



Council Chamber • 336 Pacific Avenue • Shafter, CA 93263

**AGENDA
REGULAR MEETING
SHAFTER CITY COUNCIL
TUESDAY, DECEMBER 20, 2016**

CALL TO ORDER: 7:00 p.m.

ROLL CALL: Mayor Prout
Mayor Pro Tem Florez
Council Member Alvarado
Council Member Colvard
Council Member Espericueta

PLEDGE OF ALLEGIANCE: Mayor Prout

INVOCATION: Council Member Espericueta

APPROVAL OF AGENDA: **ROLL CALL**

PUBLIC COMMENT:

This portion of the meeting is reserved for persons wanting to address the Council on any matter not on this agenda and over which the Council has jurisdiction. Speakers are limited to five minutes. Please state your name and address for the record before making your presentation. The Council may take action to direct the staff to place a matter of business on a future agenda.

MANAGEMENT REPORTS (ORGANIZATIONAL BUSINESS):

1. **CERTIFICATION OF ELECTION NOVEMBER 8, 2016:** a request to adopt Resolution 2499, a Resolution of the City Council of the City of Shafter, Reciting the Fact of the General Municipal Election Held on November 8, 2016, Declaring the Result and Such Other Matters as Provided by Law. (City Manager Hurlbert) **ROLL CALL**
2. **COUNCIL MEMBER OATH OF OFFICE:** Administer the Oath of Office to Council Members Gilbert Alvarado, Manuel Garcia, and Chad A. Givens.(City Manager Hurlbert)
3. **REORGANIZATION AND APPOINTMENTS TO VARIOUS BOARDS:** a request to make nominations and appointments. (City Manager Hurlbert)

CONSENT CALENDAR:

All items on the consent calendar are considered to be routine and non-controversial by staff and will be approved by one motion if no member of the Council or public wishes to comment or ask questions. If comment or discussion is desired by anyone, the item will be removed from the

consent calendar and will be considered in the listed sequence with an opportunity for any member of the public to address the Council concerning the item before action is taken.

ROLL CALL

1. Approval of Payroll: December 15, 2016, December 15, 2016.
2. Approval of General Checks: December 2, 2016, December 15, 2016.
3. Approval of Minutes: December 6, 2016.
4. Approve Proclamation: World AIDS Day 2016.
5. Cancel the regular City Council meeting of January 3, 2017.
6. Accept quote submitted by C&W Construction Specialties to perform guard rail repairs and replacements on Lerdo Highway for a total of \$11,282.

COUNCIL ANNOUNCEMENTS AND REPORTS:

On their own initiative, Council Members may make a brief announcement or a brief report on their own activities. Council Members may ask a question for clarification, make a referral to staff, or take action to have staff place a matter of business on a future agenda. No formal action by the Council will be taken unless an item is identified on the Agenda.

CITY MANAGER COMMENTS AND REPORTS:

MANAGEMENT REPORTS:

4. **SALARY AND BENEFIT PACKAGE-SHAFTER POLICE OFFICERS ASSOCIATION, SHAFTER PUBLIC WORKS EMPLOYEE ASSOCIATION SEIU, AND NONREPRESENTED SHAFTER EMPLOYEES:** a request to 1.) approve the Memorandum of Understanding with the Shafter Public Works Unit SEIU for the period of January 1, 2017 through December 31, 2017 to include a one percent (1%) general salary increase effective January 1, 2017 and one-time, off schedule \$1,000 net compensation, for all bargaining unit positions; 2.) Council approve the Memorandum of Understanding with the Shafter Police Officers Association for the period of January 1, 2017 through December 31, 2017 to include a one percent (1%) general salary increase effective January 1, 2017 and one-time, off schedule \$1,000 net compensation for all bargaining unit positions; and 3.) Council approve the education incentive, vacation balance buy-back program, a one percent (1%) general salary increase effective January 1, 2017, and a one-time off schedule \$1,000 net compensation for non-represented full-time regular employees; and a one percent (1%) general salary increase effective January 1, 2017, and a one-time off schedule net compensation, amount prorated based on hours worked in 2016 through December 15 for part-time employees. (City Manager Hurlbert)

ROLL CALL

5. **VIDEO SURVEILLANCE SYSTEM PROJECT – CONVERGINT TECHNOLOGIES PROFESSIONAL SERVICES AGREEMENT:** a request to authorize the City Manager to finalize negotiations with Convergent Technologies for a professional services agreement to develop a video surveillance system; authorize the City Manager to execute the professional services agreement conditioned on approval by the City Attorney; and authorize the City Manager to execute Task Orders No. 1-4 for the engineering, design and installation work not to exceed \$125,000. (City Manager Hurlbert)

ROLL CALL

6. **TOPOGRAPHIC STUDY FOR IMPROVEMENTS AT CENTRAL VALLEY HIGHWAY INTERSECTION AT LOS ANGELES AVE, SANTA FE WAY, AND BEECH AVE:** a request to authorize Public Works Director to award a topographic study project to Diversified Project Services International, Inc. for a total cost of \$11,800. (City Manager Hurlbert) **ROLL CALL**
7. **INTENTION OF ANNEXATION OF DEVELOPMENTS TO LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. LL002-2005:** a request to adopt Resolution 2500, a Resolution of the City Council of the City of Shafter Declaring Intention to Annex Tract 7033 to Landscaping and Lighting Assessment District No. LL002-2005 (Annexation #1) and to Levy and Collect Assessments on Landscaping and Lighting Assessment District No LL002-2005 Annexation #1 (Tracts 7033) together with Landscaping and Lighting Assessment District No. LL002-2005 (Tract 6301) Commencing Fiscal Year 2018-2019 pursuant to the Landscaping and Lighting Act of 1972 for the Maintenance and Servicing of Lighting and Landscaping and setting the time and place of the hearing on the proposed annexation and proposed Levy and Collection of Assessments. (City Manager Hurlbert) **ROLL CALL**
8. **INFORMATION BULLETIN NO. 16-24: a.** Water System Update.

ORDINANCE

1. **SUBDIVISION ORDINANCE UPDATE:** a request to introduce for second reading by title only, waive reading, and adopt Ordinance 692, an Ordinance of the City Council of the City of Shafter California Adopting the City of Shafter Subdivision Ordinance, Title 16 of the Shafter Municipal Code as provided and attached in Exhibit "A". (City Manager Hurlbert) **ROLL CALL**

RECESS:

CLOSED SESSION

1. **CONFERENCE WITH LABOR NEGOTIATORS:** (Government Code Section 54957.6) Labor Negotiator: City Manager Scott Hurlbert; Employee Organization: Shafter Police Officers Association; Shafter Public Works Employees Unit; Shafter Police Officers Association; and Unrepresented Employees.

ADJOURNMENT:

Pursuant to the Americans with Disabilities Act, if you need special assistance to participate in a City Council Meeting, please contact the City Clerk at (661) 746-5000 at least three (3) days prior to the meeting or time when special services are needed to allow City staff in making reasonable arrangements to provide you with access to the meeting. Any public record, relating to an open session agenda item, that is distributed within 72 hours prior to the meeting is available for public inspection in the City Clerk's Office at Shafter City Hall, 336 Pacific Ave., Shafter, CA 93263. This is to certify that this Agenda notice was posted at City Hall and Police Dept. by 5:00 p.m., December 16, 2016. Yazmina Pallares, S/S, Deputy City Clerk.

December 20, 2016

To Honorable Mayor and Members
of the Shafter City Council

CERTIFICATION OF ELECTION NOVEMBER 8, 2016

The Kern County Elections Department has made available the Statement of Votes Cast during the General Election held November 8, 2016. Attached for Council consideration is a Resolution reciting the fact of the election held on November 8, 2016, declaring the result and such other matters as provided by law.

RECOMMENDATION

Council adopt Resolution 2499, a Resolution of the City Council of the City of Shafter, California, Reciting the Fact of the General Municipal Election held on November 8, 2016, Declaring the Result and Such Other Matters as Provided by Law.

Scott Hurlbert
City Manager

ATTACHMENT

1. Resolution 2499, a Resolution of the City Council of the City of Shafter, California, Reciting the Fact of the General Municipal Election held on November 8, 2016, Declaring the Result and Such Other Matters as Provided by Law.

RESOLUTION NO. 2499

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHAFTER,
CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION
HELD ON NOVEMBER 8, 2016, DECLARING THE RESULT AND SUCH OTHER
MATTERS AS PROVIDED BY LAW**

WHEREAS, a General Municipal Election was held and conducted in the City of Shafter, California, on Tuesday, November 8, 2016, as required by law; and

WHEREAS, notice of the election was given in time, form and manner as provided by law; that voting precincts were properly established; that election officers were appointed and that in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in charter cities; and

WHEREAS, pursuant to Resolution No. 2467 dated June 7, 2016, the Kern County Election Department canvassed the returns of the election and has certified the results to this City Council, the results are received, attached and made a part hereof as "Exhibit A."

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SHAFTER,
CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS
FOLLOWS:**

SECTION 1. That the whole number of votes (ballots) cast in the City was 6,543.

SECTION 2. That the names of persons voted for at the election for Member of the City Council are as follows:

Gilbert T. Alvarado
Manuel Garcia
Chad A. Givens
Fran Florez

SECTION 3. That the number of votes given at each precinct and the number of votes given in the City to each of the persons above named for the respective offices for which the persons were candidates were as listed in Exhibit "A" attached.

SECTION 4. The City Council does declare and determine that Gilbert T. Alvarado was elected as Member of the City Council for the full term of four years, Manuel Garcia was elected as Member of the City Council for the full term of four years, and Chad A. Givens was elected as Member of the City Council for the full term of four years.

SECTION 5. The City Clerk shall enter on the records of the City Council of the City, a statement of the result of the election, showing: (1) The whole number of votes (ballots) cast in

the City; (2) The names of the persons voted for; (3) For what office each person was voted for; (4) The number of votes given at each precinct to each person, (5) The total number of votes given to each person.

SECTION 6. That the City Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Election signed by the City Clerk and authenticated; that the City Clerk shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the office of the City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

SECTION 7. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED THIS 20th DAY OF DECEMBER, 2016.

Cathy L. Prout, Mayor

ATTEST:

Christine Wilson, City Clerk

KERN COUNTY ELECTION RESULTS

NOVEMBER 8, 2016 CONSOLIDATED PRESIDENTIAL GENERAL ELECTION

Official Final Results as of 12/1/2016 11:21:17 AM

CITY OF SHAFTER COUNCILMEMBER - Vote For 3

Completed Precincts: 15 of 15

GILBERT T. ALVARADO

MANUEL GARCIA

CHAD A. GIVENS

FRAN FLOREZ

VOTE COUNT	PERCENTAGE
1909	29.18%
1818	27.79%
1434	21.92%
1382	21.12%

December 20, 2016

To Honorable Mayor and Members
of the Shafter City Council

COUNCIL MEMBER OATH OF OFFICE

Clerk to administer the Oath of Office to Council Members Gilbert Alvarado, Manuel Garcia, and Chad Givens.

Following Oath, Council Members Alvarado, Garcia, and Givens assume seats vacated by Jack “Woody” Colvard and Fran Florez at the Dais.

Scott Hurlbert
City Manager

ATTACHMENT

1. Oaths of Office

*Oath or Affirmation
of Allegiance for
Public Officers and Employees*

*State of California
County of Kern
City of Shafter*

*The Execution of this Oath is required by Article XX, Section 3,
of the Constitution of the State of California.*

*I, Gilbert T. Alvarado, do solemnly affirm that I will support
and defend the Constitution of the United States and the
Constitution of the State of California against all enemies, foreign and
domestic; that I will bear true faith and allegiance to the Constitution
of the United States and the Constitution of the State of California;
that I take this obligation freely, without any mental reservation or
purpose of evasion; and that I will well and faithfully discharge the
duties upon which I am about to enter.*

*Subscribed and sworn to before me this 20th day of December,
2016.*

*Christine Wilson, City Clerk
Officer Administering Oath*

Gilbert T. Alvarado, Council Member

*Oath or Affirmation
of Allegiance for
Public Officers and Employees*

*State of California
County of Kern
City of Shafter*

*The Execution of this Oath is required by Article XX, Section 3,
of the Constitution of the State of California.*

*I, Manuel Garcia, do solemnly affirm that I will support and
defend the Constitution of the United States and the Constitution of
the State of California against all enemies, foreign and domestic; that
I will bear true faith and allegiance to the Constitution of the United
States and the Constitution of the State of California; that I take this
obligation freely, without any mental reservation or purpose of
evasion; and that I will well and faithfully discharge the duties upon
which I am about to enter.*

*Subscribed and sworn to before me this 20th day of December,
2016.*

*Christine Wilson, City Clerk
Officer Administering Oath*

Manuel Garcia, Council Member

*Oath or Affirmation
of Allegiance for
Public Officers and Employees*

*State of California
County of Kern
City of Shafter*

*The Execution of this Oath is required by Article XX, Section 3,
of the Constitution of the State of California.*

*I, Chad A. Givens, do solemnly affirm that I will support and
defend the Constitution of the United States and the Constitution of
the State of California against all enemies, foreign and domestic; that
I will bear true faith and allegiance to the Constitution of the United
States and the Constitution of the State of California; that I take this
obligation freely, without any mental reservation or purpose of
evasion; and that I will well and faithfully discharge the duties upon
which I am about to enter.*

*Subscribed and sworn to before me this 20th day of December,
2016.*

*Christine Wilson, City Clerk
Officer Administering Oath*

Chad A. Givens, Council Member

December 20, 2016

To Honorable Mayor and Members
of the Shafter City Council

To Honorable Chairman and Board Members
of the Shafter Industrial Development Authority

To Honorable President and Board Members
of the Shafter Civic Improvement Corporation

To Honorable President and Board Members
of the City Charitable Purpose Foundation

REORGANIZATION AND APPOINTMENTS TO VARIOUS BOARDS:

1. **City Council**

- a. Mayor (Nominations made to the City Manager)
- b. Mayor Pro Tem (Nominations made to the Mayor)

2. **Shafter Industrial Development Authority** (Nominations made to the Mayor)

- a. Chairperson
- b. Vice Chairperson
- c. Secretary (Appointment of City Clerk)
- d. Treasurer (Appointment of Administrative Services Director)

3. **Shafter Civic Improvement Corporation** (Nominations made to the Mayor)

- a. President
- b. Vice President
- c. Secretary (Appointment of City Clerk)
- d. Treasurer (Appointment of Administrative Services Director)

4. **City Charitable Purpose Foundation** (Nominations made to the Mayor)

- a. President
- b. Vice President
- c. Secretary (Appointment of City Clerk)
- d. Treasurer (Appointment of Administrative Services Director)

5. **Kern Council of Governments** (Mayor ask for volunteers and make appointment)

- a. Board Member (Appointment)
- b. First Alternate (Appointment)
- c. Second Alternate (Appointment)

6. **San Joaquin Valley Air Pollution Control District City Selection Committee** (Mayor ask for volunteers and make appointment)
 - a. Board Member (Appointment)
 - b. First Alternate (Appointment)
 - c. Second Alternate (Appointment)

7. **Association of California Cities Allied with Public Safety (ACAAPS):** (Mayor ask for volunteers and make appointment)
 - a. Board Member (Appointment)
 - b. First Alternate (Appointment)
 - c. Second Alternate (Appointment)

RECOMMENDATION

Each Board make nominations and appointments.

Scott Hurlbert
City Manager

12/15/2016 to 12/15/2016-S Cycle s

EARNINGS SECTION				DEDUCTIONS SECTION				LEAVE SECTION				
Type	Hours/units	Rate	Amount Src	Plan	Base Wages	Deduction	Benefit/Cont	LvPlan	Accrued	Taken	Banked	Lost
Grand Totals				Employees: 34								
spof	1,524.75		63,147.90	fica	46,470.55	2,881.19	2,881.19	sick		1,476.75		
				fw	63,147.90	15,787.05						
				mocr	63,147.90	915.71	915.71					
				sdi	40,589.42	365.24						
				sw	63,147.90	4,167.80						
Grand Totals	<u>1,524.75</u>		<u>63,147.90</u>			<u>24,116.99</u>	<u>3,796.90</u>					
									Gross:		63,147.90	
									Net:		39,030.91	

<< No Errors / No Warnings >>

APPROVED BY:



Payroll Processing Report
City of Shafter
12/1/2016 to 12/15/2016-1 Cycle s

EARNINGS SECTION					DEDUCTIONS SECTION				LEAVE SECTION				
Type	Hours/units	Rate	Amount	Src	Plan	Base Wages	Deduction	Benefit/Cont	LvPlan	Accrued	Taken	Banked	Lost
Grand Totals					Employees: 206								
a	114.46				125chd		227.27		comp		262.48	228.00	
arb			74.45		125ci		72.51		compm		110.00	110.38	
bank	198.75				125ins		3,919.58		compx		130.50	15.75	
bl1			2,080.00		125med		1,256.84		flt2		161.00		
bl2			1,178.98		125tax		52.42		flt3		40.00		
bl3			87.00		capepw	26,430.00	396.48		holiday			212.50	
bl5			35.25		dntlfc		3,665.82		ptsick	25.32	17.25		
bnk1	56.00				dntlup		38.16		sick	704.00	735.32		
car			1,450.00		fica	469,863.85	29,131.72	29,131.72	vac	3.33	4.00		
comp	502.98				fw	493,383.77	51,444.24		vac-00	513.74	680.93		6.56
crtw			214.61		garadm		10.00		vac3	186.62	178.00		
ctot	13.00		630.05		garn	2,386.15	2,301.44		vacpd	6.67			
edaa			499.55		garn2		337.50		vchpd	7.34			
edba			1,297.17		garsp3	2,128.08	194.00		vmgr00	64.33	96.00		
flt	201.00				gym		196.00		vmgr3	64.99	102.00		12.66
hol	753.00		25,293.88		icma		9,318.75						
hols	283.00		6,078.50		krun		1,250.62						
llif			950.93		life	521,521.57							
opt			3,883.00		mdcr	514,102.07	7,454.56	7,454.56					
ot	935.00		35,183.98		meal		176.00						
pda			1,816.67		med250		4,300.00						
perm			11,139.10		pers	473,670.45	13,739.59	64,206.25					
perm2			153.01		rsa		9,025.31	1,059.00					
pgr			108.33		scoa		940.00						
phn			160.68		sdi	454,091.00	4,087.02						
pst1			1,400.00		spoa		1,040.00						
pst2			487.50		sw	492,432.84	18,424.81						
pt	614.50		11,572.74		ui		7,889.14	433.92					
rprof	124.00		9,025.31		wc	539,965.83		36,358.17					
rpt	209.00		2,996.73										
rtro	74.07		1,708.56										
rtrp			100.33										
sal	15,399.45		420,947.06										
sala	-69.58		-1,572.37										
sav1	73.00												
sav2	93.00												
sick	628.57												
tpt	126.00		1,813.39										
vac	1,060.93												
wc	69.58		1,572.37										

12/1/2016 to 12/15/2016-1 Cycle s

EARNINGS SECTION					DEDUCTIONS SECTION				LEAVE SECTION				
Type	Hours/units	Rate	Amount	Src	Plan	Base Wages	Deduction	Benefit/Cont	LvPlan	Accrued	Taken	Banked	Lost
Grand Totals	21,459.71		539,965.83				163,000.64	138,643.62					
										Gross:	539,965.83		
										Net:	376,965.19		

<< No Errors / 24 Warnings >>

APPROVED BY:



Bank code : 06

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
124734	12/2/2016	0001654 BROWN, MARK	PER DIEM		PER DIEM- CAL/OSHA COMPLIANCE 530-70-320-5180	21.00
Total :						21.00
124735	12/2/2016	0007536 IBARRA, MARCELINO	PER DIEM		PER DIEM- CAL/OSHA COMPLIANCE 530-70-320-5180	21.00
Total :						21.00
124736	12/2/2016	0000261 PETTY CASH	30768		NOTARY PHOTO - R.G. 010-60-210-5180	15.00
			30769		GATE FUNDS: #AX3968 571-1101-20	200.00
			30770		GATE FUNDS: #AZ7117, F46026 571-1101-20	400.00
			30771		GATE FUNDS: AL0036, AS9238, AM1141 571-1101-20	600.00
			30772		WATER DEPOSIT REFUND: 160 W ORA 530-1001-00	122.38
			30773		MAYOR & MANAGERS MEETING 010-10-100-5180	38.00
			30774		GATE MONEY: #BA1999, AW5822, AY17: 571-1101-20	600.00
			30775		WATER DEPOSIT REFUND: 263 RODRI 530-1001-00	159.72
			30776		PARADE SUPPLIES 010-60-230-5110	154.51
			30777		WATER DEPOSIT REFUND: 465 CALLO 530-1001-00	62.78
			30778		SHIPPING BOXES- RIFLES 010-60-210-5100	20.75
			30779		GATE MONEY # AI2364, AZ9878 571-1101-20	400.00
			30780		WATER DEPOSIT REFUND: 471 W LERI 530-1001-00	111.50
			30781		COMPRESSOR FOR WATER DEPT 530-70-320-5160	33.09

Bank code : 06

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
124736	12/2/2016	0000261	0000261 PETTY CASH		(Continued)	Total : 2,917.73
3 Vouchers for bank code : 06						Bank total : 2,959.73
3 Vouchers in this report						Total vouchers : 2,959.73

This voucher register approved by the City Council for the period and amount herein referenced.

CERTIFIED BY

MAYOR _____

MEMBER _____

MEMBER _____

MEMBER _____

MEMBER _____

Bank code : 06

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
97	12/15/2016	0000017 INTERNAL REVENUE SERVICE	Ben411267		FICA: PAYMENT 010-2145-41 010-2145-40 010-2145-42	64,025.82 67,231.29 16,740.54 Total : 147,997.65
98	12/15/2016	0000144 ST OF CA EDD	Ben411269		CASDI: PAYMENT 010-2145-56 010-2145-44 010-2145-43	433.92 4,452.26 22,592.61 Total : 27,478.79
124737	12/6/2016	0001406 APT US&C	DEBT POLICY 2016		2016 DEBT POLICY REVIEW & CERTIFI 010-20-140-5220	200.00 Total : 200.00
124738	12/20/2016	0000057 ABATE-A-WEED	722964 726103 726104		SUPPLIES 010-70-270-5110 CABLE 010-70-270-5110 RAKE, CATCHY CAN 010-70-270-5110	616.89 45.77 254.03 Total : 916.69
124739	12/20/2016	0006785 ALCO TARGET COMPANY INC	61360		MCCF TARGETS FOR RANGE 571-80-380-5110	258.36 Total : 258.36
124740	12/20/2016	0013667 ALL IN ONE VACUUM	913855		VACUUM CLEANER BAGS 571-80-380-5119	498.26 Total : 498.26
124741	12/20/2016	0013236 AMBER CHEMICAL INC	0339468-IN 0339626-IN		HYPOCHLORITE SOLUTIONS 530-70-320-5110 HYPOCHLORITE SOLUTIONS 530-70-320-5110	633.18 266.60

Bank code : 06

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
124741	12/20/2016	0013236 AMBER CHEMICAL INC	(Continued)			
			0339706-IN		HYPOCHLORITE SOLUTIONS 530-70-320-5110	766.48
			0339872-IN		HYPOCHLORITE SOLUTIONS 530-70-320-5110	249.94
Total :						1,916.20
124742	12/20/2016	0001394 AMERICAN BUSINESS MACHINES	300135		MCCF REPORT WRITING RM COPIER C 571-80-380-5100	124.24
			301434		MCCF MEDICAL COPIER CONTRACT 571-80-380-5117	69.61
			301436		CITY HALL COPIER EXPENSE C7260 640-00-400-5150	896.73
			302227		IT COPIER EXPENSE C2020 650-00-500-5220	61.82
			302229		FIN COPIER EXPENSE C5235 010-20-140-5150	90.09
			302251		REPORT WRITING RM COPIER CONTR 571-80-380-5100	84.36
Total :						1,326.85
124743	12/20/2016	0001183 AMERICAN REFUSE	6C100018		RECYCLING: SIERRA VISTA MOBILE HC 525-70-300-5222	1,272.78
			6C114464		RECYCLING: CASA AMELIA CADENA 525-70-300-5222	120.00
			6C114465		RECYCLING: PACIFIC TIRE 525-70-300-5222	40.00
			6C114466		RECYCLING: CITY OF SHAFTER ALLEY 525-70-300-5222	120.00
			6C114467		RECYCLING: LITTLE CAESARS 525-70-300-5222	40.00
			6C114468		RECYCLING: MEYERS BIG STOP 525-70-300-5222	160.00
			6C114469		RECYCLING: SHAFTER 99 CENT STOR 525-70-300-5222	75.00
			6C114470		RECYCLING: AM/PM MINI MART 525-70-300-5222	75.00

Bank code : 06

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
124743	12/20/2016	0001183 AMERICAN REFUSE	(Continued)			
			6C114471		RECYCLING: LA FUENTE MEAT MKT 525-70-300-5222	75.00
			6C114472		RECYCLING: FIREHOUSE PIZZA 525-70-300-5222	40.00
			6C114473		RECYCLING: LA FAVORITA MKT 525-70-300-5222	40.00
			6C114474		RECYCLING: LA FONDA 525-70-300-5222	80.00
			6C114475		RECYCLING: GLAD RAGS IN THE ALLE 525-70-300-5222	40.00
			6C114476		RECYCLING: SHELL/SUBWAY 525-70-300-5222	40.00
			6C114477		RECYCLING: DEL TACO 525-70-300-5222	40.00
			6C114478		RECYCLING: JIFFY STORE 525-70-300-5222	70.00
			6C114479		RECYCLING: HITCHCOCKS 525-70-300-5222	40.00
			6C114480		RECYCLING: SIERRA VISTA MOBILE PA 525-70-300-5222	120.00
					Total :	2,487.78
124744	12/20/2016	0000081 ARAMARK UNIFORM SERVICES	601157596		MATS- AC 010-60-230-5150	80.79
			601164940		MATS- AC 010-60-230-5150	91.79
			601172306		MATS- AC 010-60-230-5150	84.84
			601179679		MATS 010-60-230-5150	96.39
			601186226		MATS- SHOP 641-70-420-5200	122.32
			601186239		MATS 640-00-400-5200	74.54
					010-10-100-5110	72.63
					010-10-110-5110	72.63

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124744	12/20/2016	0000081 ARAMARK UNIFORM SERVICES	(Continued)			
			601186240		MATS- CH	
					640-00-400-5200	35.70
			601186969		MATS- AC	
					010-60-230-5150	84.84
			601193522		MATS- SHOP	
					641-70-420-5200	138.82
			601193535		MATS LC	
					010-10-115-5200	30.45
			601194296		MATS- AC	
					010-60-230-5150	96.39
			601200834		MATS- SHOP	
					641-70-420-5200	122.32
			601200847		MATS	
					640-00-400-5200	74.54
					010-10-100-5110	72.63
					010-10-110-5110	72.63
			601200848		MATS- CH	
					640-00-400-5200	35.70
					Total :	1,459.95
124745	12/20/2016	0000003 AT&T	1076DEC16		PHONE CHARGES	
					530-70-320-5120	32.92
			1077DEC16		PHONE CHARGES	
					530-70-320-5120	32.92
			1079DEC16		PHONE CHARGES	
					530-70-320-5120	33.42
			2576NOV16		PHONE CHARGES	
					010-60-210-5120	149.58
			3228DEC16		PHONE CHARGES	
					530-70-320-5120	44.93
			7026NOV16		PHONE CHARGES	
					571-80-380-5120	148.57
					Total :	442.34
124746	12/20/2016	0000338 AT&T	0602101468		CLETS	
					010-60-210-5225	375.80

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124746	12/20/2016	0000338 0000338 AT&T	(Continued)			Total : 375.80
124747	12/20/2016	0012466 AT&T CALNET 3	2252NOV16		PHONE CHARGES 010-60-210-5120	164.83
			2255NOV16		PHONE CHARGES 520-70-310-5120	19.75
			2257NOV16		PHONE CHARGES 530-70-320-5120	20.29
			2264NOV16		PHONE CHARGES 010-60-210-5120	341.89
					Total :	546.76
124748	12/20/2016	0013686 AVENDANO, CRISTINA M	DEP REFUND		WATER DEPOSIT REFUND: 155 E ASH # 530-1001-00	65.06
					Total :	65.06
124749	12/20/2016	0000085 B & B SURPLUS INC	893541		SUPPLIES FOR YARD BENCHES 571-80-380-5152	107.50
			896036		KITCHEN SAFETY RAMP 571-80-380-5152	127.28
					Total :	234.78
124750	12/20/2016	0004322 B A R C	INV0076533		RECYCLING: GLOBAL FABRICATORS 525-70-300-5222	286.00
			INV0077156		RECYCLING: FLOYDS 525-70-300-5222	152.60
			INV0077161		RECYCLING: GLOBAL FABRICATORS 525-70-300-5222	163.95
			INV0077283		RECYCLING: CITY HALL 525-70-300-5222	101.92
			INV0077287		RECYCLING: RICHLAND CHEVROLET 525-70-300-5222	132.70
					Total :	837.17
124751	12/20/2016	0000091 B C LABORATORIES INC	B251889		WELL 14 GAC 530-70-320-5220	1,350.00
					Total :	1,350.00

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124752	12/20/2016	0013668 BAG-A-NUT	21756-GSAC		MCCF RANGE AMMO COLLECTOR 571-80-380-5110	529.99
					Total :	529.99
124753	12/20/2016	0000044 BARKER INC, BOB	UT1000401379		TOOTHPASTE, SOAP FOR INMATES 571-80-380-5110 571-80-380-5115	460.53 192.43
					Total :	652.96
124754	12/20/2016	0000097 BEST BEST & KRIEGER LLP	783432		LEGAL SERVICES 010-10-130-5221	3,701.65
			783433		LEGAL SERVICES 010-10-130-5221	185.50
			783819		LEGAL SERVICES 010-10-130-5220 010-20-140-5220 010-30-240-5220 010-10-130-5220 530-70-320-5220 571-80-380-5220 010-70-290-5220 525-70-300-5220 010-10-110-5220	2,314.85 3,239.03 2,350.00 3,623.57 375.00 795.00 164.50 47.00 1,950.00
			784996		LEGAL SERVICES 010-10-130-5220 010-20-140-5220 010-30-240-5220 010-10-130-5220 010-10-130-5221 010-10-130-5220 550-75-350-5222 010-10-130-5220 010-70-290-5220 575-75-390-5221 525-70-300-5220	762.55 300.00 752.00 9,400.14 470.00 411.22 350.00 2,006.46 470.00 423.00 47.00
			785073		LEGAL SERVICES 010-10-130-5221	9,607.01

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124754	12/20/2016	0000097 0000097 BEST BEST & KRIEGER LLP	(Continued)			Total : 43,745.48
124755	12/20/2016	0005153 BRIGHT HOUSE NETWORKS LLC	0035863361-02-001		INTERNET SVC- C.P.	
			064055202111216		010-10-100-5120	58.30
			064056302112416		PD INTERNET SVC	
					650-00-500-5125	1,313.30
			0645414011111016		INTERNET SVC CH	
					640-00-400-5120	73.71
					INTERNET SVC PW	
					641-70-420-5120	49.25
					Total :	1,494.56
124756	12/20/2016	0007626 BROWNELL'S INC	13263253.00		RANGE SUPPLIES	
					010-60-210-5110	164.17
					Total :	164.17
124757	12/20/2016	0000109 BURKE FORD, JIM	1178499		MCCF REPAIRS ON VAN #106	
			1180380		571-80-380-5160	115.30
			1182145		PART	
			1182370		010-70-290-5160	119.89
			147462C		GLASS	
					010-70-290-5160	150.26
					WHEEL	
					010-60-210-5160	140.51
					OIL CHANGE	
					010-60-210-5160	44.88
					Total :	570.84
124758	12/20/2016	0000387 BURNETT, DIANA L	PER DIEM		PER DIEM- TLO INTERMEDIATE	
					010-60-210-5180	42.00
					Total :	42.00
124759	12/20/2016	0007613 CA STATE DISBURSEMENT UNIT	29-228301		GARNISHMENT #29-228301	
					010-2145-49	745.00
					Total :	745.00
124760	12/20/2016	0007613 CA STATE DISBURSEMENT UNIT	2-1795192		GARNISHMENT #2-1795192	
					010-2145-49	299.37

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124760	12/20/2016	0007613	0007613 CA STATE DISBURSEMENT UNIT	(Continued)		Total : 299.37
124761	12/20/2016	0007613	CA STATE DISBURSEMENT UNIT	3-4115254	GARNISHMENT #3-4115254 010-2145-49	251.57 Total : 251.57
124762	12/20/2016	0007613	CA STATE DISBURSEMENT UNIT	2-1636247	GARNISHMENT #2-1636247 010-2145-49	200.50 Total : 200.50
124763	12/20/2016	0007613	CA STATE DISBURSEMENT UNIT	2-1118535	GARNISHMENT #2-1118535 010-2145-49	158.00 Total : 158.00
124764	12/20/2016	0007613	CA STATE DISBURSEMENT UNIT	3-2736536	GARNISHMENT #3-2736536 010-2145-49	154.00 Total : 154.00
124765	12/20/2016	0007613	CA STATE DISBURSEMENT UNIT	2-1428757	GARNISHMENT #2-1428757 010-2145-49	118.50 Total : 118.50
124766	12/20/2016	0007613	CA STATE DISBURSEMENT UNIT	2-1695467	GARNISHMENT #2-1695467 010-2145-49	112.50 Total : 112.50
124767	12/20/2016	0007613	CA STATE DISBURSEMENT UNIT	2-1662682	GARNISHMENT #2-1662682 010-2145-49	12.50 Total : 12.50
124768	12/20/2016	0001358	CALIFORNIA PRISON, INDUSTRY AUTHORIT	726906	INMATE SHOES 571-80-380-5115	1,452.33 Total : 1,452.33
124769	12/20/2016	0013238	CALPERS	100000014874213	DEC 2016 UAL 010-20-140-4050	37.41 Total : 37.41

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124770	12/20/2016	0006204 CENTRAL SANITARY SUPPLY	15040		CREDIT - JANITORIAL SUPPLIES	
			737600		571-80-380-5119 LAUNDRY SUPPLIES	-406.33
			752299		571-80-380-5116 LAUNDRY SUPPLIES	587.61
			753821		571-80-380-5116 JANITORIAL SUPPLIES	587.61
			753822		571-80-380-5119 JANITORIAL SUPPLIES	81.01
			753830		571-80-380-5119 JANITORIAL SUPPLIES	1,863.36
			754104		571-80-380-5119 LAUNDRY SUPPLIES	72.62
					571-80-380-5116	587.61
					Total :	3,373.49
124771	12/20/2016	0006513 CENTRAL VALLEY OCCUPATIONAL	00093394-00		PRE-EMPLOYMENT LABORER D.F.	
					641-70-420-5250	15.00
			0009723500		571-80-380-5250 TRANSIT- A.G.	423.00
					535-20-330-5220	15.00
					Total :	453.00
124772	12/20/2016	0000026 CHEVRON	0651287		FUEL TRAINING	
			3651693		571-80-380-5160 FUEL- SUPERVISOR TRAINING Y.P.	34.71
			8948805		010-10-110-5160 FUEL- TRAINING	36.01
					571-80-380-5160	33.19
					Total :	103.91
124773	12/20/2016	0011942 CITRIX ONLINE LLC	1206565145		GOTOMEETING/MYPC SVCS	
					650-00-500-5125	202.25
					Total :	202.25
124774	12/20/2016	0000041 COCA COLA REFRESHMENTS	0817055714		SERT SODA MACHINE	
					010-2151-70	599.64

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124774	12/20/2016	0000041 COCA COLA REFRESHMENTS	(Continued) 0827309511		SERT SODA MACHINE 010-2151-70	586.03
					Total :	1,185.67
124775	12/20/2016	0005006 COMMUNITY ACTION PARTNERSHIP	1617-05		NOVEMBER 2016 010-10-280-5190	4,166.67
					Total :	4,166.67
124776	12/20/2016	0000123 CONSOLIDATED ELECTRICAL DIST	0351-554651		STORE ROOM LIGHTING 571-80-380-5152	95.68
					Total :	95.68
124777	12/20/2016	0010269 CORELOGIC INC	81750568		REAL QUEST MAPS 010-50-250-5170	200.00
					Total :	200.00
124778	12/20/2016	0000126 COSTCO #7003-7310-0005-0445	632300006014 633600005836		APPRECIATION DINNER DESSERTS 010-10-110-5446 SUPPLIES 010-60-210-5100	144.91 139.32
					Total :	284.23
124779	12/20/2016	0005303 CULLIGAN WATER CONDITIONING	12012016 83513		COOLER RENTAL 010-60-230-5110 WATER 010-60-230-5110	12.00 46.75
					Total :	58.75
124780	12/20/2016	0011656 CUMMINS PACIFIC LLC	026-35298 026-36066		FANUCCHI TOWER & CORP YARD GEN 641-70-420-5200 640-00-400-5200 7TH STANDARD/FANUCCHI TOWER, C 641-70-420-5200 640-00-400-5200	61.90 61.90 165.58 165.58
					Total :	454.96
124781	12/20/2016	0012562 CVIN VAST NETWORKS	7529		DECEMBER NETWORK MGMT SVCS	

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124781	12/20/2016	0012562 CVIN VAST NETWORKS	(Continued)		550-75-350-5211	7,500.00
					Total :	7,500.00
124782	12/20/2016	0007534 D & D SERVICES INC	37655		NOVEMBER SVC 010-60-230-5110	315.00
					Total :	315.00
124783	12/20/2016	0013582 DACIO, RUBY E	NOVEMBER 2016		DENTAL SERVICES FOR INMATES FOR 571-80-380-5121	9,000.00
					Total :	9,000.00
124784	12/20/2016	0010809 DAVID STEVENS WELDING	1458		REPAIR FENCE AT 604 CAMP 525-70-300-5110	350.00
					Total :	350.00
124785	12/20/2016	0000141 DOWNS EQUIPMENT RENTAL	472077		MOTORGRADER RENTAL 010-70-290-5110	1,497.75
					Total :	1,497.75
124786	12/20/2016	0012200 EGGLESTON, JAMES	120616		EDUCATION PARTNERSHIP-NOVEMBE 010-10-115-5220	472.77
					Total :	472.77
124787	12/20/2016	0011911 ENGEL, GARY	11302016		BACKGROUNDS-NOV 010-60-210-5250	3,035.95
					Total :	3,035.95
124788	12/20/2016	0000151 ENTENMANN-ROVIN COMPANY	0122531-IN		BADGE WALLET 010-60-210-5110	47.86
					Total :	47.86
124789	12/20/2016	0011761 EXACT STAFF INC	132844		MCCF TEMP CLERK 571-80-380-5100	588.00
			133091		MCCF TEMP CLERK 571-80-380-5100	573.30
			133527		MCCF TEMP CLERK 571-80-380-5100	352.00

