minimum thickness of 4 inches per Municipal Code Section 17.58.060.A. This paving standard shall be noted on the final building plans submitted to the Building Division before any building permits will be issued.

   APPLICANT'S RESPONSE:_____

5. If a grading plan is required by the Building Division, building permits will not be issued until the grading plan is approved by **both** the Public Works Department and the Building Division.

   APPLICANT'S RESPONSE:_____

6. Before any building or site can be occupied, the developer must reconstruct or repair substandard off-site street improvements that front the site to adopted city standards as directed by the City Engineer. Please call the Construction Superintendent at 661-326-3049 to schedule a site inspection to find out what improvements may be required prior to submitting a grading plan. Any off-site/frontage improvements or repairs required during the site inspection shall be shown on the grading plan.

   APPLICANT'S RESPONSE:_____

7. A street permit from the Public Works Department shall be obtained before any work can be done within the public right-of-way (streets, alleys, easements). Please include a copy of this site plan review decision to the department at the time you apply for this permit.

   APPLICANT'S RESPONSE:_____

8. Prior to the issuance of each building permit, or if no building permit is required, the first required City approval prior to construction, the developer/owner shall pay a Transportation Impact Fee (TIF) for regional facilities. This fee will be based on the rate in effect at the time the applicable approval is issued or in accordance with the Subdivision Map Act, as applicable. The Public Works Department will calculate an estimate of the total fee upon submittal of construction plans for the project.

   APPLICANT'S RESPONSE:_____

9. The developer shall form a new Maintenance District. Undeveloped parcels within an existing Maintenance District are required to update Maintenance District documents. Updated documents, including Proposition 218 Ballot and Covenant, shall be signed and notarized. If there are questions, contact Louis Rodriguez at 661-326-3571.

   (**Note:** If already within a maintenance district, may need to update the maintenance district form.)

   APPLICANT'S RESPONSE:_____

10. This project may be located within a Planned Sewer Area. Please contact the Public Works Department – Subdivisions at 661-326-3576 to determine what fees may apply.

    APPLICANT'S RESPONSE:_____

11. This project may be located within a Planned Drainage Area. Please contact the Public Works Department – Subdivisions at 661-326-3576 to determine what fees may apply.

    APPLICANT'S RESPONSE:_____

12. This project may be subject to Bridge and Major Thoroughfare fees. Please contact the Public Works Department – Subdivisions at 661-326-3576 to determine what fees may apply.

    APPLICANT'S RESPONSE:_____

F. <u>PUBLIC WORKS - TRAFFIC (1501 Truxtun Avenue)</u>

(Staff contact – Susanna Kormendi; 661-326-3997 or SKormendi@bakersfieldcity.us)

1. Show on the final building plans min. 25' wide (top-to-top) drive approach(es). Drive approaches must be centered on drive aisles. All dimensions shall be shown on the final building plans.

   APPLICANT'S RESPONSE:_____

2. Two-way drive aisles shall be a minimum width of 24 feet. If perpendicular (90º) parking spaces are proposed where a vehicle must back into these aisles, the minimum aisle width shall be 25 feet. All drive aisle dimension shall be shown on the final building plans.

   APPLICANT'S RESPONSE:_____

3. Show the typical parking stall dimension on the final building plans (minimum stall size is 9 feet x 18 feet and shall be designed according to standards established by the Traffic Engineer).

   APPLICANT'S RESPONSE:_____

4. Walls, fences, or trash enclosures within 10 feet of a sidewalk at an alley or driveway shall not exceed 3 feet in height above the curb flow line. You must either revise the circulation design or show on the final building plans that the maximum fence/wall height will not exceed three feet.

   APPLICANT'S RESPONSE:_____

G. <u>PUBLIC WORKS - SOLID WASTE (4101 Truxtun Avenue)</u>
(Staff Contact - Jesus Carrera; 661-326-3114 or jcarrera@bakersfieldcity.us)

1. You must contact the staff person noted above before building permits can be issued or work begins on the property to establish the level and type of service necessary for the collection of refuse and/or recycled materials. Collection locations must provide enough containment area for the refuse that is generated without violating required zoning or setback restrictions (see Planning Division conditions). Levels of service are based on how often collection occurs as follows:

   ☒ Cart service -- 1 cubic yard/week or less 1 time per week
   ☐ Front loader bin services -- 1 cubic yard/week - 12 cubic yards/day
   ☐ Roll-off compactor service -- More than 12 cubic yards/day

   APPLICANT'S RESPONSE:_____

2. Facilities with existing refuse service must improve the service location area(s) according to adopted City standards (Detail # ST-27 and ST-28). These improvements shall be clearly shown on the final building plans.

   APPLICANT'S RESPONSE:_____

3. Facilities are required to have sufficient capacity of refuse/recycling/organic material storage to go without service for 1 day (Sunday). At any time that refuse/recycling/organic services become

an issue, facilities shall construct a second refuse enclosure to meet the demand. The second enclosure shall be approved by the City prior to construction.

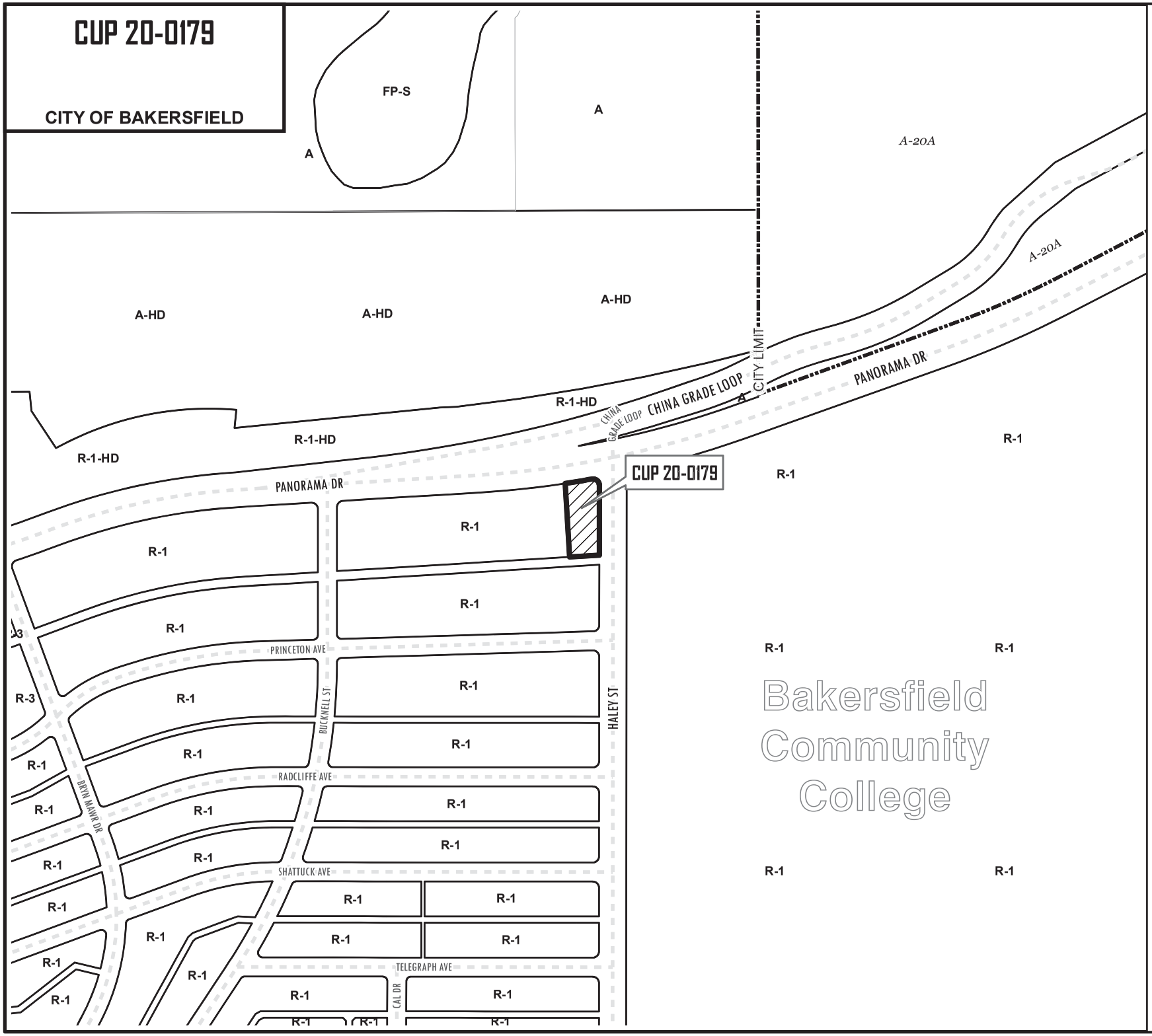
APPLICANT'S RESPONSE:_____

Exhibit B

(Location Map)

CUP 20-0179

CITY OF BAKERSFIELD



LEGEND (ZONE DISTRICTS)

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

BAKERSFIELD

N

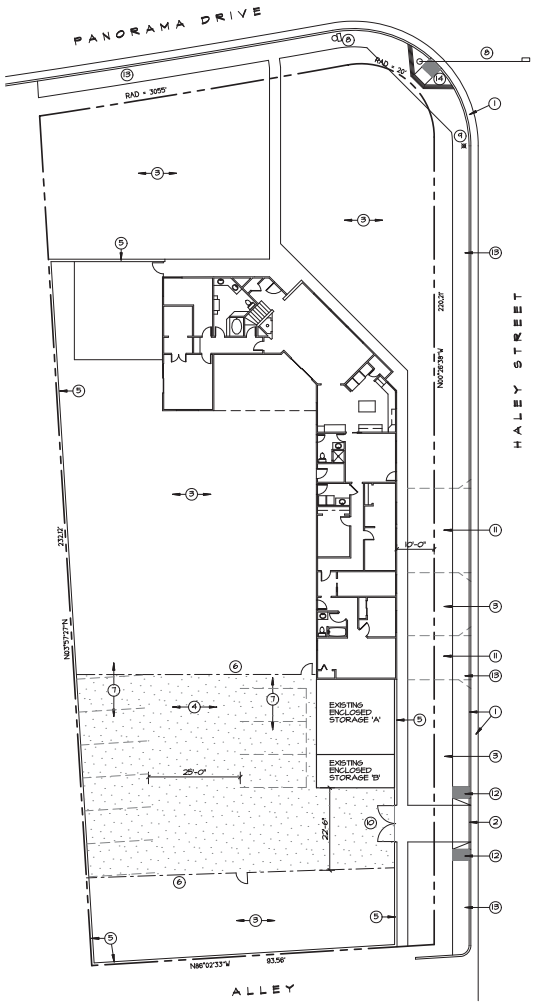
Feet

0 220 440

Document Name: 2020_09_13

Exhibit C

(Site Development Plan)



N

SITE DIAGRAM 1/16"

N

VICINITY MAP NS

PROJECT ANALYSIS

TRACT MAP: TRACT MAP 1691-02 PARCEL 17

ZONE: R-1

ZONING SETBACKS
- FRONT YARD: 25'-0"
- SIDE YARD: 5'-0"
- SIDE YARD CORNER LOT: 10'-0"
- REAR YARD: 0'-0"

SITE AREA: 23,839' / 0.5472 ACRES

BUILDING AREA:
- FIRST FLOOR RESIDENCE: +/-3,150 SF
- SECOND FLOOR RESIDENCE: +/-502 SF
- ENCLOSED STORAGE 'A': +/-436 SF
- ENCLOSED STORAGE 'B': +/-112 SF

PROPOSED USE	SQUARE FOOTAGE	PARKING RATION	REQUIRED PARKING
ROOMING HOUSE	6 BEDS	1 SPACE / BED	6 SPACES
ADVISOR UNIT	1 BED	1 SPACE / BED	1 SPACE
EMPLOYEES	2 STAFF	1 SPACE / EMPLOYEE	2 SPACES
REQUIRED PARKING:			9 SPACES
PROVIDED PARKING:			9 SPACES