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124789	12/20/2016	0011761 EXACT STAFF INC	(Continued) 133982		MCCF TEMP CLERK 571-80-380-5100	235.20
Total :						1,748.50
124790	12/20/2016	0000159 FEDEX	777619291406		EXPRESS MAIL 010-60-210-5130	40.87
			777673791304		EXPRESS MAIL 010-40-160-5130	57.45
			777687888384		EXPRESS MAIL 010-20-140-5130	43.59
Total :						141.91
124791	12/20/2016	0005903 FERGUSON ENTERPRISES INC #1423	1231031		BALL CURB, PUMP 530-70-320-5110	1,133.55
			1232153		WATER REPAIRS ON SHAFTER AVE 530-70-320-5110	5,421.14
			3936890-1		PLUMBING PARTS 571-80-380-5152	68.25
Total :						6,622.94
124792	12/20/2016	0012171 FGL ENVIRONMENTAL	644435A		BACTERIOLOGICAL TESTING WEEKLY 530-70-320-5220	280.00
			644437A		DISINFECTING BYPRODUCT 530-70-320-5220	853.00
			644447A		BACTERIOLOGICAL TESTING WEEKLY 530-70-320-5220	390.00
			644455A		WELL 16 530-70-320-5220	238.00
			644458A		MONTHLY WELL TESTING 530-70-320-5220	891.00
			644477A		DISINFECTING BYPRODUCT 530-70-320-5220	200.00
			644527A		BACTERIOLOGICAL TESTING WEEKLY 530-70-320-5220	280.00
			644528A		WEEKLY NITRATES 530-70-320-5220	195.00

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124792	12/20/2016	0012171 FGL ENVIRONMENTAL	(Continued) 644621A		BACTERIOLOGICAL TESTING WEEKLY 530-70-320-5220	280.00
			644722A		BACTERIOLOGICAL TESTING WEEKLY 530-70-320-5220	280.00
Total :						3,887.00
124794	12/20/2016	0000001 FLOYD'S STORES, INC	253670		ADOPT A FAMILY TREE STAND 010-10-110-5446	34.39
			405177		WIRE CONNECTOR RED 010-70-270-5110	16.11
			405391		PLIER, CONCRETE MIX 010-70-290-5110	31.35
			405421		LED BULB, GFCI COVER 010-70-270-5110	16.10
			405427		SHOVELS 010-70-270-5110	20.40
			405448		PVC 010-70-270-5110	2.13
			405524		WASP & HORNET KILLER 010-70-290-5110	6.44
			405534		2 X4 010-70-290-5110	11.36
			405537		WASP & HORNET KILLER 010-70-290-5110	17.71
			405542		QUICK LINKS 010-70-290-5110	16.32
			405589		SPRAY PAINT 530-70-320-5110	17.38
			405605		HANDLE 010-70-290-5110	40.84
			405611		QUICK LINK 010-70-270-5110	12.02
			405612		LAWN RAKE 010-70-290-5110	45.12
			405627		BRASS BALL VALVE 530-70-320-5110	59.11

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124794	12/20/2016	0000001 FLOYD'S STORES, INC	(Continued)			
			405628		GAL NIPPLE	
			405642		530-70-320-5110 SHOVEL, AAA BATTERIES	6.98
			405677		530-70-320-5110 COUPLING, PVC, SEAL TAPE	44.41
			405683		010-70-270-5110 GFI, OUTLET BOX, PVC	18.87
			405691		010-70-270-5110 PIPE, PVC	45.74
			405704		010-70-290-5110 OUTLET BOX, UNIVERSAL COVER	5.14
			405729		010-70-270-5110 STAPLE	11.80
			405731		010-70-270-5110 DEADBOLT, DOOR LOCK	10.73
			405734		641-70-420-5110 RAID, WD40	47.28
			405735		520-70-310-5110 THREAD SEAL TAPE, CABLE TIES	12.88
			405754		010-10-100-5440 PVC, PLUMBING	31.47
			405779		530-70-320-5110 TORCH HEAD, MAP PRO GAS	10.72
			405785		530-70-320-5110 GFI, WALLPLATE	76.29
			405841		010-10-100-5440 STAPLE GUN & STAPLES FOR ARMOR'	22.98
			405849		571-80-380-5110 CAUTION TAPE, WRENCH, HAMMER	41.87
			405853		530-70-320-5110 KEYS	64.46
			405857		010-70-270-5110 PVC	10.71
			405875		530-70-320-5110 TAPE FOR STEPS TO ROOF	26.35
					571-80-380-5151	53.73

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124794	12/20/2016	0000001 FLOYD'S STORES, INC	(Continued)			
			405887		SUPPLIES	
					010-60-210-5110	48.31
			405890		RANGE SUPPLIES	
					010-60-210-5110	59.36
			405898		RANGE SUPPLIES	
					010-60-210-5110	6.40
			405899		VACUUM BAGS	
					571-80-380-5119	17.71
			405904		STAPLES	
					010-10-100-5440	0.43
			405920		VALVES	
					530-70-320-5110	54.87
			405931		MARKING PAINT	
					530-70-320-5110	24.80
			405932		EYEWEAR LENS	
					530-70-320-5110	12.89
			405935		RECEPTACLE REPLACEMENT AT VETS	
					010-10-280-5111	3.89
			405945		GLASS CLEANER, SCREWDRIVERS	
					530-70-320-5110	17.16
			405977		ROOF CEMENT, SCRAPER PUTTY KNIF	
					010-60-210-5110	31.77
			405991		SUPPLIES	
					010-60-210-5110	4.83
			406000		BATTERIES	
					530-70-320-5110	15.18
			406004		STAPLES	
					530-70-320-5110	4.93
			406052		SOCKET, LAMPHOLDER	
					010-70-290-5110	8.58
			406057		BOLTS	
					010-70-270-5110	0.90
			406064		BULBS FOR CITY HALL EXTERIOR	
					640-00-400-5200	58.02
			406066		GFCI, WALLPLATE	
					010-70-270-5110	43.82

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124794	12/20/2016	0000001 FLOYD'S STORES, INC	(Continued)			
			406078		VALVE BOX 010-70-290-5110	6.44
			406095		NAILS, CONCRETE MIX, CEMENT 525-70-300-5110	99.32
			406096		WHEELBARROW, CAMO LIGHT 530-70-320-5110	101.02
			406109		BULBS 010-70-290-5110	30.08
			406111		BULBS 010-70-290-5110	18.29
			406112		CONCRETE MIX, SAW 530-70-320-5110	66.07
			406117		COMPACT DRILL 641-70-420-5110	107.49
			406126		SHOVELS 530-70-320-5110	87.04
			406139		PVC, NOZZLE, FLASHLIGHT 530-70-320-5110	54.79
			406141		TOOLS FOR ARMORY 571-80-380-5110	10.74
			406177		DORM CURTAIN CABLE 571-80-380-5152	32.04
			406240		MCCF COFFEE MAKER 571-80-380-5119	30.09
			406241		ARMORY SUPPLIES 571-80-380-5110	26.85
			406243		BUILDING SEALER 571-80-380-5152	51.41
			406350		LIGHT BULBS FOR VETS HALL 010-10-280-5111	26.85
			406368		ADOPT A FAMILY CHRISTMAS TREE 010-10-110-5446	32.24
			K05903		STAPLES, STAPLER 010-10-100-5440	31.80
			K06060		GRIP NOZZLE 530-70-320-5110	8.59

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
124794	12/20/2016	0000001 FLOYD'S STORES, INC	(Continued) K06061		WEED/BUG SPRAYER, ROUNDUP 530-70-320-5110	78.45
Total :						2,202.64
124795	12/20/2016	0000662 FRANCHISE TAX BOARD	Ben411259		GARNISHMENT % OF DISPOSABLE: PA 010-2145-49	194.00
Total :						194.00
124796	12/20/2016	0002802 FRESNO CITY COLLEGE	12410453-54		REGISTRATION FOR R. HIPOLITO RAN 571-80-380-5180	98.00
Total :						98.00
124797	12/20/2016	0012703 GOLDEN VALLEY	7932		COUPLER, ADAPTER, CHAIN LOOP 010-70-270-5110	30.50
			8199		CHAIN LOOP, GLOVES 010-70-270-5110	146.12
			9415		30 GAL. DRUM 530-70-320-5110	32.20
Total :						208.82
124798	12/20/2016	0000954 GOVERNMENT FIN OFFICERS ASSOC	0152945		GFOA DUES 2017 010-20-140-5220	190.00
Total :						190.00
124799	12/20/2016	0000032 GRAINGER	9285481629		UNDERBODY TRUCK BOX 010-70-290-5160	345.07
			9293466588		WC OFFICE KEY CONTROL CABINET 571-80-380-5151	302.51
Total :						647.58
124800	12/20/2016	0011645 GUTIERREZ, VERONICA	REFUND		VETS HALL REFUND 010-2151-22	350.00
					010-00-3142-01	-137.68
					010-2151-22	-86.44
Total :						125.88
124801	12/20/2016	0009131 H & A PLUMBING INC	20183		URINAL MAINTENANCE	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
124801	12/20/2016	0009131 H & A PLUMBING INC	(Continued)		010-60-210-5220	173.90
					Total :	173.90
124802	12/20/2016	0012525 HADRONEX INC	7115		MANHOLE FLOW MONITOR SERVICINC 520-70-310-5220	360.00
					Total :	360.00
124803	12/20/2016	0000183 HARBOR FREIGHT TOOLS	781563		ELASTIC CORDS, UTILITY PUMP 010-70-290-5110	89.15
					Total :	89.15
124804	12/20/2016	0012115 HARDCASTLE SPECIALTIES INC	19391		FIRE ALARM LIBRARY 010-10-115-5220	40.00
					Total :	40.00
124805	12/20/2016	0008554 HARKER STRIPING & SIGNAGE INC	207877		STRIPING AT SHAFTER & TULARE 010-70-290-5220	2,190.00
					Total :	2,190.00
124806	12/20/2016	0013680 HERIFORD, WHITNEY R	DEP REFUND		WATER DEPOSIT REFUND: 345 ELM ST 530-1001-00	39.94
					Total :	39.94
124807	12/20/2016	0011083 HILL THREADED PRODUCTS	150537		TIE WRAPS, WASHERS, ELECTRICAL T 641-70-420-5110	122.13
					Total :	122.13
124808	12/20/2016	0001444 HILLCREST SHEET METAL	001264547 001267254		MCCF A/C REPAIRS 571-80-380-5152 A/C UNIT IN DORM 3 & 4 REPAIRED 571-80-380-5152	430.00 336.25
					Total :	766.25
124809	12/20/2016	0000002 HITCHCOCK'S AUTO PARTS INC	7446-218148 7446-218249		RETURN 530-70-320-5160 BATTERY 010-70-270-5160	-21.50 4.16

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
124809	12/20/2016	0000002 HITCHCOCK'S AUTO PARTS INC	(Continued)			
			7446-218364		CTI CLASSES	
			7446-219025		641-70-420-5160	80.72
			7446-219026		CAP GAS LOCKING	
			7446-219083		650-00-500-5165	19.69
			7446-219335		CAP GAS LOCKING	
			7446-219398		650-00-500-5165	19.69
			7446-219445		FUEL FILTER	
			7446-219466		010-70-270-5160	7.82
			7446-219484		WIPER MOTOR	
			7446-219485		641-70-420-5160	139.00
			7446-219504		CAP OIL FILLER	
			7446-219575		010-70-290-5160	17.06
			7446-219624		WIRE TIE	
			7446-219663		010-70-290-5160	12.85
			7446-219664		BATTERY FOR TOWER	
			7446-219702		550-75-350-5110	101.04
			7446-219769		HEADLIGHT	
			7446-219830		530-70-320-5160	14.59
					WRENCHS, RACHETS	
					530-70-320-5160	145.50
					AIR	
					010-70-290-5160	24.85
					HOSE	
					525-70-300-5160	70.46
					RANGE SUPPLIES	
					010-60-210-5110	30.11
					FUSE HOLDER	
					010-70-270-5160	2.73
					MIRROR HEAD	
					010-70-290-5160	37.37
					FUEL HOSE, FUEL FILTER	
					010-70-270-5160	6.34
					CABLE	
					010-70-270-5160	11.18
					ENG. CHEVROLET ORANGE	
					010-70-270-5160	14.00

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124809	12/20/2016	0000002 HITCHCOCK'S AUTO PARTS INC	(Continued) 7446-219897		FLARES 010-60-210-5110	552.64
Total :						1,290.30
124810	12/20/2016	0013383 HOME DEPOT CREDIT SERVICES	1011424		SUPPLIES FOR PREA PROJECT	
			3071933		571-80-380-5152 TABLES FOR DELI BLDG UPSTAIRS DE	46.07
					010-50-250-5110	84.13
			6240744		010-10-100-5440 MAINT. SUPPLIES	107.44
			6241530		571-80-380-5151 FACILITY DORM REPAIR SUPPLIES	62.69
			9015330		571-80-380-5151 SUPPLIES FOR TRAILER SKIRTING INC	314.00
					575-00-390-1021	75.28
Total :						689.61
124811	12/20/2016	0002659 HUB CONSTRUCTION SPECIALTIES	B09011368		SNAPHANDLE, FLOAT ADAPTOR, BULL	
					010-70-290-5110	152.01
Total :						152.01
124812	12/20/2016	0002045 HUBERT COMPANY	174370		KITCHEN SUPPLIES	
					571-80-380-5119	144.83
Total :						144.83
124813	12/20/2016	0000202 ICMA VANTAGEPOINT TRNSFR AGNTS, - 457 Ben411249			ICMA: PAYMENT	
					010-2145-52	9,318.75
Total :						9,318.75
124814	12/20/2016	0010148 INFOSEND INC	113913		NOVEMBER UB MAILING, PROCESSING	
					530-70-320-5220	1,251.27
					520-70-310-5220	625.64
					525-70-300-5220	625.64
			114085		MONTHLY MAINTENANCE CHARGE: NC	
					530-70-320-5220	378.64
					520-70-310-5220	189.33

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
124814	12/20/2016	0010148 INFOSEND INC	(Continued)		525-70-300-5220	189.33
					Total :	3,259.85
124815	12/20/2016	0013009 INT'L SOCIETY OF ARBORICULTURE	RENEWAL		ISA MEMBERSHIP RENEWAL-L.I. 010-70-270-5180	180.00
					Total :	180.00
124816	12/20/2016	0004610 ITURRIRIA, LUIS	BOOTS 16/17		BOOTS 16/17 REIMBURSEMENT 010-70-270-4050	279.74
					Total :	279.74
124817	12/20/2016	0012001 JAY HENGES ENTERPRISES INC	30841		ROOF ACCESS STAIRS AT MCCF 571-80-380-6850	36,785.52
					Total :	36,785.52
124818	12/20/2016	0003909 JBI OIL INC	237453		SUPERVISORS MEETING LUNCH 571-80-380-5100	27.51
					Total :	27.51
124819	12/20/2016	0000207 JDS- JUDICIAL DATA SYSTEMS	6359		PARKING PENALTIES: OCT 2016 010-60-3121-00	100.00
					Total :	100.00
124820	12/20/2016	0000208 JEFFRIES BROS., INC	8212		CARB DIESEL 010-70-270-5160 530-70-320-5160 575-75-390-5160 525-70-300-5160 010-70-290-5160	429.79 429.78 429.79 429.79 429.79
			8627		TRACTOR HYDRAULIC FLUID 641-70-420-5110	839.57
			8736		WHITE OIL 530-70-320-5110	721.33
					Total :	3,709.84
124821	12/20/2016	0009365 JEFF'S MOBILITY & KEYS	31383		REKEY VETS HALL EXTERIOR DOORS 010-10-280-5111	284.00

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124821	12/20/2016	0009365 0009365 JEFF'S MOBILITY & KEYS	(Continued)			Total : 284.00
124822	12/20/2016	0000209 JERRY & KEITH'S INC	01 250439		NON-CHLORINE, WD-40 641-70-420-5110	124.81 Total : 124.81
124823	12/20/2016	0011236 KERN CNTY SHERIFF	GARNISHMENT		LEVYING OFFICER FILE #201652466 010-2145-49	325.00 Total : 325.00
124824	12/20/2016	0011236 KERN CNTY SHERIFF	GARNISHMENT		LEVYING OFFICER FILE #2015037644 010-2145-49	262.00 Total : 262.00
124825	12/20/2016	0000222 KERN CO AUDITOR-CONTROLLER	OCTOBER		PARKING PENALTIES: OCT 2016 010-60-3121-00	330.00 Total : 330.00
124826	12/20/2016	0000596 KERN FEDERAL CREDIT UNION	Ben411251		CR UNION CREDIT UNION: PAYME 010-2145-53	1,250.62 Total : 1,250.62
124827	12/20/2016	0008865 KERN PLUMBING & BACKFLOW	6168		BACKFLOW CERTIFICATE 530-70-320-5220	65.00 Total : 65.00
124828	12/20/2016	0012379 KERN PRINT SERVICES	36578		BUSINESS CARDS: M.J. 010-30-240-5110 010-10-120-5110 010-20-140-5110 650-00-500-5110	86.00 86.00 86.00 86.00 Total : 344.00
124829	12/20/2016	0009473 KMB PEST MANAGEMENT	7678		PEST CONTROL 578-30-808-5220 578-1001-00 578-1001-99	285.50 285.50 -285.50
			7731		PEST CONTROL	

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124829	12/20/2016	0009473 KMB PEST MANAGEMENT	(Continued)		578-30-808-5220	285.50
					578-1001-00	285.50
					578-1001-99	-285.50
					Total :	571.00
124830	12/20/2016	0002499 KNIGHT'S PUMPING & PORTABLE	292360		FENCE RENTAL AT CORP YARD	
					641-70-420-5110	313.47
					Total :	313.47
124831	12/20/2016	0007106 LARA, LETICIA	MEDICAL		UNREIMBURSED MEDICAL	
					010-2145-60	272.53
					Total :	272.53
124832	12/20/2016	0005727 LAW ENFORCEMENT TARGETS	0329331-IN		TARGETS- RANGE	
					010-60-210-5110	451.96
					Total :	451.96
124833	12/20/2016	0012119 LEXISNEXIS	1611429652		LAW LIBRARY CHARGES	
					571-80-380-5118	177.00
					Total :	177.00
124834	12/20/2016	0003816 MACIAS JANITORIAL SERVICE	NOV MCCF		MCCF JANITORIAL SERVICES	
			NOV PD		571-80-380-5119	1,500.00
					JANITORIAL SERVICES	
					010-60-210-5200	3,550.00
					Total :	5,050.00
124835	12/20/2016	0012633 MALDONADO MOBILE CARWASH LLC	123		FLEET CAR WASH	
			124		010-60-210-5160	1,500.00
					WASH TRUCKS 216,416,414,514	
					010-30-240-5160	320.00
					010-50-250-5160	240.00
					010-10-110-5160	80.00
					650-00-500-5160	160.00
					530-70-320-5160	240.00
					535-20-330-5160	525.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
124835	12/20/2016	0012633 MALDONADO MOBILE CARWASH LLC	(Continued) 125		MCCF VEHICLES WASHED 571-80-380-5160	620.00
					Total :	3,685.00
124836	12/20/2016	0012479 MARTINELLI MD APC, THOMAS J	113016		DR MARTINELLI FILL IN FOR DR SWAY 571-80-380-5123	6,950.00
					Total :	6,950.00
124837	12/20/2016	0012737 MAXIM STAFFING SOLUTIONS	4560800436		RN REGISTRY 571-80-380-5123	1,200.00
			4574450436		RN REGISTRY 571-80-380-5123	2,400.00
			4589330436		RN REGISTRY 571-80-380-5123	1,200.00
					Total :	4,800.00
124838	12/20/2016	0003977 MC CAFFERTY'S CLEANERS	4527		JAIL BLANKETS 010-60-210-5200	65.00
			4580		JAIL BLANKETS 010-60-210-5200	45.50
					Total :	110.50
124839	12/20/2016	0013695 MCCAIN INC	INV0214912		LED LIGHTS 010-70-290-5110	924.50
					Total :	924.50
124840	12/20/2016	0012484 MERCY PLAZA RESPIRATORY	140559		MED CYLINDER INSPECTION SERVICE 571-80-380-5117	100.00
					Total :	100.00
124841	12/20/2016	0009405 MEYER CIVIL ENGINEERING INC	8205		CONSTRUCTION PLANS 114-00-630-0367	107.00
			8206		CONSTRUCTION PLANS 220-00-660-0738	1,840.00
					Total :	1,947.00
124842	12/20/2016	0008114 MEYERS BIG STOP	NOVEMBER		1370 PAYMENTS AT .29 CENTS EACH	

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124842	12/20/2016	0008114 MEYERS BIG STOP	(Continued)		530-70-320-5220	198.64
					525-70-300-5220	99.33
					520-70-310-5220	99.33
					Total :	397.30
124843	12/20/2016	0010635 MINUS, CHRISTOPHER	1116		CONSULTING NOV 2016 SHAFTER INL/	
					010-10-125-5220	4,000.00
					Total :	4,000.00
124844	12/20/2016	0006248 MOORE MEDICAL LLC	99279627		MEDICAL SUPPLIES	
			99298823		571-80-380-5117	221.66
					MEDICAL SUPPLIES	
					571-80-380-5117	620.58
					Total :	842.24
124845	12/20/2016	0001900 MUNI SERVICES COMPANY	43941		SUTA SERVICES Q2 2016	
					010-20-140-5220	12,496.58
					Total :	12,496.58
124846	12/20/2016	0000958 NATIONAL BAND AND TAG CO	435327		TAGS	
					010-60-230-5110	180.10
					Total :	180.10
124847	12/20/2016	0009345 NATIONAL FOOD GROUP	IN0770384		FOOD	
			IN0771301		571-80-380-5114	6,263.12
					FOOD	
					571-80-380-5114	6,077.06
					Total :	12,340.18
124848	12/20/2016	0011114 NAVMAN WIRELESS	90838358		SVC AIRTIME	
					525-70-300-5160	172.38
					535-20-330-5160	323.20
					Total :	495.58
124849	12/20/2016	0012121 NCS PEARSON INC	V16110000070754		GED TESTING FOR INMATES (18)	
					571-80-380-5118	570.00

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124849	12/20/2016	0012121 0012121 NCS PEARSON INC			(Continued)	
					Total :	570.00
124850	12/20/2016	0000256 NOR SANITARY DISTRICT #1	1515		OCTOBER FLOW 520-70-310-5225	33,675.14
					Total :	33,675.14
124851	12/20/2016	0007518 NORTH KERN WATER STORAGE DIST.	384		WATER ASSESSMENT ON WATER TANI 530-70-320-5300 010-10-125-5300 520-70-310-5300	147.50 1,461.25 1,721.25
					Total :	3,330.00
124852	12/20/2016	0000418 NORWEST ELECTRIC INC	333-29		INSTALL 2 DEDICATED CIRCUITS FOR 010-60-210-5200	985.00
					Total :	985.00
124853	12/20/2016	0005312 OASIS AIR CONDITIONING	S38345		FILTER SVC PER AGREEMENT- CH 640-00-400-5200	130.00
					Total :	130.00
124854	12/20/2016	0000021 OFFICE DEPOT BUSINESS SRVC	877073651002		OFFICE SUPPLIES	
			877806614001		571-80-380-5100 CREDIT - OFFICE SUPPLIES	18.68
			878203365001		571-80-380-5100 OFFICE SUPPLIES	-19.73
			878219955001		010-10-110-5100 640-00-400-5200	54.68 23.04
			878620199001		OFFICE SUPPLIES 010-10-110-5100	80.56
			878796817001		MCCF OFFICE SUPPLIES 571-80-380-5100	617.04
			879901518001		OFFICE SUPPLIES 010-10-110-5110 010-10-110-5446	132.25 14.97
					OFFICE SUPPLIES 010-30-240-5110 010-40-160-5110	30.79 61.59

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124854	12/20/2016	0000021	OFFICE DEPOT BUSINESS SRVC		(Continued)	
			879905557001		010-50-250-5110 OFFICE SUPPLIES	61.58
					010-70-270-5110	104.40
					525-70-300-5110	104.41
					010-70-290-5110	104.41
					530-70-320-5110	104.41
			880059280001		OFFICE SUPPLIES	
					010-60-210-5100	1,355.82
			880059821001		OFFICE SUPPLIES	
					010-60-210-5100	38.68
			880630001001		ADMIN OFFICE SUPPLIES	
					571-80-380-5100	120.23
					571-80-380-5118	39.13
			880668862001		OFFICE SUPPLIES	
					010-10-110-5100	102.56
					641-70-420-5100	8.91
			880902157001		OFFICE SUPPLIES	
					010-60-210-5100	182.73
			880927069001		CHAIR FOR R & R	
					571-80-380-5100	176.29
			880927104001		KITCHEN STAND FOR MONITOR	
					571-80-380-5100	33.85
			881729562001		OFFICE SUPPLIES	
					010-20-140-5110	31.95
					535-20-330-5110	26.61
			881729562002		MONEY BAGS	
					535-20-330-5110	6.46
Total :						3,616.30
124855	12/20/2016	0009992	O'REILLY AUTOMOTIVE INC	2947-398272	MINI BULB	
					010-60-210-5110	5.79
			2947-399271		OIL FILTER, MOTOR OIL	
					010-60-210-5160	44.15
			2947-399461		WIPER BLADE	
					535-20-330-5160	46.95
			2947-399789		MINI BULBS	

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124855	12/20/2016	0009992 O'REILLY AUTOMOTIVE INC	(Continued)			
			2947-399791		010-60-210-5160 MOTOR OIL	5.75
			FEES		010-60-210-5160 MCCF LATE CHARGES	35.56
					571-80-380-5160	1.51
					Total :	139.71
124856	12/20/2016	0000004 PACIFIC GAS & ELECTRIC	02963NOV16		ELECTRICAL CHARGES	
			04144NOV16		010-70-290-5300 ELECTRICAL CHARGES	35.77
					578-30-812-5300	10.21
					578-1001-00	10.21
					578-1001-12	-10.21
			12731NOV16		ELECTRICAL CHARGES	
					530-70-320-5300	1,903.57
			17053NOV16		ELECTRICAL CHARGES	
					520-70-310-5300	133.89
			18773NOV16		ELECTRICAL CHARGES	
					010-70-270-5300	11.07
			29690NOV16		ELECTRICAL CHARGES	
					010-70-270-5300	669.04
			33031NOV16		ELECTRICAL CHARGES	
					578-30-809-5300	10.54
					578-1001-00	10.54
					578-1001-09	-10.54
			35205NOV16		ELECTRICAL CHARGES	
					530-70-320-5300	162.50
			35359NOV16		ELECTRICAL CHARGES	
					578-30-816-5300	40.34
					578-1001-00	40.34
					578-1001-16	-40.34
			35968NOV16		ELECTRICAL CHARGES	
					010-70-270-5300	425.32
			41188NOV16		ELECTRICAL CHARGES	
					010-10-100-5440	2.08
			41752NOV16		ELECTRICAL CHARGES	

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124856	12/20/2016	0000004	PACIFIC GAS & ELECTRIC			
			(Continued)			
			46570NOV16		550-75-350-5300 ELECTRICAL CHARGES	749.19
					578-30-810-5300	10.18
					578-1001-00	10.18
					578-1001-10	-10.18
			48612NOV16		ELECTRICAL CHARGES	
					010-10-100-5300	337.53
			54838NOV16		ELECTRICAL CHARGES	
					010-70-290-5350	99.13
			57341NOV16		ELECTRICAL CHARGES	
					578-30-816-5300	10.22
					578-1001-00	10.22
					578-1001-16	-10.22
			59039NOV16		ELECTRICAL CHARGES	
					010-10-115-5300	107.05
					650-00-500-5300	321.15
			61405NOV16		ELECTRICAL CHARGES	
					578-30-811-5300	10.28
					578-1001-00	10.28
					578-1001-11	-10.28
			61751NOV16		ELECTRICAL CHARGES	
					010-70-290-5340	9.86
			62652NOV16		ELECTRICAL CHARGES	
					578-30-814-5300	10.84
					578-1001-00	10.84
					578-1001-14	-10.84
			65227NOV16		ELECTRICAL CHARGES	
					530-70-320-5300	7,118.31
			65698NOV16		ELECTRICAL CHARGES	
					010-10-280-5300	451.83
			65857NOV16		ELECTRICAL CHARGES	
					010-10-100-5440	11.90
			69345NOV16		ELECTRICAL CHARGES	
					530-70-320-5300	434.33
			69988NOV16		ELECTRICAL CHARGES	
					535-20-330-5300	2.45

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
124856	12/20/2016	0000004 PACIFIC GAS & ELECTRIC	(Continued)			
					571-80-380-5300	4.89
					010-30-240-5300	2.45
					525-70-300-5300	6.70
					530-70-320-5300	4.12
					641-70-420-5300	1.22
					530-70-320-5300	0.31
					010-60-230-5300	1.47
					578-30-806-5300	2.63
					578-1001-00	2.63
					578-1001-98	-2.63
					578-30-808-5300	6.79
					578-1001-00	6.79
					578-1001-99	-6.79
					010-60-210-5300	12.24
			70665NOV16		ELECTRICAL CHARGES	
					550-75-350-5300	21.03
			75119NOV16		ELECTRICAL CHARGES	
					010-70-270-5300	106.16
			77834NOV16		ELECTRICAL CHARGES	
					530-70-320-5300	6,440.34
			79177NOV16		ELECTRICAL CHARGES	
					520-70-310-5300	36.55
			83815NOV16		ELECTRICAL CHARGES	
					578-30-814-5300	10.84
					578-1001-00	10.84
					578-1001-14	-10.84
			89009NOV16		ELECTRICAL CHARGES	
					010-60-210-5300	2,467.33
			91416NOV16		ELECTRICAL CHARGES	
					010-10-115-5300	485.72
			96838NOV16		ELECTRICAL CHARGES	
					571-80-380-5300	14,133.82
					Total :	36,833.19
124857	12/20/2016	0011867 PACIFIC TIRE	06815		NEW TIRE FOR EQUIP TRAILER	
					530-70-320-5160	159.98

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
124857	12/20/2016	0011867 PACIFIC TIRE	(Continued) 06828		NEW TIRES-EQUIP TRAILER 530-70-320-5160	94.98
			07470		REPAIR FLAT 010-60-210-5160	25.00
			07479		SENSOR, CHANGE TIRE, BALANCE 010-60-210-5160	76.12
			5934		CHANGE TIRES, BALANCE 010-60-210-5160	60.00
Total :						416.08
124858	12/20/2016	0010277 PALLARES, YAZMINA T	MILEAGE		MILEAGE REIMBURSEMENT- NEW LAW 010-10-110-5180	152.71
					010-10-125-5180	32.72
					530-70-320-5180	10.91
					520-70-310-5180	15.27
					525-70-300-5180	6.55
			PARKING		REIMBURSE FOR PARKING-NEW LAW 010-10-110-5180	21.00
					010-10-125-5180	4.50
					530-70-320-5180	1.50
					520-70-310-5180	2.10
					525-70-300-5180	0.90
Total :						248.16
124859	12/20/2016	0012630 PAYMENTUS GROUP INC	US16110181		CREDIT CARD PROCESSING UTILITY E 530-70-320-5220	87.10
					520-70-310-5220	43.55
					525-70-300-5220	43.55
Total :						174.20
124860	12/20/2016	0006562 PEOPLEFACTS LLC	2016110920		CREDIT REPORTS CO- M.H, J.P, M.Q, E 571-80-380-5250	99.19
Total :						99.19
124861	12/20/2016	0013699 PERFECT HOME PRODUCTS	9194943		RAIN GUTTER INSTALL ON OFFICE TR 575-00-390-1021	580.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
124861	12/20/2016	0013699 0013699 PERFECT HOME PRODUCTS			(Continued)	
					Total :	580.00
124862	12/20/2016	0012240 POLLARD WATER	62094		STD FLOW & PRES TEST KIT 530-70-320-5110	529.31
					Total :	529.31
124863	12/20/2016	0000267 PRAXAIR DISTRIBUTION INC	75074845		MAINT WELDING SUPPLIES	
			75160898		571-80-380-5151	97.53
					WELDING GAS	
					571-80-380-5151	30.50
					Total :	128.03
124864	12/20/2016	0013266 PREMIER RAIL SERVICES	10064		OCTOBER TRACK INSPECTIONS	
			10078		575-75-390-5222	1,375.00
					NOVEMBER TRACK INSPECTIONS	
					575-75-390-5222	1,375.00
					Total :	2,750.00
124865	12/20/2016	0000269 PROUT, CATHY	COSTCO		REIMBURSE FOR DOWNTOWN DECOR	
			COSTCO		010-10-100-5440	10.74
			LOWES		REIMBURSE FOR DOWNTOWN DECOR	
					010-10-100-5440	53.70
					REIMBURSE FOR DOWNTOWN DECOR	
					010-10-100-5440	21.49
					Total :	85.93
124866	12/20/2016	0000936 PUBLIC EMPL RETIREMENT SYS	Ben410305		CALPERS: PAYMENT	
					010-2145-50	72,853.27
					Total :	72,853.27
124867	12/20/2016	0012208 QUEST IRRIGATION INC	16-1892		PIPE JOINT LUBE	
					010-70-270-5110	19.35
					Total :	19.35
124868	12/20/2016	0002729 R & R COMMERCIAL LAWN MAINT.	8713		ITB6 STREETSIDE	
					578-30-808-5220	1,188.00
					578-1001-00	1,188.00
					578-1001-99	-1,188.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
124868	12/20/2016	0002729 R & R COMMERCIAL LAWN MAINT,	(Continued)			
			8716		GRACIE HOMES	
					578-30-815-5220	493.00
					578-1001-00	493.00
					578-1001-15	-493.00
			8717		ITB1 STREETSIDE	
					578-30-808-5220	740.00
					578-1001-00	740.00
					578-1001-99	-740.00
			8718		STREETSCAPE LERDO HWY (TV LITTL	
					578-30-809-5220	1,113.00
					578-1001-00	1,113.00
					578-1001-09	-1,113.00
					578-30-806-5220	1,113.00
					578-1001-00	1,113.00
					578-1001-98	-1,113.00
			8721		WILLOW ESTATES (FRESNO/MANNEL)	
					578-30-811-5220	1,000.00
					578-1001-00	1,000.00
					578-1001-11	-1,000.00
			8726		BROOKSIDE ESTATE/PHEASANT RUN	
					578-30-812-5220	530.00
					578-1001-00	530.00
					578-1001-12	-530.00
			8729		ALMOND GROVE: MANNEL & FRESNO	
					578-30-813-5220	1,000.00
					578-1001-00	1,000.00
					578-1001-13	-1,000.00
			8730		TRAILER OFFICE 7TH STANDARD RD	
					578-30-808-5220	300.00
					578-1001-00	300.00
					578-1001-99	-300.00
			8733		GATEWAY GREEN AREAS	
					578-30-808-5220	2,130.00
					578-1001-00	2,130.00
					578-1001-99	-2,130.00
			8734		LERDO HWY STREETSCAPE (BEECH T	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
124868	12/20/2016	0002729 R & R COMMERCIAL LAWN MAINT.	(Continued)			
			8740		010-70-290-5220 POPLAR/LERDO (STREETSCAPE BRO	3,184.00
					578-30-812-5220	1,238.00
					578-1001-00	1,238.00
			8741		578-1001-12 SO SHAFter & LOS ANGELES (ORCH	-1,238.00
					578-30-816-5220	1,452.00
					578-1001-00	1,452.00
			8742		578-1001-16 COUNTRYSIDE ESTATES (TULARE ST,	-1,452.00
					578-30-810-5220	1,227.00
					578-1001-00	1,227.00
			8745		578-1001-10 STREETSCAPE SANTA FE (LERDO/CEN	-1,227.00
					010-70-290-5220	2,538.00
			8746		SPANISH VILLAS	
					578-30-815-5220	405.00
					578-1001-00	405.00
			8750		578-1001-15 TARGET DIST CENTER	-405.00
					578-30-808-5220	1,882.00
					578-1001-00	1,882.00
					578-1001-99	-1,882.00
					Total :	21,533.00
124869	12/20/2016	0010925 RAILWAY SIGNAL CONSTRUCTION	1421		MONTHLY CROSSING INSPECTION: NC	
					575-75-390-5222	1,215.00
					Total :	1,215.00
124870	12/20/2016	0013698 RAMIREZ, CHRISTINA	REFUND		VETS HALL REFUND	
					010-2151-22	350.00
					010-00-3142-01	-275.36
					010-2151-22	308.70
					Total :	383.34
124871	12/20/2016	0011917 REGISTRY OF PHYSICIAN SPEC	14360		REGISTRY - DR SWAY	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
124871	12/20/2016	0011917 REGISTRY OF PHYSICIAN SPEC	(Continued)		571-80-380-5123	21,600.00
					Total :	21,600.00
124872	12/20/2016	0000276 RICHLAND CHEVROLET	104533		KEY FOR UNIT #81 010-60-230-5160	48.99
					Total :	48.99
124873	12/20/2016	0000283 RODRIGUEZ, MARGARET	MILEAGE		MILEAGE REIMBURSEMENT-TRAINING 571-80-380-5180	271.73
					Total :	271.73
124874	12/20/2016	0011478 ROSEDALE CONCRETE CONST INC	3149		DOWNTOWN WALL CAPS- PARKS 010-70-270-5220 010-70-290-5220	3,450.00 3,450.00
					Total :	6,900.00
124875	12/20/2016	0008458 ROSEDALE RANCH	384		WATER ASSESSMENT ON RAIL PROPE 575-75-390-5300	386.79
					Total :	386.79
124876	12/20/2016	0000285 RUSSELL (FRANK) MFG	717786		BLACK PIPE 010-70-290-5110	93.28
			718368		CHRISTMAS TREE DISPLAY REBAR 010-10-100-5440	27.09
			718369		BLACK PIPE 641-70-420-5110	48.78
			718382		COUPLER ALUM 520-70-310-5110	13.77
			718482		POLY TUBE, TUBE FITTING, PLASTIC S 530-70-320-5110	55.01
			718627		ROD PAK 641-70-420-5110	44.88
			718642		SHUT OFF LOCK 530-70-320-5110	3,670.16
			718655		GAUGE 520-70-310-5110	23.26