KEYNOTES

1. EXISTING CURB AND GUTTER
2. EXISTING CONCRETE DRIVE BREAK
3. EXISTING LANDSCAPE AREA
4. HATCHED AREA DENOTES EXTENT OF EXISTING ASPHALT PARKING AREA
5. EXISTING CONCRETE BLOCK WALL
6. EXISTING CHAIN LINK FENCE
7. DASHED LINE DENOTES FUTURE 9'x18' PARKING STALL PER CITY STANDARDS
8. EXISTING TRAFFIC SIGNAL
9. EXISTING FIRE HYDRANT
10. EXISTING DRIVE GATE
11. EXISTING DRIVE APPROACH TO BE REMOVED
12. NEW TRUNCATED DOME TILES FOR FULL WIDTH OF WALK AT EXISTING DRIVE APPROACH PER CITY STANDARDS
13. NEW SIDEWALK PER CITY STANDARDS-CROSS SLOPE NOT TO EXCEED 2%
14. NEW ACCESSIBLE CURB RAMP PER CITY STANDARDS WITH RAISED TRUNCATED DOME TILES FOR THE FULL WIDTH OF BOTTOM LANDING

PAUL DHANENS • ARCHITECT

ARCHITECT

LICENSED ARCHITECT PAUL DHANENS NO. C-23843 RENEWAL STATE OF CALIFORNIA

5100 CALIFORNIA AVE, SUITE 107
BAKERSFIELD, CALIFORNIA 93308
TELEPHONE: (661) 328-8836
FACSIMILE: (661) 328-8837

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NOTICE TO CONTRACTORS
Written dimensions on these drawings shall take precedence over scaled dimensions. Contractor shall verify and be responsible for confirming all dimensions and shall notify the architect immediately of any discrepancies or field variations discovered.

PROJECT

Casa ESPERANZA

1421 PANORAMA DR
BAKERSFIELD, CA

DATE	ISSUED FOR
7-13-20	SITE PLAN REVIEW
9-28-20	SITE PLAN REVIEW

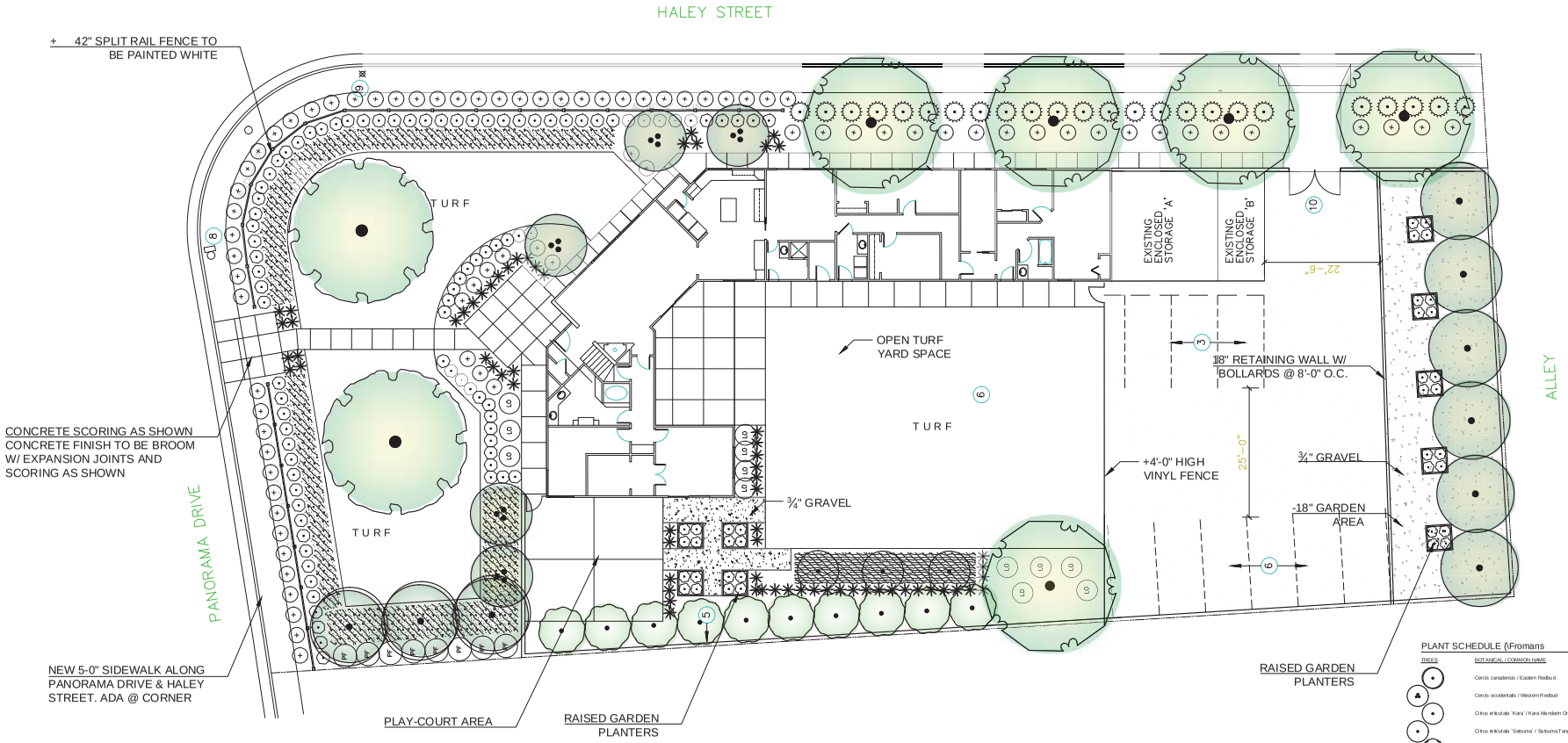
NO.	REVISIONS
1	
2	
3	
4	

SITE PLAN REVIEW

FILE NAME: 25395PR1-0

SHEET

SPR-1.0



PLANT SCHEDULE (\Fromans

TREES	BOTANICAL / COMMON NAME	CONT	WUCOL	QTY
	Cercis canadensis / Eastern Redbud	15 gal		3
	Cercis occidentalis / Western Redbud	15 gal		5
	Citrus reticulata 'Kara' / Kara Mandarin Orange	15 gal		6
	Citrus reticulata 'Satsuma' / Satsuma Tangerine	15 gal		3
	Platanus x acerifolia 'Bloodgood' / London Plane Tree	15 gal		5
	Prunus caroliniana 'Compacta' / Carolina Cherry std.	15 gal		10
	Quercus agrifolia / Coast Live Oak	15 gal	LOW	2

SHRUBS	BOTANICAL / COMMON NAME	SIZE	WUCOL	QTY
	Dianella tasmanica / Flax Lily	5 gal		67
	Ligustrum texanum 'Compacta' / Texas Privet	5 gal		88
	Loropetalum chinense 'Ruby' / Ruby Loropetalum	5 gal		12
	Muhlenbergia capillaris 'Regal Mist' TM / Regal Mist Pink Muhly Grass	5 gal		24
	Photinia x fraseri / Red Tip Photinia	5 gal		8
	Rosa floribunda 'Iceberg' / Iceberg Rose	5 gal		79

GROUND COVERS	BOTANICAL / COMMON NAME	CONT	WUCOLS	SPACING	QTY
	Lantana montevidensis / Trailing Lantana	1 gal		18" o.c.	210 sf
	Myoporum parvifolium / Trailing Myoporum	1 gal		48" o.c.	946 sf

NORTH

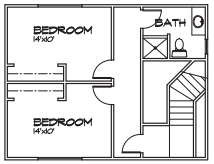
SCALE
1" = 10'-0"
30' 0' 5' 10' 20'

DESIGN STUDIOS
LANDSCAPE DEVELOPMENT, LLC

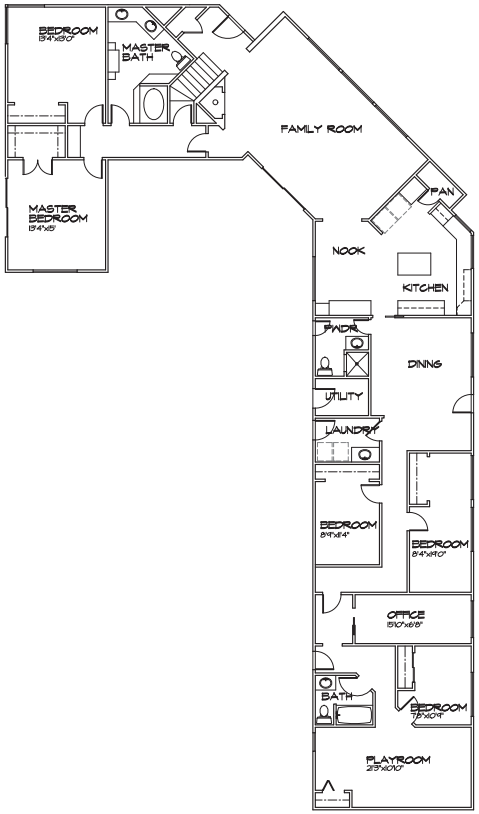
DATE: 9/28/2020

CASA ESPERANZA

Conceptual Landscape Plan



SECOND FLOOR 1/8"



FIRST FLOOR DIAGRAM 1/8"

PAUL DHANENS • ARCHITECT

ARCHITECT

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PROJECT

Casa ESPERANZA

1421 PANORAMA DR
BAKERSFIELD, CA

DATE	ISSUED FOR
7-21-20	SITE PLAN REVIEW
10-16-20	SITE PLAN REVIEW

NO.	REVISIONS
1	
2	
3	
4	

FLOOR PLANS

FILE NAME: 25395PR2-0

SHEET

SPR-2.0

BAKERSFIELD
THE SOUND OF Something Better

MEMORANDUM

January 15, 2021

TO: Honorable Mayor and City Council

FROM: Paul Johnson, Planning Director PJ

SUBJECT: AGENDA ITEM #10.b. (Conditional Use Permit No. 20-0179; Appeal)

Item 10.b. is to consider Conditional Use Permit No. 20-0179 on an appeal. Casa Esperanza Transitional Home for Women & Children is proposing a conditional use permit to allow for a 6-bed rooming house to accommodate women and their minor children in the R-1 (One-Family Dwelling Zone) district, located at 1421 Panorama Drive. Kristen and Johnny Urquidez submitted an appeal of the Planning Commission's decision to approve the proposal.

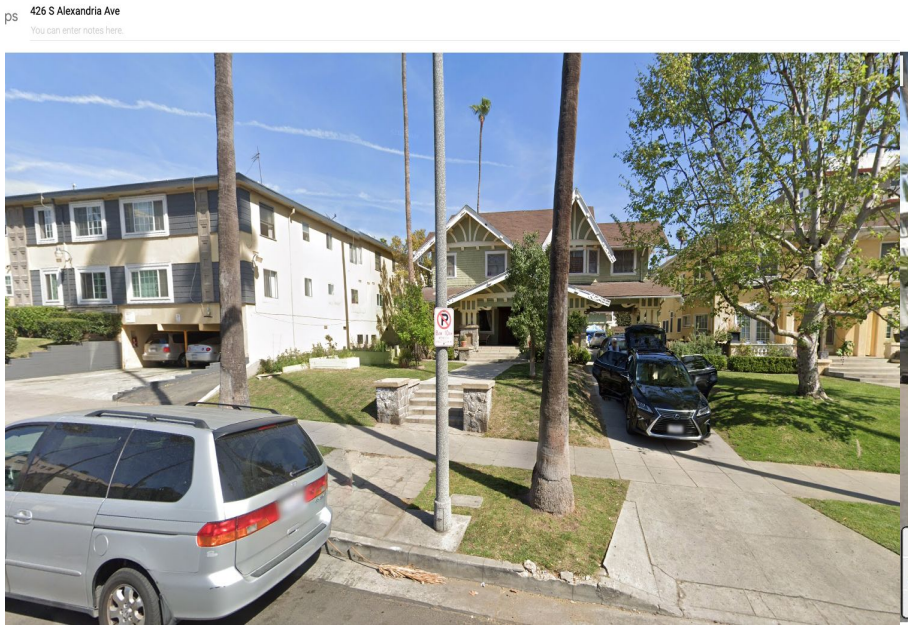
The attached correspondence was submitted by the appellant to "visualize the neighbor concerns." Staff received the correspondence after preparation of the admin report and has not had the opportunity to review or prepare comments. Therefore, if comments are warranted, they will be provided as a blue memo prior to the Council meeting.