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
124876	12/20/2016	0000285 0000285 RUSSELL (FRANK) MFG			(Continued)	Total : 3,976.23
124877	12/20/2016	0013168 SAFEGUARD BUSINESS SYSTEMS	031853868		DEPOSIT SLIPS 010-20-140-5110	105.57 Total : 105.57
124878	12/20/2016	0003660 SAN JOAQUIN TRACTOR	11755B		REPAIRS 010-70-270-5230	4,425.83
			FEES		FIN. FEES 010-70-270-5230	69.77 Total : 4,495.60
124879	12/20/2016	0002204 SC COMMUNICATIONS, INC	5623		MCCF PAGING SYSTEM REPAIRS 571-80-380-5120	2,252.70
			97296		RADIO INSTALL IN EQUINOX 010-60-210-5110	155.75 Total : 2,408.45
124880	12/20/2016	0007658 SEIU LOCAL 521	Ben411263		CCAPE PW: PAYMENT 010-2145-54	396.48 Total : 396.48
124881	12/20/2016	0012962 SEQUOIA EQUIPMENT COMPANY	3892		SWITCH 010-70-290-5160	103.40 Total : 103.40
124882	12/20/2016	0003446 SHAFTER APPLE MARKET	262		FOOD FOR LUNCH WITH SANTA 010-10-110-5446	56.56
			46		COOKIES FOR GED INMATE GRADUAT 571-80-380-5118	15.96 Total : 72.52
124883	12/20/2016	0013051 SHAFTER CORRECTIONAL	Ben411265		SCOA: PAYMENT 010-2145-54	940.00 Total : 940.00
124884	12/20/2016	0013692 SHAFTER HIGH SCHOOL ASB	1		PSAT EXAMS 010-10-115-5220	6,285.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
124884	12/20/2016	0013692 0013692 SHAFter HIGH SCHOOL ASB	(Continued)			Total : 6,285.00
124885	12/20/2016	0000291 SHAFter PARTS & SUPPLY INC	912136		FLOOR SWEEP 525-70-300-5160	88.80 Total : 88.80
124886	12/20/2016	0000035 SHAFter POLICE OFFICERS ASSN	Ben411261		SPOA: PAYMENT 010-2145-54	1,040.00 Total : 1,040.00
124887	12/20/2016	0000023 SHAFter PRESS / REED PRINT INC	2622		KERN MOSQUITO VCD AD 010-10-120-5140	102.75
			2638		KERN MOSQUITO VCD AD 010-10-120-5140	205.50
			2653		ORD 689 FOOD SAFETY SUMMARY 010-10-120-5140	69.00
			2654		ORD 688 ZONE CHANGE 16-64 SUMMA 010-10-120-5140	72.00
			2655		ORD 690 TOBACCO RETAILERS SUMM. 010-10-120-5140	168.00
			2656		ORD 691 SPICE SUMMARY 010-10-120-5140	180.00
			2667		CUP 16-82 HEARING 010-10-120-5140	30.00
					Total :	827.25
124888	12/20/2016	0000446 SHAFter, CITY OF	0001NOV16		UTILITY SERVICES 010-10-100-5440	309.98
			0001NOV16		UTILITY SERVICES 010-70-270-5300	160.72
			0001NOV16		UTILITY SERVICES 010-70-270-5300	1,607.60
			0001NOV16		UTILITY SERVICES 520-70-310-5300	161.41
			0001NOV16		UTILITY SERVICES 010-70-270-5300	875.70
			0001NOV16		UTILITY SERVICES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
124888	12/20/2016	0000446	SHAFTER, CITY OF			
			(Continued)			
			0002NOV16		010-70-270-5300 UTILITY SERVICES	19.11
			0100NOV16		010-70-270-5300 UTILITY SERVICES	840.12
			0102NOV16		010-60-210-5300 UTILITY SERVICES	449.16
			0111DEC16		640-00-400-5300 UTILITY SERVICES	28.81
			2001NOV16		010-10-280-5300 UTILITY SERVICES	136.86
			2160DEC16		010-70-270-5300 UTILITY SERVICES	399.14
					578-30-808-5300 578-1001-00 578-1001-99	163.80 163.80 -163.80
			2170DEC16		UTILITY SERVICES 578-30-808-5300 578-1001-00 578-1001-99	18.55 18.55 -18.55
			2180DEC16		UTILITY SERVICES 578-30-808-5300 578-1001-00 578-1001-99	65.58 65.58 -65.58
			2501NOV16		UTILITY SERVICES 520-70-310-5300	32.14
			3101NOV16		UTILITY SERVICES 010-70-270-5300	199.87
			3600NOV16		UTILITY SERVICES 640-00-400-5300	107.84
			3601DEC16		UTILITY SERVICES 010-10-115-5300	98.15
			3702NOV16		UTILITY SERVICES 010-10-115-5300	19.40
					650-00-500-5300	58.21
			4301NOV16		UTILITY SERVICES 010-70-290-5300	190.82

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
124888	12/20/2016	0000446 SHAFTER, CITY OF	(Continued) 5000DEC16		UTILITY SERVICES 641-70-420-5300	30.42
			5001NOV16		UTILITY SERVICES 571-80-380-5300	4,716.86
Total :						10,690.25
124889	12/20/2016	0000446 SHAFTER, CITY OF	IM PAY 11/16		I/M PAYROLL 11/16 571-80-380-5122	3,382.43
Total :						3,382.43
124890	12/20/2016	0012297 SHC SERVICES INC	1160010362		RN REGISTRY 571-80-380-5123	1,947.50
			1160010922		RN REGISTRY 571-80-380-5123	2,296.00
			1160011942		RN REGISTRY 571-80-380-5123	4,456.00
			116009137		RN REGISTRY 571-80-380-5123	3,616.00
Total :						12,315.50
124891	12/20/2016	0012276 SOAPMAN OF KERN COUNTY PBE INC	42794		MARKING PAIN BLUE 530-70-320-5110	116.10
			45823		RESPIRATOR MASK 641-70-420-5110	19.35
Total :						135.45
124892	12/20/2016	0003608 SOILS ENGINEERING INC	26165		COMPACTION TESTING 575-00-390-1021	15,868.40
Total :						15,868.40
124893	12/20/2016	0012610 SOUTHERN COMPUTER WAREHOUSE	386361		DELL MONITOR 571-80-380-5110	896.77
			386687		EWASTE 571-80-380-5110	20.00
Total :						916.77

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
124894	12/20/2016	0011486 STATEWIDE TRAFFIC SAFETY	12004475		SIGN: NO LEFT 010-70-290-5110	51.60
			12004498		SIGN: SIGNAL AHEAD 010-70-290-5110	116.10
					Total :	167.70
124895	12/20/2016	0009012 STEPHENS, JOSHUA	PER DIEM		PER DIEM- FBI NEGOTIATION 010-60-210-5180	84.00
					Total :	84.00
124896	12/20/2016	0003085 STERICYCLE INC	3003644285		MEDICAL WASTE 571-80-380-5117	1,134.53
					Total :	1,134.53
124897	12/20/2016	0000452 STINSON STATIONERS	695560-0		SUPPLIES 010-60-230-5110	345.60
			699727-0		SUPPLIES 010-60-230-5110	219.58
			700123-0		COPIER PAPER 010-10-110-5110	101.42
					010-50-250-5100	62.78
					010-30-240-5100	62.78
					010-40-160-5100	62.78
					010-20-140-5100	38.64
					010-10-125-5100	38.64
					010-10-115-5100	38.64
					650-00-500-5100	38.64
					010-10-100-5110	38.62
					Total :	1,048.12
124898	12/20/2016	0006132 SUN COUNTRY FLOWERS	25639		PLANT FOR CATHY PROUT FROM THE 571-80-380-5100	82.78
			25656		PLANT CP 010-10-100-5440	203.16
					Total :	285.94
124899	12/20/2016	0006039 SUN RIDGE SYSTEMS INC	4665		ANNUAL SUPPORT	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
124899	12/20/2016	0006039 SUN RIDGE SYSTEMS INC	(Continued)		010-60-210-5110	14,534.00
					Total :	14,534.00
124900	12/20/2016	0003161 SWRCB FEES	EW-1006625		ENFORCEMENT ACTIVITIES	
			LW-1007390		530-70-320-5220	241.50
					PERMITTING, INSPECTIONS & INVESTI	
					530-70-320-5220	18,639.71
					Total :	18,881.21
124901	12/20/2016	0003161 SWRCB FEES	WD-0121780		ANNUAL PERMIT FEE	
					530-70-320-5170	2,088.00
					Total :	2,088.00
124902	12/20/2016	0000937 SYSCO FOOD SERVICES OF VENTURA	179009777		FOOD	
			179009778		571-80-380-5114	252.00
			179011696		FOOD	
			179011878		571-80-380-5114	9,655.08
			179012176		CREDIT - FOOD	
			179012177		571-80-380-5114	-59.28
			179016083		CREDIT - FOOD	
			179017152		571-80-380-5114	-28.94
			179017153		KITCHEN SUPPLIES	
			179022279		571-80-380-5119	1,472.17
			179022280		FOOD	
			179022281		571-80-380-5114	3,584.79
					FOOD	
					571-80-380-5114	9,710.97
					KITCHEN SUPPLIES	
					571-80-380-5119	1,081.20
					FOOD	
					571-80-380-5114	3,117.73
					FOOD	
					571-80-380-5114	83.90
					FOOD	
					571-80-380-5114	10,064.57
					FOOD	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
124902	12/20/2016	0000937 SYSCO FOOD SERVICES OF VENTURA	(Continued)		571-80-380-5114	136.40
					Total :	39,070.59
124903	12/20/2016	0000030 TERMINIX INTERNATIONAL	360050551		PEST CONTROL	
			360439491		010-60-230-5110	80.00
					MCCF PEST CONTROL	
					571-80-380-5119	229.00
					Total :	309.00
124904	12/20/2016	0011710 THE REINALT THOMAS CORP	2204125		TIRES	
			2204179		010-60-210-5160	991.70
					TIRES	
					010-60-210-5160	901.40
					Total :	1,893.10
124905	12/20/2016	0010924 TORRES, MARCOS	REIMBURSEMENT		REIMBURSE FOR WEED EATER PART	
					010-70-270-5100	26.99
					Total :	26.99
124906	12/20/2016	0012655 TOTAL PROCESS SOLUTIONS LLC	25746		REPAIRS	
					525-70-300-5160	960.00
					Total :	960.00
124907	12/20/2016	0011919 TRANSUNION RISK & ALTERNATIVE	11302016		NOV 2016	
					010-60-210-5110	25.00
					Total :	25.00
124908	12/20/2016	0010282 TRANS-WEST SECURITY SERVICES	10139996		VETS HALL GUARD 11/26/16- E.A.	
			10139997		010-2151-22	264.60
			10140161		VETS HALL GUARD 11/26/16 E.A.	
					010-2151-22	264.60
					VETS HALL GUARD- V.G.	
					010-2151-22	297.68
					Total :	826.88
124909	12/20/2016	0000303 TYACK'S TIRES	169784		WHEEL SWITCH, BALANCE	
					525-70-300-5160	1,603.40

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
124909	12/20/2016	0000303 TYACK'S TIRES	(Continued) 169845		RETREAD TIRES, SPOT REPAIR 525-70-300-5160	566.15
			169923		WHEEL SWITCH 525-70-300-5160	10.00
					Total :	2,179.55
124910	12/20/2016	0012238 VALENTI, MARY	EXAM		PSYCHOLOGICAL SCREENING/CORRE 571-80-380-5250	400.00
					Total :	400.00
124911	12/20/2016	0010710 VANTAGEPOINT TRANSFER AGENTS, RHS	Ben411255		RSA: PAYMENT 010-2145-52	10,084.31
					Total :	10,084.31
124912	12/20/2016	0007021 VERIZON WIRELESS	9776044109		CELL PHONES CHARGES 010-60-230-5120	38.01
					010-10-110-5120	152.04
					650-00-500-5120	178.82
					571-80-380-5120	38.01
					010-60-210-5120	674.27
					530-70-320-5300	342.09
					530-70-320-5120	99.94
					530-70-320-5300	25.28
			9776044110		CELL PHONES CHARGES 010-60-210-5120	620.52
					Total :	2,168.98
124913	12/20/2016	0000932 VITAL SIGNS	29952		BRACKETS 010-70-290-5110	295.63
					Total :	295.63
124914	12/20/2016	0012953 WEST COAST COFFEE	4401477254		FOOD 571-80-380-5114	292.40
					Total :	292.40
124915	12/20/2016	0011361 WESTCOAST HYDRAULICS	18203		REPAIRS	

Bank code : 06

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
124915	12/20/2016	0011361 WESTCOAST HYDRAULICS	(Continued)		530-70-320-5110	189.08	
						Total :	189.08
124916	12/20/2016	0005402 WESTEC CORRECTIONS TRAINING	23077		TRNG MCCF - ANATOMY OF A SET UP I 571-80-380-5180	175.00	
						Total :	175.00
124917	12/20/2016	0000273 WILSON, CHRISTINE	MEDICAL		UNREIMBURSED MEDICAL 010-2145-60	261.34	
						Total :	261.34
124918	12/20/2016	0013495 WINTER AUTOMOTIVE REPAIR	2312		CHECK A/C 010-60-210-5160	587.48	
			2320		ENGINE SVC/ BRAKES 010-60-210-5160	105.45	
			2322		ENGINE SVC 010-60-210-5160	225.64	
			2323		ENGINE SVC/BRAKES 010-60-210-5160	688.47	
			2324		ENGINE SVC 010-60-210-5160	76.18	
			2325		ENGINE/BRAKE SVC 010-60-210-5160	109.56	
			2327		ENGINE SVC 010-60-210-5160	77.56	
			2334		ENGINE SVC 010-60-210-5160	77.56	
						Total :	1,947.90
124919	12/20/2016	0001495 WITCHER ELECTRIC INC	33038AA		TANK 2 530-70-320-5220	273.76	
			33039AA		TANK 2 530-70-320-5220	595.36	
			33040AA		SCADA 530-70-320-5220	207.52	
			33064AA		SCADA UPDATES		

Bank code : 06

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
124919	12/20/2016	0001495 WITCHER ELECTRIC INC	(Continued)			
			33065AA		530-70-320-5220 CHARGING STN	830.08
			33066AA		535-20-330-5220 SCADA UPDATES	327.72
					530-70-320-5220	415.04
					Total :	2,649.48
124920	12/20/2016	0013063 WONDERWARE WEST	927946298		SCADA SOFTWARE LICENSE	
					520-70-310-5170	8,919.14
					Total :	8,919.14
124921	12/20/2016	0010690 ZERVIS, JIM	MEDICAL		UNREIMBURSED MEDICAL	
					010-2145-60	75.43
					Total :	75.43
186 Vouchers for bank code : 06						Bank total : 791,332.14

Bank code : 07

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200163	12/12/2016	0007430 COSTCO	DECEMBER 2016		303- PEPPERONI, 65 CHEESE, 295 COM 772-80-780-5001	8,182.37 Total : 8,182.37
200164	12/12/2016	0007430 COSTCO	DECEMBER 2016		105-CHEESECAKES, 61-ALL AMERICAN 772-80-780-5001	3,581.65 Total : 3,581.65
200165	12/20/2016	0011968 A ONE CARD SERVICE INC	9429		CANTEEN SUPPLIES 772-80-780-5001	281.40 Total : 281.40
200166	12/20/2016	0005153 BRIGHT HOUSE NETWORKS LLC	063502101113016		CABLE FOR INMATES 772-80-780-5220	117.17 Total : 117.17
200167	12/20/2016	0000041 COCA COLA REFRESHMENTS	0827309513		CANTEEN SUPPLIES 772-80-780-5001	1,843.20 Total : 1,843.20
200168	12/20/2016	0003532 COOTER, DONNA	REIMBURSEMENT REIMBURSEMENT		CHRISTMAS COOKIE SUPPLIES FOR V 772-80-780-5100 COOKIE SUPPLIES FOR VISITING DUR 772-80-780-5100	2.57 50.64 Total : 53.21
200169	12/20/2016	0000001 FLOYD'S STORES, INC	406156 406160		VISITING ROOM 772-80-780-5100 VISITING CHRISTMAS TREE 772-80-780-5100	109.62 69.86 Total : 179.48
200170	12/20/2016	0007693 FOOD EXPRESS USA	INV3779769 INV3815347		CANTEEN SUPPLIES 772-80-780-5001 CANTEEN SUPPLIES 772-80-780-5001	3,538.64 7,068.76 Total : 10,607.40

Bank code : 07

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200171	12/20/2016	0000021 OFFICE DEPOT BUSINESS SRVC	878620543001		IWF PHOTO CART FOR PHOT DUCATS 772-80-780-5100	316.37
			880927786001		CANTEEN PAPER SUPPLIES 772-80-780-5100	55.78
					Total :	372.15
200172	12/20/2016	0000937 SYSCO FOOD SERVICES OF VENTURA	179009779		PAPER BAGS FOR CANTEEN 772-80-780-5100	71.66
					Total :	71.66
200173	12/20/2016	0009848 UNION SUPPLY COMPANY	INV3815348		CANTEEN SUPPLIES 772-80-780-5001	274.00
					Total :	274.00
11 Vouchers for bank code : 07						Bank total : 25,563.69

Bank code : 08

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
500282	12/7/2016	0011849 CDCR IM ACCT BRANCH HEADQUARTR	NOVEMBER 2016		INMATE RESTITUTION NOV 2016 775-2150-00	2,825.63 Total : 2,825.63
500283	12/9/2016	0013691 MURRAY, LLOYD	V55906 MURRAY		INMATE TRANSFER ON: 12/12/16 TO 775-2150-00	6.30 Total : 6.30
500284	12/20/2016	0013669 BUI, BROOKE	AU1276 HAYNES		I/M SEND TO LITTLE SISTER 775-2150-00	63.00 Total : 63.00
500285	12/20/2016	0013693 COSTELLO AG0587, JASON	AG0587 COSTELLO		I/M TRNSF TO DELANO MCCF ON 12/5/ 775-2150-00	26.08 Total : 26.08
500286	12/20/2016	0013694 DELACAMPA A14598, ENRIQUE	A14598 DELACAMPA		I/M TRNSF TO CMC ON 12/4/16 775-2150-00	100.00 Total : 100.00
500287	12/20/2016	0013696 HERNANDEZ SOLANO, ULISES	T62425 AVALOS		I/M SEND FOR CHRISTMAS GIFTS 775-2150-00	650.00 Total : 650.00
500288	12/20/2016	0013665 JOLLY BA1370, GEORGE	BA1370 JOLLY		I/M TRNSF ON 11/18/16 TO WSP 775-2150-00	3.10 Total : 3.10
500289	12/20/2016	0013666 NAVARRO BA0413, JOHN	BA0413 NAVARRO		I/M TRNSF ON 11/20/16 TO WSP 775-2150-00	22.24 Total : 22.24
500290	12/20/2016	0013143 PETTAWAY, EARL AF2301	AF2301 PETTAWAY		REC'D FROM ACCESS - FORWARD TO 775-2150-00	30.00 Total : 30.00
500291	12/20/2016	0000446 SHAFTEY, CITY OF	CANTEEN 11/16		I/M CANTEEN PURCHASES 11/16 775-2150-00	28,498.25

Bank code : 08

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
500291	12/20/2016	0000446 SHAFTER, CITY OF	(Continued) SPCL CANTEEN 11/16		I/M SPCL CANTEEN PURCHASES 11/16 775-2150-00	553.43
Total :						29,051.68
500292	12/20/2016	0000446 SHAFTER, CITY OF	IM MED COPMT		I/M MEDICAL CO-PAYS 11/16 775-2150-00	210.00
Total :						210.00
500293	12/20/2016	0013697 SOLACHE, YVETTE	P93464 ACOSTA		I/M PAY PHONE BILL 775-2150-00	20.00
Total :						20.00
500294	12/20/2016	0000661 ST OF CA DEPT OF CORRECTIONS	AR7836 RAZO AZ6330 PERALTA BA1074 DALTON		I/M TRNSF TO 10/19/16 FRWD FUNDS T 775-2150-00 I/M TRNSF ON 11/29/16 OTC SAN BERN 775-2150-00 RETURN FUNDS TO CDCR-I/M LEFT O1 775-2150-00	0.14 153.75 7.56
Total :						161.45
500295	12/20/2016	0013217 VALLE, ANNETTE	P93464 ACOSTA		I/M SEND FOR CHRISTMAS GIFT 775-2150-00	50.00
Total :						50.00
500296	12/20/2016	0000311 WASCO STATE PRISON TRUST	AH0539 GUDEHUS AK7996 DE LEON AT3736 MENDOZA AT4011 RICHMOND AU6680 NGUYEN AV8454 LOPEZ		I/M PARTIAL PYMT ON GLASSES 775-2150-00 I/M PAY PARTIAL PYMT FOR GLASSES 775-2150-00 I/M PAY PARTIAL PYMT FOR GLASSES 775-2150-00 I/M PAY PARTIAL PYMT ON GLASSES 775-2150-00 I/M PAID PARTIAL PYMT ON GLASSES 775-2150-00 I/M PAID IN FULL FOR GLASSES 775-2150-00	9.45 10.35 13.70 12.01 14.20 3.50

Bank code : 08

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
500296	12/20/2016	0000311 WASCO STATE PRISON TRUST	(Continued)			
			AV8454 LOPEZ		I/M PAID IN FULL ON GLASSES 775-2150-00	3.50
			AW5284 GLUSHCHUK		I/M PAID IN FULL FOR GLASSES 775-2150-00	1.93
			AX1642 EVANS		I/M PAY PARTIAL PYMT ON GLASSES 775-2150-00	9.92
			AX9244 - DOUCETTE		I/M PAID IN FULL FOR GLASSES 775-2150-00	16.00
			BA0413 NAVARRO		I/M PAID IN FULL FOR GLASSES 775-2150-00	32.55
			F64006 TRUJILLO		I/M PAID IN FULL FOR GLASSES 775-2150-00	16.00
			G62252 GOINS		I/M PAY PARTIAL PYMT ON GLASSES 775-2150-00	10.35
			P86103 SUY		I/M PAID IN FULL FOR GLASSES 775-2150-00	32.55
					Total :	186.01
					Bank total :	33,405.49
					Total vouchers :	850,301.32
		15 Vouchers for bank code :	08			
		212 Vouchers in this report				

Bank code : 08

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
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This voucher register approved by the City Council for the period and amount herein referenced.

CERTIFIED BY

MAYOR _____

MEMBER _____

MEMBER _____

MEMBER _____

MEMBER _____

**MINUTES OF THE REGULAR MEETING OF THE
SHAFTER CITY COUNCIL
COUNCIL CHAMBER, 336 PACIFIC AVENUE
TUESDAY, DECEMBER 6, 2016**

CALL TO ORDER: 7:00 p.m.

ROLL CALL:

PRESENT: Mayor Prout, Mayor Pro Tem Florez, and Council Members Alvarado, Colvard, and Espericueta. Also present: City Manager Hurlbert, Planning Director Clausen, Public Works Director James, Deputy City Clerk Pallares, City Clerk Wilson, Administrative Services Director Zervis, and Chief of Police Zimmerman.

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Florez

INVOCATION: Council Member Colvard

APPROVAL OF AGENDA:

MOVED (COLVARD) AND SECONDED (ESPERICUETA) COUNCIL DETERMINED THERE WAS A NEED TO TAKE IMMEDIATE ACTION AND THAT THE NEED FOR ACTION CAME TO THE ATTENTION OF THE COUNCIL SUBSEQUENT TO THE AGENDA BEING POSTED; TO ADD CONSENT CALENDAR ITEM 13 SPECIAL EVENTS METROCOM HOLIDAY TOY DRIVE AND REMOVE MANAGEMENT REPORT 1 SHIPPERS TRANSPORT EXPRESS LEASE AGREEMENT TO OCCUPY AND OPERATE CONTAINER YARD. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: ALVARADO, COLVARD, ESPERICUETA, FLOREZ, AND PROUT.

NAYS: NONE.

ABSENT: NONE.

ABSTENTIONS: NONE.

MOVED (ESPERICUETA) AND SECONDED (FLOREZ) COUNCIL APPROVED THE AGENDA AS AMENDED. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: ALVARADO, COLVARD, ESPERICUETA, FLOREZ, AND PROUT.

NAYS: NONE.

ABSENT: NONE.

ABSTENTIONS: NONE.

PRESENTATION:

1. Mayor Prout presented a Resolution of Commendation to the Shafter Gladiators Rookies Team 2016 Conference and League Champions.

PUBLIC COMMENT:

MetroPCS representative Ramiro Ayon, 305 State, spoke on his toy drive and teddy bear drive event.

CONSENT CALENDAR:

1. Approve Payroll: November 15, 2016, November 16, 2016, November 30, 2016.
2. Approve General Checks: November 17, 2016, November 18, 2016, December 1, 2016.
3. Approve Minutes: Regular November 15, 2016.
4. Receive and file Investment Report: October 2016.
5. Receive and file Overtime Report: November 2016.
6. Approve Resolution of Commendation: Robert Gonzalez.
7. Approve Resolution of Commendation: Tony Mestaz.
8. Approve Appointment of Tim Unruh to the Kern Mosquito and Vector Control District Board of Trustees to finish two-year term through December 31, 2017.
9. Accept dedication for street and public utility purposes at APN 026-101-35 from Gerardo Garza Jr. and authorize the City Engineer to record said dedication.
10. Accept grant deed for Lot A of Tract 6762 Phase 2 APN 482-210-01, Flight Park, from Lennar Homes of California; and authorize the City Manager to record the grant deed.
11. Authorize the recording of the final map for Tract 6762 Phase 2.
12. Authorize the recording of the final map for Tract 6982.
13. Approve Special Event Permit: MetroCom, Holiday Toy Drive and Teddy Bear Giveaway, December 5 and 19, 2016, 305 State Avenue.

MOVED (ESPERICUETA) AND SECONDED (FLOREZ) COUNCIL APPROVED THE CONSENT CALENDAR AS AMENDED. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: ALVARADO, COLVARD, ESPERICUETA, FLOREZ, AND PROUT.

NAYS: NONE.

ABSENT: NONE.

ABSTENTIONS: NONE.

COUNCIL ANNOUNCEMENTS AND REPORTS:

On November 17, 2016, Mayor Prout attended a Kern Council of Government Board meeting.

On November 18, 2016, Mayor Prout, Mayor Pro Tem Florez, Council Members Alvarado and Colvard attended the Shafter Employee Appreciation Dinner.

On November 28, 2016, Mayor Prout attended the Kern Mayors and Managers Meeting host by the City of Shafter.

On November 29, 2016, Mayor Prout, Council Members Alvarado, Colvard, and Espericueta participated in the Shafter Lions' Club Parade.

On November 29, 2016, Mayor Pro Tem Florez attended San Joaquin Valley Special City Selection Committee meeting in Bakersfield, which was adjourned due to a lack of quorum.

On December 1, 2016, Mayor Prout toured of the American Refuse Recycling facility in Wasco.

CITY MANAGER COMMENTS AND REPORTS:

City Manager Hurlbert reported on previous and upcoming events. Administrative Services Director Zervis spoke on refunding and issuing \$12.5 million in Redevelopment Agency bonds.

PUBLIC HEARING:

Should anyone challenge any proposed action which is the subject of a public hearing listed on this agenda, that person challenging any action taken after the public hearing may be limited to raising only those issues addressed at the public hearing described in this notice, or in written correspondence delivered to the City Council at or prior to this public hearing.

1. **SUBDIVISION ORDINANCE UPDATE:** Planning Director Clausen made introductory comments. A notice of public hearing was properly advertised. The Shafter Planning Commission recommended approval.

Mayor Prout opened the public hearing. There being no members of the audience wishing to speak the public hearing was closed.

MOVED (ALVARADO) AND SECONDED (ESPERICUETA) COUNCIL INTRODUCED FOR FIRST READING, BY TITLE ONLY AND WAIVED READING OF ORDINANCE 692, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHAFTER CALIFORNIA ADOPTING THE CITY OF SHAFTER SUBDIVISION ORDINANCE, TITLE 16 OF THE SHAFTER MUNICIPAL CODE AS PROVIDED AND ATTACHED IN EXHIBIT "A". MOTION CARRIED BY THE FOLLOWING VOTE:

*AYES: ALVARADO, COLVARD, ESPERICUETA, FLOREZ, AND PROUT.
NAYS: NONE.
ABSENT: NONE.
ABSTENTIONS: NONE.*

MANAGEMENT REPORTS:

1. *ITEM REMOVED FROM THE AGENDA.* **SHIPPERS TRANSPORT EXPRESS LEASE AGREEMENT TO OCCUPY AND OPERATE CONTAINER YARD:** a request to authorize the City Manager to enter into a Lease Agreement with Shippers Transport Express to occupy and operate the Shafter Container Yard.
2. **PURCHASE OF TWO POLICE VEHICLES:** Chief of Police Zimmerman made introductory comments.

MOVED (COLVARD) AND SECONDED (ALVARADO) COUNCIL AUTHORIZED THE PURCHASE OF TWO 2017 FORD POLICE UTILITY VEHICLES FROM JIM BURKE FORD FOR \$57,162.60 TOTAL; TWO MDC LAPTOPS FOR \$9,500.00 TOTAL; OUTFITTING OF TWO VEHICLES FOR \$35,338.78 TOTAL; GRAPHICS FOR TWO VEHICLES AT \$1,000.00 TOTAL; AND RADIO EQUIPMENT FOR TWO VEHICLES FOR \$5,800.30 TOTAL. MOTION CARRIED BY THE FOLLOWING VOTE:

*AYES: ALVARADO, COLVARD, ESPERICUETA, FLOREZ, AND PROUT.
NAYS: NONE.
ABSENT: NONE.
ABSTENTIONS: NONE.*

3. **INFORMATION BULLETIN 16-23: a.** Water System Update. Public Works Director James reported Well 18 testing determined pumping at approximately 900 feet at two different sections of perforations to blend an odor issue found at one of the sections. Assuming that testing results come back positive, Staff will bid the pump and motor phase of the project early next year. He also reported a 10% water conservation rate for November, and 22% cumulative rate since June 2015.

RECESS:

MOVED (COLVARD) AND SECONDED (FLOREZ) COUNCIL RECESSED INTO CLOSED SESSION AT 7:44 P.M. MOTION CARRIED WITH NO OPPOSITION.

CLOSED SESSION

1. **CONFERENCE WITH LABOR NEGOTIATORS:** (Government Code Section 54957.6) Labor Negotiator: City Manager Hurlbert; Employee Organization: Shafter Corrections Officers Association; Shafter Public Works Employees Unit; Shafter Police Officers Association; and Unrepresented Employees. *NO REPORTABLE ACTION.*

ADJOURNMENT:

MOVED (COLVARD) AND SECONDED (FLOREZ) COUNCIL ADJOURNED THE MEETING AT 8:27 P.M. MOTION CARRIED WITH NO OPPOSITION.

Cathy L. Prout, Mayor

ATTEST:

Yazmina Pallares, Deputy City Clerk



Proclamation

World AIDS Day

December 1, 2016

WHEREAS, the global spread of HIV infection and AIDS necessitates a worldwide effort to increase communication, education and action to stop the spread of HIV/AIDS; and

WHEREAS, the Joint United Nations Programme on HIV/AIDS (UNAIDS) observes December 1 of each year as World AIDS Day, a day to expand and strengthen worldwide effort to stop the spread of HIV/AIDS; and

WHEREAS, UNAIDS, is an innovative partnership that leads and inspires the world in achieving universal access to HIV prevention, treatment, care and support; and

WHEREAS, speaking out in solidarity with the people most affected by HIV in defense of human dignity, human rights and gender equality; and

WHEREAS, mobilizing political, technical, scientific and financial resources and holding ourselves and others accountable for results; and

WHEREAS, Bakersfield's AIDS Project for it's 24th year as an all-volunteer, non-profit organization has planned several local activities such as the Annual Candle Light Vigil and March, Change Counts, and AIDS Memorial Quilt Displays in a spirit of global unity for World AIDS Day; and

WHEREAS, in Kern County there are well over 3,500 persons living with HIV/AIDS.

NOW, THEREFORE, I, Cathy L. Prout, Mayor of the City of Shafter, on behalf of the entire Shafter City Council, do hereby proclaim Thursday, December 1, 2016 as World AIDS Day in the City of Shafter and urge all citizens to take part in activities and observances designed to increase awareness and understanding of HIV/AIDS as a global challenge, to take part in HIV/AIDS prevention activities and programs, and to join the global effort to prevent the further spread of HIV/AIDS.

PASSED AND ADOPTED this 20th day of December, 2016.

Cathy L. Prout, Mayor

December 20, 2016

To Honorable Mayor and Members
of the Shafter City Council

CANCEL BOARD MEETING OF JANUARY 3, 2017

For your consideration, staff is requesting cancellation of the regular City Council meeting on January 3, 2017.

During the 7-work days prior to the January 3 City Council meeting, City employees will observe 4 holidays. The holidays will be observed as follows:

1. Christmas Eve on Friday, December 23, 2016.
2. Christmas Day on Monday, December 26, 2016
3. New Year's Eve on Friday, December 29, 2016
4. New Year's Day on Monday, January 2, 2017.

Due to this holiday schedule, the management reports for business matters appearing on the agenda for the City Council meeting on January 3, 2017, must be submitted by staff by December 21, 2016.

The early deadline provides the necessary processing time as follows:

1. The Finance Director to review the management reports for fiscal impact and for the Planning Director to review the management reports for CEQA analysis on Thursday, December 22.
2. The City Clerk to assemble the management reports into a draft agenda packet on Tuesday, December 27.
3. The City Manager to review, correct, and approve the agenda packet on Wednesday, December 28.
4. The City Clerk to publish and distribute the agenda packet by Thursday, December 28, 2016.

At this time, there are no business matters that require action by the City Council at the regular meeting on January 3, 2017. A special meeting can be scheduled should business matters requiring immediate attention arise.

RECOMMENDATION

Council cancel the regular City Council meeting of January 3, 2017.

Scott Hurlbert
City Manager

December 20, 2016

To Honorable Mayor and Members
of the Shafter City Council

GUARD RAIL REPAIRS AT LERDO HIGHWAY

Three separate sections of guard rail at canals crossing on Lerdo Highway were damaged. Two of the sections were caused by vehicle collisions and the third section does not have a known cause. Because of the safety implication of not having a fully-assembled guard rail where it is needed, Staff opted to award the repair and replacement work to C&W Construction Specialties who recently completed guard rail installation at Birch Street, south of East Ash Avenue. The estimated cost provided by C&W is \$11,282.

CEQA ANALYSIS

The proposal is exempt from the California Environmental Quality Act (CEQA) under Section 15303(d) of the CEQA Guidelines in that only small new repairs will be provided for the City's existing guard rail system at canal crossings on Lerdo Highway.

FISCAL IMPACT

The cost for repairing one of the damaged sections has already been recovered through an insurance claim. The balance of the work may or may not be recoverable but it can be fully-funded for now through our Streets Contractual account without budget action.

RECOMMENDATION

Council accept quote submitted by C&W Construction Specialties to perform guard rail repairs and replacements on Lerdo Highway for a total of \$11,282.

Scott Hurlbert
City Manager

ATTACHMENTS

1. C & W Construction Specialties Quote



C&W Construction Specialties, Inc.
License #256795 A, C13 * Union Contractor
 DIR Registration #1000007135

Job# 16142
 09/22/16 04:00 PM
 Eric Marksberry
 ericm@cwcs.us
 Bid Date: 09/22/2016

2419 Palma Drive
 Ventura CA 93003
 Fax - 805-642-7834
 Phone - 805-642-0204

Proposal
 Project No.

www.highwayrail.com

<i>Job No.</i>	<i>Item/Cost Code</i>	<i>Description</i>	<i>Amount</i>
16142 SHAFTER MBGR REPAIRS			
	1 REPAIR MBGR - EAST OF 99	LUMP SUM @ \$ 3260.00	3,260.00
	2 REPAIR MBGR - FRIANT CANAL EAST END	LUMP SUM @ \$ 4516.00	4,516.00
	3 REPAIR MBGR - FRIANT CANAL WEST END	LUMP SUM @ \$ 3506.00	3,506.00
Grand Total: \$			11,282.00

Notes:

STANDARD CONDITIONS:

1. Approximately TWO (2) working day is required to install our items of work after fabrication (If fabrication is necessary).
2. TWO (2) shifts of traffic control will need to be provided (by others) to complete our items of work.
3. All surveys for alignment, off sets and elevations are to be completed by others prior to our mobilization.
4. Spoils from our excavations are to be scattered in the immediate vicinity of our work, relocation of spoils is to be considered extra work.
5. This quote is valid for 30 calendar days from the bid opening date.
6. The insurance and indemnity provisions as listed in the agencies bid documents. (With the exception of professional liability insurance, which is excluded in all instances). Costs for special endorsements will be charged accordingly.
7. The proposal and these contract provisions must become a binding part of any subsequent subcontract.
8. Retention on progress payments shall only be held if the agencies contract documents or project provisions requires retention withholding for both the prime and sub contractors.
9. All change order work performed for any party other than the contracting agency will be performed at C&W's T&M rates.
10. Proposal pricing is based upon award of all bid items as a package unless noted otherwise. If interested in splitting out bid items or adding bid items please call before bid time.
11. Scheduling for performance of C&W's scope of work (or fabrication) shall be mutually agreed. Overtime work shall not be required unless specifically provided for in this proposal.
12. This proposal is for a maximum of ONE (1) mobilization. Additional mobilizations will be billed at the rate of \$2500.00
13. C & W is signatory to the Master Labor Agreements of: Southwest Regional Council of Carpenters and Southern California District Council of Laborers only. Any requirement to be signatory to any other labor agreements is at C & W's sole discretion and no representation is made herein that C & W shall do so.
14. Crew and equipment standby time caused by others shall be compensated as extra work.
15. Terms are net 30 calendar days after date of invoice on monthly progress billings.

STANDARD EXCLUSIONS:

1. Removals of existing or interfering obstacles not shown on plans.
2. Pedestrian or traffic control
3. Maintenance or repair due to damage caused by others
4. Clearing, grubbing or grading. C&W shall not be liable for, and shall not provide defense or indemnity to any party for failure of the General Contractor or other responsible party to provide required grading for MBGR end treatments as specified in the project specific and/or Standard Plans & Specifications, as may apply.