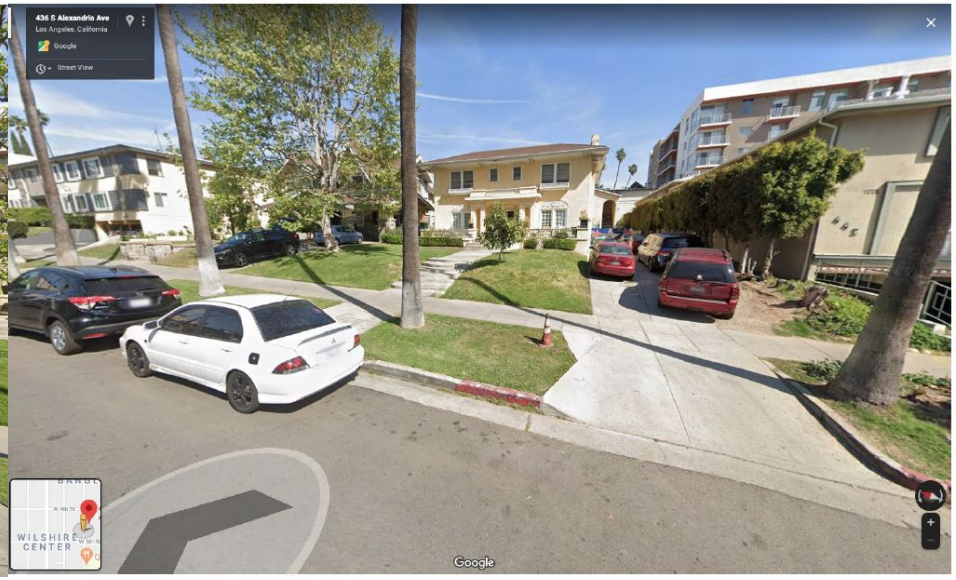
Neighborhood Concerns about
Casa Esperanza Transitional Home at 1421 Panorama Drive

What we know

Casa Esperanza is a local non-profit that started in 2014. They have been fundraising since then and about a year ago approached the homeowner at 1421 Panorama Drive about purchasing the property in an off-market deal.

They are modeling themselves after a transitional home in Los Angeles, called the “Alexandria House”.





Permit Issues at 1421 Panorama Drive

- Two unpermitted garage conversions have occurred under the current homeowner, making the interior living space about 3,812 sq. ft. with 7 bedrooms and 4 bathrooms
  - Original home was 3 bedrooms + office and 3 bathrooms (~2,400 sq. ft.)
  - Permit violations were reported to the City of Bakersfield Code Enforcement (back in September 2020)
  - **The Conditional Use Permit is assuming that Casa Esperanza will be able to permit all of the unpermitted rooms.**

Neighbor Concerns

1. **Number of proposed residents in a single-family home is far greater than any typical home in this neighborhood**

2. **Casa Esperanza plan is actually not closely modeling after Alexandria House, as they state.**

3. **Financial stability of organization to privately raise all of the funding needed to sustain this project/ Inexperience of organization**

4. **Proposed staffing is insufficient for the number of occupants**

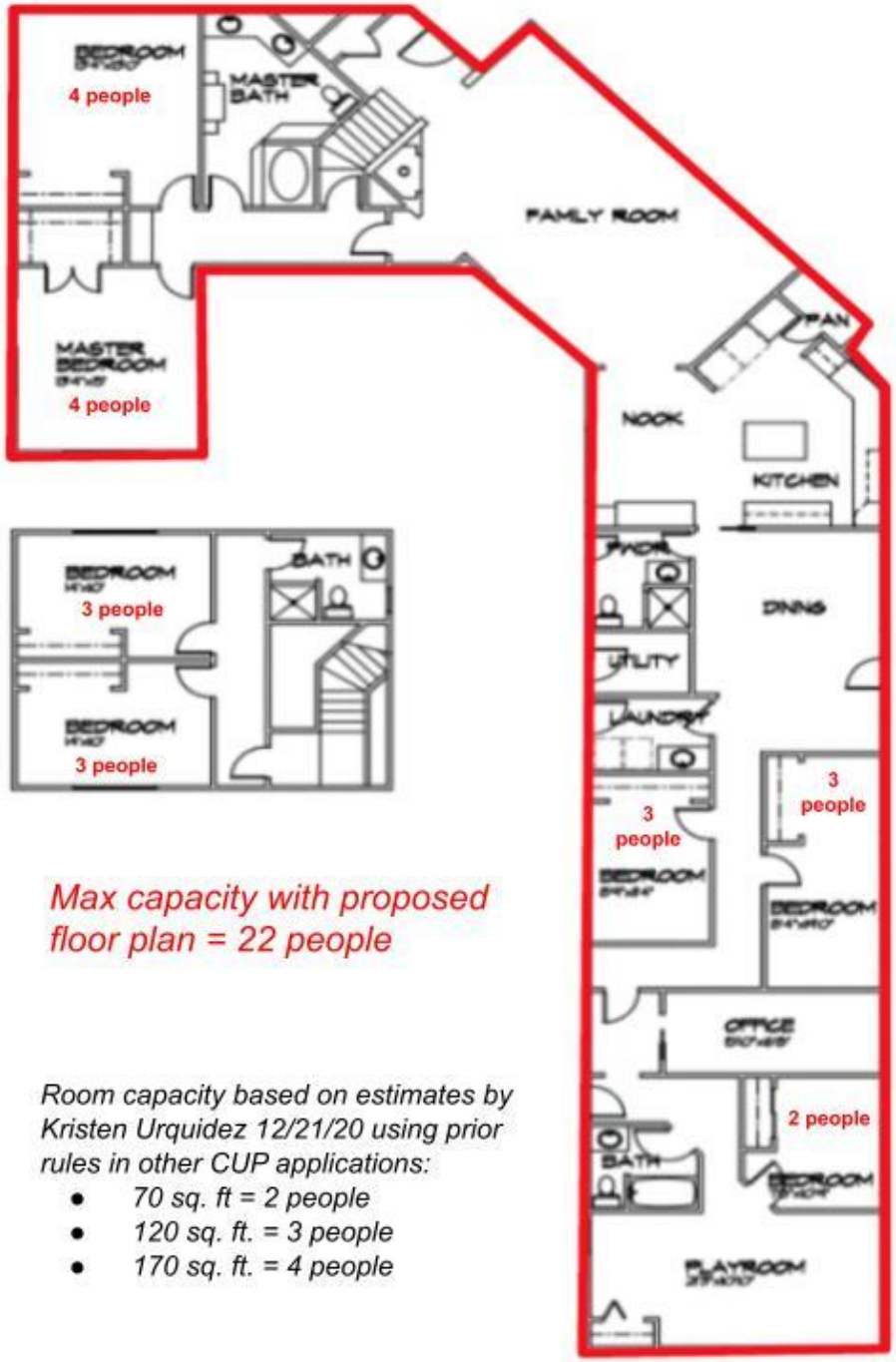
5. **The precedent this project will set for future CUP applications in large homes along Panorama (or really, anywhere in Bakersfield)**