Accepted by: _____ Date: _____
 Company / Name / Signature



C&W Construction Specialties, Inc.

License #256795 A, C13 * Union Contractor

DIR Registration #1000007135

Job# 16142

09/22/16

Page # 2 of 2

Proposal

2419 Palma Drive
Ventura CA 93003
Fax - 805-642-7834
Phone - 805-642-0204

Project No.

Continued

Job No.	Item/Cost Code	Description	Amount
	5.	Bond costs / C&W's bond rate is less than 1%.	
	6.	Concrete pilasters, mow strips or curbs unless specifically quoted in this proposal	
	7.	Hand digging to locate and/or relocating public or private utilities.	
	8.	All costs associated with the repair of damaged utilities that were not properly located by others prior to our mobilization. USA dig alert will be notified of our intention to excavate at least 48 hours prior to beginning work.	
	9.	Drilling or excavating through heavy rock or asphalt, concrete cutting, coring or breaking	
	10.	Layout or placement of post pockets if post pockets are required	
	11.	Clean out of post pockets before post installation.	
	12.	Asphalt repair or patching	
	13.	Costs and/or scheduling for inspection or quality control plans.	
	14.	Permits or permit fees.	
	15.	Material testing fees.	
	16.	Fence Grounding or signage if required	
	17.	Assessment of liquidated damages, including participation in project damages and general contractor overhead cost assessments, for delays caused by others.	
	18.	SWPPP, BMP's and associated work/monitoring/testing.	
	19.	Dust Control.	
	20.	Construction water.	
	21.	Professional Liability insurance (If required).	
	22.	This proposal is not for "design/build" services. C&W Construction Specialties, Inc (hereinafter "CWCS") shall not bear any responsibility for engineering and design of the Work contemplated under this proposal. General arrangement plans, construction details, equipment selection data and any other information provided by CWCS is strictly intended for the convenience of Contractor, Owner and the Engineer for consideration in their development and finalization of plans and specifications for the Work. Incorporation of any information provided by CWCS without modification into design of the Work shall not be construed as conferring any responsibility for the design onto CWCS	

December 20, 2016

To Honorable Mayor and Members
of the Shafter City Council

**SALARY AND BENEFIT PACKAGE-SHAFTER POLICE OFFICERS ASSOCIATION,
SHAFTER PUBLIC WORKS EMPLOYEE ASSOCIATION SEIU, AND
NONREPRESENTED SHAFTER EMPLOYEES**

Shafter Public Works Employee Association

Attached is the employee bargaining unit agreement representing the Shafter Public Works Employee Association SEIU (SPWEA). The represented unit has approved the Agreement and is consistent with Council direction. The following are the changes for the SPWEA bargaining unit:

1. General salary increase of one-percent (1%), for all bargaining unit positions, effective January 1, 2017.
2. A one-time, off schedule \$1,000 net compensation, for all bargaining unit positions, paid by separate check no later than December 22, 2016.
3. Employees who have accrued at least one hundred and twenty (120) hours of vacation time shall be allowed to cash-out up to a maximum of forty (40) hours of vacation time annually. Payments will be made twice a year; May 31 and November 30. Request must be received by Human Resources no later than the 15th of the month requested.
4. City will look into creating an account with one vendor for the purchase of boots and coats pursuant to Section 6.2(c) of the MOU. Vendor to be specified by bargaining unit pending City approval. City will develop purchasing procedures with the vendor and communicate those procedures to bargaining unit. The annual reimbursement remains unchanged.
5. The City agrees to continue paying one hundred percent (100%) of dental, medical and vision premiums on the base plans for employee and eligible dependents from January 1, 2017 through December 31, 2017, with the provision to reopen negotiations for the sole purpose of discussing dental, medical, and vision plan options.
6. The Agreement covers a one-year period from January 1, 2017 through December 31, 2017.

Shafter Police Officers Association

Attached is the employee bargaining unit agreement representing the Shafter Police Officers Association (SPOA). The represented unit has approved the Agreement and is consistent with Council direction. The following are the changes for the SPOA bargaining unit:

1. General salary increase of one-percent (1%), for all bargaining unit positions effective January 1, 2017.
2. A one-time, off schedule \$1,000 net compensation, for all bargaining unit positions, paid by separate check no later than December 22, 2016.
3. Upon Assignment and at the approval of the Chief of Police, the following shall apply to sworn officers under PC 830.1, effective January 1, 2017:
 - a. One-time reimbursement up to \$750 for Honor Guard uniform.
 - b. Annual reimbursement up to \$150 for the replacement of worn Honor Guard uniform components.

- c. Annual reimbursement up to \$150 per collateral assignment, for collateral assignment uniform.
4. POST Incentive Pay– dispatchers will be eligible to receive POST Intermediate and Advanced certification incentive pursuant to Section 5.2(b) of the SPOA MOU, effective January 1, 2017.
5. Employees who have accrued at least one hundred and twenty (120) hours of vacation time shall be allowed to cash-out up to a maximum of forty (40) hours of vacation time annually. Payments will be made twice a year; May 31 and November 30. Request must be received by Human Resources no later than the 15th of the month requested.
6. The City agrees to continue paying one hundred percent (100%) of dental, medical and vision premiums on the base plans for employee and eligible dependents from January 1, 2017 through December 31, 2017, with the provision to reopen negotiations for the sole purpose of discussing dental, medical, and vision plan options.
7. The Agreement covers a one-year period from January 1, 2017 through December 31, 2017.

Non-Represented Employees

1. General salary increase of one percent (1%), effective January 1, 2017, for full-time regular and part-time employees.
2. A one-time, off schedule net compensation paid by separate check no later than December 22, 2016, to the following employees employed on or before November 30, 2016, and continuously employed through December 22, 2016, as follows:
 - a. Full-time regular employees: \$1,000.
 - b. Part-time employees: Prorated amount based on the total number of hours worked in calendar year 2016, through December 15 payroll, multiplied by the prorated factor of 0.5503 ($\$1,000/1767.19$), then rounding up to the next \$10, not to exceed \$1,000 net compensation. As an example, an employee who worked 200 hours ($200 \times 0.5503 = \$110.06$), net compensation is \$120.
3. The City shall provide an incentive to obtain a level of education beyond that of high school graduation for full-time regular employees provided the course of study is in a job-related subject as determined by the Department Head and approved by the City Manager. Compensation is as follows:
 - a. An employee with a qualified job-related associate degree from an accredited college or university shall be compensated 2.5% of base salary.
 - b. An employee with a qualified job-related bachelor degree from an accredited college or university shall be compensated 5% of base salary. An employee receiving the incentive for the bachelor degree shall not receive the incentive for having an associate degree. The maximum education incentive pay is 5% of base salary.
 - c. Positions with a minimum eligibility requirement of an associates or bachelor degree or combination of education and experience in lieu of degree do not qualify for education incentive pay.
4. Employees who have accrued at least one hundred and twenty (120) hours of vacation time shall be allowed to cash-out up to a maximum of forty (40) hours of vacation time annually. Payments will be made twice a year; May 31 and November 30. Request must be received by Human Resources no later than the 15th of the month requested.
5. The City agrees to continue paying one hundred percent (100%) of dental, medical and vision premiums on the base plans for full-time regular employee and eligible dependents from January 1, 2017 through December 31, 2017, with the provision to reopen negotiations for the sole purpose of discussing dental, medical, and vision plan options.

FISCAL IMPACT

A budget amendment is not required. The total annual cost for both the SPWEA and the SPOA units, and unrepresented employees resulting from 1% general salary increase is \$102,468 and the one-time off schedule net compensation is \$190,172. These cost increases, including the cost of continuing health care coverage, are included in the adopted budget for fiscal year 2016/17.

RECOMMENDATION

1. Council approve the Memorandum of Understanding with the Shafter Public Works Unit SEIU for the period of January 1, 2017 through December 31, 2017 to include a one percent (1%) general salary increase effective January 1, 2017 and one-time, off schedule \$1,000 net compensation, for all bargaining unit positions.
2. Council approve the Memorandum of Understanding with the Shafter Police Officers Association for the period of January 1, 2017 through December 31, 2017 to include a one percent (1%) general salary increase effective January 1, 2017 and one-time, off schedule \$1,000 net compensation for all bargaining unit positions.
3. Council approve the education incentive, vacation balance buy-back program, a one percent (1%) general salary increase effective January 1, 2017, and a one-time off schedule \$1,000 net compensation for non-represented full-time regular employees; and a one percent (1%) general salary increase effective January 1, 2017, and a one-time off schedule net compensation, amount pro-rated based on hours worked in 2016 through December 15 for part-time employees.

Scott Hurlbert
City Manager

ATTACHMENT

1. Shafter Police Officers Association Memorandum of Understanding.
2. Shafter Public Works Unit SEIU Memorandum of Understanding.

ATTACHMENT

1. Shafter Police Officers Association Memorandum of Understanding.
2. Shafter Public Works Unit SEIU Memorandum of Understanding.

NOT AVAILABLE AT THE TIME OF POSTING THE AGENDA

December 20, 2017

To Honorable Mayor and Members
of the Shafter City Council

VIDEO SURVEILLANCE SYSTEM PROJECT – CONVERGINT TECHNOLOGIES PROFESSIONAL SERVICES AGREEMENT

Staff has been in discussions with Convergent Technologies for the development of a video surveillance system. Staff's research has concluded and Convergent Technologies has been determined to be the vendor best suited to serve the City's needs. The first step in development of the project is to enter into a professional services agreement to establish an ongoing consulting relationship and provide the framework to effectively manage the scope and cost in completing the project. Each stage of the project, from development to completion of the system, will be identified by task orders and brought before council for approval. The draft professional services agreement is attached for council review.

Staff is seeking authorization to negotiate a professional service agreement and authorization to execute the professional services agreement subject to final approval by the City Attorney. Staff is also seeking authorization to execute the first four Task Orders plus contingencies as follows:

1. Task Orders #1 & #2: design and installation of cameras and a security system at the City Container Yard not to exceed \$20,000.
2. Task Orders #3 & #4: design and installation of the Proof-of-Concept camera system at the Shafter Animal Control and Shooting Range facilities not to exceed \$97,000.
3. Additional site work and project costs by the city and independent contractors at an estimated cost of \$8,000.

FISCAL IMPACT

No budget action is required with the approval of Task Orders #1 through #4. The Loading Dock and Facility Improvements at City Rail Facility budget (Project Accounting 1021) has an unobligated balance of roughly \$659,219 which can be used to fund the costs of Task Orders #1 & #2. The City-wide Unified Camera System for fiscal year 2016/17 budget (Project Accounting 1019) has an unobligated balance of roughly \$740,836 which can be used to fund the costs of Task Orders #3 & #4 and the additional site work and project costs.

RECOMMENDATION

Council authorize the City Manager to finalize negotiations with Convergent Technologies for a professional services agreement to develop a video surveillance system; authorize the City Manager to execute the professional services agreement conditioned on approval by the City Attorney; and authorize the City Manager to execute Task Orders No. 1-4 for the engineering, design and installation work not to exceed \$125,000.

Scott Hurlbert
City Manager

ATTACHMENTS

1. Convergent Quote SB00023720P, Task Orders 1 & 2, Shafter Container Yard, 12-15-16
2. Convergent Quote SB00023814P Task Orders 3 & 4 Shafter Range Proof-of-Concept 12-15-16
3. Professional Services Agreement.



3600 Pegasus Drive #4, Bakersfield, California 93308
Phone Mobile (661) 858-9695
sean.bryant@convergent.com

December 15, 2016

City of Shafter
18849 South Shafter Avenue
Shafter, California 93263
Attention: Scott Wiggins

Quotation: SB00023814P
License: C10 #986407

Reference: Animal Control & Range
PSA Task Orders #3 & #4 - Shafter Range Proof-of-Concept

On behalf of our thousands of global colleagues, I want to personally thank you for considering Convergent Technologies for this project and for providing us with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today and in the years ahead.

Convergent has developed a strong reputation for service excellence and is the only company recognized twice as the Systems Integrator of the Year by SDM Magazine. Most recently, Convergent was ranked the 2nd largest global systems integrator. This recognition is, in part, a reflection of the strong relationships Convergent has developed with the industry's top technology manufacturers. Convergent Technologies has a strong history of success with similar solutions provided to other clients and would be happy to provide these references upon request.

Our guiding principal has always been to be a customer-focused and service-based company, supported by dedicated and certified professionals who strive to make a daily difference. Our vision of becoming our customers' best service provider is what drives everything we do. After achieving a successful on-time and on-budget project installation, Convergent will provide you with the industry's best on-going service. This service includes our 24/7 customer portal (iCare), designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for considering Convergent Technologies as your partner for your electronic security needs.

Scope of Work

Convergent Technologies' scope of work includes providing, installing, programming and commissioning the Bill of Materials to comply with the City of Shafter's Professional Service Agreement, Tasks Orders #3 & #4 "Shafter Range Proof-of-Concept" and as listed below and with regards to the data listed in the clarifications and exclusions section of this proposal. All labor will comply with prevailing wage.

Convergent Technologies will provide and install 3 high definition IP cameras at the Animal Control and 3 high definition IP cameras at the Range and integrating these into the City's IP network. In addition, Convergent will install a 24TB IndigoVision NVR at Police Department which will serve as the recording platform for the 6 cameras and will also serve to support future City cameras. In order to support this deployment, Convergent will also install and terminate fiber between the Range and the Animal Control and will also provide a 60Ghz radio link between the range and a solar camera pole to be installed on site.

Specifically, Convergent will provide the following equipment:

- Provide and install 3 cameras at Animal Control which will consist of:
 - 1 Internal fixed camera to view lobby area (not receptionists desk area)
 - 1 pole-mount PTZ on NE corner of building
 - 1 swan-neck parapet mount PTZ on SW corner of building
 - All Cameras connected to customer provide switch at Animal Control
 - Provide and Install 1 IndigoVision 24TB NVR for recording of Animal Control & Range Cameras and future City cameras
- Provide and Install 2 cameras at Range which will consist of:
 - 1 surface-mount PTZ under overhang
 - 1 pole-mount PTZ on tallest pole next to Range Building
- Provide and Install 1 PTZ camera on a solar powered pole with a 60Ghz Siklu Radio near long range area with communication to a Siklu Radio mounted on the Range building.

Convergent will further configure the IndigoVision system with the proper viewing and retention settings for each of the 6 cameras. In addition, Convergent will install the video client on one City computer workstation. City to provide all network switches, networking Animal Control and City Hall, and computer workstations & monitors for video system.

Warranty

Convergent will provide a one year labor warranty and a one year material warranty on all equipment provided by Convergent. Provision of labor and materials after the first year will be billed on a time and materials basis.

Bill of Materials

Line	Qty	Part	Description	Manufacturer	Unit Price	Extended Price
1		Animal Control				
2	2.00	562147	Ultra 2K Environmental Pendant PTZ, 30x Lens (NTSC)	IndigoVision	\$ 2,918.92	\$ 5,837.84
3	2.00	130176	High PoE Injector 75W	IndigoVision	\$ 162.16	\$ 324.32
4	1.00	611440	BX420 Vandal Resistant 4MP Minidome Camera	IndigoVision	\$ 527.03	\$ 527.03
5	1.00	110085	Pendant PTZ Dome Swan-Neck Mount	IndigoVision	\$ 101.35	\$ 101.35
6	1.00	110096	Pendant PTZ Dome Pole Mount Adapter	IndigoVision	\$ 70.54	\$ 70.54
7	.50	556609-S	23-4P CAT6 PLENUM BLUE 1000FT	WINDY CITY	\$ 309.46	\$ 154.73
8	1.00	MISC PARTS	Mis. Parts	Convergint	\$ 337.84	\$ 337.84
9		Range Bldg				
10	2.00	562147	Ultra 2K Environmental Pendant PTZ, 30x Lens (NTSC)	IndigoVision	\$ 2,918.92	\$ 5,837.84
11	2.00	130176	High PoE Injector 75W	IndigoVision	\$ 162.16	\$ 324.32
12	1.00	110096	Pendant PTZ Dome Pole Mount Adapter	IndigoVision	\$ 70.54	\$ 70.54
13	1.00	110084	Pendant PTZ Dome Wall Mount	IndigoVision	\$ 66.49	\$ 66.49
14	.50	556609-S	23-4P CAT6 PLENUM BLUE 1000FT	WINDY CITY	\$ 309.46	\$ 154.73
15	1.00	MISC PARTS	Mis. Parts	Convergint	\$ 337.84	\$ 337.84
16		Solar Pole				
17	1.00	562147	Ultra 2K Environmental Pendant PTZ, 30x Lens (NTSC)	IndigoVision	\$ 2,918.92	\$ 2,918.92
18	1.00	110096	Pendant PTZ Dome Pole Mount Adapter	IndigoVision	\$ 70.54	\$ 70.54
19	1.00	EH500TX-kit	Siklu Kit includes (2) EH500TX radios, pole mounting brackets plus PoE Injectors	Siklu	\$ 2,351.35	\$ 2,351.35
20	1.00	EH-OPT-AES	AES Encryption Feature Option	Siklu	\$ 0.00	\$ 0.00
21	1.00	EH-PoE-PSE	PoE out Feature Option	Siklu	\$ 0.00	\$ 0.00
22	1.00	SS-Solar-Shafter	Sun Surveillance SolsticeCam Solar panel for powering Siklu radio to power IndigoVision PTZ. Sealed Lead Acid Absorbent Glass Mat Batteries to provide a minimum of 5 days of battery backup.	Sun Surveillance	\$ 12,108.75	\$ 12,108.75
23	1.00	SP-20	20' Strong Pole with Fixed Base	Strongpoles	\$ 910.81	\$ 910.81
24	1.00	SP-AB	Anchor Basket for Strong Pole w/ 5/8" NC / studs / wooden template	Strongpoles	\$ 94.59	\$ 94.59
25	1.00	MISC PARTS	Mis. Parts	Convergint	\$ 675.68	\$ 675.68
26		Local Storage				
27	1.00	980458	Enterprise NVR-AS 4000 RA24TB Windows, 4 Disk RAID 5, 1U Rack Mount (up to 128Mbps) + Hardware ProSupport	IndigoVision	\$ 10,216.22	\$ 10,216.22
28	6.00	340900-U	IndigoVision - Single device connection license	IndigoVision	\$ 267.57	\$ 1,605.42
29	6.00	440010-U	IndigoVision - Software Upgrade Program (SUP) for single device connection.	IndigoVision	\$ 48.65	\$ 291.90



Equipment Total	\$	45,389.59
Total Labor/Other Costs	\$	31,969.83
Freight/Warranty	\$	2,941.26
Tax if Applicable	\$	3,404.22
Total Project Price	\$	83,704.90

Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Low voltage wiring shall be installed via open air code approved methods.
3. Provision or installation of conduit, wire, boxes, fittings or other electrical installation and materials are excluded unless specifically listed under Inclusions or Bill of Materials.
4. Permits or associated fees are not included.
5. Customer to provide static IP addresses and network switch ports at panel locations.
6. Customer to provide a secured staging & storage area for project related materials.
7. Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
8. Twenty-Five percent (25%) of the proposed sell price shall be payable to Convergent Technologies for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
9. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
10. Convergent Technologies reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.

Performance Items

Items Included	
Applicable Taxes	Freight (prepaid)
Installation of CCTV Cameras	Installation of Conduit, Boxes and Fittings
Installation of Network Cabling to IP Cameras	Installation of Video Recorders (DVR/NVR)
Lifts	Loading Software on Customer Provided Computer
Material (listed in the BOM)	Mounting/Termination of Proposed Devices
One-Year Warranty on Labor	One-Year Warranty on Parts
Owner to Provide Static IP Addresses	Project Management
Record Documentation (As-Built)	Servers by Others
System Meets Plans/Drawings	System Programming
Testing of all Proposed Devices	Workstations by Others

Items Excluded	
120 VAC Power and Fused Disconnect Switch	120 VAC Power Receptacles
Additional Lighting Requirements for Cameras	Attend General Contractor Project Meetings
Attend Owner Project Meetings	Authority having Jurisdiction permit drawing (requires customer CAD)
Cable	Ceiling Tiles and Ceiling Grid Repairs
Connection to Building Fire Alarm Panel	Correction of Wiring Faults Caused by Others
Door wiring typical connections	Electrical Installation Permit
Electrified Door Locking Hardware	Engineering and Drawings
Equipment rack layout drawing	FA Permit and Plan Review Fees
Fire Stopping (Excludes Existing Penetrations)	Fire Watch
Floor Coverings for Lifts	Floor plan with device placement and numbering (requires customer CAD)
Horizontal Core Drilling	Installation of Bridal Rings
Installation of Control Equipment Enclosures	Installation of Control Panels
Installation of Intercom Systems	Installation of Intrusion Panels
Installation of Low Voltage Wire	Installation of Network Cabling to Card Readers
Installation of Network Cabling to IP Intercoms	Installation of Specialty Backboxes
Installation of Terminal Cabinets	Installation of Wire and Cable
Installation of Wire Hangars	Low Voltage Permits
On-Site Lockable Storage Facility	Operations & Maintenance Manuals
Owner Training	Panel Wall Elevation drawing (may require customer CAD)
Panel wiring point with to point connections	Patch and Paint
Payment & Performance Bonds	Riser drawing with home run wiring
Servers by Convergent	Specialty Backboxes
Submittal Drawings	System Engineering
System is Design-Build	Terminal Cabinets
Termination of Control Equipment Enclosures	Vertical Core Drilling
Wire	Workstations by Convergent

Total Project Investment:

\$ 83,704.90

Thank you for considering Convergent Technologies for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Sean Bryant

Convergent Technologies
Sean Bryant

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Scott Wiggins

Customer Name (Printed)

December 15, 2016

Date

Authorized Signature

Title

Convergent Technologies' Install Terms & Conditions

Throughout this Installation Proposal, the term, "Convergent" refers to the Convergent Technologies' affiliate operating in the state/province in which the work is being performed, specifically, "Convergent Technologies LLC" or "Convergent Technologies LTD".

SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Installation Proposal commences on the Start Date as specified in the attached scope of work, and represents the entire agreement between Convergent and Customer (the "Agreement") and it may only be amended by a written document signed by both Convergent and Customer. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Convergent agrees in accordance with the mutually agreed project schedule:

- To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work; and
- Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- To promptly approve submittals provided by Convergent;
- To provide access to all areas of the facility which are necessary to complete the Work;
- To supply suitable electrical service as required by Convergent; and
- That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergent fifteen (15%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than a month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been performed within thirty (30) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to Convergent, Convergent shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 4. WARRANTY

Convergent provides the following warranty to the Customer:

For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

- That Work performed under this Agreement will be of good quality;
- That all equipment will be new unless otherwise required or permitted by this Agreement;
- That the Work will be free from defects not inherent in the quality required or permitted; and
- That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that Convergent shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided Convergent is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by Convergent in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request of Customer, Convergent will use all reasonable efforts to assist Customer in enforcing any such third party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work. Any changes to the Work and any adjustment to the Agreement Price or the time for completion of the Work shall be in writing signed by both Customer and Convergent. If Customer orders any additional work or causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay, provided that the party experiencing the delay shall promptly give written notification to the other party within five (5) days after such party has learned of the Force Majeure. A Force Majeure event shall include, Convergent Technologies' Install Terms & Conditions

but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

SECTION 7. INSURANCE

Convergent shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence /aggregate
Commercial General Liability	\$1,000,000 per occurrence/aggregate
	\$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$4,000,000 per occurrence/aggregate

All insurance policies carried by Convergent hereunder shall be primary to and noncontributory with the insurance afforded to Customer, and shall name the Customer as "additional insured", with respect to liability arising out of work performed by Convergent, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent, pursuant to the terms of this Agreement. Convergent shall provide to the Customer no less than thirty (30) days notice prior to the termination or cancellation of any such insurance policy.

SECTION 8. INDEMNIFICATION

Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, (including, but not limited to, reasonable attorney's fees), attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergent, or c) Convergent's breach of this Agreement.

IN NO EVENT SHALL EITHER CONVERGENT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CONVERGENT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT.

It is understood and agreed by the parties hereto that Convergent is or may be providing monitoring and/or intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurances against any acts for which they are supposed to monitor or inform. As required by the monitoring and intrusion industry and the manufacturers thereof, Convergent's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any monitoring or intrusion product or software provided by but not manufactured by Convergent. Convergent shall have no liability to Customer for any losses to the extent such losses are caused by the monitoring or intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergent, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such monitoring or intrusion product or software provided by but not manufactured by Convergent.

SECTION 9. COMPLIANCE WITH LAW, EEO & SAFETY

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Convergent agrees to comply with all laws and regulations relating to or governing the Work. Convergent agrees to comply with all reporting requirements imposed by law or this Agreement. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning work.

In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergent is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

SECTION 10. DISPUTES

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be subject to and decided by mediation or arbitration. Such mediation or arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties.

SECTION 11. MISCELLANEOUS

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergent may assign this Agreement to any of its parents, subsidiary or affiliated companies or any entity majority owned by Convergent.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergent and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty and indemnity shall survive the termination of this Agreement.



3600 Pegasus Drive #4, Bakersfield, California 93308
Phone Mobile (661) 858-9695
sean.bryant@convergent.com

December 15, 2016

City of Shafter
3501 South Driver Road
Shafter, California 93263
Attention: Scott Wiggins

Quotation: SB00023720P
License: C10 #986407

Reference: Container Yard Security Systems
PSA Tasks Orders #1 & #2 - Shafter Container Yard

On behalf of our thousands of global colleagues, I want to personally thank you for considering Convergent Technologies for this project and for providing us with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today and in the years ahead.

Convergent has developed a strong reputation for service excellence and is the only company recognized twice as the Systems Integrator of the Year by SDM Magazine. Most recently, Convergent was ranked the 2nd largest global systems integrator. This recognition is, in part, a reflection of the strong relationships Convergent has developed with the industry's top technology manufacturers. Convergent Technologies has a strong history of success with similar solutions provided to other clients and would be happy to provide these references upon request.

Our guiding principal has always been to be a customer-focused and service-based company, supported by dedicated and certified professionals who strive to make a daily difference. Our vision of becoming our customers' best service provider is what drives everything we do. After achieving a successful on-time and on-budget project installation, Convergent will provide you with the industry's best on-going service. This service includes our 24/7 customer portal (iCare), designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for considering Convergent Technologies as your partner for your electronic security needs.

Scope of Work

Convergint Technologies' scope of work includes providing, installing, programming and commissioning the Bill of Materials to comply with the City of Shafter's Professional Service Agreement, Tasks Orders #1 & #2 "Shafter Container Yard" and as listed below and with regards to the data listed in the clarifications and exclusions section of this proposal. All labor will comply with prevailing wage.

Convergint Technologies will provide and install 4 cameras at the Container Yard and connect these to the City's IP network and newly installed NVR at the Police Department. As part of the scope, Convergint will also install an intrusion system in the Container Yard trailer.

Specifically, Convergint will provide the following equipment:

- Provide and Install 4 Cameras at Container Yard to be connected to customer provide switch at trailer building on site. These 4 cameras will consist of:
 - 1 surface-mounted fixed camera to view trailer entrances
 - 1 pole-mounted fixed camera to view entrance to yard
 - 1 pole-mounted PTZ for view of Yard (with home position at South drive area)
 - 1 wall-mounted multi sensor 180 degree panoramic camera for viewing the yard
- Provide and install an intrusion detection system within the trailer

Convergint will further configure the IndigoVision system with the proper viewing and retention settings for each of the 4 cameras. In addition, Convergint will install the video client on one City computer workstation. City to provide all network switches, networking between facilities, and computer workstations & monitors for video system.

Warranty

Convergint will provide a one year labor warranty and a one year material warranty on all equipment provided by Convergint. Provision of labor and materials after the first year will be billed on a time and materials basis.

Bill of Materials

Line	Qty	Part	Description	Manufacturer	Unit Price	Extended Price
1		Burglar Alarm for Modular Bldg				
2	1.00	B4512-CP-920	KIT B4512, B10, CX4010, B430, B920	Bosch	\$ 304.05	\$ 304.05
3	3.00	ISC-BDL2-WP12G	BLUE LINE GEN 2 TRITECH 40 FT. BY 40 FT. - PET FRIENDLY SELECTABLE	X-ANXT	\$ 34.80	\$ 104.40
4	2.00	ISN-CMET-200AR	COMMERCIAL METAL CONTACT	Bosch	\$ 7.31	\$ 14.62
5	1.00	D126	BATTERY, 12V 7 AH	Bosch	\$ 21.92	\$ 21.92
6	1.00	D116	SIREN, 12V 15 WATT	Bosch	\$ 8.20	\$ 8.20
7		Video Surveillance				
8	1.00	562147	Ultra 2K Environmental Pendant PTZ, 30x Lens (NTSC)	IndigoVision	\$ 2,918.92	\$ 2,918.92
9	1.00	130176	High PoE Injector 75W	IndigoVision	\$ 162.16	\$ 162.16
10	2.00	611460	BX420 Environmental Vandal Resistant 4MP Minidome Camera	IndigoVision	\$ 567.57	\$ 1,135.14
11	1.00	110096	Pendant PTZ Dome Pole Mount Adapter	IndigoVision	\$ 70.54	\$ 70.54
12	1.00	110024	Vandal Resistant Fixed IP Dome Pendant Vertical Pole Mount NPT	IndigoVision	\$ 75.41	\$ 75.41
13	1.00	AXIS Q3708-PVE	AXIS Q3708-PVE is a fixed dome network camera with three sensors. It gives you a 180° panoramic overview of large areas using a single camera. And it's perfect for use in challenging light conditions, both during the day and at night.	AXIS	\$ 1,831.85	\$ 1,831.85
14	1.00	AXIS T8133 30W MIDSPAN 5900-294	Single port midspan for Power over Ethernet Plus (PoE+) IEEE 802.3at Type 2 Class 4. Replaces AXIS T8123.	Axis	\$ 74.73	\$ 74.73
15	1.00	AXIS T91B61 WALL MOUNT 5504-621	Chromated and powder coated aluminum wall mount for AXIS P55-series and AXIS Q60-series PTZ dome cameras. Cable routing from behind or through 3/4" conduit hole on the side. Includes mounting plate, pipe seal, conduit hole cover and AXIS T94A01D Pendant Kit for PTZ dome cameras. Color: White	Axis	\$ 93.65	\$ 93.65
16	1.00	MISC PARTS	Mis. Parts	Convergint	\$ 337.84	\$ 337.84
17	.50	556609-S	23-4P CAT6 PLENUM BLUE 1000FT	WINDY CITY	\$ 309.46	\$ 154.73
18	3.00	340900-U	IndigoVision - Single device connection license	IndigoVision	\$ 267.57	\$ 802.71
19	1.00	314001	ONVIF/Camera Gateway license per device	IndigoVision	\$ 267.57	\$ 267.57
20	4.00	440010-U	IndigoVision - Software Upgrade Program (SUP) for single device connection.	IndigoVision	\$ 48.65	\$ 194.60

Equipment Total	\$	8,573.04
Total Labor/Other Costs	\$	6,255.17
Freight/Warranty	\$	543.78
Tax if Applicable	\$	642.98
Total Project Price	\$	16,014.97

Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Low voltage wiring shall be installed via open air code approved methods.
3. Provision or installation of conduit, wire, boxes, fittings or other electrical installation and materials are excluded unless specifically listed under Inclusions or Bill of Materials.
4. Permits or associated fees are not included.
5. Customer to provide static IP addresses and network switch ports at panel locations.
6. Customer to provide a secured staging & storage area for project related materials.
7. Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
8. Twenty-Five percent (25%) of the proposed sell price shall be payable to Convergent Technologies for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
9. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
10. Convergent Technologies reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.

Performance Items

Items Included	
Applicable Taxes	Freight (prepaid)
Installation of CCTV Cameras	Installation of Conduit, Boxes and Fittings
Installation of Intrusion Panels	Installation of Low Voltage Wire
Installation of Network Cabling to IP Cameras	Material (listed in the BOM)
Mounting/Termination of Proposed Devices	One-Year Warranty on Labor
One-Year Warranty on Parts	Project Management
Record Documentation (As-Built)	Servers by Others
System Meets Plans/Drawings	System Programming
Testing of all Proposed Devices	Workstations by Others

Items Excluded	
120 VAC Power and Fused Disconnect Switch	120 VAC Power Receptacles
Additional Lighting Requirements for Cameras	Attend General Contractor Project Meetings
Attend Owner Project Meetings	Authority having Jurisdiction permit drawing (requires customer CAD)
Cable	Ceiling Tiles and Ceiling Grid Repairs
Connection to Building Fire Alarm Panel	Correction of Wiring Faults Caused by Others
Door wiring typical connections	Electrical Installation Permit
Electrified Door Locking Hardware	Engineering and Drawings
Equipment rack layout drawing	FA Permit and Plan Review Fees
Fire Stopping (Excludes Existing Penetrations)	Fire Watch
Floor Coverings for Lifts	Floor plan with device placement and numbering (requires customer CAD)
Horizontal Core Drilling	Installation of Bridal Rings
Installation of Control Equipment Enclosures	Installation of Control Panels
Installation of Intercom Systems	Installation of Network Cabling to Card Readers
Installation of Network Cabling to IP Intercoms	Installation of Specialty Backboxes
Installation of Terminal Cabinets	Installation of Video Recorders (DVR/NVR)
Installation of Wire and Cable	Installation of Wire Hangars
Lifts	Loading Software on Customer Provided Computer
Low Voltage Permits	On-Site Lockable Storage Facility
Operations & Maintenance Manuals	Owner to Provide Static IP Addresses
Owner Training	Panel Wall Elevation drawing (may require customer CAD)
Panel wiring point with to point connections	Patch and Paint
Payment & Performance Bonds	Riser drawing with home run wiring
Servers by Convergent	Specialty Backboxes
Submittal Drawings	System Engineering
System is Design-Build	Terminal Cabinets
Termination of Control Equipment Enclosures	Vertical Core Drilling
Wire	Workstations by Convergent

Total Project Investment:

\$ 16,014.97

Thank you for considering Convergent Technologies for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Sean Bryant

Convergent Technologies
Sean Bryant

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Scott Wiggins

Customer Name (Printed)

December 15, 2016

Date

Authorized Signature

Title

Convergent Technologies' Install Terms & Conditions

Throughout this Installation Proposal, the term, "Convergent" refers to the Convergent Technologies' affiliate operating in the state/province in which the work is being performed, specifically, "Convergent Technologies LLC" or "Convergent Technologies LTD".

SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Installation Proposal commences on the Start Date as specified in the attached scope of work, and represents the entire agreement between Convergent and Customer (the "Agreement") and it may only be amended by a written document signed by both Convergent and Customer. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Convergent agrees in accordance with the mutually agreed project schedule:

- To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work; and
- Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- To promptly approve submittals provided by Convergent;
- To provide access to all areas of the facility which are necessary to complete the Work;
- To supply suitable electrical service as required by Convergent; and
- That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergent fifteen (15%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than a month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been performed within thirty (30) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to Convergent, Convergent shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 4. WARRANTY

Convergent provides the following warranty to the Customer:

For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

- That Work performed under this Agreement will be of good quality;
- That all equipment will be new unless otherwise required or permitted by this Agreement;
- That the Work will be free from defects not inherent in the quality required or permitted; and
- That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that Convergent shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided Convergent is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by Convergent in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request of Customer, Convergent will use all reasonable efforts to assist Customer in enforcing any such third party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work. Any changes to the Work and any adjustment to the Agreement Price or the time for completion of the Work shall be in writing signed by both Customer and Convergent. If Customer orders any additional work or causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay, provided that the party experiencing the delay shall promptly give written notification to the other party within five (5) days after such party has learned of the Force Majeure. A Force Majeure event shall include, Convergent Technologies' Install Terms & Conditions

but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

SECTION 7. INSURANCE

Convergent shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence /aggregate
Commercial General Liability	\$1,000,000 per occurrence/aggregate
	\$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$4,000,000 per occurrence/aggregate

All insurance policies carried by Convergent hereunder shall be primary to and noncontributory with the insurance afforded to Customer, and shall name the Customer as "additional insured", with respect to liability arising out of work performed by Convergent, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent, pursuant to the terms of this Agreement. Convergent shall provide to the Customer no less than thirty (30) days notice prior to the termination or cancellation of any such insurance policy.

SECTION 8. INDEMNIFICATION

Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, (including, but not limited to, reasonable attorney's fees), attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergent, or c) Convergent's breach of this Agreement.

IN NO EVENT SHALL EITHER CONVERGENT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CONVERGENT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT.

It is understood and agreed by the parties hereto that Convergent is or may be providing monitoring and or intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. As required by the monitoring and intrusion industry and the manufacturers thereof, Convergent's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any monitoring or intrusion product or software provided by but not manufactured by Convergent. Convergent shall have no liability to Customer for any losses to the extent such losses are caused by the monitoring or intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergent, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such monitoring or intrusion product or software provided by but not manufactured by Convergent.

SECTION 9. COMPLIANCE WITH LAW, EEO & SAFETY

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Convergent agrees to comply with all laws and regulations relating to or governing the Work. Convergent agrees to comply with all reporting requirements imposed by law or this Agreement. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning work.

In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergent is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

SECTION 10. DISPUTES

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be subject to and decided by mediation or arbitration. Such mediation or arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties.

SECTION 11. MISCELLANEOUS

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergent may assign this Agreement to any of its parents, subsidiary or affiliated companies or any entity majority owned by Convergent.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergent and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty and indemnity shall survive the termination of this Agreement.

**CITY OF SHAFTER
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this **21st day of December, 2016** (“Effective Date”) by and between the **City of Shafter**, a municipal corporation organized under the laws of the State of California with its principal place of business at **336 Pacific Ave, Shafter, CA 93263** (“City”) and **Convergint Technologies LLC**, a Corporation with its principal place of business at **One Commerce Drive, Schaumburg, Illinois 60173** (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **Unified Camera Systems** to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project; Shafter Unified Camera System.

City desires to engage Consultant to render such services for the **Shafter Unified Camera System** project (“Project”) as set forth in this Agreement, for consulting and professional services related to design, engineering and implementation of a city-wide camera infrastructure and management system.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional consulting services necessary for the Project (“Services”). The Services are more particularly described in one or more Task Orders executed by both parties, attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the Task Orders attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations. In the event of any conflict between the specific terms of a Task Order executed by both parties and this Agreement, the specific terms of the Task Order shall prevail.

3.1.2 Term. The term of this Agreement shall be from **the Effective Date** through **June 30, 2018** unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules

and deadlines as defined in specific Task Orders. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Task Order(s) attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **Various personnel will be used to perform on this contract depending on the type of work required at the time. Consultant warrants that all personnel will perform according to the requirements in this document.**

3.2.5 City's Representative. The City hereby designates the Shafter Information Technology Manager, or his or her designee, to act as its representative for the performance of

this Agreement (“City’s Representative”). City’s Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City’s Representative or his or her designee.

3.2.6 Consultant’s Representative. Consultant hereby designates Fabian Escalante, or his or her designee, to act as its representative for the performance of this Agreement (“Consultant’s Representative”). Consultant’s Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant’s Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City’s staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant’s failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Period of Performance. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above (“Performance Time”). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Task Order(s) attached hereto, or which may be separately agreed upon in writing by the City and Consultant (“Project Milestones”). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and

regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Consultant shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copying at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized manager of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the San Joaquin Valley Air Pollution Control District (SJVAPCD) and/or California Air Resources Board (CARB). Although the SJVAPCD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SJVAPCD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SJVAPCD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.11.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) Workers' Compensation and Employer's Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability \$1,000,000 per accident for bodily injury and property damage; and (3) Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.11.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability.

3.2.11.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and

volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the City, provided that if a thirty (30) days notice of cancellation endorsement is not available Consultant shall notify City of this unavailability in writing and shall forward any notice of cancellation to the City within two (2) business days from date of receipt by Consultant; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Consultant's failure either to obtain an endorsement providing thirty (30) days prior written notice of cancellation endorsement or to forward the City any notice of cancellation issued to Consultant shall be considered breach of contract.

3.2.11.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.11.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.2.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.11.8 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and

endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11.9 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.12 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates and amounts set forth in Task Order(s) attached hereto and incorporated herein by reference. The total compensation shall not exceed the amounts stated within said Task Orders without authorized written approval of the City. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered or percentage of project completed by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Where a Task

Order defines a fixed or not-to-exceed project price rather than time-and-materials, Consultant shall reduce monthly charges amount by 10% retainage. When project is complete and accepted by City, Consultant shall prepare a final statement and include all retained amounts as a separate line item. City shall, within 45 days of receiving such monthly and final statements, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 The City of Shafter is a Charter City defined within the laws of the State of California.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications,

studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer disks or other digital storage devices, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City’s express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of three (3) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.5.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.5.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data specifically created as requirements of this Project, or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City’s sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant’s seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination of this Agreement and only as applies to the use of those items as part of the Project. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by

any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6 General Provisions.

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

Convergint Technologies LLC
1667 N. Batavia St
Orange, CA 92867
Attn: Fabian Escalante

City:

City of Shafter
336 Pacific Ave
Shafter, CA 93263
Attn: Information Technology Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification.

3.6.2.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner directly caused by acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that pertain to, or relate to the direct negligence, recklessness, or willful misconduct of the Consultant.

3.6.2.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel selected in consultation with City, at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.6.2.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents, or volunteers.

- Consultant shall control the defense of the any action ("suit") for which any indemnitee may seek indemnification from contractor,
- Consultant may assign the same council to defend any indemnitee that is also in charge of the defense of Consultant,
- Indemnitees agree to a) cooperate with Consultant in any investigation, settlement or defense of the suit, b) immediately send copies of any demands, notices, summonses or legal papers received in connection "suit", to Consultant or its council, as instructed, c) notify any other insurer whose coverage is available to indemnitee, and d) cooperate with Consultant and Consultant's counsel with respect to coordinating other applicable insurance available to any indemnitee.
- Indemnitees agree to provide Consultant or its counsel, as instructed, written authorization to obtain records or other information related to the "suit", and to conduct and control the defense of any indemnitee in such "suit".
"NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER CONTRACTOR OR SUBCONTRACTOR BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES,

INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.”

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Kern County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.5 City’s Right to Employ Other Consultants. City reserves the right to employ other consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.7 Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.6.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.13 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.15 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.16 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT

**BETWEEN THE CITY OF SHAFTER
AND
CONVERGINT TECHNOLOGIES LLC**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 21st day of December, 2016.

CITY OF SHAFTER

Reviewed

By: _____
Scott Hurlbert
City Manager

By: _____
Scott Wiggins
IT Manager

CONVERGINT TECHNOLOGIES LLC

By: _____
Brian Sweet
General Manager

By: _____
Mike Cartier
Operations Manager

**TASK ORDER #1
SCOPE OF SERVICES**

This Task Order is made and entered into as of the date of final signature (the “Task Order Effective Date”), pursuant to the Professional Services Agreement (“Agreement”) by and between **City of Shafter** (“City”) and **Convergent Technologies LLC** (“Consultant”) dated December 21, 2016.

This Task Order shall be known as Task Order #1, and described as “Shafter Container Yard”:

1. **Scope of Work.** Pursuant to the terms of the Agreement and this Task Order, Consultant shall provide the following Services related to the Project:
 - a. Define Project Milestones and Deliverables:
 - b. Define System Requirements:
 - c. Identify and Validate Camera Locations:
 - d. Engineer Camera Connection Standards:
 - e. Develop Part Number Schedules (Bill of Materials):
 - f. Produce Itemized Quote for Materials and Installation for Separate Approval by City
2. **Term.** The term of this Task Order shall commence on the Task Order Effective Date and be completed within 30 days from the Task Order Effective Date unless extended in writing by the City.
3. **Consultant Responsibility.** Consultant’s responsibility shall end upon delivery of the above Scope of Work items. Consultant shall not be responsible for the implementation of any design resulting from the Scope of Work defined herein, assistance with that implementation, nor success of that implementation in any way except implementation performed by Consultant.
4. **Fees.** Because advanced engineering is not required for this project, Consultant agrees to complete this Task Order at a cost of \$0.00.
5. This Task Order is hereby incorporated into and becomes an integral part of the Agreement. The terms and conditions set forth herein constitute the entire understanding between the Parties and supersede all prior discussions, proposals and agreements with regard to the subject hereto, whether written or oral, between the Parties.
5. The capitalized terms in this Task Order have the same meaning as those set forth in the Agreement unless otherwise noted.

IN WITNESS WHEREOF, the Parties have caused this Task Order to be executed by their duly authorized representatives.

City of Shafter

Convergint Technologies LLC

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

**TASK ORDER #2
SCOPE OF SERVICES**

This Task Order is made and entered into as of the date of final signature (the “Task Order Effective Date”), pursuant to the Professional Services Agreement (“Agreement”) by and between **City of Shafter** (“City”) and **Convergent Technologies LLC** (“Consultant”) dated December 21, 2016.

This Task Order shall be known as Task Order #2, and described as “Shafter Container Yard Installation”:

1. **Scope of Work.** Pursuant to the terms of the Agreement and this Task Order, Consultant shall provide the following Services related to the Project:
 - a. Using the Design and Itemized Quote for Materials and Installation developed in Task Order #1, complete the procurement, delivery and installation of the Shafter Container Yard camera system.
2. **Term.** The term of this Task Order shall commence on the Task Order Effective Date and be completed within 60 days from the Task Order Effective Date unless extended in writing by the City.
3. **Consultant Responsibility.** Consultant’s responsibility shall end upon delivery of the above Scope of Work items. Consultant shall not be responsible for the implementation of any design resulting from the Scope of Work defined herein, assistance with that implementation, nor success of that implementation in any way except implementation performed by Consultant.
4. **Fees.** The not-to-exceed amount authorized for this Task Order is **sixteen thousand fourteen dollars and ninety-seven cents (\$16,014.97)** as per **Consultant Quote #SB00023720P**. Consultant shall bill City on a project progress percentage basis with retainage as set forth in Section 3.3.2 of the Agreement.
5. This Task Order is hereby incorporated into and becomes an integral part of the Agreement. The terms and conditions set forth herein constitute the entire understanding between the Parties and supersede all prior discussions, proposals and agreements with regard to the subject hereto, whether written or oral, between the Parties.
5. The capitalized terms in this Task Order have the same meaning as those set forth in the Agreement unless otherwise noted.

IN WITNESS WHEREOF, the Parties have caused this Task Order to be executed by their duly authorized representatives.

City of Shafter

Convergint Technologies LLC

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

TASK ORDER #3
SCOPE OF SERVICES

This Task Order is made and entered into as of the date of final signature (the “Task Order Effective Date”), pursuant to the Professional Services Agreement (“Agreement”) by and between **City of Shafter** (“City”) and **Convergent Technologies LLC** (“Consultant”) dated December 21, 2016.

This Task Order shall be known as Task Order #3, and described as “Shafter Range Proof-of-Concept”:

1. **Scope of Work.** Pursuant to the terms of the Agreement and this Task Order, Consultant shall provide the following Services related to the Project:
 - a. Using City-provided Draft Design, Define Project Milestones and Deliverables:
 - b. Define System Requirements:
 - c. Finalize VMS Strategy and Selection:
 - d. Identify and Validate Camera Locations:
 - e. Engineer Camera Connection Standards:
 - f. Develop Part Number Schedules (Bill of Materials):
 - g. Produce Itemized Quote for Materials and Installation for Separate Approval by City
2. **Term.** The term of this Task Order shall commence on the Task Order Effective Date and be completed within 30 days from the Task Order Effective Date unless extended in writing by the City.
3. **Consultant Responsibility.** Consultant’s responsibility shall end upon delivery of the above Scope of Work items. Consultant shall not be responsible for the implementation of any design resulting from the Scope of Work defined herein, assistance with that implementation, nor success of that implementation in any way except implementation performed by Consultant.
4. **Fees.** Because advanced engineering is not required for this project, Consultant agrees to complete this Task Order at a cost of \$0.00.
5. This Task Order is hereby incorporated into and becomes an integral part of the Agreement. The terms and conditions set forth herein constitute the entire understanding between the Parties and supersede all prior discussions, proposals and agreements with regard to the subject hereto, whether written or oral, between the Parties.
5. The capitalized terms in this Task Order have the same meaning as those set forth in the Agreement unless otherwise noted.

IN WITNESS WHEREOF, the Parties have caused this Task Order to be executed by their duly authorized representatives.

City of Shafter

Convergint Technologies LLC

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

**TASK ORDER #4
SCOPE OF SERVICES**

This Task Order is made and entered into as of the date of final signature (the “Task Order Effective Date”), pursuant to the Professional Services Agreement (“Agreement”) by and between **City of Shafter** (“City”) and **Convergint Technologies LLC** (“Consultant”) dated December 21, 2016.

This Task Order shall be known as Task Order #4, and described as “Shafter Range Proof-of-Concept Installation”:

1. **Scope of Work.** Pursuant to the terms of the Agreement and this Task Order, Consultant shall provide the following Services related to the Project:
 - a. Using the Design and Itemized Quote for Materials and Installation developed in Task Order #3, complete the procurement, delivery and installation of the Shafter Range Proof-of-Concept camera system.
2. **Term.** The term of this Task Order shall commence on the Task Order Effective Date and be completed within 90 days from the Task Order Effective Date unless extended in writing by the City.
3. **Consultant Responsibility.** Consultant’s responsibility shall end upon delivery of the above Scope of Work items. Consultant shall not be responsible for the implementation of any design resulting from the Scope of Work defined herein, assistance with that implementation, nor success of that implementation in any way except implementation performed by Consultant.
4. **Fees.** The not-to-exceed amount authorized for this Task Order is **eighty-three thousand seven-hundred four dollars and ninety cents (\$83,704.90)** as per **Consultant Quote #SB00023814P**. Consultant shall bill City on a project progress percentage basis with retainage as set forth in Section 3.3.2 of the Agreement.
5. This Task Order is hereby incorporated into and becomes an integral part of the Agreement. The terms and conditions set forth herein constitute the entire understanding between the Parties and supersede all prior discussions, proposals and agreements with regard to the subject hereto, whether written or oral, between the Parties.
5. The capitalized terms in this Task Order have the same meaning as those set forth in the Agreement unless otherwise noted.

IN WITNESS WHEREOF, the Parties have caused this Task Order to be executed by their duly authorized representatives.

City of Shafter

Convergint Technologies LLC

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

December 20, 2016

To Honorable Mayor and Members
of the Shafter City Council

**TOPOGRAPHIC STUDY FOR IMPROVEMENTS AT CENTRAL VALLEY HIGHWAY
INTERSECTION AT LOS ANGELES AVE, SANTA FE WAY, AND BEECH AVE**

Highway 43 or Central Valley Highway (“CVH”) runs right through the core area of Shafter and intersects City streets of many types and functions, from local residential to major thoroughfares. These intersections pose both safety and congestion issues for our residents and businesses, as well as commuters driving through Shafter.

One CVH intersection that arguably has the most pressing issues is located where Beech Avenue, Los Angeles and Santa Fe Way converge onto CVH from different vantage points. Addressing and fixing the issues are more complicated and costly due to the intersection’s immediate proximity to the Burlington Northern and Santa Fe Railway tracks. One ultimate, long-term solution for this intersection could be an overpass or underpass, assuming the railroad stays where it is. Another possibility involves raising the railroad with a bridge that is parallel to and at the same elevation as the planned high speed rail line. At this point, any long-term fix is years away from being funded and constructed. What staff would like to do in the short-term consists of smaller-scale projects that can be built fairly soon and at least alleviate some traffic congestion to make for a safer and more efficient intersection.

The first potential project consists of extending a transitional lane for southbound CVH traffic that will remain on Hwy 43 or turn right onto Los Angeles Avenue. Currently, there is a split between the Santa Fe Way route and CVH route leading up to the intersection that frequently backs up primarily because all cars must stop at the intersection. Most of the backup appears to be attributed to Santa Fe Way route traffic, leaving many of the CVH route traffic to maneuver around the backup and drive onto the shoulder to save time which can risk the safety of all motorists at the intersection and release unnecessary dust and air pollution. City public works and police staff feel one remedy to address this problem is to extend the transitional lane for the CVH route in between the intersection and the Omni health facility at 667 Central Valley Highway.

The second potential project consists of a “roundabout” or traffic circle to address the traffic backup. In recent years, roundabouts are becoming tested and proven solutions for backups, particularly at intersections that are spread out and receiving traffic from different angles and vantage points. Such a project at this particular intersection could manage the traffic flows better for all directions of travel until a long-term solution is realized.

City staff has already met with Caltrans staff to discuss both of the short-term projects and they are in support of developing a partnership to fund and construct them. As a first step, preliminary engineering studies and field work need to be performed to assess the feasibility of either project. We requested a cost proposal from Diversified Project Services International, Inc. (DPSI) to perform a topographic study that can document the existing street infrastructure locations and elevations. DPSI is proposing a cost of \$11,800 to cover the area needed to study both projects. Should this work be awarded and completed, the finished product will likely be

submitted to Caltrans staff so they can focus on the roundabout project development. City staff will likely develop the transitional lane extension project.

CEQA ANALYSIS

The proposal is only a topographical analysis of locations within the City of Shafter. The study will have no physical effect on the environment. Therefore, the proposal is not subject to CEQA.

FISCAL IMPACT

No budget action is necessary. Capital Improvement Program Project #3005 is adequately funded to award and complete the proposed topographic study.

RECOMMENDATION

Council authorize Public Works Director to award a topographic study project to Diversified Project Services International, Inc. for a total cost of \$11,800.

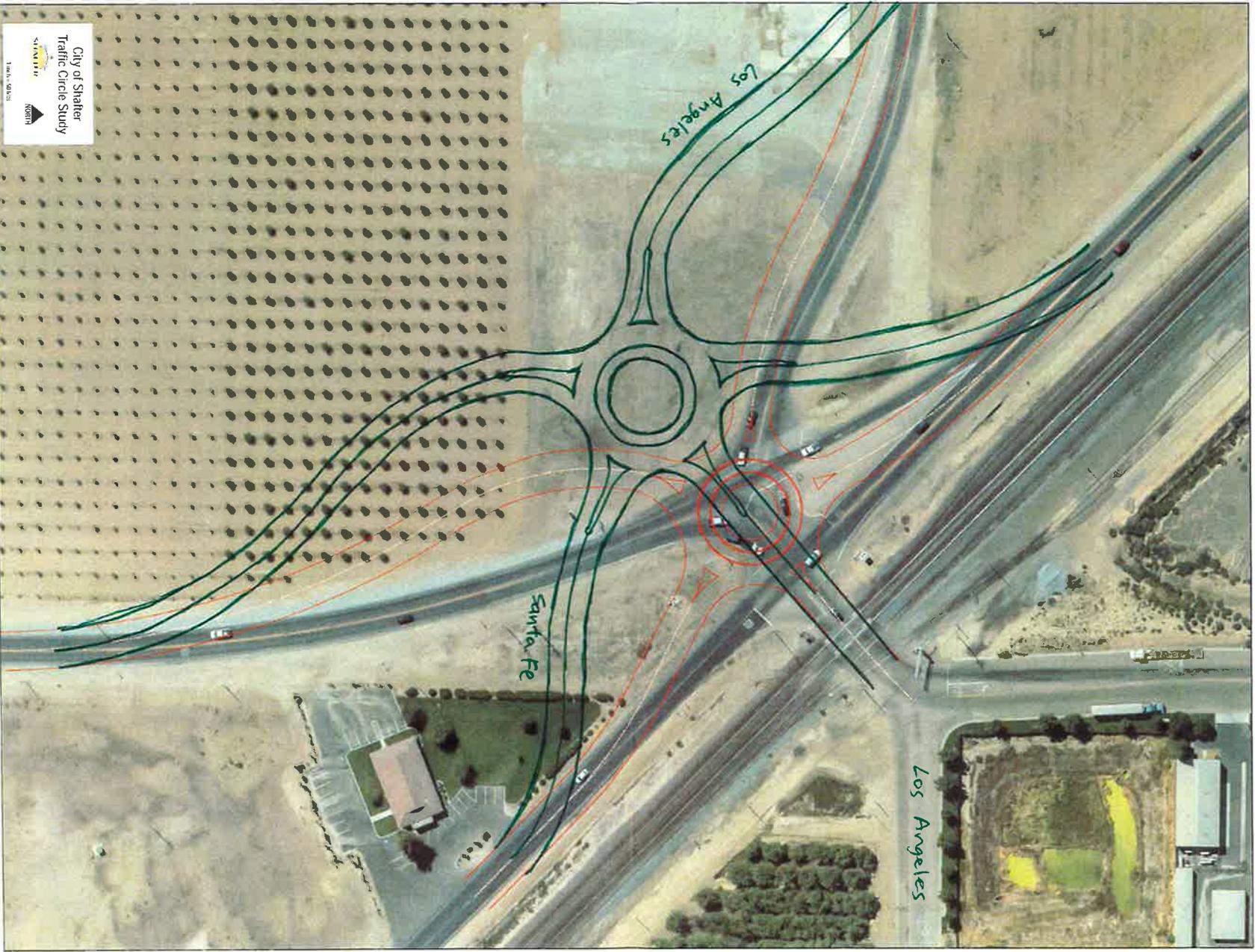
Scott Hurlbert
City Manager

ATTACHMENTS

1. Traffic Study Map
2. Diversified Project Services International, Inc. Quote

SR 43

Beech



SR 43

City of Shafter
Traffic Circle Study
SR 43
KORSA



November 23, 2016

Michael James
Public Works Director
City of Shafter
336 Pacific Avenue
Shafter, California 93263

Subject: Topographic Survey of the Highway 43 – Santa Fe – Los Angeles Avenue Intersection for Engineering and Design Purposes. Roundabout concept layout.

Dear Mr. James,

It is our understanding that City of Shafter requires assistance to perform Land Surveying services for the above described intersection. Diversified Project Services International Inc. (DPSI) will provide the services as listed in the following scope of work.

SCOPE OF WORK:

RESEARCH

DPSI will perform public record research to obtain the boundary and right-of-way information.

TOPOGRAPHIC SURVEY

DPSI will perform a topographic survey to obtain existing conditions.

TOPOGRAPHIC MAPPING

DPSI will prepare mapping of the topographic survey.

CLARIFICATIONS AND ASSUMPTIONS:

- DPSI currently holds Caltrans Encroachment Permit No. 0615-6SV-0539 which is valid until July 31, 2017. It is our understanding that this permit will allow us to perform the field survey under this proposal.
- The City of Shafter will provide all the traffic control needed for DPSI to perform the topographic survey under the above-listed encroachment permit.
- This proposal is based upon prevailing wage rates.

DELIVERABLES:

- DPSI will deliver a copy and electronic copy of AutoCAD drawings of the topographic mapping, along with bench mark set information.



SCHEDULE:

DPSI is prepared to begin this project within 5 business days of your authorization to proceed, and will require an estimated 2 weeks to complete (office and field work combined).

If you have any suggestions on how this scope can be improved, please let me know.

FEES:

Total fixed fee (GPS/3D Laser Scanning): \$ 11,800.00

ACCEPTANCE AND TERMS:

This agreement consists of the scope of work, the following terms, and any exhibits or attachments enclosed. This agreement supersedes any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this agreement must be mutually agreed to in writing.

DPSI bills for work in progress and payment is due no later than 30 days of receipt of the bill. Overdue amounts will be surcharged at 18 percent per annum or 1.5 percent monthly.

If this meets with your approval, please sign the last page of this proposal and return which will serve as our notice to proceed.

The fees quoted in this proposal are valid for 60 days from this date. If you have any questions, please give me a call.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Rolland Van De Valk', is written over the word 'Sincerely,'.

Rolland Van De Valk, PLS 7214
Project Manager

Enclosures:
Attachment A: Terms for DPSI Services
Attachment B: Roundabout Concept Layout



Proposal Date: November 23, 2016

Client: City of Shafter

Project Name: Highway 43 – Santa Fe – Los Angeles Avenue

Scope of Work: Topographic Survey

Fees: \$11,800.00

The parties hereto have caused this agreement consisting of proposal letter and any other necessary and applicable documents to be executed as of the date and year first above written.

Client: City of Shafter Diversified Project Services Int'l, Inc.

x _____
Rolland Van De Valk
Senior Land Surveyor

Date: _____ Date: _____

**If a specific billing code (i.e. PO, AFE, NWA, etc.) is required on future invoices, please insert here: _____



ATTACHMENT A: TERMS FOR DPSI SERVICES

These Standard Terms and Conditions, together with our proposal and any exhibits or attachments noted in the proposal, make up the agreement between Diversified Project Services International (DPSI) and City of Shafter hereinafter referred to as "Client". Together these elements will constitute the entire agreement superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this agreement must be mutually agreed to in writing.

1.0 Standard of Care

- 1.1 Data, interpretations, and recommendations by DPSI will be based solely on information provided to DPSI. DPSI is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.
- 1.2 Services performed by DPSI under this agreement are expected by the Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of this profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, expressed or implied, is made.
- 1.3 The Client agrees that DPSI may use and publish the Client's name and a general description of DPSI services with respect to the project in describing DPSI experience and qualifications to other clients and prospective clients. The Client also agrees that any patentable or copyrightable concepts developed by DPSI as a consequence of service hereunder are the sole and exclusive property of DPSI.
- 1.4 The Client recognizes that it is neither practical nor customary for DPSI to include all construction details in plans and specifications, creating a need for interpretation by DPSI or an individual who is under DPSI supervision. The Client also recognizes that construction review permits require DPSI to identify and correct quickly and at comparatively low cost professional errors or omissions that are revealed through construction, or errors or omissions committed by others due to misinterpretation of design documents, or due to other causes. For the foregoing reasons construction review is generally considered an essential element of a complete design professional service. Accordingly, if the Client directs DPSI not to provide construction monitoring, DPSI shall not be responsible for the consequences of any of DPSI acts, errors or omissions, except for those consequences which it reasonably could be concluded that DPSI review services would not have prevented or mitigated.
- 1.5 Client acknowledges that DPSI is not responsible for the performance of work by third parties including, but not limited to, engineers, architects, contractors, subcontractors, or suppliers of Client.

2.0 Billing and Payment

- 2.1 Invoices will be submitted to Client on a weekly basis (no longer than monthly) by DPSI and will be due and payable within 30 days of receipt of invoice. If Client objects to all or any portion of any invoice, Client will so notify DPSI in writing within fourteen (14) of the invoice date, identify the cause of the disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.
- 2.2 Invoices are delinquent if payment has not been received within forty-five (45) days from receipt of invoice. Client will pay an additional charge of 1-1/2 (1.5) percent per month or 18% per year of any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by Client to DPSI per DPSI current fee schedule. In the event Client fails to pay DPSI within sixty (60) days after invoices are rendered, Client agrees that DPSI will have the right to consider the failure to pay DPSI invoice as a breach of this agreement.
- 2.3 Client agrees that if Client requests services not specified herein, Client agrees to timely pay for all such services as extra work. DPSI will notify the Client prior to performance of services which are not specified in this agreement.
- 2.4 Client agrees that payment to DPSI is in no way contingent on the results of work by DPSI or on the outcome of any litigation.
- 2.5 Preparation and/or travel time will be charged at the hourly rate.

3.0 Additional Services

- 3.1 Additional services include making revisions in drawings, specifications or other documents when such revisions are: Inconsistent with approvals or instructions previously given by the Client, including revisions made necessary by adjustments in the Client's program or project budget; Required by the enactment or revision or codes, laws or regulations subsequent to the preparation of such documents.
- 3.2 Additional services includes providing services required because of significant changes in the project including, but not limited to, size, quality, complexity, the Client's schedule, or the method of bidding or negotiating and contracting for construction.
- 3.3 Where unexpected developments increase the scope of work as defined herein and/or prove the assumptions of this proposal invalid, we will make a reasonable effort to contact you to discuss the effects and adjustment of cost.



4.0 Site Access and Site Conditions

4.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for DPSI to perform the work set forth in this agreement. Client will notify any and all possessors of the project site that Client has granted DPSI free access to the site. DPSI will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur and the correction of such damage is not part of this agreement unless so specified in the proposal.

5.0 Ownership of Documents

5.1 All reports, maps, plans, field data, field notes, estimates and other documents, whether in hard copy or machine readable form, which are prepared by DPSI as instruments of professional service, shall remain the property of DPSI. The Client may retain copies, including copies stored on magnetic tape or disk, for information and for reference in connection with the occupancy and use of the project.

5.2 Because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, DPSI reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of DPSI in their preparation. DPSI also reserves the right to retain hard copy originals of all project documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

5.3 The Client recognizes that changes or modifications to DPSI instruments of professional service introduced by anyone other than DPSI may result in adverse consequences which DPSI can neither predict nor control. Therefore, and in consideration of DPSI ' agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify DPSI from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse or reuse by others of the machine readable information and data provided by DPSI under this Agreement. The foregoing indemnification applies, without limitation, to any use of the project documents on other projects, for additions to this project, or for completion of this project by others, excepting only such use as may be authorized, in writing, by DPSI.

5.4 Client agrees that all reports and other work furnished to Client or his agents, which are not paid for, will be returned upon demand and will not be used by Client or others for any purpose whatsoever.

6.0 Client Responsibilities

6.1 The Client shall provide full information including a program setting forth the Client's design objectives, constraints, and construction budget criteria.

6.2 The Client shall furnish a legal description, a certified land survey, and the services of a soil, structural, mechanical, electrical or other engineer or consultant services, and laboratory tests, inspections, or reports as required by law or as requested by DPSI to perform the functions and services required of this agreement. The information shall be furnished at the Client's expense and DPSI shall be entitled to rely upon the accuracy and completeness thereof.

6.3 The Client shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the project, including auditing services the Client may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor uses the moneys paid by the Client. The information above shall be furnished at the Client's expense, and DPSI shall be entitled to rely upon the accuracy and completeness thereof.

6.4 If the Client observes or otherwise becomes aware of any fault or defect in the project or nonconformance with the Contract Documents, prompt written notice shall be given by the Client to DPSI.

6.5 The Client shall furnish information and shall review DPSI work and provide decisions as expeditiously as necessary for the orderly progress of the project and of DPSI services.

7.0 Insurance

7.1 DPSI represents and warrants that it and its agents, staff and consultants employed by it, is and are protected by workman's compensation insurance and that DPSI has such coverage under public liability and property damage insurance policies which DPSI deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, DPSI agrees to indemnify and save Client harmless from and against any loss, damage or liability arising from any negligent acts by DPSI, its agents, staff, and consultants employed by it. DPSI shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance. DPSI shall not be responsible for any loss, damage, or liability arising from any acts by client, its agents, staff, and other consultants employed by client.

8.0 Termination

8.1 This agreement may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this agreement or in the event of substantial failure of performance by the other party, or if Client suspends the work for more than three (3) months. In the event of termination, DPSI will be paid for services performed prior to the date of termination plus reasonable termination expenses including the cost of completing analyses, records and reports necessary to document job status at the time of termination.



8.2 Failure of the client to make payments to DPSI when due in accordance with this agreement shall be considered substantial nonperformance and cause for termination. If the Client fails to make payment when due to DPSI for services and expenses, DPSI may, upon seven (7) days written notice to the client, suspend performance of services under this agreement. Unless payment in full is received by DPSI within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, DPSI shall have no liability to the client for delay, damage, loss of agency approvals, loss of financing, interest expenses, etc. caused the Client because of such suspension of service.

9.0 Disputes Resolution

9.1 All claims, disputes, and other matters in controversy between DPSI and Client arising out of or related to this agreement will be submitted to "alternative dispute resolution" (ADR) such as mediation and/or arbitration, before and as a condition precedent to other remedies provided by law.

9.2 If a dispute at law related to the services provided under this agreement and that dispute requires litigation instead of ADR as provided upon, then:

(1) The claim will be brought and tried in judicial jurisdiction of the court of the county where DPSI principal place of business is located and client waives the right to remove the action to any other county or judicial jurisdiction, and

(2) The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other claim related expenses.

10.0 Assigns

10.1 DPSI shall not assign this agreement in whole or in part nor shall it subcontract any portion of the work to be performed hereunder; except that DPSI may use the services of persons or entities not in our employ when it is appropriate and customary to do so. Such persons and entities include, but are not necessarily limited to, specialized consultants and testing laboratories. DPSI use of others for additional services shall not be unreasonably restricted by the client provided DPSI notifies the client in advance.

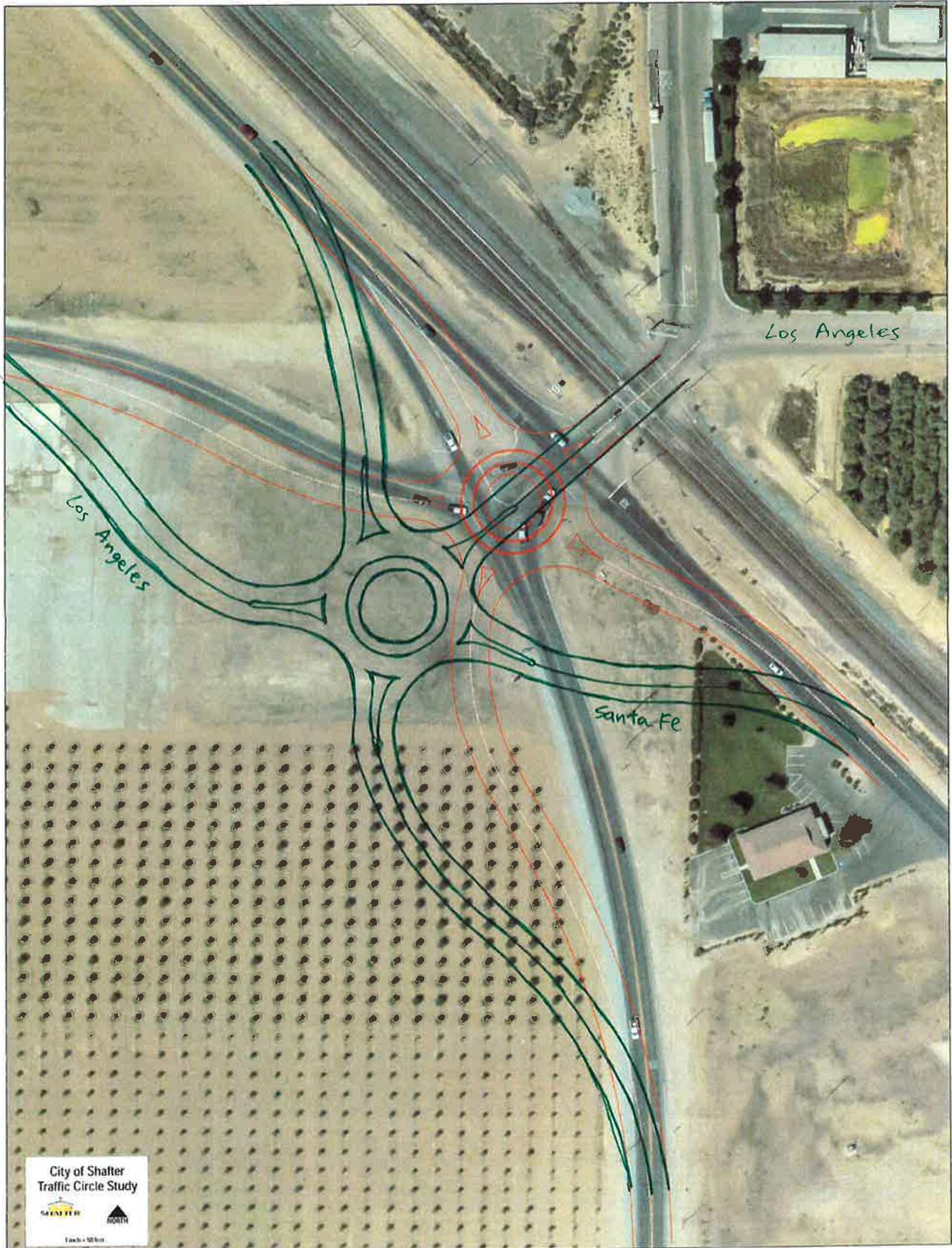
11.0 Governing Law and Survival

11.1 The law of the State of California will govern the validity of these terms, their interpretation and performance.

11.2 If any of the provisions contained in this agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this agreement for any cause.

SR 43

Beach



City of Shafter
Traffic Circle Study
SHEAFER NORTH
1 inch = 50 feet

SR 43

December 20, 2016

To Honorable Mayor and Members
of the Shafter City Council

INTENTION OF ANNEXATION OF DEVELOPMENTS TO LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. LL002-2005.

At its November 15, 2016 meeting, the Council adopted Resolution 2496 to initiate proceedings for the annexation of Tract 7033 into Landscaping and Lighting Assessment District No. LL002-2005, currently serving Tract 6301 immediately to the east of 7033. The resolution authorized the preparation of an Engineer's Report specific to the annexation that would outline the proposed assessments for the new lots as well as revised assessments for the existing lots. The Engineer's Report has since been completed and filed with the City Clerk. It recommends that the new and revised assessments take effect as early as City Fiscal Year 2018-2019.

The next step in approving and processing this district annexation would be to adopt a resolution of intent that approves the Engineer's Report and schedules a public hearing on the proposed assessments. State law requires that impacted property owners be granted no less than 45 days' notice of a public hearing on the question of forming a district or annexing properties into a district. In order to accommodate an expedited final map recordation for Tract 7033, the developer will be asked to execute a waiver of this notice. The resolution of intent included with this staff report, proposes the Council's January 17, 2017 meeting for the public hearing. At the close of the hearing, the Council will likely be asked to adopt a third and final resolution that orders the annexation as well as the new and revised assessments.

CEQA ANALYSIS

The City of Shafter adopted a Negative Declaration for Tentative Tract No. 7033 on June 3, 2008. The landscape and lighting district is a requirement of map approval. Therefore, no additional environmental documentation is required for the proposed action.

FISCAL IMPACT

There is no fiscal impact with the recommended action. The changes to the affected landscape and lighting district can be incorporated into budget planning for future fiscal years.

RECOMMENDATION

Council adopt Resolution 2500, a Resolution of the City Council of the City of Shafter Declaring Intention to Annex Tract 7033 to Landscaping and Lighting Assessment District No. L1002-2005 (Annexation #1) and to Levy and Collect Assessments on Landscaping and Lighting Assessment District No L1002-2005 Annexation #1 (Tracts 7033) together with Landscaping and Lighting Assessment District No. L1002-2005 (Tract 6301) Commencing Fiscal Year 2018-2019 pursuant to the Landscaping and Lighting Act of 1972 for the Maintenance and Servicing of Lighting and Landscaping and setting the time and place of the hearing on the proposed annexation and proposed Levy and Collection of Assessments.

Scott Hurlbert
City Manager

ATTACHMENTS

1. Resolution 2500, a Resolution of the City Council of the City of Shafter Declaring Intention to Annex Tract 7033 to Landscaping and Lighting Assessment District No. LL002-2005 (Annexation #1) and to Levy and Collect Assessments on Landscaping and Lighting Assessment District No LL002-2005 Annexation #1 (Tracts 7033) together with Landscaping and Lighting Assessment District No. LL002-2005 (Tract 6301) Commencing Fiscal Year 2018-2019 pursuant to the Landscaping and Lighting Act of 1972 for the Maintenance and Servicing of Lighting and Landscaping and setting the time and place of the hearing on the proposed annexation and proposed Levy and Collection of Assessments.
2. Landscaping and Lighting Assessment District No. LL002-2005 Tract 6301 and Landscaping and Lighting Assessment District No. LL002-2005 Annexation 1 Tentative Tract 7033 Engineer's Report

RESOLUTION NO. 2500

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHAFTER DECLARING INTENTION TO ANNEX TRACT 7033 TO LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. LL002-2005 (ANNEXATION #1) AND TO LEVY AND COLLECT ASSESSMENTS ON LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO LL002-2005 ANNEXATION #1 (TRACTS 7033) TOGETHER WITH LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. LL002-2005 (TRACT 6301) COMMENCING FISCAL YEAR 2018-2019 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 FOR THE MAINTENANCE AND SERVICING OF LIGHTING AND LANDSCAPING AND SETTING THE TIME AND PLACE OF THE HEARING ON THE PROPOSED ANNEXATION AND THE PROPOSED LEVY AND COLLECTION OF ASSESSMENTS

WHEREAS, on November 15, 2016, the City Council (the “City Council”) of the City of Shafter (the “City”) adopted Resolution No. 2496 initiating proceedings for the annexation of property within Tract 7033 to LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. LL002-2005 pursuant to the Landscaping and Lighting Act of 1972, Part 2 (commencing with § 22500) of Division 15 of the Streets and Highways Code, for the operation and maintenance of street lighting, public landscaping, and all related appurtenances located within public right-of-way, dedicated easements, or dedicated public properties of Tract 7033 in the City of Shafter; and

WHEREAS, by said Resolution the City Council ordered the Public Works Director of the City of Shafter to prepare and file a report with the City Clerk in accordance with Article 4 (commencing with § 22565) of Chapter 1 of Part 2 of Division 15 of the Streets and Highways Code.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL OF THE CITY OF SHAFTER, CALIFORNIA, AS FOLLOWS:

SECTION 1. The City Council hereby declares that it intends to annex the property described in Exhibit “A” attached hereto to LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. LL002-2005 and that such annexation will have the distinctive designation of “LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT LL002-2005, ANNEXATION #1.” The City Council further declares its intention to levy and collect assessments LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. LL002-2005 (TRACT 6301) and LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. LL002-2005, ANNEXATION #1 (TRACT 7033) for fiscal year 2018-2019 pursuant to Chapter 3 of Part 2 of Division 15 of the Streets and Highways Code in the amount set forth in the Engineer's Report described in Section 4.