6. **May not qualify as "essential or desirable for the public convenience and welfare" (as required for CUP) when Casa Esperanza refuses to state that these women will all come from Bakersfield**

7. **The assumption that these women will not have cars and will be able to <u>successfully</u> rely on public transportation to get to work, school, and/or childcare providers is a big assumption**

8. **This home will operate as a business, rather than a family home (as it is intended), and will reduce the chance of it ever going back to being used as such if Casa Esperanza is to cease operations in the future.**

1. Number of proposed residents in a single-family home is far greater than any typical home in this neighborhood



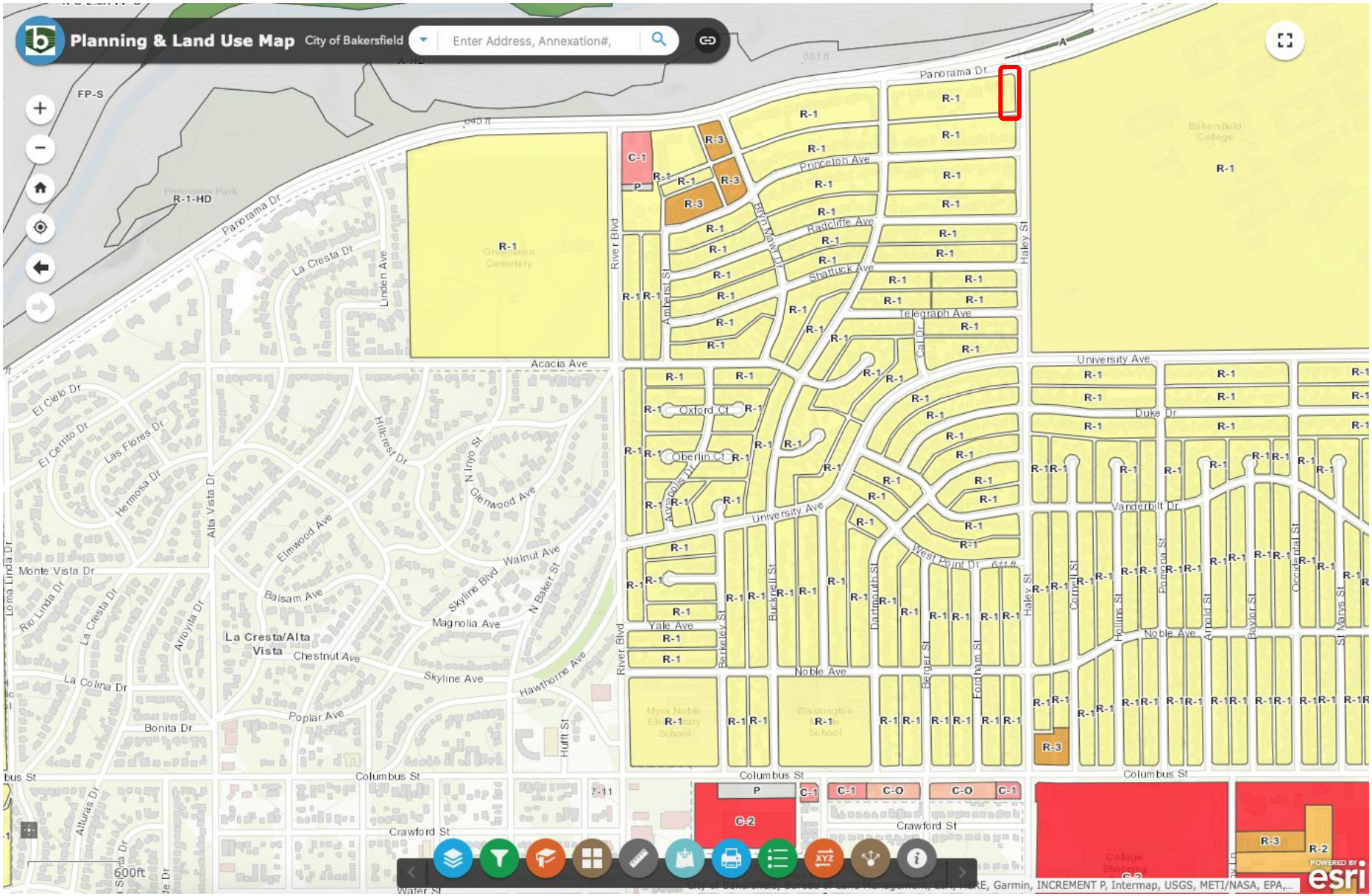
Max capacity with proposed floor plan = 22 people

Room capacity based on estimates by Kristen Urquidez 12/21/20 using prior rules in other CUP applications:

- *70 sq. ft = 2 people*
- *120 sq. ft. = 3 people*
- *170 sq. ft. = 4 people*

2. Casa Esperanza plan is actually not closely modeling after Alexandria House, as they state.

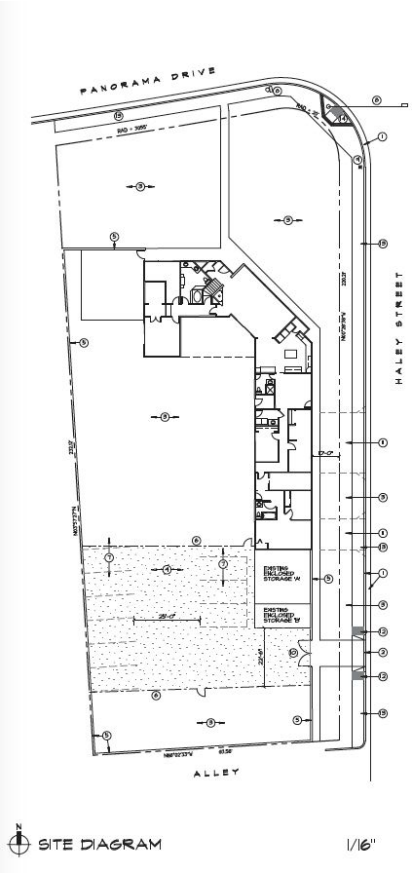
Los Angeles Zoning Map of Alexandria House in Los Angeles (blue outline) - zoned in R4 Multiple Dwelling Zone