SECTION 2. Purpose. The purpose of LANDSCAPING AND LIGHTING DISTRICT NO. LL002-2005, ANNEXATION #1 is for the operation and maintenance of street lighting, public landscaping, and all related appurtenances located within public right-of-way, dedicated easements, or dedicated public properties of Tract 7033 in the City of Shafter.

SECTION 3. The Improvements which are provided for the property within LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. LL002-2005 (TRACT 6301) and which shall be provided for the property within LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. LL002-2005, ANNEXATION #1 (TRACT 7033) by and through the assessments levied annually thereon shall include the following:

- (a) the installation or construction of public lighting, facilities, including, but not limited to, street lights;
- (b) the installation or planting of landscaping, including, but not limited to, street trees, parkways, and median islands;
- (c) the installation or construction of park or recreational facilities;
- (d) the installation or construction of any facilities which are appurtenant to any improvements listed in (a) through (c) or which are necessary or convenient for the maintenance or servicing thereof including, but not limited to, irrigation, drainage, and electrical facilities; and
- (e) the maintenance and servicing of any of the foregoing.

SECTION 4. Report. The report of the Engineer, on file with the City Clerk and considered by the City Council at the meeting at which this Resolution has been adopted, contains all matters required by Article 4 of Chapter 1 of Division 15 of the Streets and Highways Code, and is hereby approved. All interested persons are referred to that report for a full and detailed description of the improvements, the boundaries of the proposed assessment district, and the proposed assessments upon assessable lots and parcels of land within Landscaping and Lighting District No. LL002-2005.

SECTION 5. Time and Place of Hearing. On Tuesday, January 17, 2017, at the hour of 7:00 o'clock p.m., during the course of its regularly scheduled meeting, the City Council will conduct a public hearing on the question of the proposed annexation of Tract 7033 to LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. LL002-2005, and the future levy and collection of assessments on LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. LL002-2005, ANNEXATION #1 (TRACT 7033) together with LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. LL002-2005 (TRACT 6301) commencing Fiscal Year 2018-2019. The hearing will be held at the City Council Chamber, 336 Pacific Avenue, Shafter, California.

SECTION 6. Notice. In accordance with Government Code Section 53753, the City Clerk shall give notice of the time and place of said hearing and ballots be mailed to the property owners prior to the date of the public hearing.

PASSED, APPROVED AND ADOPTED this 20th day of December, 2016.

Mayor Cathy Prout

ATTEST:

Christine Wilson, City Clerk



Date: December 12, 2016

To: City Council for the
City of Shafter, State of California

Re: Engineer's Report
Landscaping and Lighting Assessment District No. LL002-2005 - Tract 6301
Landscaping and Lighting Assessment District No. LL002-2005, Annexation #1 - Tentative
Tract 7033

INTRODUCTION

On November 15, 2016, the City Council for the City of Shafter adopted Resolution No. 2496, in which the City Council instructed the Public Works Director to prepare an Engineer's Report for the City of Shafter to annex one additional residential development into an existing landscape and lighting assessment district. This shall be ANNEXATION #1.

The existing assessment district is designated: LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. LL002-2005 and was established by the SHAFTER CITY COUNCIL through Resolution No. 05-1774 on August 16, 2005. The existing district incorporated all buildable lots from Tract 6301, recorded on August 23, 2005, in Book 53, Pages 194 and 195 in the office of the Kern County Recorder.

Per your instruction, I have prepared this Engineer's Report in accordance with the applicable sections of the Streets and Highways Code.

Michael James
Public Works Director, City of Shafter

CERTIFICATIONS

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was filed with me on the _____day of _____, 20____.

Christine Wilson
City Clerk City of Shafter
County of Kern, State of California

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Shafter, County of Kern, State of California, on the _____day of _____, 20____.

Christine Wilson
City Clerk City of Shafter
County of Kern, State of California

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was filed with the County Auditor of the County of Kern on the _____day of _____, 20____.

Christine Wilson
City Clerk City of Shafter
County of Kern, State of California



ENGINEER'S REPORT

LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. LL002-2005 - TRACT 6301

and

LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. LL002-2005- ANNEXATION #1 TENTATIVE TRACT 7033

(pursuant to the Landscaping and Lighting Act of 1972)

PURPOSE

The purpose of the landscaping and lighting district shall be to provide an alternative source of funding for the maintenance and service of landscaping and public lighting facilities located within public areas or easements of the described District. Funding for the specified public improvements, their maintenance and operations will not be provided by the City.

The establishment of a landscaping and lighting district provides an alternative procedure by which the City Council may assess and disburse funds for related costs and expenses of installation, maintenance and service of public improvements deemed to be local in nature and benefitting the property within the District. Said funds are to be payable from annual benefit assessments apportioned equally among individual lots and parcels of property within the District, or in accordance with a formula to be otherwise determined by the City Council.

A Landscaping & Lighting District with the designation "LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. LL002-2005" was formed by the City Council for Tract 6301 on Resolution No. 05-1774 on August 16, 2005. The existing district incorporated all buildable lots from Tract 6301. A proposed development, Tentative Tract 7033, is located adjacent to Tract 6301. This additional development can offer an extension of street landscaping along Fresno Avenue. Most importantly, annexing this additional development into the existing

district will ensure all benefitting parcels share equally in the costs to maintain the improvements. Consolidating the benefitting developments into a single assessment district will also facilitate their management by the City.

This Engineer's Report shall serve as the engineer's report for the annexation of Tract 7033 to LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. LL002-2005, required by Chapter 2 of Part 2 of Division 15 of the California Streets and Highways Code, as well as the engineer's report for the annual levy of assessments for LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. LL002-2005 (TRACT 6301) and LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. LL002-2005, ANNEXATION #1 (TRACTS 7033) for Fiscal year 2017-2018, required by Chapter 3 of Part 2 of Division 15 of the California Streets and Highways Code.

Landscaping shall include trees, shrubs, turf or other ornamental vegetation, related plumbing and irrigation facilities, and related ornamental structures, fences, walls, accent lighting, statuary or fountains which are intended to beautify and aesthetically enhance the environment of the District for the benefit of the property owners and residents therein.

Public Lighting Facilities shall include lights, poles, standards, overhead or underground wiring, distribution facilities, and related paving or foundation improvements which are intended to provide lighting for the security and safety of the property owners and residents of the District.

This report consists of six parts, as follows:

**PART A: PLANS AND SPECIFICATIONS
STREETS AND HIGHWAYS CODE 22568**

Plans and Specifications for the improvements are filed with the office of the City Engineer. Although separately bound, the Plans and Specifications are a part of this report and are included in it by reference.

**PART B: ESTIMATE OF ANNUAL COSTS
STREETS AND HIGHWAYS CODE 22569**

An estimate of the annual cost of the maintenance of the improvements

**PART C: ESTIMATE OF ANNUAL COSTS TO PARCELS WITHIN THE ASSESSMENT DISTRICT
STREETS AND HIGHWAYS CODE 22572**

An estimate of the annual cost of the maintenance assessed on each benefitted parcel of land within the assessment district.

**PART D: METHOD OF APPORTIONMENT OF ASSESSMENT
STREETS AND HIGHWAYS CODE 22572 & 22573**

A statement of the method by which the undersigned has determined the amount proposed to be assessed against each parcel of land.

**PART E: PROPERTY OWNERS AFFECTED BY ASSESSMENT
STREETS AND HIGHWAYS CODE 22572(b)**

A list of parcels or addresses of real property within this assessment district, as shown on the last equalized assessment roll before taxes.

**PART F: ASSESSMENT DISTRICT DIAGRAM
STREETS AND HIGHWAYS CODE 22570 & 22571**

A diagram showing all of the parcels of property within this assessment district.

This report has been prepared and filed in compliance with the Landscaping and Lighting Act of 1972 (State of California Highways Code 22500-22679)

Respectfully Submitted,



Michael James
City of Shafter, Public Works Director

PART A: PLANS AND SPECIFICATIONS

As a part of each residential development, plans and specifications were checked and approved or shall be checked and approved by the City Engineer in compliance with each tract's "Conditions of Approval", the City of Shafter Engineering Subdivision Design Manual and other applicable laws and standards.

The applicable portions of the Improvement Plans are as follows:

- Street Plans showing the locations and requirements of street lighting.
- Landscaping Plans showing the layout of all landscaping & sprinkler piping for the landscaping proposed to be installed at Shafter Avenue, Fresno Avenue and Mannel Avenue and in the landscaping areas adjacent to a drainage basin within Tract 7033.

Plans and Specifications are on file with the office of the City Engineer. They are incorporated into this report by reference.

The Improvements which shall be provided for the property within LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. LL002-2005 (TRACT 6301) and LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. LL002-2005, ANNEXATION #1 (TRACTS 7033) by and through the assessments levied annually thereon shall include the following:

- 1) the installation or construction of public lighting, facilities, including, but not limited to, street lights;
- 2) the installation or planting of landscaping, including, but not limited to, street trees, parkways, and median islands;
- 3) the installation or construction of any facilities which are appurtenant to any improvements listed in (a) through (d) or which are necessary or convenient for the maintenance or servicing thereof including, but not limited to, irrigation, drainage, and electrical facilities; and
- 4) the maintenance and servicing of any of the foregoing.

PART B: ESTIMATE OF ANNUAL COSTS

Annual cost estimates were calculated for the maintenance of the improvements described in Part A. Costs to reimburse the City of Shafter for labor, materials, and administration were based upon the following:

- To date, within the district boundaries, public landscape improvements have been maintained by a contracted company which performs weekly mowing of Bermuda grass and general weeding and sprinkler inspections, adjustments and repairs. The average cost to the benefitting lots is \$1,000 per month.
- Tract 7033, in compliance with new State requirements for drought tolerant planting and water use, proposes to use a combination of trees and groundcover irrigated by a drip system. For now, the maintenance and inspection of this new standard can be performed by crews working within the City Parks Division of Public Works at hours and rates provided in the updated estimate of costs.
- Current and/or estimated costs for metered City water.
- Quantity and type of street lights based using current PG&E street light tariffs.
- Estimates of administration time and costs.

The following spreadsheet illustrates the estimate of annual costs for this assessment.

PART C: ESTIMATE OF ANNUAL COSTS TO PARCELS WITHIN THE ASSESSMENT DISTRICT

Each property will be assessed in conformance with the following table (see next page):

**ENGINEER'S REPORT
CITY OF SHAFTER
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
NO. LL002-2005**

ASSESSMENT ROLL

SPECIAL ASSESSMENT NUMBER	AMOUNT OF ASSESSMENT	PROPERTY DESCRIPTION						
1	\$274.00	ATN	028	551	0	1	00	2
2	\$274.00	ATN	028	551	0	2	00	5
3	\$274.00	ATN	028	551	0	3	00	8
4	\$274.00	ATN	028	552	0	1	00	9
5	\$274.00	ATN	028	552	0	2	00	2
6	\$274.00	ATN	028	552	0	3	00	5
7	\$274.00	ATN	028	552	0	4	00	8
8	\$274.00	ATN	028	552	0	5	00	1
9	\$274.00	ATN	028	552	0	6	00	4
10	\$274.00	ATN	028	552	0	7	00	7
11	\$274.00	ATN	028	552	0	8	00	0
12	\$274.00	ATN	028	552	0	9	00	3
13	\$274.00	ATN	028	553	0	1	00	6
14	\$274.00	ATN	028	553	0	2	00	9
15	\$274.00	ATN	028	553	0	3	00	2
16	\$274.00	ATN	028	553	0	4	00	5
17	\$274.00	ATN	028	553	0	5	00	8
18	\$274.00	ATN	028	553	0	6	00	1
19	\$274.00	ATN	028	553	0	7	00	4
20	\$274.00	ATN	028	553	0	8	00	7
21	\$274.00	ATN	028	553	0	9	00	0
22	\$274.00	ATN	028	553	1	0	00	2
23	\$274.00	ATN	028	553	1	1	00	5
24	\$274.00	ATN	028	553	1	2	00	8
25	\$274.00	ATN	028	553	1	3	00	1

**ENGINEER'S REPORT
CITY OF SHAFTER
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
NO. LL002-2005**

ASSESSMENT ROLL

SPECIAL ASSESSMENT NUMBER	AMOUNT OF ASSESSMENT	PROPERTY DESCRIPTION						
26	\$274.00	ATN	028	553	1	4	00	4
27	\$274.00	ATN	028	553	1	5	00	7
28	\$274.00	ATN	028	553	1	6	00	0
29	\$274.00	ATN	028	553	1	7	00	3
30	\$274.00	ATN	028	553	1	8	00	6
31	\$274.00	TRACT	7033	PH.	1	LOT	1	
32	\$274.00	TRACT	7033	PH.	1	LOT	2	
33	\$274.00	TRACT	7033	PH.	1	LOT	3	
34	\$274.00	TRACT	7033	PH.	1	LOT	4	
35	\$274.00	TRACT	7033	PH.	2	LOT	5	
36	\$274.00	TRACT	7033	PH.	2	LOT	6	
37	\$274.00	TRACT	7033	PH.	2	LOT	7	
38	\$274.00	TRACT	7033	PH.	2	LOT	8	
39	\$274.00	TRACT	7033	PH.	2	LOT	9	
40	\$274.00	TRACT	7033	PH.	2	LOT	10	
41	\$274.00	TRACT	7033	PH.	2	LOT	11	
42	\$274.00	TRACT	7033	PH.	2	LOT	12	
43	\$274.00	TRACT	7033	PH.	3	LOT	13	
44	\$274.00	TRACT	7033	PH.	3	LOT	14	
45	\$274.00	TRACT	7033	PH.	3	LOT	15	
46	\$274.00	TRACT	7033	PH.	3	LOT	16	
47	\$274.00	TRACT	7033	PH.	4	LOT	17	
48	\$274.00	TRACT	7033	PH.	4	LOT	18	
49	\$274.00	TRACT	7033	PH.	4	LOT	19	
50	\$274.00	TRACT	7033	PH.	4	LOT	20	
51	\$274.00	TRACT	7033	PH.	4	LOT	21	

**ENGINEER'S REPORT
CITY OF SHAFTER
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
NO. LL002-2005**

ASSESSMENT ROLL

SPECIAL ASSESSMENT NUMBER	AMOUNT OF ASSESSMENT	PROPERTY DESCRIPTION			
52	\$274.00	TRACT	7033	PH. 4	LOT 22
53	\$274.00	TRACT	7033	PH. 4	LOT 23
54	\$274.00	TRACT	7033	PH. 3	LOT 24
55	\$274.00	TRACT	7033	PH. 3	LOT 25
56	\$274.00	TRACT	7033	PH. 3	LOT 26
57	\$274.00	TRACT	7033	PH. 3	LOT 27
58	\$274.00	TRACT	7033	PH. 5	LOT 28
59	\$274.00	TRACT	7033	PH. 5	LOT 29
60	\$274.00	TRACT	7033	PH. 5	LOT 30
61	\$274.00	TRACT	7033	PH. 5	LOT 31
62	\$274.00	TRACT	7033	PH. 5	LOT 32
63	\$274.00	TRACT	7033	PH. 5	LOT 33
64	\$274.00	TRACT	7033	PH. 5	LOT 34
65	\$274.00	TRACT	7033	PH. 5	LOT 35
66	\$274.00	TRACT	7033	PH. 5	LOT 36
67	\$274.00	TRACT	7033	PH. 5	LOT 37
68	\$274.00	TRACT	7033	PH. 5	LOT 38
69	\$274.00	TRACT	7033	PH. 5	LOT 39
70	\$274.00	TRACT	7033	PH. 5	LOT 40
71	\$274.00	TRACT	7033	PH. 5	LOT 41
72	\$274.00	TRACT	7033	PH. 5	LOT 42
73	\$274.00	TRACT	7033	PH. 7	LOT 43
74	\$274.00	TRACT	7033	PH. 7	LOT 44
75	\$274.00	TRACT	7033	PH. 7	LOT 45
76	\$274.00	TRACT	7033	PH. 7	LOT 46
77	\$274.00	TRACT	7033	PH. 7	LOT 47

**ENGINEER'S REPORT
CITY OF SHAFTER
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
NO. LL002-2005**

ASSESSMENT ROLL

SPECIAL ASSESSMENT NUMBER	AMOUNT OF ASSESSMENT	PROPERTY DESCRIPTION		
78	\$274.00	TRACT	7033	PH. 7 LOT 48
79	\$274.00	TRACT	7033	PH. 7 LOT 49
80	\$274.00	TRACT	7033	PH. 6 LOT 50
81	\$274.00	TRACT	7033	PH. 6 LOT 51
82	\$274.00	TRACT	7033	PH. 6 LOT 52
83	\$274.00	TRACT	7033	PH. 6 LOT 53
84	\$274.00	TRACT	7033	PH. 6 LOT 54
85	\$274.00	TRACT	7033	PH. 6 LOT 55
86	\$274.00	TRACT	7033	PH. 6 LOT 56
87	\$274.00	TRACT	7033	PH. 6 LOT 57
88	\$274.00	TRACT	7033	PH. 6 LOT 58
89	\$274.00	TRACT	7033	PH. 6 LOT 59
90	\$274.00	TRACT	7033	PH. 6 LOT 60
91	\$274.00	TRACT	7033	PH. 6 LOT 61
92	\$274.00	TRACT	7033	PH. 6 LOT 62
93	\$274.00	TRACT	7033	PH. 6 LOT 63
94	\$274.00	TRACT	7033	PH. 7 LOT 64
95	\$274.00	TRACT	7033	PH. 7 LOT 65
96	\$274.00	TRACT	7033	PH. 7 LOT 66
97	\$274.00	TRACT	7033	PH. 7 LOT 67
98	\$274.00	TRACT	7033	PH. 7 LOT 68
99	\$274.00	TRACT	7033	PH. 7 LOT 69
100	\$274.00	TRACT	7033	PH. 8 LOT 70
101	\$274.00	TRACT	7033	PH. 8 LOT 71
102	\$274.00	TRACT	7033	PH. 8 LOT 72
103	\$274.00	TRACT	7033	PH. 8 LOT 73

**ENGINEER'S REPORT
CITY OF SHAFTER
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
NO. LL002-2005**

ASSESSMENT ROLL

SPECIAL ASSESSMENT NUMBER	AMOUNT OF ASSESSMENT	PROPERTY DESCRIPTION		
104	\$274.00	TRACT	7033	PH. 8 LOT 74
105	\$274.00	TRACT	7033	PH. 8 LOT 75
106	\$274.00	TRACT	7033	PH. 8 LOT 76
107	\$274.00	TRACT	7033	PH. 8 LOT 77
108	\$274.00	TRACT	7033	PH. 8 LOT 78
109	\$274.00	TRACT	7033	PH. 8 LOT 79
110	\$274.00	TRACT	7033	PH. 8 LOT 80
111	\$274.00	TRACT	7033	PH. 8 LOT 81
112	\$274.00	TRACT	7033	PH. 8 LOT 82
113	\$274.00	TRACT	7033	PH. 8 LOT 83
114	\$274.00	TRACT	7033	PH. 8 LOT 84
115	\$274.00	TRACT	7033	PH. 8 LOT 85
116	\$274.00	TRACT	7033	PH. 8 LOT 86
117	\$274.00	TRACT	7034	PH. 8 LOT 87

PART D: METHOD OF APPORTIONMENT OF ASSESSMENT

The method of apportionment of assessment is as follows:

100% of the cost of estimated operation and maintenance costs detailed in Part B shall be divided equally among each of the benefitting properties within the assessment district. A “benefitting property” is determined to be one buildable lot conforming to “E” (Estate) zoning standards.

	BUILDABLE LOT	NON-BUILDABLE LOT	TOTAL LOTS
TRACT 6301	30	1	31
TRACT 7033	87	0	78
TOTALS:	117	0	118

Each lot shall be assessed \$274.00 or the Estimate of Annual Costs from Part B divided by the number of buildable lots.

Each buildable lot from Tracts 6301 and 7033 shall benefit from the maintenance of improved landscaping areas and street lighting. Landscaping along the sides of public streets (Fresno Avenue, Mannel Avenue and Shafter Avenue) provide an aesthetic buffer between street improvements, consisting of paved surfacing, concrete drainage facilities, and sidewalk, and the masonry wall found at the tract perimeter. Each tract also includes at least one landscaped entry at public street intersections. Tract 7033 shall retain its own street drainage with separate basins that will have landscaping between the street frontage and a perimeter block wall. Street lighting provides for increased visibility of both vehicular and pedestrian traffic at night as well as increased security for the residences.

Both landscaping and street lighting improvements are required as a part of the City of Shafter Subdivision Engineering & Design Manual approved by the City Council. Minimum standards are required to ensure adequate protection of property as well as to ensure the health, safety, and welfare of the public.

The assessments shall be levied on all parcels of assessable property within Landscaping and Lighting Assessment District No. LL002-2005 (Tract 6301) and Landscaping and Lighting Assessment District No. LL002-2005, Annexation #1 (Tracts 7033) so long as the assessments are necessary to finance the Improvements specified in Part A and the maintenance and servicing thereof. The assessment amounts contained in this report shall be subject to an annual adjustment or increase in an amount equal to the percentage increase in the Consumer Price Index - All Urban Consumers for the Los Angeles - Anaheim - Riverside Area; provided however that the amount of the assessment to be levied on any assessable parcel in any fiscal year shall not be increased by more than four percent (4.00%), and the amount of the

assessment to be levied on any parcel in any fiscal year shall not in any event exceed the actual total cost of the proportional special benefit conferred on that parcel.

PART E: PROPERTY OWNERS AFFECTED BY ASSESSMENT

Since all lots within Tract 6301 are already in the existing assessment district, it is unnecessary to get their approval for this annexation. The proposed changes would actually decrease their assessments significantly since there will be more lots to spread the costs against.

All proposed lots within the annexation area are owned by the developer of Tract 7033. Their contact information is as follows:

Willow Land Dev, LLC.
ATTN: ROBERT M. KAPRAL
9530 Hageman Road B #300
Bakersfield, CA 93312-3959

Tel: (661) 203-8388

**PART F: ASSESSMENT DISTRICT DIAGRAM
STREETS AND HIGHWAYS CODE 22570 & 22571**

The attached assessment diagram is based on the recorded Tract 6301 and approved Tentative Tract 7033. Each numbered lot within each development has been designated an assessment number. Lettered lots, designated as special purpose lots or non-buildable lots, were not assigned an assessment number.

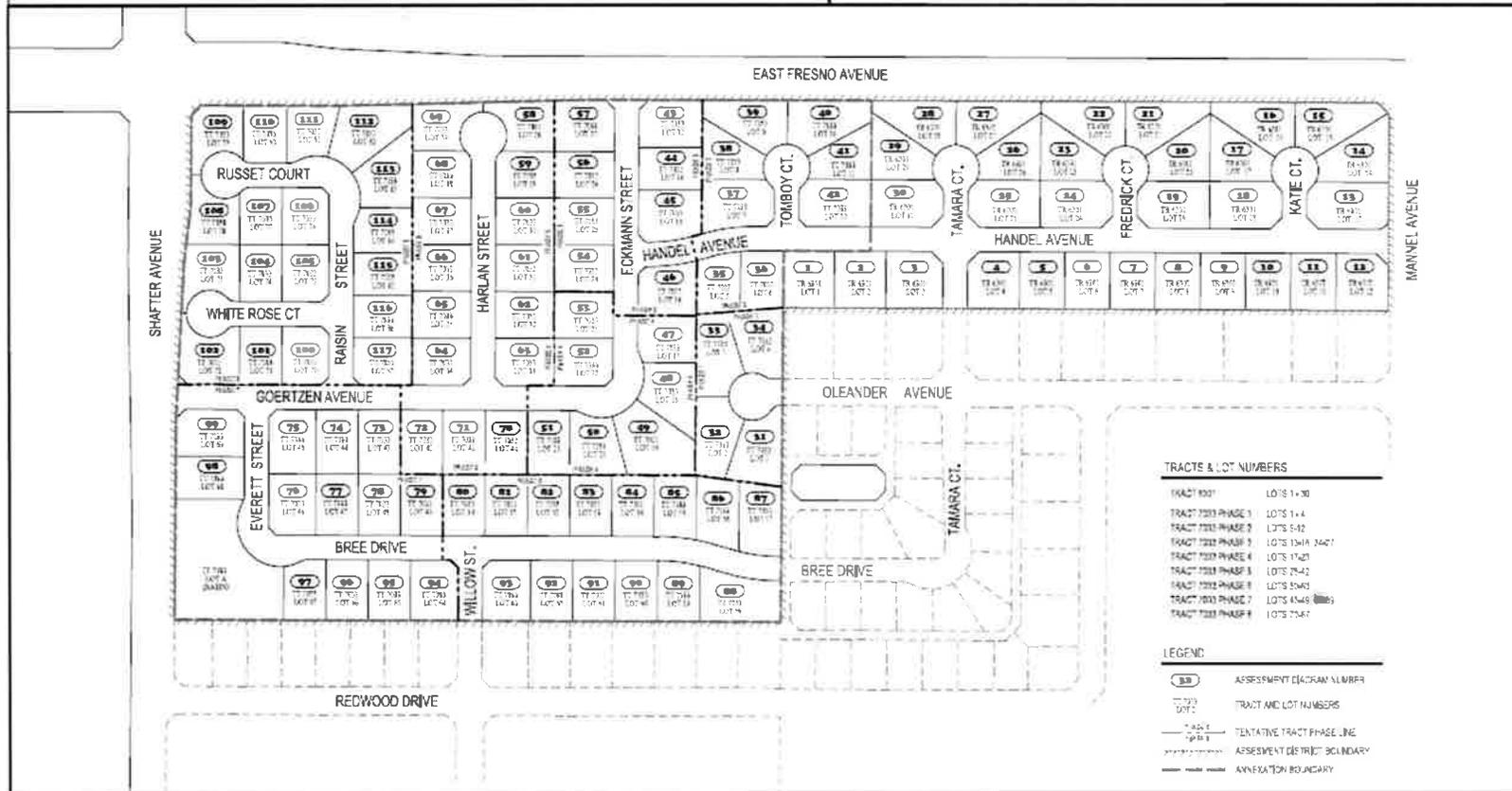
ASSESSMENT DISTRICT NO. LL002-2005 ANNEXATION #1

CITY OF SHAFTER, KERN COUNTY CALIFORNIA
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT FOR
TRACT 6301 & TENTATIVE TRACT 7033 PHASES 1 THRU 8

MAP REFERENCES:

TRACT 6301: RECORDED AS DOCUMENT NO. 205228536 IN THE BOOK OF MAPS IN BOOK 53, PAGES 194 & 195 IN THE OFFICE OF THE KERN COUNTY RECORDER ON AUGUST 23, 2005

TENTATIVE TRACT 7033: BEING A MERGER AND RESUBDIVISION OF THE FOLLOWING DESCRIBED PROPERTY; PARCEL 1 OF LOT LINE ADJUSTMENT NO. 01-4-3, AS PER CERTIFICATE OF COMPLIANCE RECORDED MAY 27, 2002 AS INSTRUMENT NO. 0222547306 OF OFFICIAL RECORDS, AND THE DESIGNATED REMAINDER OF TRACT NO. 6301 IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA, AS PER MAP RECORDED AUGUST 21, 2005 IN BOOK 53, PAGES 194 AND 195 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



TRACTS & LOT NUMBERS

- TRACT 6301: LOTS 1-30
- TRACT 7033 PHASE 1: LOTS 1-4
- TRACT 7033 PHASE 2: LOTS 5-12
- TRACT 7033 PHASE 3: LOTS 13-14, 24-27
- TRACT 7033 PHASE 4: LOTS 11-23
- TRACT 7033 PHASE 5: LOTS 28-42
- TRACT 7033 PHASE 6: LOTS 53-63
- TRACT 7033 PHASE 7: LOTS 43-63
- TRACT 7033 PHASE 8: LOTS 71-87

LEGEND

- ASSESSMENT (ACRAN) NUMBER
- TRACT AND LOT NUMBERS
- TENTATIVE TRACT PHASE LINE
- ASSESSMENT DISTRICT BOUNDARY
- ANNEXATION BOUNDARY

December 20, 2016

To Honorable Mayor and Members
of the Shafter City Council

INFORMATION BULLETIN NO. 16-24

- a. Water System Update

Scott Hurlbert
City Manager

ORDINANCE NO. 692

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHAFTER ADOPTING THE CITY OF SHAFTER SUBDIVISION ORDINANCE, TITLE 16 OF THE SHAFTER MUNICIPAL CODE AS PROVIDED AND ATTACHED IN EXHIBIT "A"

WHEREAS, the City Council has, at its regularly scheduled meeting on December 6, 2016, studied and considered Ordinance 692, a proposal to update the Subdivision Ordinance (Title 16 of the City of Shafter Municipal Code), to meet current State standards, as depicted in Exhibit "A" and attached hereto; and

WHEREAS, on November 8, 2016, under Resolution No. 16-283, the Planning Commission recommended approval of the update to the Subdivision Ordinance to the City Council; and

WHEREAS, the City Council has determined that this update to the Subdivision Ordinance is exempt from the California Environmental Quality Act (CEQA) as defined in Section 3.07 of the City's "Local Guidelines for Implementing the California Environmental Quality Act" since it can be seen with certainty that there is no possibility that the activity in question will have a significant effect on the environment; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enact this update to the City's Subdivision Ordinance to enhance the quality of life and to protect the health, safety and welfare of its citizens; and

WHEREAS, the City Council of the City of Shafter, at a timely and properly noticed public hearing held on December 6, 2016, determined that in order to facilitate orderly development in the City of Shafter, it pass Ordinance No. 692, an Ordinance updating the Shafter Subdivision Ordinance to reflect current State standards, by adopting Ordinance No. 692.

NOW, THEREFOR, THE CITY COUNCIL OF THE CITY OF SHAFTER DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The above recitals and findings incorporated herein are true and correct.

SECTION 2. The report of the Planning Commission, including tables and all reports and papers relevant thereto, as transmitted by the Secretary of the Planning Commission to the City Council, is hereby received, accepted and approved.

SECTION 3. The City Council adopts the City of Shafter Subdivision Ordinance, Title 16 of the Shafter Municipal Code, as provided and attached in Exhibit "A" (all ~~strikeout~~ print represents text to be removed and all underlined print represents text to be added).

SECTION 4. CEQA. Under Title 14 of the California Code of Regulations, Section 15061(b)(3), the Ordinance is exempt from the requirements of CEQA in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for

causing a significant effect on the environment. It can be seen with certainty that there is no possibility that the subject activity will have a significant effect on the environment. Therefore, the activity is not subject to CEQA.

SECTION 5. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining sections of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

SECTION 6. Effective Date. This ordinance shall take effect thirty (30) days after its final passage and adoption; and, within twenty (20) days after its adoption, a copy of same shall be published and circulated in the City of Shafter together with the names and members of the City Council voting for and against the same.

PASSED AND ADOPTED THIS 20th DAY OF DECEMBER, 2016

Cathy L. Prout, Mayor

ATTEST:

Christine Wilson, City Clerk

**CITY OF SHAFTER
MUNICIPAL CODE
TITLE 16**

SUBDIVISION ORDINANCE

**EXHIBIT "A" OF
ORDINANCE NO. 692**

**APPROVED:
EFFECTIVE:**

**CITY OF SHAFTER
336 PACIFIC AVENUE
SHAFTER, CA 93263**

TITLE 16
SUBDIVISIONS

- Chapter 1 General Provisions
- Chapter 2 Definitions
- Chapter 3 General Requirements
- Chapter 4 Tentative Maps
- Chapter 5 Final Maps
- Chapter 6 Parcel Maps
- Chapter 7 Vesting Tentative Maps
- Chapter 8 Design Standards
- Chapter 9 Improvements
- Chapter 10 Optional Design and Improvement Standards
- Chapter 11 Dedications
- Chapter 12 Reservations
- Chapter 13 Soils and Grading Reports
- Chapter 14 Reversion to Acreage
- Chapter 15 ~~Merger of Lots~~ Lot Mergers
- Chapter 16 Appeals

~~Chapter 1~~ **Chapter 1**

GENERAL PROVISIONS

1.010 Title

1.020 Purpose and Intent

1.030 Authority

1.010 ~~4.010~~ TITLE

This Title shall be known as the Subdivision Ordinance of the City.

1.020 ~~4.020~~ PURPOSE AND INTENT

The City Council has adopted this Title to supplement and implement the Subdivision Map Act (Division 2 of Title 7 of the California Government Code); setting forth regulations, standards, and procedures for the subdividing of real property in a manner that protects and promotes the public health, safety, convenience, and welfare of present and future City citizens specifically to:

- Implement the goals, objectives, policies and programs of the General Plan and manage future growth and changes in accordance with the General Plan;
- Protect the physical, social, and economic stability and vitality of residential, commercial, industrial, public, institutional, and open space uses within the City to assure orderly development;
- Reduce or eliminate hazards to the public resulting from an inappropriate location or use of buildings and/or other improvements;
- Attain the physical, social, and economic advantages resulting from comprehensive and orderly land use and resource planning.

1.030 ~~4.030~~ AUTHORITY

A. ~~A.~~ This Title is adopted pursuant to the provisions of the Subdivision Map Act (Division 2 of Title 7 of the California Government Code). The provisions of the Subdivision Map Act are incorporated by this reference as though fully set forth herein. In the event of any actual conflict between this Title and the Subdivision Map Act, the provisions of the Subdivision Map Act shall prevail.

All divisions of land in the City, as hereinafter defined, are subject to all applicable provisions of this Title.

B. ~~B.~~ The City Engineer shall formulate such rules, procedures, and interpretations as may be necessary or convenient to administer this Title. The City Engineer is hereby authorized to incorporate amendments into the ~~City's~~ City's Subdivision & Engineering Design Manual, which is incorporated by

this reference as though fully set forth herein, provided that such amendments are consistent with this Title, that all such amendments are made in writing and maintained in an indexed file by topic and date, and that the Subdivision Map Act does not require such amendments to be adopted by ordinance or resolution of the City Council. A copy of the Subdivision & Engineering Design Manual shall be on file in the office of the City Engineer and shall be made available to the public at a cost sufficient to recover costs incurred by the City for reproducing said Manual. In the event of a conflict between this Title and the Subdivision & Engineering Design Manual, the provisions of this Title shall prevail.

C. As provided in this Title, the following approvals will be reviewed by the following authorities:

Chapter-2

Table 1.030. Approvals and Review Authorities

Approval		Review Authority			
Title	Citation	City Engineer	Project Assistance Team	Planning Commission	City Council
Parcel Map Waiver	<u>Sec. 3.040</u>		<u>D</u>	<u>A</u>	<u>A</u>
Lot Line Adjustment	<u>Sec. 3.050</u>		<u>D</u>	<u>A</u>	<u>A</u>
Certificate of Compliance	<u>Sec. 3.060</u>		<u>D</u>	<u>A</u>	<u>A</u>
Conditional Certificate of Compliance	<u>Sec. 3.060</u>		<u>D</u>	<u>A</u>	<u>A</u>
Lot Merger, Generally	<u>Ch. 15</u>			<u>D</u>	<u>A</u>
Lot Merger, Contiguous Parcels under Common Ownership	<u>Sec. 15.016</u>		<u>D</u>	<u>A</u>	<u>A</u>
Tentative Subdivision Map	<u>Ch. 4</u>			<u>R</u>	<u>D</u>
Tentative Parcel Map	<u>Ch. 4</u>		<u>A&A</u>	<u>D</u>	<u>A</u>
Final Map	<u>Ch. 5</u>				<u>D</u>
Final Map, Correction and Amendment	<u>Sec. 5.150</u>				<u>D</u>
Final Map, Multiple Maps	<u>Sec. 5.160</u>				<u>D</u>
Parcel Map	<u>Ch. 6</u>	<u>D</u>		<u>A</u>	<u>A</u>
Parcel Map, Correction and Amendment	<u>Sec. 6.080</u>	<u>D</u>		<u>A</u>	<u>A</u>
Reversion to Acreage	<u>Ch. 14</u>			<u>D</u>	<u>A</u>
<u>A&A = Advise and Assist</u> <u>R = Recommending Body</u> <u>D = Decision Making Body</u> <u>A = Appellate Body</u>					

Chapter 2

DEFINITIONS

- 2.010 Generally
- 2.020 Building Official
- 2.030 Certificate of Compliance
- 2.040 City
- 2.050 City Council
- 2.060 City Engineer
- 2.070 County
- 2.080 County Recorder
- 2.090 Decision Making Body
- 2.100 Design
- 2.110 Final Map
- 2.120 General Plan
- 2.130 Improvements
- 2.140 Lot Line Adjustment
- 2.150 Subdivision Map Act
- 2.16 Municipal Code
- 2.170 Off-Site Improvements
- 2.180 Original Parcel
- 2.190 Parcel Created
- 2.200 Parcel Map (Final)
- 2.210 Person
- 2.220 Planning Commission
- 2.230 Planning Director
- 2.240 Project Assistance Team

- 2.250 (Reserved)
- 2.260 Record of Survey Map
- 2.270 Subdivider
- 2.280 Subdivision
- 2.290 Subdivision and Engineering Design Manual
- 2.300 Tentative Map
- 2.310 Vesting Tentative Map
- 2.320 Zoning Ordinance

2.010 ~~2.010~~ GENERALLY

The following definitions and those set forth throughout this Title shall apply when interpreting the intent or meaning of the requirements and guidelines of this Title; unless a different meaning clearly appears from the context within which such words are used.

2.020 ~~2.020~~ BUILDING OFFICIAL

"Building Official" means the Building Official of the City of Shafter, or his/ or her designee.

2.030 ~~2.030~~ CERTIFICATE OF COMPLIANCE

~~Refer to~~ "Certificate of Compliance" has the same meaning as in Section 66499.35(a) through (f) of the Subdivision Map Act.

2.040 ~~2.040~~ CITY

"City" means the City of Shafter, California.

2.050 ~~2.050~~ CITY COUNCIL

"City Council" means the City Council of the City of Shafter.

2.060 ~~2.060~~ CITY ENGINEER

"City Engineer" means the City Engineer of the City of Shafter, or his/ or her designee.

2.070 ~~2.070~~ COUNTY

"County" means the County of Kern, California.

2.080 ~~2.080~~ COUNTY RECORDER

"County Recorder" means the County Recorder of the County of Kern.

2.090 ~~2.090~~ DECISION MAKING BODY

~~Pursuant to Section 65100 of the California Government Code, the~~ "Decision Making Body for" means the ~~City shall consist of the~~ City Council, Planning Commission, ~~and the~~ Project Assistance Team, ~~acting under the authority of~~ or other person or body that is designated in this Title as follows: having final review and approval authority for an action. See Table 1.030. (Authority: Gov. Code § 65100.)

- ~~A. The Project Assistance Team shall constitute the administrative body for certificates of compliance or a conditional certificates of compliance, in accordance with Section 66499.35 of the Map Act; parcel map waivers, in accordance with Section 66428.b of the Map Act and Section 4.030.G of this Title; lot line adjustments, in accordance with Section 3.03.D of this Title; and lot mergers where the merger of contiguous parcels under common ownership is sought by the property owner(s) in accordance with Section 4.040.0 of this Title.~~
- ~~B. The Planning Commission shall constitute the administrative body for tentative parcel maps, reversions to acreage, and merger of contiguous properties, when petitioned by the Decision Making Body consistent with the provisions of Chapter 15 of this Title, and shall act as a recommending body to the City Council for all proposed tentative subdivision maps.~~
- ~~C. The City Council shall constitute the legislative body for all proposed tentative and final subdivision maps and shall be the final authority for any appeal as provided in Chapter 16 of this Title.~~

2.100 ~~2.100~~ DESIGN

"Design" includes any of the following items associated with a subdivision in the City.

- A. ~~A.~~ Street alignments, grades and widths;
- B. ~~B.~~ Drainage, sanitary sewer facilities, water, and utilities, including alignments and grades thereof;
- C. ~~C.~~ Location and size of all required easements and rights-of-ways;
- D. ~~D.~~ Fire roads and firebreaks;
- E. ~~E.~~ Lot size and configuration;
- F. ~~F.~~ Traffic access;
- G. ~~G.~~ Grading;
- H. ~~H.~~ Land to be dedicated for park or recreational purposes; and
- I. ~~I.~~ Such Other specific physical requirements in the plan and configuration of the entire subdivision ~~as may be~~ that are necessary ~~or convenient~~ to ensure

consistency with, or implementation of, the general plan, or any applicable specific plan, as required by ~~Article 5 (commencing with Section 65300) of Chapter 3 of Division 1 of Title 7 of the Government Code, or any specific plan adopted pursuant to Article 8 (commencing with Section 65450) of Chapter 3 of Division 1 of Title 7 of the Government Code.~~ Section 66473.5 of the Subdivision Map Act.

2.110 ~~2.110~~ FINAL MAP

"Final Map" means the final map as required by Section 3.010 of this Title.

~~The final subdivision map required for all subdivisions creating five or more parcels, five or more condominiums as defined in Section 7.83 of the Civil code, a community apartment project containing five or more parcels, or for the conversion of a dwelling to a stock cooperative containing five or more dwelling units, except where sections 3.010, A, B, C, D, or E, Chapter 3 of this Title apply.~~

2.120 ~~2.120~~ GENERAL PLAN

"General Plan" means the General Plan of the City of Shafter, as adopted and subsequently amended.

2.130 ~~2.130~~ IMPROVEMENTS

A. Such "Improvements" refers to any street work and utilities to be installed, or agreed to be installed, by a subdivider on the land to be used for public or private streets, highways, ways, and easements, as are necessary for the general use of the lot owners in the subdivision and local neighborhood traffic and drainage needs as a condition precedent to the approval and acceptance of the map thereof.

B. "Improvements" also refer to such other specific improvements or types of improvements, the installation of which, either by a subdivider, by public agencies, by private utilities, by any other entity approved by the City, or by a combination thereof, is necessary or convenient to ensure consistency with, or implementation of, the General Plan and/or any applicable specific plan.

2.140 ~~2.140~~ LOT LINE ADJUSTMENT

~~Adjustment of a Lot Line between two or more existing adjacent parcels, where the land taken from one parcel is added to an adjacent parcel, and where a greater number of parcels than originally existed is not thereby created.~~ Adjustment" means an adjustment of lot lines between parcels as provided in Section ~~3.030.B~~ of this Title.

3.050

2.150 ~~2.150~~ SUBDIVISION MAP ACT

"Subdivision Map Act" means the Subdivision Map Act of the State of California, being Division 2 of Title 7 (commencing with Section 66410) of the Government Code.

2.160 ~~2.160~~ MUNICIPAL CODE

"Municipal Code" means the Municipal Code of the City of Shafter, as amended.

2.170 ~~2.170~~ OFF-SITE IMPROVEMENTS

"Off-Site Improvements" means improvements as defined in Section 2.130, that are required for the orderly development of the surrounding area and which affect rights-of-way outside the boundary of the map.

2.180 ~~2.180~~ ORIGINAL PARCEL

"Original Parcel" means a parcel of land for which a subdivision is required, exclusive of any contiguous whole parcel or lot established by a subdivision, record of survey map or parcel map which was lawfully made, approved and recorded.

2.190 ~~2.190~~ PARCEL CREATED

"Parcel Created" means any parcel or lot which is created by the subdivision of an original parcel, including the remainder of the original parcel.

2.200 ~~2.200~~ PARCEL MAP

~~A "Parcel Map is defined as a division of land resulting in four (4) or fewer parcels. A parcel map is also defined as a division of land creating five or more parcels which are excepted from final map requirements by sections 3.010, A, B, C, D, or E, Chapter 3"~~ means the map required by Section 3.020 of this Title and described in Chapter 6 of this Title.

2.210 ~~2.210~~ PERSON

"Person" means any individual, firm, association, corporation, organization, partnership; any city, county, district, state; or any department or agency thereof, or other group acting as a single unit.

2.220 ~~2.220~~ PLANNING COMMISSION

"Planning Commission" means the Planning Commission of the City of Shafter

2.230 ~~2.230~~ PLANNING DIRECTOR

"Planning Director" means the Planning Director of the City of Shafter, or his/her designee

2.240 ~~2.240~~ PROJECT ASSISTANCE TEAM

~~Pursuant to~~ In accordance with Section 65100 of the California Government Code Section 6500, the Project Assistance Team acts in a technical capacity for the Decision Making Body, except where otherwise provided in this Title. The creation of, composition, powers, duties, meetings, and rules of procedures is defined in Section 1.140, Chapter 1, Title 17 of the ~~Shafter~~ Municipal Code.

2.250 ~~2.250~~ (RESERVED)

2.260 ~~2.260~~ RECORD OF SURVEY MAP

"Record of Survey Map" means the documents prepared by a licensed land surveyor

or registered civil engineer as provided in Article 5, Chapter 15 of Division 3 (commencing with Section 8760) of the Business and Professions Code.

2.270 ~~2.270~~ SUBDIVIDER

~~A person who~~ "Subdivider" means a person, firm, corporation, partnership or association who proposes to divide, divides, or causes to be divided real property into a subdivision for himself or for others; except that employees and consultants of such persons or entities acting in such ~~capacity are~~ capacity are not subdividers.

2.280 ~~2.280~~ SUBDIVISION

A. "Subdivision" means the division, by any subdivider, of any unit or units of improved or unimproved land, or any portion thereof, shown on the latest equalized County assessment roll as a unit or as contiguous units, for the purpose of sale, lease or financing, whether immediate or future except for leases of agricultural land for agricultural purposes. Property shall be considered as contiguous units, even if it is separated by roads, streets, utility easement or railroad rights-of-way. "Subdivision" includes a condominium project, as defined in ~~Subdivision (f) of~~ Section ~~4354~~ 4125 or 6542 of the Civil Code, a community apartment project, as defined in ~~Subdivision (d) of~~ Section ~~4354~~ 4105 of the Civil Code, or the conversion of five (5) or more existing dwelling units to a stock cooperative, as defined in ~~Subdivision (m) of~~ Section ~~4354~~ 4190 or 6566 of the Civil Code.

B. Any conveyance of land to a governmental agency, public entity ~~or~~, public utility, ~~shall not be considered~~ or subsidiary of a public utility for conveyance to that public utility for right of way purposes is not a division of land for purposes of computing the number of parcels. As used in this Title, "agricultural purposes" refers to the cultivation of food or fiber or the grazing or pasturing of livestock.

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C. For purposes of this Title, any conveyance to or from a governmental agency shall include fee interest, a leasehold interest, an easement, or a license.

2.290 ~~2.290~~ SUBDIVISION & ENGINEERING DESIGN MANUAL

"Subdivision & Engineering Design Manual" means the Subdivision & Engineering Design Manual adopted by the City Council, as may be amended from time to time.

2.300 ~~2.300~~ TENTATIVE MAP

"Tentative Map" means any tentative map required or permitted by this Title to be filed for a proposed subdivision. When the term "tentative parcel map" is used in this Title, it shall refer to the tentative map required for a division of land falling within Sections 3.010. A, B, C, D, or E, Chapter 3 of this Title and for divisions of land into four (4) or fewer parcels; when the term "tentative tract map" is used, it shall refer to the tentative map required for a division of land creating five (5) or more parcels except in cases provided for in Sections 3.010. A, B, C, D, or E, Chapter 3 of this Title.

2.310 ~~2.310~~ VESTING TENTATIVE MAP

"Vesting Tentative Map" means the vesting tentative map as required by Chapter 7 of this Title.

~~A tentative map for any subdivision that shall have printed conspicuously on its face the words "Vesting Tentative Map" at the time it is filed in accordance with the provisions of Chapter 7 of this Title, and is thereafter processed in accordance with the provisions thereof.~~

2.320 ~~2.320~~ ZONING ORDINANCE

"Zoning Ordinance" means Title 17 of the ~~City of Shafter~~ Municipal Code; also known as Ordinance No. 472, as may be amended by the City Council from time to time.

Chapter 3 ~~Chapter 3~~

GENERAL REQUIREMENTS

3.010 Tentative and Final Maps Required ~~—~~ Exception

3.020 Tentative and Parcel Maps Required

3.030 Conversion of Mobilehome Park

3.040 Parcel Map Waiver

~~3.030 Waiver of requirement of Parcel Map and~~ 3.050 Lot Line Adjustment

3.060 Certificates of Compliance

3.070 Lot Merger of Contiguous Parcels Under Common Ownership

~~3.040~~ 3.080 Decision Making Body and Staff Responsibility

~~3.050~~ 3.080 Limitation as to Minor Land Division

~~3.060~~ 3.100 Exceptions to Filing Requirements

~~3.070~~ 3.110 Fees

~~3.080~~ 3.120 Limitations on Issuance of Permits

~~3.090~~ 3.130 Filing of Map Prerequisite to certain transactions

~~3.100~~ 3.140 Modifications of Title

~~3.110~~ 3.150 Voidability of Certain Transactions

~~3.120~~ 3.160 Remedies not Barred

3.010 ~~3.010~~ **TENTATIVE AND FINAL MAPS REQUIRED – EXCEPTION**

A tentative and final map shall be required for all subdivisions creating five (5) or more parcels or lots, five (5) or more condominiums as defined in Section 783 of the California Civil Code, a community apartment project containing five (5) or more parcels, or for the conversion of a dwelling to a stock cooperative containing five (5) or more dwelling units, except where anyone of the following occurs:

- A. ~~A.~~ The land before division contains less than five (5) acres; each parcel created by the division abuts upon a maintained public street or highway and no dedications or improvements are required by the City; or

- ~~B.~~ ~~B.~~ Each parcel created by the division has a gross area of twenty (20) acres or more and has an approved access to a maintained public street or highway, that has been improved to City standards;
- ~~C.~~ ~~C.~~ The land consists of a parcel or parcels of land having approved access to a public street or highway, improved to City standards, which comprises part of a tract of land zoned for industrial or commercial development, and which has the approval of the City Engineer as to street alignments and widths;
- ~~D.~~ ~~D.~~ Each parcel created by the division has a gross area of forty (40) acres or more or is not less than a quarter of a quarter section.
- ~~E.~~ ~~E.~~ ~~Until January 1, 2003,~~ The land being subdivided is solely for the creation of an environmental subdivision pursuant to Section 66418.2 of the Subdivision Map Act.

3.020 TENTATIVE AND PARCEL MAPS REQUIRED

A tentative parcel map and parcel map shall be required in the following cases:

- A. All those subdivisions described in Sections 3.010. A, B, C, and D of this Chapter.
- B. Divisions of land into four (4) or fewer parcels, which may be referred to as a minor land division.

3.030 CONVERSION OF MOBILEHOME PARK

~~E.~~ When at least two-thirds (2/3) of the owners of mobilehomes, who are tenants in a mobilehome park, sign a petition indicating their intent to purchase the mobilehome park for purposes of converting it to resident ownership, and a field survey is performed, the requirement for a parcel map or a tentative and final map shall be waived unless any of the following exist:

- A. ~~1.~~ There are design or improvement requirements necessitated by significant health or safety concerns.
- B. ~~2.~~ The City Engineer determines that there is an exterior boundary discrepancy that requires recordation of a new parcel map or tentative and final map.
- C. ~~3.~~ The existing lots which exist prior to the proposed conversion were not created by a recorded parcel map or final map.
- D. ~~4.~~ The conversion would result in the creation of additional parcels.

Provided subsections ~~E.1A~~ through ~~E.4D~~ above are not applicable, ~~Section~~Sections 66428.1-(~~b through 66428.1.g~~), (~~d~~)-(h) of the Subdivision Map Act shall apply.

~~3.020 TENTATIVE AND PARCEL MAPS REQUIRED~~

~~A tentative parcel map and parcel map shall be required in the following cases:~~

- ~~A.~~ All these subdivisions described in sections 3.010. A, B, C, and D of this Chapter.
- ~~B.~~ Divisions of land into four (4) or fewer parcels, which may be referred to as a minor land division.

3.030 PARCEL MAP-WAIVER, LOT-LINE ADJUSTMENT, CERTIFICATE OF COMPLIANCE, LOT-MERGER

3.040 A.- Application for Waiver of PARCEL MAP: WAIVER

~~A.~~ ~~1.~~ An application for waiver of the requirement of a parcel map shall be filed with the Planning Director upon such forms and accompanied by a plot plan and such information as may be prescribed or requested by the Planning Director. A parcel map, as provided in Section 3.020 of this Chapter, may be waived in accordance with the procedures set forth in this Chapter and in accordance with Section 66428.(b) of the Subdivision Map Act. A tentative map shall be required in cases where a parcel map is waived.

B. An application for waiver of the requirement of a parcel map shall be filed with the Planning Director upon such forms and accompanied by a plot plan and such information as may be prescribed or requested by the Planning Director.

C. The Project Assistance Team may waive the requirement for a parcel map provided the Project Assistance Team finds that the proposed land division complies with the following requirements of Title:

1. Required area;
2. Required improvements;
3. Flood water drainage control;
4. Appropriate improved public roads;
5. Sanitary disposal facilities;
6. Water supply availability;
7. Adequate existing survey control;
8. Any other provisions of this Title and other applicable ordinances, resolutions, and standards of the City.

D. No requirement of a parcel map shall be waived if the waiver would result in a lot that will be used for residential purposes with a net area or dimensions that do not meet the standards required in Chapter 4 of the Zoning Ordinance, unless a request for a variance has been approved in accordance with the provisions of Section 2.60 of the Zoning Ordinance.

E. ~~2.~~ An application for waiver of the requirement of a parcel map shall be acted upon by the Project Assistance Team within fifty (50) days after it is

accepted for filing by the Planning Director, unless such time is extended by agreement with the applicant. The Project Assistance Team, or the Planning Commission on appeal, as provided in Chapter 16 of this Title, shall by written decision deposited in the U.S. mail, approve or conditionally approve the application for waiver if a finding is made that the proposed division of land complies with, or upon satisfaction of one or more specific conditions, shall comply with such requirements as may have been established by Section 66428.(b) of the ~~Map Act as to area, improvement and design, floodwater drainage control, appropriate improved public roads, sanitary disposal facilities, water supply availability, environmental protection, and other requirements of the~~ Subdivision Map Act, this Title, and other City ordinances, resolutions, or standards applicable to the proposed division of land.

~~3. No requirement of a parcel map shall be waived or lot line adjustment approved which would result in a lot which will be used for residential purposes with a net area and/or dimensions that do not meet the standards required in Chapter 4 of the Zoning Ordinance unless a request for a variance has been approved in accordance with the provisions of Section 2.60 of the Zoning Ordinance.~~

F. 4. The approval of a parcel map waiver shall automatically constitute approval for the issuance of a certificate of compliance pursuant to the provisions of Section 66499.35 of the Subdivision Map Act. When approval has been given to an application for waiver of the requirement of a parcel map, the City Engineer shall, provided each condition has been satisfied issue a certificate of compliance or conditional certificate of compliance and shall cause said certificate of compliance or conditional certificate of compliance to be filed for record with the County Recorder. A record of survey shall also be recorded if required by Section 8762 of the Business and Professions Code.

G. Upon approval of the parcel map waiver, the applicant, or the applicant's title company or agent, shall submit a grant deed or deeds for the land proposed to be conveyed for the waiver, in recordable form, and the City Engineer shall determine that the grant deed or deeds are in substantial compliance with the approved waiver.

H. The grant deed or deeds, and beneficiary consent, if applicable, shall be recorded concurrently and shall constitute constructive notice of the parcel map waiver. The certificate of compliance, grant deed, and beneficiary consent, if applicable, shall be recorded within two (2) years of the date of approval by the City Engineer. If not recorded within said period, the application shall be deemed withdrawn by the applicant.

I. The subdivider or engineer may request an extension of the expiration date of the approved parcel map waiver by written application to the City Engineer. The application shall be filed prior to the expiration date and shall state the reason for requesting the extension of time and the amount of additional time requested. The City Engineer may require that the subdivider or engineer provide an updated title report for the property prior to completing the review of

the extension request. The City Engineer shall approve or deny the request for extension.

3.050 B. ~~Application for~~ LOT LINE ADJUSTMENT:

- A. A lot line adjustment occurs between four or fewer existing adjoining parcels, where the land taken from one parcel is added to an adjoining parcel, and where a greater number of parcels than originally existed is not thereby created.
- B. ~~1.~~ An application for a lot line adjustment, ~~as defined in section 2.140 of this Title,~~ shall be filed with the Planning Director upon such forms and accompanied by a plot plan and such information as may be prescribed or requested by the Planning Director.
- C. ~~2.~~ An application for a lot line adjustment may be approved by the Project Assistance Team, ~~however,~~ The Project Assistance Team shall limit its review and approval to a determination of whether or not the parcels resulting from the lot line adjustment will conform to the ~~City's~~City's General Plan, and applicable specific plan and any zoning and building ordinances.
- D. No lot line adjustment may be approved if it would result in a lot that will be used for residential purposes with a net area or dimensions that do not meet the standards required in Chapter 4 of the Zoning Ordinance unless a request for a variance has been approved in accordance with the provisions of Section 2.60 of the Zoning Ordinance.
- E. Conditions or exactions shall not be imposed on the lot line adjustment except to conform to the ~~City's~~City's General Plan, applicable specific plan, and zoning and building ordinances, to require the prepayment of real property taxes prior to the approval of the lot line adjustment, or to facilitate the relocation of existing utilities, infrastructure, or easements.
- F. The lot line adjustment shall be reflected in a deed, which shall be recorded by the County Recorder. No record of survey shall be required for a lot line adjustment unless required by Section 8762 of the Business and Professions Code.
- G. ~~3.~~ Approval of a lot line adjustment shall automatically constitute approval for the issuance of a certificate of compliance pursuant to the provisions of Section 66499.35 of the Subdivision Map Act. When approval has been given to an application for a lot line adjustment, the City Engineer shall, provided each condition has been satisfied and such lot line adjustment is reflected in a deed to be concurrently recorded with the County Recorder, issue a certificate of compliance or conditional certificate of compliance to be filed for record with the County Recorder. A record of survey shall also be recorded if required by Section 8762 of the Business and Professions Code.

- H. The certificate of compliance and grant deed shall be recorded within two (2) years of the date of approval by the City Engineer. If not recorded within said period, the application shall be deemed withdrawn by the applicant.
- I. The subdivider or engineer may request an extension of the expiration date of the approved lot line adjustment by written application to the City Engineer. The application shall be filed prior to the expiration date and shall state the reason for requesting the extension of time and the amount of additional time requested. The City Engineer may require that the subdivider or engineer provide an updated title report for the property prior to completing the review of the extension request. The City Engineer shall approve or deny the request for extension.

3.060 CERTIFICATES OF COMPLIANCE

- ~~C. Application for a certificate of compliance or a conditional certificate of compliance.~~
- A. ~~1.~~ ^{4.} An application for a certificate of compliance or a conditional certificate of compliance, as defined in Section ~~2.0402.030~~ ^{2.0402.030} of this Title, shall be filed with the Planning Director upon such forms and accompanied by a plot plan and such ~~information~~ ^{supporting documentation} as may be prescribed or requested by the Planning Director; unless said application meets the requirements of 3.030.A & B above, in which case issuance of the certificate of compliance or conditional certificate of compliance shall be automatically given.
- B. ~~2.~~ ^{2.} An application for a certificate of compliance or a conditional certificate of compliance may be approved by the Project Assistance Team and upon such form as provided by the City Engineer.
- C. ~~3.~~ ^{3.} The certificate of compliance, or conditional certificate of compliance, shall be recorded within two (2) years of the date of approval by the City Engineer. If not recorded within said period, the application shall be deemed withdrawn by the applicant.

3.070 D. Application for a LOT MERGER-

For lot mergers, generally, see Sections 15.010 through 15.050 of this Title. For lot mergers for contiguous parcels under common ownership, see Section 15.060 of this Title.

- ~~1. Application for a lot merger for contiguous parcels under common ownership, as provided in Section 66499.203 3/4 of the Map Act shall be filed with the Planning Director upon such forms and accompanied by a plot plan and such information as may be requested by the Planning Director.~~
- ~~2. An application for a lot merger for contiguous parcels under common ownership, by the owner of such parcels, may be approved by the Project Assistance Team provided said application is consistent with all requirements of the General Plan, the Zoning Ordinance, the latest edition of the Uniform Building Code adopted by the City Council, and this Title. Any other merger, other than the example described above, shall be subject to the provisions of Chapter 3, Article 1.5 (Merger of Parcels) of the Map Act and with Chapter 15 of this Title.~~

3. Upon approval of the application for a lot merger, the City Engineer shall, provided each condition has been satisfied ~~an~~ such lot merger is reflected in a deed to be concurrently recorded with the County Recorder, issue a certificate of compliance and shall cause said certificate of compliance or conditioned certificate of compliance to be filed for record with the County Recorder. A record of survey shall also be recorded if required by Section 8762 of the Business and Professions Code.
- E. ~~Appeals: Within ten (10) days after mailing of the decision of the Project Assistance Team, any person aggrieved by the decision of the Project Assistance Team may appeal said decision in accordance with the procedures set forth in Chapter 16 of this Title.~~

3.080 3.040 DECISION MAKING BODY AND STAFF RESPONSIBILITY

A. The Decision Making Body shall make investigations and reports on the design and improvement of any proposed division of real property for which tentative maps are required to be filed. The Decision Making Body shall have the authority to impose requirements and conditions upon such divisions of land and to approve, conditionally approve or disapprove such maps and division of land.

B. ~~The Project Assistance Team shall advise and assist in making investigations and reports on all tentative maps.~~

3.090 3.050 LIMITATION AS TO MINOR LAND DIVISION

Whenever the Planning Commission requires improvements pursuant to this Title for a division of land into four (4) or fewer parcels, the Planning Commission's authority is limited to requiring dedication of rights-of-way, easements, and the construction of reasonable off-site and on-site improvements for the parcels being created. Requirements for the construction of such improvements, where construction is deferred, shall be noticed by ~~certificate on~~ statement on the parcel map, on a certificate of compliance evidencing waiver of a parcel map, or by separate instrument, and shall be recorded on, concurrently with, or prior to the parcel map or instrument of waiver of parcel map being filed for record.

3.100 3.060 EXCEPTIONS TO FILING REQUIREMENTS

This Title shall be inapplicable to those transactions and procedures exempted from the Subdivision Map Act by Article 1 thereof, provided that a lot line adjustment be reflected in a deed, and that a record of survey ~~need~~ needs to be performed only if required by Section 8762 of the California Business and Professions Code.

3.110 3.070 FEES

Fees for filing, checking and processing of any map or any other papers, maps, diagrams, or documents required under this Title, fees for preparation and filing of any certificate of compliance, and fees for any appeal authorized under this Title shall be paid by the subdivider in the amounts prescribed by resolution of the City Council.

3.120 3.080 LIMITATIONS ON ISSUANCE OF PERMITS

No permit shall be granted for the construction, installation or replacement of any building for sale, lease or finance on any lot or parcel, except for model homes, or to allow occupancy thereof, for which a final map or parcel map is required by this Title,

until such map thereof, in full compliance with the provisions of this Title has been filed for record by the County Recorder. Any permit issued contrary to the provisions of this section shall be deemed null and void.

3.130 ~~3.090~~ FILING OF MAP PREREQUISITE TO CERTAIN TRANSACTIONS

- A. It is unlawful to sell, lease, or finance any lot or parcel of real property, except for leases of agricultural land for agricultural purposes, or to commence construction of any building for sale, lease or financing thereon, except for model home, or to allow occupancy thereof, for which a final map or parcel map is required by this Title until such map, in full compliance with the provisions of this Title has been filed for record by the County Recorder.
- B. Nothing contained herein shall be deemed to prohibit an offer or contract to sell, lease or finance real property or to construct improvements thereon where such sale, lease, financing or the commencement of construction is expressly conditioned upon the approval and filing for recordation by the County Recorder of the final map or the parcel map.

3.140 ~~3.100~~ MODIFICATIONS OF TITLE

- A. ~~A.~~ Whenever in the opinion of the Decision Making Body the land involved in any subdivision is of such size or shape, is subject to such title limitations of record, is affected by such topographical location or conditions, or is to be devoted to such use that it is impossible or impracticable in the particular case for the subdivider to conform fully to the regulations contained in this Title, the Decision Making Body may make such modification thereof, as in its opinion is reasonable, necessary, expedient, and in conformity with the spirit and purpose of the General Plan, any applicable specific plan, the Zoning Ordinance, and this Title.
- B. ~~B.~~ Each such proposed modification shall be referred to the officer or department under whose particular jurisdiction the regulation involved comes, and such officer or department shall transmit to the Decision Making Body its written recommendations on each such proposed modification and the facts supporting such recommendation.
- C. ~~C.~~ Said recommendation shall be reviewed by the Decision Making Body and, in case such modification is made by the Decision Making Body together with appropriate findings to support the decision, the maps shall be modified accordingly.
- D. ~~D.~~ A copy of the recommendations and findings shall be filed in the City Engineer's office.

3.150 ~~3.110~~ VOIDABILITY OF CERTAIN TRANSACTIONS

Any deed of conveyance, sale or contract to sell real property which has been divided, or which has resulted from a division, in violation of the provisions of this Title, is voidable to the extent and in the same manner provided in Section 66499.32 of the

Subdivision Map Act.

3.160 3.120 REMEDIES NOT BARRED

This Title does not bar any legal, equitable or summary remedy to which the City or any aggrieved public agency or person may otherwise be entitled and the City or any aggrieved public agency or person may file a suit in the superior court to restrain or enjoin any attempted or proposed division of land or other act which is in violation of this Title.

Chapter 4 ~~Chapter 4~~

TENTATIVE MAPS

- 4.010 Filing
- 4.020 Information Required
- 4.030 Processing of Tentative Maps
- 4.040 Information not Contained on Map—Statement of Intent to File Multiple Maps—Request for Waiver of Signatures
- 4.050 Transmittal of Maps to Public Agencies and Utilities
- 4.060 Public Hearing and Notification Procedures
- 4.070 Findings by Decision Making Body
- 4.080 Expiration of Map Approval – Extension
- 4.090 Environmental Impact Analysis Required for Map Approval
- 4.100 Map Approval Conditioned on Compliance with Grading and Erosion Control

4.010 ~~4.010~~ **FILING**

- A. ~~A.~~ Tentative Map Numbers
 - 1. ~~1.~~ Prior to the filing of a tentative map for a land division, a tentative map number shall be obtained from the Kern County Planning and ~~Development~~Natural Resources Department subject to the requirements in force.
 - 2. ~~2.~~ When the tentative map is a parcel map, this shall be so indicated upon the face of the map.
 - 3. ~~3.~~ The City Engineer shall maintain a permanent record of all map numbers issued for subdivisions within the City in the City Engineer's office.
 - 4. ~~4.~~ When applying for a tentative map number, the subdivider shall certify that either the subdivider is the record owner of the property, or that the subdivider is the authorized legal agent for the record owner, or ~~that~~ the subdivider shall submit other such proof of ownership or consent of the owner as may be required by the City Engineer.
 - 5. ~~5.~~ When a tentative map number has been assigned by the Kern County Planning and ~~Development~~Natural Resources Department for a particular parcel or contiguous parcels of land, the subdivider shall place the number upon each tentative map of the land division. Neither

tentative map number, nor the parcel(s) of land for which the number was issued shall thereafter be changed or altered in any manner upon the tentative map unless and until a new number reflecting the new parcel(s) has been assigned by the Kern County Planning and ~~Development~~Natural Resources Department.

B. ~~B.~~ Application

1. ~~1.~~ Prior to filing a tentative map, the subdivider shall obtain and complete an application for a subdivision/parcel map, which form shall be furnished at the office of the Planning Director. The application shall be for the purpose of:

a. ~~a.~~ Providing and clarifying the information required to be shown on, or to accompany, the tentative map;

b. ~~b.~~ Determining whether the land division conforms to all of the requirements of this Title, and other City ordinances, resolutions, and standards; and

c. ~~e.~~ Expediting the processing of the tentative map.

2. ~~2.~~ The date of initial filing of a tentative map shall be construed to be the time at which a completed application for the tentative map, together with any required fees as determined by resolution of the City Council; a copy of a preliminary title report; and required data, information, and documentation identified in the subdivision/parcel map application form, is received by the Planning Director, who shall, upon determining that the filing is complete, indicate the date of filing upon all copies of the tentative map and accompanying data, documents or information; provided, however, no tentative map shall be deemed filed until necessary zoning approvals have been secured. The forgoing shall not be interpreted to preclude concurrent processing of applications for zone changes and tentative maps.

~~3.~~ ~~Division of Land~~

3. Division of Land. No person shall make any subdivision or parcel map, as herein defined, of real property located in the City, except in accordance with the provisions of the Subdivision Map Act, the Land Surveyors Act, and this Title.

4.020 ~~4.020~~ **TENTATIVE MAPS – INFORMATION REQUIRED**

A. ~~A.~~ Tentative maps shall be eighteen (18) by twenty-six (26) inches in size, and to a scale of not less than one inch equals one hundred feet unless otherwise approved by the City Engineer on his/her finding that an alternate scale will permit presentation of a map data of acceptable completeness and clarity. Tentative maps are required to be prepared by a registered civil engineer or licensed land surveyor, as required by the Business and Professions Code.

- B. ~~B.~~ Each application must be accompanied by a ~~fifteen (15)~~minimum of seven (7) full-sized copies of the ~~tentative~~tentative map ~~along with one duplicate transparency (8½" x 11")~~, or as required by the Planning Department.
- C. ~~C.~~ The following information shall be shown on or shall accompany tentative map applications together with any supplementary information that the Planning Director and/or City Engineer may deem necessary and reasonable:
1. ~~1.~~ The number of the tentative map as secured from the Kern County Planning and Resources ~~Development~~Natural Resources Department and date of preparation.
 2. ~~2.~~ Names, addresses, e-mail address and telephone numbers for the following:
 - a. ~~a.~~ The record owner(s);
 - b. ~~b.~~ Mineral rights owner(s) and lessees of record appearing on the title report (name and mailing address only);
 - c. ~~c.~~ The registered engineer or licensed land surveyor who prepared the map showing license expiration date with signature and seal;
 - d. ~~d.~~ The subdivider;
 - e. ~~e.~~ Ownership information on property owned by applicant, owner, or subdivider which is adjacent to or contiguous to the property to be subdivided.
 3. ~~3.~~ Assessor's parcel number, partial legal description (1/4 Section, Township and Range), and vicinity map.
 4. ~~4.~~ Sufficient description to define the location and boundaries of the proposed subdivision and its relationship to existing, adjacent subdivisions and surroundings (lot lines of existing adjacent parcels should be shown).
 5. ~~5.~~ North arrow, numerical scale, bar scale, a 6"-x-inch by 8"-inch clean area for stamps, and date.
 6. ~~6.~~ The locations, names and widths of adjacent, existing, and proposed streets and their approximate grades and radius of each curve (in accordance with the provisions of the Subdivision & Engineering Design Manual).
 7. ~~8.~~ The location, width and character of all existing and proposed public utilities, including transmission lines, and pipelines, both above and below ground, on the property or on adjoining and contiguous

highways, streets, ways, railroad lines, alleys, and the appropriate widths, location and identification of all existing or proposed easements.

8. ~~9.~~ Approximate lot layout, lot numbers, lot dimensions and lot area (square footage) and of the entire subdivision (acreage).
9. ~~10.~~ The total number of lots, total number of buildable lots and the density of the subdivision (number of dwelling units per acre).
10. ~~11.~~ Boundaries of areas subject to inundation or stormwater ~~of~~ overflow and the location, width and direction of flow of all watercourses, drainage channels and existing drainage structures.
11. ~~12.~~ Existing topographic contours inclusive of and extending 500 feet past the subdivision boundary (unless a lesser distance is approved by the City Engineer).
12. ~~13.~~ A tentative grading and drainage plan indicating proposed direction of drainage flows in streets, proposed provisions for the disposal of storm water, and the location of the proposed drainage basin.
13. ~~14.~~ All existing buildings, structures and uses, including trees, fences, existing oil wells, and petroleum related operations, including idle and abandoned wells, sewage disposal systems, test wells, percolation holes and sufficiently flagged reference points for use by the City for field check purposes accurately located on the property being divided together with their dimensions; the distance between buildings and structures, the number of stories of each building, and their locations in relation to existing or proposed streets and lot or parcel lines. Any existing features which are to remain in place shall be so noted.
14. ~~15.~~ Location of all obstructions within existing or proposed rights-of-way.
15. ~~16.~~ Proposed use or uses of the property including drilling islands for oil wells and/or production operations together with easements for pipelines and access. If land is to be reserved for future petroleum related uses, the applicant shall submit a plan depicting the ultimate use of the land if petroleum operations cease or are unneeded.
16. ~~17.~~ Descriptive information on the following:

 - a. ~~a.~~ Proposed method of water supply, sewage disposal and other utility supply.
 - b. ~~b.~~ Proposed street, surface drainage, grading, fire protection, and other improvements.

17. ~~18.~~ Existing and proposed zone district(s), including acreage of each, and existing proposed General Plan land use and circulation designations.
18. ~~19.~~ Existing and proposed use of the property, (including proposed public areas and facilities and their location and size, if any). If the property is proposed to be used for more than one purpose, the area, lots(s) proposed for each type of use shall be shown on the tentative map.
19. ~~20.~~ A letter describing and setting forth the reasons for any exceptions requested to the provisions of ~~the Subdivision Ordinance~~ this Title or the Zoning Ordinance (re-zoning, conditional use permits, or zoning variance), which may be necessary to permit ~~the~~ proposed uses of land and structures within the property and which will be applied for by the subdivider.
20. ~~22.~~ Identify the school district(s) ~~and schools~~ serving any residential subdivision.
21. ~~23.~~ Show all dedications and irrevocable offers of dedication on the tentative map or by separate instrument.
22. ~~24.~~ Notation, location, proposed width, and proposed surfacing of private streets, if proposed.
23. ~~25.~~ Proposed phase lines and a notation that the map is to be phased, if applicable.
24. ~~26.~~ Proposed street landscaping.
25. ~~27.~~ A preliminary title report dated within thirty (30) days of the application submittal and a legible copy of the current owner's grant deed or contract of sale.
26. ~~28.~~ Filing of a request to waive the final map for any parcel map division at the time of the filing the tentative parcel map.
27. ~~29.~~ A completed environmental assessment form, the application of which is on file in the office of the Planning Director, completed pursuant to the provisions of the "Local Guidelines for Implementing the California Environmental Quality Act" shall be submitted with each tentative map.
28. ~~30.~~ Soil~~Soils~~ Report and Percolation Test
- a. ~~a.~~ The City Engineer may, when based on knowledge of soil qualities of the site, require a preliminary soil~~soils~~ report or a statement by a registered civil engineer as to the feasibility of the proposed development, in relation to geologic and soil

characteristics, to be submitted prior to review of the tentative map by the Decision Making Body.

- ~~b.~~ **b.** The City Engineer may, on the basis of such engineer's statement, or preliminary ~~soil~~soils report, require a soil investigation of any ~~of~~or all lots.
- ~~c.~~ **e.** On lots whose locations and/or topography creates conditions impractical or impossible for sewer hookup, the City Engineer shall require a percolation test for the purpose of private sewage disposal design. In such cases a review for waiver of sewer hookup will be required.

~~D.~~ **D.** When a tentative map has been submitted, no grading or construction work shall be performed until the tentative map grading plans and the improvement plans for each such work have been approved by the City Engineer.

4.030 ~~4.030~~ **PROCESSING OF TENTATIVE MAPS**

~~A.~~ **A.** Filing of a Tentative Map

A. For purposes of this Section, the 50-day limitation for action after filing of the tentative maps shall commence after certification of an Environmental Impact Report, adoption of a Negative Declaration, or a determination that the project is exempt from the requirements of Division 13 (Commencing with Section 21,000) of the Public Resources Code.

All tentative map filing packages shall be submitted to the Planning Director, shall be accompanied by the appropriate fees as set forth by resolution of the City Council, and shall comply with the requirements of this Chapter.