Planning & Land Use Map
City of Bakersfield
Enter Address, Annexation#,
Panorama Dr
Princeton Ave
Radcliffe Ave
Shattuck Ave
Telegraph Ave
University Ave
Duke Dr
Vanderbilt Dr
West Point Dr
Noble Ave
Columbus St
Crawford St
Acacia Ave
Oxford Ct
Oberlin Ct
Yale Ave
Panorama Park
Greenlawn Cemetery
Bakersfield College
Myra Noble Elementary School
Washington Middle School
La Cresta/Alta Vista
Monte Vista Dr
Chestnut Ave
Skyline Ave
Magnolia Ave
Walnut Ave
Glenwood Ave
Elmwood Ave
Balsam Ave
Poplar Ave
Hawthorne Ave
Bonita Dr
La Colina Dr
Rio Linda Dr
Las Flores Dr
El Cielo Dr
El Cerrito Dr
Hermosa Dr
Alta Vista Dr
Linden Ave
La Cresta Dr
Hillcrest Dr
N Inyo St
N Baker St
Skyline Blvd
Arroyita Dr
Alturas Dr
Hufft St
Amherst St
Bryn Mawr Dr
Cal Dr
Haley St
Berkeley St
Bucknell St
Dartmouth St
Berger St
Fordham St
Cornell St
Hollins St
Pomona St
Arnold St
Baylor St
Occidental St
St Marys St
Loma Linda Dr
River Blvd
FP-S
R-1-HD
R-1
R-2
R-3
C-1
C-2
C-O
P
600ft
POWERED BY esri

Alexandria House	vs.	**Casa Esperanza**
● Zoned in R-4 multi-family dwelling; surrounded by apartment buildings		● Proposed site is zoned R-1 single-family dwelling; surrounded by single-family homes
● Founder lives in home		● Board members will not be living in home, nor involved in daily activities ○ Staff will be present (M-F from 9am-5pm?) and one staff present 24/7
● House fire in March 2020 damaged 2 floors in Alexandria House		● Plans to install sprinklers

3. Financial stability of organization to privately raise all of the funding needed to sustain this project & inexperience of organization in a similar project

Nicole



VICINITY MAP

PROJECT ANALYSIS

TRACT MAP: TRACT MAP 6919-02 PARCEL 17

ZONE: R-1

ZONING SETBACKS
FRONT YARD 20'-0"
SIDE YARD 5'-0"
SIDE YARD CORNER LOT 10'-0"
REAR YARD 5'-0"

SITE AREA: 20,870 / 0.0473 ACRES

BUILDING AREA:
FIRST FLOOR RESIDENCE +/-1,850 SF
SECOND FLOOR RESIDENCE +/-502 SF
ENCLOSED STORAGE 1A +/-136 SF
ENCLOSED STORAGE 1B +/-112 SF

PROPOSED USE	SQUARE FOOTAGE	PARKING RATIO	REQUIRED PARKING
ROOMING SQUARE	6 BEDS	1 SPACE / BED	6 SPACES
ADVISOR UNIT	1 BED	1 SPACE / BED	1 SPACE
EMPLOYEES	2 STAFF	1 SPACE / EMPLOYEE	2 SPACES
REQUIRED PARKING			9 SPACES
PROVIDED PARKING			9 SPACES

KEYNOTES

1. EXISTING CURB AND GUTTER
2. EXISTING CONCRETE DRIVE BREAK
3. EXISTING LANDSCAPE AREA
4. HATCHED AREA DEPICTS EXTENT OF EXISTING ASPHALT PARKING AREA
5. EXISTING CONCRETE BLOCK WALL
6. EXISTING CHAIN LINK FENCE
7. DASHED LINE DEPICTS FUTURE 9'x19' PARKING STALL PER CITY STANDARDS
8. EXISTING TRAFFIC SIGNAL
9. EXISTING FIRE HYDRANT
10. EXISTING DRIVE GATE
11. EXISTING DRIVE APPROACH TO BE REMOVED
12. NEW TRANSLATED CURB TILES FOR FULL WIDTH OF HALE AT EXISTING DRIVE APPROACH PER CITY STANDARDS
13. NEW SIDEWALK PER CITY STANDARDS-CROSS SLOPE NOT TO EXCEED 2%
14. NEW ACCESSIBLE CURB RAMP PER CITY STANDARDS WITH DETECTABLE WARNING DOME TILES FOR THE FULL WIDTH OF BOTTOM LANDING

<u>Questions remain on budget:</u>

- Home purchase price
- Renovations - budget $100,000?
- Furnishings
- Staff salaries + benefits
- Monthly operating expenses
  - Utilities
  - Food
- Upkeep and unforeseen repairs
- Property Taxes
- No endowment established

Conditions from CUP:

- Install automatic fire sprinklers
- Install sidewalks along Haley and Panorama
- Pave backyard parking lot
- Bring unpermitted rooms up to current building code; apply for permits
- Landscape, according to plans
- **If work drags out because of financial strains and the home is left uninhabited, the chances of vandalism, theft, and squatters will be substantial.**

ZZTJ21B1 BUDGET CASA ESPERANZA Tom James 01/07/2021 8:15 AM

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
10	MOBE	1.000	LS	7,000.00	7,000.00
	MOBE				**$7,000.00**
20	DEMO/GRADE - SW & DRIVES/REPAIR IRRIG CONFLICTS	35.000	CY	500.00	17,500.00
30	F/P/S SW & DRIVES	2,000.000	SF	11.00	22,000.00
40	CURB AND GUTTER	80.000	LF	75.00	6,000.00
50	ADA RAMP	1.000	EA	2,500.00	2,500.00
	MINOR CONC SUBTOTAL				**$48,000.00**
100	EX/GRADE PARKING	5,400.000	SF	2.75	14,850.00
110	AGG BASE PARKING	67.000	CY	200.00	13,400.00
120	HMA PAVE PARKING	100.000	TN	200.00	20,000.00
	PARKING LOT				**$48,250.00**
	Bid Total				**$103,250.00**

Operating as a Business/ lack of business plan

Scott

From Casa Esperanza Operating Statement:

PROGRAM FEES

You will contribute twenty percent (20%) of your income to the Home each month as program fees to help meet operating expenses. Income includes wages, earnings, welfare checks, child support payments, social security and disability payments and any other money You receive. Staff will help you establish a payment schedule.

4. Proposed staffing is insufficient for the number of occupants

During business hours

1 staff: 7 residents

After business hours

1 staff: 21 residents

It is a big task to ask one staff member to monitor the house alone (after business hours) and up to 21 residents

- Take care of household duties
- Manage/delegate household chores
- Run weekly household meetings?
- Manage nightly family dinners?
- Act as security personnel
- Monitor all residents coming and going
    - Monitor visitors
- Monitoring that all residents are adhering to rules
- Mediating any interpersonal conflicts between residents

5. The precedent this project will set for future CUP applications in large homes along Panorama (or really, anywhere in Bakersfield)

Case	Date Considered	Applicant	Facility Name	Facility Address	House Notes	Capacity	Zone	Ward	Status	Notes
06-0230	3/14/2006	Ronald L. Huckaby	"Freedom House"	2309 San Marino Drive	6 bd/3.5 ba/ 2838 sq. ft. ~2 people/bedroom up to 12 res/ 2 staff	12	R-1	6	Approved	Sober Living Facility / Included ZM for reduction in parking (9 spaces to 8)
06-1951	1/9/2007	Rodney Bohannon	A Rose of Sharon	2500 Olmo Court	4 bd.2 2 ba./ 1882 sq. ft. ~3 people/bedroom up to 12 res/ 3 staff	12	R-1	6	Approved	Increase number of residents in a State licensed group home from 6 to 12
06-0981	7/11/2006	Reginald Gridiron		4301 Oceanwood Drive	4 bd./ 2 ba. 2192 sq. ft. ~2 people/bedroom	8	R-1	6	Denied	Increase number of residents in a State licensed group home from 6 to 8
17-0062	5/24/2017	Pinky Linithicumn	Open Hearts	6106 Martinique Court	4 bd./ 2 ba. 1866 sq. ft. ~1.5 people/bedroom	6	R-1	6	Denied	Roominghouse / BZA approved on 4/11/2017 to operate thru October 12, 2017 / Appealed to CC and denied / Included ZM for reduction in parking (4 spaces to 2)
17-0129	5/9/2017	Christy Washington	Heavenly Care #1	123 "O" Street	4 bd./ 2 ba. 1511 sq. ft. ~1 person/bedroom	4	R-1	1	Approved	Roominghouse / Requested 8; approved for 4 with 1 live-in house manager / Included ZM for reduction in parking (4 spaces to 2)
17-0235	8/8/2017	Jacqueline Toomer	Harvard House	3712 Harvard Drive	3 bd./ 2 ba./ 1638 sq. ft. ~2 people/bedroom	6	R-1	3	Approved	Roominghouse
17-0369	11/14/2017	Pedro Arroyo		5700 Carissa Avenue	4 bd./ 2 ba./ 1620 sq. ft. ~2 people/bedroom	8	R-1	2	Withdrawn	Roominghouse / No specific cliental / Withdrawn due to opposition
19-0054	4/9/2019	Pinky Linithicumn		131 N Street	5 bd./ 2 ba./ 2180 sq. ft. ~1.2 people/	6	R-1	2	Approved	Roominghouse

6. May not qualify as "essential or desirable for the public convenience and welfare" (as required for CUP) when Casa Esperanza refuses to state that these women will all come from Bakersfield

Table 1. Kern County Homeless Population on January 24, 2020

By Area and Shelter Status	Adults	Adults w/ Children	Children	Total People	% Change Previous Year	Jan. 2019 Count
Metro Bakersfield-Sheltered	366	64	126	556	+10%	507
Regional Sheltered	8	3	9	20	+11%	18
Total County Sheltered	**374**	**67**	**135**	**576**	**+10%**	**525**
Metro Bakersfield Unsheltered	825	11	6	842	+31%	643
Regional Unsheltered	160	1	1	162	0%	162
Total County Unsheltered	**985**	**12**	**7**	**1,004**	**+25%**	**805**
Total Metro Bakersfield	1,191	75	132	1,398	+22%	1,150
Total Regional (Rural)	168	4	10	182	+1%	180
2020 Combined Total	**1,359**	**79**	**142**	**1,580**	**+19%**	**1,330**
2019 Total	1,115	74	141	1,330	+50%	
2018 Total	715	63	107	885	+9%	
2017 Total	633	62	115	810	-24%	
2016 Total	875	71	121	1,067	+12%	
2015 Total	733	71	150	954	-4%	
2014 Total	725	89	178	992	-14%	
2013 Total	924	79	149	1,152	-20%	
2011 Total	1,220	79	140	1,439	-4%	
2009 Total	1,251	88	160	1,499	-2%	
2007 Total	1,248	97	192	1,537		

7. The assumption that these women will not have cars and will be able to <u>successfully</u> rely on public transportation to get to work, school, and/or childcare providers is a big assumption

- *Community Connections* subsidizes childcare costs for low-income families, but only covers 30 minutes before and after work schedule for travel time

- No vanpool is provided to shuttle kids to school

- Bus schedule may be challenging for cross-town trips or work

8. Even though the developer is a non-profit, this home will operate as a <u>business</u>, rather than a family home (as it is zoned for), and will reduce the chance of it ever going back to being used as such, if Casa Esperanza is to cease operations in the future.

- Striped parking lot in half or rear yard

- From Draft resolution: *" Unless otherwise conditioned, this approval runs with the land and may continue under successive owners provided all the above-mentioned provisions are satisfied."*