~~B.~~ **B.** ~~Fees for~~ Flood Protection Study

1. ~~1.~~ If required by the City Engineer, a flood protection study shall be submitted. ~~A-~~ flood protection study fee, as set forth by resolution of the City Council, shall be paid upon the submittal of the tentative map if required by the City Engineer.

2. ~~2.~~ No ~~fee shall be imposed for a~~ flood protection study ~~on a~~ shall be required for a revised tentative map filed within two (2) years of the original filing; unless such revision results in a change in drainage.

3. ~~3.~~ There shall be no flood protection study ~~or fee associated with the~~ reversion of subdivided lands to acreage.

~~C.~~ **C.** Review by the Decision Making Body

C. Following review of the tentative map, the Project Assistance Team shall prepare a report and recommendation and shall transmit a copy thereof to the Decision Making Body. The report shall be in writing and a copy thereof shall

be transmitted to the subdivider and/or his representative at least three (3) days prior to any hearing or action on the map by the Decision Making Body.

D. ~~D.~~ Consideration by the Decision Making Body

~~1. The Project Assistance Team shall approve, conditionally approve, or deny a lot line adjustment, certificate of compliance, conditional certificate of compliance, parcel map waiver, and lot merger initiated by owner of contiguous parcels in accordance with the provisions of the Title. The decision of the Project Assistance Team shall be considered final unless appealed to the Planning Commission pursuant to the appeal procedures set forth in Chapter 16 of this Title.~~

1. ~~2.~~ The Planning Commission shall approve, conditionally approve, or deny tentative parcel maps, ~~revisions~~reversions to acreage, and merger of contiguous parcels if initiated by the City in accordance with the provisions of Chapter 15 of this Title. The decision of the Planning Commission shall be considered final unless appealed to the City Council pursuant to the appeal procedure as set forth in Chapter 16 of this Title.

2. ~~3.~~ The City Council, upon recommendation of the Planning Commission shall approve, conditionally approve, or deny tentative subdivision maps. The decision of the City Council shall be considered final. The City Council, as provided in Chapter 16 of this Title, is the final authority, when acting in the capacity as the Decision Making Body, in all matters involving this Title.

3. The Project Assistance Team shall advise and assist in making investigations and reports on all tentative maps.

E. Extension of Time for Processing

E. All time limits specified in this Chapter for reporting and acting on tentative maps may be extended by the mutual consent of the subdivider and the Decision Making Body, but in no event may ~~the extensions exceed the maximum applicable period permitted by~~an extension violate the Subdivision Map Act, the Permit Streamlining Act, or any other State law.

F. Failure to Receive Notice

F. Failure to receive notice of a hearing shall not invalidate the action taken by either the City Council, the Planning Commission, or the Project Assistance Team.

G. Waiver of Parcel Map

~~Upon request of the subdivider, the Planning Commission may waive the requirement that a parcel map be prepared provided that the Planning Commission finds that the proposed land division complies with the following requirements contained in this Title, and provided that a tentative parcel map has been prepared.~~

- ~~1. Required area~~
- ~~2. Required improvements~~
- ~~3. Flood water drainage control~~
- ~~4. Appropriate improved public roads~~
- ~~5. Sanitary disposal facilities~~
- ~~6. Water supply availability~~
- ~~7. Environmental protection~~

- ~~8. Adequate existing survey control~~
- ~~9. Any other provisions of this Title and other applicable ordinances, resolutions, and standards of the City.~~

4.040 ~~4.040~~ INFORMATION NOT CONTAINED ON MAP – STATEMENT OF INTENT TO FILE MULTIPLE FINAL MAPS – REQUEST FOR WAIVER OF SIGNATURES

- A. Information set forth in Section 4.030 of this Chapter which may not practicably be shown on the map shall be contained in a statement accompanying the tentative map. The subdivider shall specify in a statement the intent to file multiple final maps.
- B. Any request for waiver of signatures shall accompany any tentative map. The request for waiver of signatures shall be in typed letter form addressed to the City Engineer and shall describe the ordinance provisions under which the waiver of signatures is being requested and the nature and location of the project, including a map number and a clearly drawn location map of the project area.

4.050 ~~4.050~~ TRANSMITTAL OF MAPS TO PUBLIC AGENCIES AND UTILITIES

- A. ~~A.~~ When a tentative map is received and filed under the provisions of this Title, the Planning Director shall, within ~~thre~~five (35) days thereafter, transmit the tentative map to each of the following:
 - 1. ~~4.~~ City Engineer, Building Official, Police Chief, and County Fire Marshal;
 - 2. ~~2.~~ Office of Intergovernmental Management, when required under Section 12037 of the Government Code;
 - 3. ~~3.~~ California Department of Transportation as required by Section 66455 of the Subdivision Map Act;
 - 4. ~~4.~~ Pacific Gas and Electric Company, Southern California Gas Company, and other affected gas or electric utility;
 - 5. ~~5.~~ Pacific Bell, or other affected telephone or telegraph company;
 - 6. ~~6.~~ Cable TV companies affected;
 - 7. ~~7.~~ School districts and State Department of Education as required by Section 66455.7 of the Subdivision Map Act;
 - 8. ~~8.~~ State Division of Oil and Gas;
 - 9. California Department of Water Resources as required by Section 66455.1 of the Subdivision Map Act.

- ~~10.~~ ~~9.~~ Affected owners of irrigation ditches or canals, and any other public agency or public utility affected by the subdivision as required by Section 66455.3 of the Subdivision Map Act.
- ~~B.~~ ~~B.~~ Within fifteen (15) days of receiving a copy of the proposed subdivision map, such public agencies and public utilities shall review the tentative map and transmit any report or recommendations thereon to the Planning Director who shall incorporate them into his report and recommendations to the Decision Making Body.
- ~~C.~~ ~~C.~~ The departments of the City to which the map is transmitted shall file with the Planning Director within ten (10) days of receipt thereof its approval thereof or a report showing what changes are necessary to make such map conform to the requirements of this Title in a manner that relates to the jurisdiction of such department.

4.060 ~~4.060~~ PUBLIC HEARING AND NOTIFICATION PROCEDURES

- ~~A.~~ Purpose
 - ~~A.~~ This Section defines procedures for conducting public hearings for applications pursuant to this Title unless otherwise specified in this Title. The purpose of this Section ~~is~~ to ensure public awareness and full open public discussion and debate regarding proposed actions pursuant to this Title.
- ~~B.~~ Public Hearing Date
 - ~~B.~~ Where required by State law, and unless otherwise specified in this Title, a public hearing on any application, including a request for waiver of signatures, shall be scheduled before the Decision Making Body on the earliest appropriate date.
- ~~C.~~ ~~C.~~ Notice of Hearings
 - ~~1.~~ ~~1.~~ Notice of public hearings shall be given as required by law by all of the following methods.
 - ~~a.~~ ~~a.~~ Publication in a newspaper of general circulation within the City at least ten (10) calendar days prior to the public hearing.
 - ~~b.~~ ~~b.~~ Mailing at least ten (10) calendar days prior to the public hearing to all owners of property within a distance of three hundred (300) feet from the exterior boundaries of the property involved in the application. For this purpose, the last known name and address of each property owner as contained in the records of the latest equalized County Assessor rolls shall be used.
 - ~~c.~~ ~~e.~~ Mailing at least ten (10) calendar days prior to the public hearing, or delivering at least ten (10) calendar days prior to the public hearing, to each local agency expected to provide essential services or facilities to the project whose ability to

provide those facilities and services may be significantly affected.

- d. ~~d.~~ Mailing at least ten (10) calendar days prior to the public hearing, or delivering at least ten (10) days prior to the public hearing, to the owner of the subject real property or to the owner's duly authorized agent, and to the project applicant and the applicant's authorized representative, if any, and to the owners of interests in mineral or hydrocarbon substances where combined with right to entry; ~~to lessees of mineral or hydrocarbon substances, used for purposes of notifying owners, mineral owners and lessees the names and addresses as shown on the preliminary title report as provide in section 4.020 of this Chapter.~~ The project applicant shall be responsible for providing the contact names and mailing information for the mineral rights holders required to be notified.
- e. ~~e.~~ Mailing at least ten (10) calendar days prior to the public hearing to any person who has filed a written request with the Planning Director and has provided the Planning Director with a self-addressed stamped envelope for that purpose.
- f. ~~f.~~ Any other means prescribed by law, or desired by the City.

2. ~~2.~~ Exceptions.

For a proposed conversion of residential real property to a condominium project, community apartment project, or stock cooperative project, such notice shall also be given as required by law, by mail to each tenant of the subject property and, in addition to notice of the time and place of the public hearing, shall include notification of the tenant's right to appear and the right to be heard.

- 3. ~~3.~~ The Planning Director may require that additional notice of the hearing be given in any other manner deemed necessary or desirable to ensure that all notice requirements provided by law for the proposal are complied with.

- 4. ~~4.~~ All notices of public hearing shall include a description of the project and shall identify the hearing body or officer(s), describe the property, the date, time and place of the scheduled hearing, a statement that application and associated documents and environmental review are available for public inspection at a specified location, and the manner in which additional information and/or testimony may be received.

D. ~~D.~~ Conduct of Public Hearings

1. ~~1.~~ Public hearings held pursuant to the provision of this Title shall be held according to such public hearing rules as the Planning Commission and City Council may, from time to time, amend or adopt.
2. ~~2.~~ Both the chairperson of the Planning Commission and the Mayor of the City may require that witnesses be sworn, prior to providing testimony at Planning Commission or City Council public hearings, respectively.
- E. ~~E.~~ After notice is given, as provided in this Chapter, the Decision Making Body shall hold and conduct a public hearing.
- F. ~~F.~~ Following the public hearing, the Decision Making Body shall either approve, conditionally approve, or deny the application upon making findings as required by Section 4.070 of this Chapter, and shall take such action within fifty (50) days after certification of the environmental impact report, adoption of a negative declaration, or a determination that the project is exempt from the requirements of Division 13 (commencing with Section 21000) of the Public Resources Code, unless such time is extended by agreement with the subdivider. Where a subdivider has specified his intent to file multiple final maps at the time of filing a tentative map, the Decision Making Body shall consider and may impose reasonable conditions relating thereto.
- G. ~~G.~~ After the public hearing and decision by the Decision Making Body, the Planning Director shall, within two (2) calendar weeks following the date of decision, return to the subdivider one (1) copy of the map with a statement of the action and reasons therefor and a statement of what changes, if any are necessary to render the tentative map acceptable. Another copy, together with a copy of the aforesaid statement shall remain in the files of the Decision Making Body, and one (1) copy of the statement shall be sent to the City Engineer.
- H. ~~H.~~ At the time of approval, or conditional approval, the Decision Making Body shall designate the improvements which will be required under the provisions of this Title and the dedications and irrevocable offers of dedication and the form thereof, which will be required under the provisions of this Title and shall further designate any other requirements lawfully authorized to be made.
- I. ~~I.~~ Optional tentative maps may be filed concurrently, however, action of the Decision Making Body shall relate only to one such map. For purposes of this subsection, a lot line adjustment or parcel map waiver does not constitute a different tentative map.
- J. ~~J.~~ The decision of the Decision Making Body shall be subject to appeal as provided in Chapter 16 of this Title.

4.070 ~~4.070~~ FINDINGS BY DECISION MAKING BODY

- A. ~~A.~~ Delegation.

The responsibility for determining satisfaction of the following requirements is assigned to the Decision Making Body pursuant to Section 66474.7 of the Subdivision Map Act:

1. 4. No map shall be approved unless the Decision Making Body finds that the proposed subdivision, together with the provisions for its design and improvements, is consistent with the General Plan as required by Article 5 (commencing with Section 65300) of Chapter 3, Division 1 of the Government Code, or any specific plan adopted pursuant to Article 8 (commencing with Section 65450) of Chapter 3, Division 1 of the Government Code, and makes the findings required by Section 66412.3 and 66473.1 of the Subdivision Map Act.

2. 2. The Decision Making Body shall deny approval of a final or tentative subdivision map if it makes any of the following findings:
 - a. a. That the proposed map is not consistent with the General Plan and any applicable specific plan approved by the City Council;

 - b. b. That the design and/or improvements of the proposed subdivision is not consistent with the General Plan and any applicable specific plan.

 - c. e. That the site is not physically suitable for the proposed type and density of development;

 - d. d. Except as provided in Section 66474.01 of the Subdivision Map Act, that the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure wildlife or their habitat;

 - e. e. That the design of the subdivision or the type of improvements is likely to cause serious public health problems;

 - f. d. That the design of the subdivision or the type of improvements proposed will conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. In this connection, the Decision Making Body may approve a map if it finds that alternate easements, for access or for use, will be provided, and that these easements will be substantially equivalent to those previously acquired by the public at large. This subsection shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction and no authority is granted to the Decision Making Body to determine that the public at large has acquired easements for access through or use of property within the proposed subdivision.

3. ~~3.~~ The Decision Making Body shall determine whether the discharge of waste from the proposed subdivision into an existing community sewer system would result in violation of existing requirements prescribed by a California Regional Water Quality Control Board pursuant to Division 7 (commencing with Section 13000) of the Water Code. In the event that the Decision Making Body finds that the proposed waste discharge would result in or add to violation requirements of such board, it may disapprove the tentative map or maps of the subdivision.

B. ~~A.-Compliance with Tentative Map.~~ The City Council shall not deny approval of a final map pursuant to Section 66474.1 of the Subdivision Map Act if the Decision Making Body has previously approved a tentative map for the proposed subdivision, if the City Council finds the final map is in substantial compliance with the previously approved tentative map.

C. ~~B.-Appeal.~~ Any interested person may appeal any decision of the Decision Making Body relative to subdivision of land in a manner prescribed in Chapter 16 of this Title. Such appellant shall be entitled to the same notice and rights regarding testimony as are accorded as subdivider under Section 66452.5 of the Subdivision Map Act.

4.080 ~~4.080~~ EXPIRATION OF MAP APPROVAL – EXTENSION

A. ~~A.~~ Failure to file a final map or a parcel map with the County Recorder within twenty-four (24) months from the approval or conditional approval of the tentative map, or within the time granted by means of an extension thereof, shall terminate all proceedings. Before such final map or parcel map may thereafter be filed with the County Recorder, a new tentative map shall be submitted.

B. ~~B.~~ Prior to the expiration date, the subdivider may apply in writing for an extension of time not to exceed the time allowed by Section 66462.6(3) of the Subdivision Map Act. Each application shall be made to the Planning Director thirty (30) days prior to the expiration date of the tentative map and shall be accompanied by the fee, as set forth by resolution of the City Council and shall state the reasons for requesting the extension. Once the applicant has submitted a written request to extend expiration of the tentative map, the tentative map is automatically extended an additional sixty (60) days, or until the application for the extension is approved, conditionally approved, or denied, whichever occurs first.

The Planning Director shall forward to the Planning Commission a recommendation for approval or denial of the application to extend the tentative map. The Planning Commission may approve extension of a tentative parcel map and may recommend approval to the City Council to extend a tentative map, in which case the City Council will make a determination to approve or deny the application to extend the tentative map. If the Planning Commission denies the extension, however, that decision is final unless the subdivider appeals said decision to the City Council, in accordance with Chapter 16 of this Title, within fifteen (15) days after the

Planning Commission has denied the extension (Section 66452.6.(e) of the Subdivision Map Act).

C. ~~F.~~ Modification of a tentative map after approval or conditional approval shall not extend the time limits imposed by this Title.

D. Extension if Multiple Maps and Certain Expenditures for Public Improvements

1. ~~G.~~ If the subdivider whose tentative map has been approved by the Decision Making Body for multiple, or phased final maps is ~~subject to a requirement of one hundred twenty five thousand dollars (\$125,000) or required to expend two hundred thirty-six thousand seven hundred ninety dollars (\$236,790), as annually adjusted according to Section 66452.6(a)(2) of the Subdivision Map Act, or~~ more to construct, improve, or finance the construction or improvement of public improvements (including traffic controls, streets, roads, highways, freeways, bridges, overcrossings, street interchanges, flood control or storm drain facilities, sewer facilities, water facilities, and lighting facilities) outside the property boundaries of the tentative map, excluding improvements of public rights-of-way which abut the boundary of the property to be subdivided and which are reasonably related to the development of that property, then each filing of a final map authorized by Section 66456.1 of the Subdivision Map Act shall extend the expiration of the approved or conditionally approved tentative map by thirty-six (36) months from the date of its expiration as provided in this Title, or the date of the previous final map, whichever is later. The extensions shall not extend the tentative map more than ten (10) years from its approval or conditional approval. "Public improvements," as used in this subsection, include traffic controls, streets, roads, highways, freeways, bridges, over-crossings, street interchanges, flood control or storm drain facilities, sewer facilities, water facilities, and lighting facilities. Where the provisions of this subsection so apply, upon the recordation of a final map for any phase, the City Engineer shall conform the conditions applicable to all remaining phases to the requirements of the City in effect as of such date.

E. ~~H.~~ A tentative map on property subject to a development agreement may be extended for the period of time provided for in the agreement, but not beyond the duration of that agreement.

F. ~~I.~~ After approval of the tentative map, if changes deemed substantial by the City Engineer are proposed, a filing of a revised tentative map will be required. The previously assigned tract number will be used with the word "Revised" added to the number. The procedure for filing a revised tentative map is the same as for the tentative map. A revised tentative map cannot be filed if the approval on the original map has expired. An approved revised tentative map supersedes the tentative map for which it was filed.

G. Tentative maps subject to a development moratorium imposed after approval of the tentative map, or subject to a lawsuit involving the approval or conditional approval of the tentative map pending in a court of competent

jurisdiction, shall be subject to the provisions of Sections 66452.6(3)(b)(1) through 66452.6(b)(3) or Section 66452.6(c), respectively.

4.090 ~~4.090~~ ENVIRONMENTAL ANALYSIS REQUIRED FOR MAP APPROVAL

- A. ~~A.~~ No tentative maps shall be acted upon by the Decision Making Body unless the provisions of the City's latest adopted "Guidelines Implementing the California Environmental Quality Act (Guidelines)" have been adhered to.
- B. ~~B.~~ The subdivider shall provide such data and information as may be required by the Guidelines, which may be required in the form of an Initial Study. Based upon the conclusion drawn from the Initial Study, the subdivider may be required to provide for, under the direction of the City, a draft EIR in accordance with the provision of the Guidelines and deposit such fees with the City as may be required for the preparation and processing of any such required environmental document.

4.100 ~~4.100~~ MAP APPROVAL CONDITIONED ON COMPLIANCE WITH GRADING AND EROSION CONTROL.

Every tentative map approved pursuant to this Title shall be conditioned to comply with the requirements for grading and erosion control, including the prevention of sedimentation or potential damage to off-site property, as set forth in Appendix Chapter 33 of the Uniform Building Code as adopted by the City.

~~Chapter 5~~ **Chapter-5**

FINAL MAPS

5.010 Preparation

5.020 ~~Form and Contents~~ Filing

~~5.030~~ Filing

~~5.040~~ 5.030 Improvements Completed or Completion of Agreement

5.040 Form and Contents

5.050 ~~Statements and, Certificates, or~~ Acknowledgments

5.060 Statements of Parties Having Record Title Interest

5.070 Dedications

5.080 Statement of City Clerk

5.090 Statement of Engineer or Surveyor

5.100 Statement of City Engineer

5.110 ~~(Deleted)~~ **Statement of City Surveyor**

5.120 Filing Certificates, Security and Making Payments Prior to Filing Map

5.130 Approval Procedures – Subdivision Guarantee

5.140 Transmittal of Maps

5.150 Correction and Amendment of Final Maps

5.160 Multiple Final Maps

5.010 ~~5.010~~ PREPARATION

A. ~~A.~~ The final map shall be prepared by or under the direction of a registered civil engineer authorized to perform land surveying or a licensed land surveyor, shall be based upon a field survey, and shall conform to the provisions of this Title.

B. ~~B.~~ Subdivision Boundary Survey Plat Requirements

1. ~~1.~~ Surveys made in preparation of final maps shall be in accordance with the Land Surveyor's Act, standard practices and principles of surveying, and all applicable provisions of this Title.

2. ~~2.~~ Before a final map may be accepted by the City Engineer for checking, the subdivider shall submit to and obtain approval by the City Engineer of a boundary survey plat showing:
 - a. ~~a.~~ A boundary survey of the subdivision, including all courses and distances necessary to compute a closure;
 - b. ~~b.~~ Sufficient data to provide the method by which the boundary was determined, including a description of all corners found or set, adjoining maps or property lines of record;
3. ~~3.~~ The boundary plat requirement may be waived upon a determination by the City Engineer that sufficient survey information is of record.
4. ~~4.~~ Whenever the City Engineer has established the centerline of a street, that data shall be considered in making the surveys and in preparing the final map. All monuments found shall be indicated and property reference made to field books or maps of public record, relating to the monuments. If the points were reset by ties, that fact shall be stated. The final map shall show City and County boundaries adjoining the division of land.

C. ~~C.~~ Preliminary Filing of Final Map

1. ~~1.~~ Following the approval or waiver of the boundary survey plat by the City Engineer, the subdivider may file the final map for preliminary checking in the office of the City Engineer. The quantity of the number of positive prints required for such preliminary checking shall be determined by the City Engineer.
2. ~~2.~~ The final map shall be accompanied by:
 - a. ~~a.~~ A map checking fee as set by resolution of the City Council;
 - b. ~~b.~~ Any additional data as determined necessary by the City Engineer.
3. ~~3.~~ Prior to the recordation of the final map, the subdivider shall provide and the City Engineer shall have reviewed and approved:
 - a. ~~a.~~ A copy of the approved Conditions, Covenants and Restrictions (CC&Rs), as applicable, which are to be recorded with the final map.
 - b. ~~b.~~ Evidence of title in the form of a current preliminary title report issued by a California title company, showing the names of persons having any record title interest in the land to be divided, together with the nature of their respective interests therein. In the event that any dedication is to be made for public

use of any property shown on a final map, a subdivision guarantee shall be issued by a California title company. The liability on such guarantee of title shall be not less than five thousand dollars (\$5,000). The consent of the owner or owners of any contingent reversionary interest in the lands to be subdivided is not necessary and need not be named in the guarantee of title.

- c. ~~e.~~ AAA request for waivers of signatures as provided in the Subdivision Map Act.
- d. ~~e.~~ Proposed improvement plans shall be submitted and accompanied with the plan checking fee as set forth by resolution of the City Council.

5.020 ~~5.020~~ FILING

- A. ~~A.~~ A final map conforming to the approved or conditionally approved tentative map shall be filed with the City Council by the City Engineer for approval, after all required statements on such map have been signed and, where necessary, acknowledged. Filing of a final map with the City Engineer shall constitute filing with the City Council.
- B. ~~B.~~ Upon submittal by the subdivider of a final map to the City Engineer, that has met all requirements of the City Engineer for filing of the final map, the City Engineer shall complete and file the final map within twenty (20) days.

5.030 ~~5.030~~ IMPROVEMENTS COMPLETED OR COMPLETION OF AGREEMENT

- A. ~~A.~~ If, at the time of approval of the final map by the City Council, any public improvements required by the City pursuant to the provisions of this Title have not been completed and accepted in accordance with standards established in the Title applicable at the time of the approval or conditional approval of the tentative map, the City Council, as a condition precedent to the approval of the final map, shall require the subdivider to enter into an improvement agreement upon mutually agreeable terms to thereafter complete such improvements at the subdivider's expense.
- B. ~~B.~~ The City shall require that performance of such agreement be guaranteed by one of the securities as specified in Chapter 9 of this Title.

5.040 ~~5.040~~ FORM AND CONTENTS

- A. ~~A.~~ The final map shall be legibly drawn, printed or reproduced by a process guaranteeing a permanent record in black ink on polyester-based film. Certificates, affidavits and acknowledgements may be legibly stamped or printed upon the map with opaque ink. The ink surface shall be coated with a suitable substance to assure permanent legibility. The size of each sheet shall be eighteen (18) by twenty-six (26) inches. A marginal line shall be drawn completely around each sheet, leaving an entirely blank margin of one (1) inch. The scale of the map shall be large enough ((not smaller than one (1) inch

equals one hundred (100) feet unless otherwise approved by the City Engineer)) to show all details clearly, and enough sheets shall be used to accomplish this end. The particular number of the sheet and the total number of sheets comprising the map shall be stated on each of the sheets, and its relation to each adjoining sheet shall be clearly shown.

- B. ~~B.~~ All survey and mathematical information and data necessary to locate all monuments and to locate and retrace any and all interior and exterior boundary lines appearing thereon shall be shown, including bearings and distances of straight lines, radii, arc length, central angle, and tangents for all curves and segments of curves, and such information as may be necessary to determine the location of the centers of curves and ties to existing monuments used to establish the subdivision boundaries.
- C. ~~C.~~ The exterior boundary of the land included within the subdivision shall be indicated by distinctive symbols and clearly so designated. The map shall show the definite location of the subdivision, and particularly its relation to existing, adjacent subdivisions, records of survey, legally divided parcels, and dedicated streets, and shall comply with the Land Surveyor's Act (Section 8700 et seq. of the Business and Professions Code.).
- D. ~~D.~~ Each buildable lot shall be numbered in consecutive order, each non-buildable lot shall be lettered in consecutive order, and each street shall be named. A parcel designated as "not a part" shall be deemed to be a "designated remainder" for purposes of this Chapter.
- E. ~~E.~~ When a soils report, a geologic report, or soils and geologic reports have been prepared specifically for the subdivision, such fact shall be noted on the final map, together with the date of such report or reports, the name of the engineer making the soils report and geologist making the geologic report and the location where the reports are on file pursuant to Section 66434.5 of the Subdivision Map Act. When no final soil report has been prepared prior to recordation of the final map, this fact shall also be noted on the final map.
- F. ~~F.~~ The title of each final map shall consist of a ~~tracts~~subdivision number as secured from the Kern County Planning and ~~Development~~Natural Resources Department, conspicuously placed at the top of the sheet, followed by the words "Consisting of ... sheets" (showing the number thereof), followed by the words "in the City of Shafter" or "partly in the City of Shafter and partly in the unincorporated territory."
- G. Below the title, a subtitle consisting of a general description of all the property being subdivided by reference to a recorded final tract or parcel map and/or to legal sectional breakdown shall be included.
- H. ~~G.~~ The name of the engineer or surveyor responsible for the survey and final map, his license number, license expiration date, and seal shall be shown on each sheet. The scale of the map and north arrow shall also be shown on each sheet.

- I. ~~H.~~ The total acreage being subdivided and the total number of lots being created shall be shown on the first map sheet.
- J. ~~I.~~ The total area and dimensions shall be shown for each lot.
- K. ~~J.~~ If the final map is for a land project as defined in ~~Section 11000.5~~ Sections 11000 through 11004.5 of the Business and Professions Code, a statement identifying it as such shall be included.

5.050 ~~5.050~~ STATEMENTS, CERTIFICATES, OR ACKNOWLEDGMENTS

- A. ~~A.~~ Prior to filing, those statements, certificates, and acknowledgements set forth in ~~Sections 5.040 through 5.120~~ of this Chapter shall appear on the final map to the satisfaction of the City Engineer and may be combined where appropriate.
- B. ~~B.~~ Notwithstanding any other provision of this Title, the City may require that those certificates, statements, and acknowledgments required by this Chapter, be made by separate instrument to be recorded concurrently with the final map being filed for record.

5.060 ~~5.060~~ STATEMENTS OF PARTIES HAVING RECORD TITLE INTEREST

A statement, signed and acknowledged by all parties having any record title interest in the subdivided real property, consenting to the preparation and recordation of the final map is required, except as otherwise allowed and provided for in Government Code Section 66436.

5.070 ~~5.070~~ DEDICATIONS

- A. ~~A.~~ Dedications of, or offers to dedicate interests in real property for specific public purposes shall be made by a ~~certificate~~ statement on the final map as required by Section 66439 of the Subdivision Map Act.
- B. ~~B.~~ If a subdivider is required to make a dedication of land in fee for public purposes (other than for open space, schools or parks), the City shall record a certificate with the County Recorder identifying the name and address of the subdivider and the legal description of the land being dedicated. The certificate shall state that the land shall be reconveyed to the subdivider if the same public purpose for which it was dedicated no longer exists, or the land or a portion thereof is not needed for public utilities. The subdivider may request that the City make such a determination and reconvey the land to the subdivider as provided above. The City may assess a fee for making this determination; but said fee may not exceed the cost of making the determination. The City shall give the subdivider whose name appears on the certificate sixty (60) days notice prior to vacating, leasing, selling or otherwise disposing of the dedicated property, unless the dedicated property will be used for the same public purpose for which it was dedicated.

5.080 ~~5.080~~ STATEMENT OF CITY CLERK

The final map shall contain a certificate for execution by the City Clerk stating that the City Council approved the map and accepted, accepted subject to improvements, or rejected, on behalf of the public, any real property offered for dedication for public use in conformity with the terms of the offer of dedication.

5.090 ~~5.090~~ STATEMENT OF ENGINEER OR SURVEYOR

A. ~~A.~~ A statement by the engineer or surveyor responsible for the survey and final tract map is required. The engineer or surveyor statement (certificate) shall give the date of the survey, state that the survey and final ~~tract~~ map were made by ~~him~~the engineer or under his or her direction, and that the survey is true and complete as shown.

B. ~~B.~~ The statement shall also state that all interior monuments are of the character and occupy the positions indicated on the map, or that they will be set in such positions on or before a specified later date prior to issuance of a building permit. The certificate shall also state that the monuments are, or will be, sufficient to enable the survey to be retraced.

5.100 ~~5.100~~ STATEMENT OF CITY ENGINEER

A statement by the City Engineer is required and shall be signed, dated and include his or her registration or license number and the stamp of his or her seal on the final map. The City Engineer's statement shall state that:

A. ~~A.~~ The City Engineer has examined the final map;

B. ~~B.~~ The subdivision as shown is substantially the same as it appeared on the tentative map in accordance with any conditions approved by the City Council, and any approved alterations thereof;

C. ~~C.~~ All provisions of the Subdivision Map Act and this Title applicable at the time of approval of the tentative map have been complied with;

D. ~~D.~~ The City Engineer, based upon the Statement of the City Surveyor, if required, is satisfied that the map is technically correct.

5.110 STATEMENT OF CITY SURVEYOR

~~5.110 (Deleted 2/18/03)~~

A statement by the City Surveyor is required and shall be signed, dated, and include his or her registration or license number and the stamp of his seal on the final map. The City Surveyor's statement shall state that: The City Surveyor has examined the map and is satisfied that to the best of his or her knowledge and belief is satisfied that the map is technically correct.

5.120 5.120 FILING CERTIFICATES, SECURITY AND MAKING PAYMENTS PRIOR TO FILING MAP

Prior to the filing of the final map with the City Council, the owner or subdivider shall file such certificate or statement and such security and make such payments as are required by ~~Section~~Sections 66492, 66493, and 66494 of the Subdivision Map Act, and shall comply fully with such provisions of law.

5.130 5.130 APPROVAL PROCEDURE – SUBDIVISION GUARANTEE

- A. ~~A.~~ The City Council shall, at the meeting at which it receives the final map or at least at its next regular meeting after the meeting at which it receives the final map, approve the final map unless it fails to conform to or satisfy requirements or conditions which were applicable to the subdivision at the time of approval of the tentative map. Disapproval shall be accompanied by findings identifying requirements or conditions which have not been met. The City Council may waive compliance with the conditions and requirements if it finds such noncompliance to have been the result of technical and inadvertent error not materially affecting the validity of the map.
- B. ~~B.~~ If the City Council does not approve or disapprove the final map within the prescribed time, or any authorized extension thereof, and the map conforms to all said requirements and rulings, it shall be deemed approved, and the City Clerk shall certify its approval thereon.
- C. ~~C.~~ Before recording any final map, the subdivider shall obtain a subdivision guarantee, providing assurance to the City that the parties consenting to the filing of the final map are all of the parties having a record title interest in the real property being subdivided whose signatures are required in Section 5.060 of this Chapter, as shown by the records in the office of the County Recorder.

5.140 5.140 TRANSMITTAL OF MAPS

After approval by the City Council of a final map, the City Clerk shall transmit the final map to the County Recorder in accordance with the provisions of Section 66464 of the Subdivision Map Act.

5.150 5.150 CORRECTION AND AMENDMENT OF FINAL MAPS

- A. ~~A.~~ ^{Subdivision} A recorded final map may be amended as set forth in Section 66470 of the Map Act for any of the reasons set forth in Section 66469 of the Subdivision Map Act.
- B. ~~B.~~ A recorded final map may be modified by a certificate of correction or an amending map for reasons other than those set forth in Section 66469 of the Subdivision Map Act, if after a noticed public hearing, the ~~Decision-Making Body~~City Council finds as follows:

1. ~~4.~~ There are changes in circumstances which make any or all of the conditions of the map no longer appropriate or necessary; and
2. ~~2.~~ The modifications do not impose any additional burden on the present fee owner of the property; and
3. ~~3.~~ The modifications do not alter any right, title, or interest in the real property reflected on the recorded map; and
4. ~~4.~~ The map, as modified, does not involve any of the findings contained in the provisions of Section 66474 of the Map Act.
↖ Subdivision

C. The public hearing shall be noticed pursuant to Section 66451.3 of the Subdivision Map Act and Section 4.060 of this Title, and shall be confined to consideration of and action on the proposed modification.

5.160 ~~5.160~~ MULTIPLE FINAL MAPS

Multiple (or “phased”) final maps may be permitted in accordance with Section 66456.1 of the Subdivision Map Act. If the subdivider did not specify his intent to file multiple final maps at the time the tentative map was filed, or did not define the number or configuration of the proposed multiple maps at such time, each such map shall be heard by the ~~Decision-Making Body~~ City Council, which shall consider and may impose reasonable conditions relating to the filing of multiple final maps.

~~Chapter 6~~ **Chapter 6**

PARCEL MAPS

- 6.010 Preparation
- 6.020 Preliminary Filing of a Parcel Map
- 6.030 Form and Contents
- 6.040 Statements on Map
- 6.050 Dedications on Map
- 6.060 Improvements Completed or Completion Agreement
- 6.070 Transmittal of Maps
- 6.080 Correction and Amendments of Parcel Maps

6.010 ~~6.010~~ PREPARATION

- A. ~~A.~~ The parcel maps shall be prepared by or under the direction of a registered civil engineer authorized to do land surveying or a licensed land surveyor.
- B. ~~B.~~ Such map may be based either upon a field survey made in conformity with the Land Surveyor's Act upon approval by the City Engineer, or the map may be compiled from recorded or filed data when sufficient ~~survey information exists on filed maps to locate and retrace~~ recorded or filed survey monumentation presently exists to enable the retracement of the exterior boundary lines of the parcel map ~~if the location of at least one of the se boundary lines can be established from an existing monumented line~~ and the establishment of the interior parcel or lot lines of the parcel map.

6.020 ~~6.020~~ PRELIMINARY FILING OF A PARCEL MAP

- A. ~~A.~~ Following the approval of a tentative parcel map, the subdivider may cause a parcel map to be prepared and submitted to the City Engineer. The subdivider shall submit the following information along with the parcel map.

 - 1. ~~1.~~ The number of positive prints of the parcel map as determined by the City Engineer with a plan checking fee as set forth by resolution of the City Council; and
 - 2. ~~2.~~ All required improvement plans with a plan checking fee as set forth by resolution of the City Council; and
 - 3. ~~3.~~ Evidence of title in the form of a Parcel Map Guarantee issued by a California title company, showing the names of persons having any record title interest in the land to be divided, together with the nature of

their respective interests therein. In the event that any dedication is to be made for public use of any property shown on a parcel map, a subdivision guarantee shall be issued by a California title company. The liability on such guarantee of title shall be not less than one thousand dollars (\$1,000).

6.030 6.030 FORM AND CONTENTS

- A. ~~A.~~ The parcel map shall show the location of streets and property lines bounding the property.
- B. ~~B.~~ The parcel map shall be legibly drawn, printed or reproduced by a process guaranteeing a permanent record in black on polyester-base film. Certificates may be legibly stamped or printed upon the map with opaque ink. The ink surface shall be coated with a suitable substance to assure permanent legibility.
- C. ~~C.~~ The size of each sheet shall be eighteen (18) by twenty-six (26) inches. A marginal line shall be drawn completely around each sheet, leaving an entirely blank margin of one (1) inch. The scale of the map shall be large enough to show all details clearly and enough sheets shall be used to accomplish this end. The particular number of the sheet and the total number of sheets comprising the map shall be stated on each of the sheets, and its relation to each adjoining sheet shall be clearly shown.
- D. ~~D.~~ Each buildable lot shall be numbered in consecutive order, and each non-buildable lot shall be lettered in consecutive order. The scale of the map and north arrow shall be shown on each sheet. Each street shall be named.
- E. ~~E.~~ The exterior boundary of the land included within the subdivision shall be indicated by distinctive symbols and clearly so designated. The exterior boundary of the land included in the subdivision shall not include a designated remainder that is designated under Section 66424.6 of the Subdivision Map Act. The designated remainder shall be labeled as a designated remainder parcel.
- F. ~~F.~~ The parcel map shall show the location of each parcel and its relation to surrounding surveys. The location of any remainder of the original parcel need not be shown as a matter of survey but only by deed reference to the existing record boundaries if such remainder has a gross area of five (5) acres or more.
- G. ~~G.~~ The title of each parcel map shall consist of a parcel map number as secured from the ~~appropriate County agency~~ Kern County Planning and Natural Resources Department conspicuously placed at the top of the sheet together with the description of the real property being subdivided.
- H. ~~H.~~ The area and dimensions of each lot shall be shown.

6.040 6.040 STATEMENTS ON MAP

A. ~~A.~~ The engineer or surveyor who made or under whose direction the parcel map was made shall execute the following statement on the parcel map:

Engineer's (Surveyor's) Statement

This map was prepared by me or under my direction (and was compiled from record data) (and is based upon a field survey) in conformance with the requirements of the Subdivision Map Act and Title 16 of the Shafter Municipal Code at the request of (name of person authorizing map) on the ____ day of _____, ~~1920~~. I hereby state that this parcel map substantially conforms to the approved tentative map and the conditions of approval thereof.

(Signed) _____
R.C.E. (or L.S.) No. _____
Expires _____
Expires _____
Date _____

If a field survey was performed, the certificate shall also state that all monuments are of the character and occupy the positions indicated on the parcel map, or that they will be set in such positions on or before a specified date prior to issuance of a building permit, and that the monuments are, or will be, sufficient to enable the survey to be retraced.

B. ~~B.~~ Subject to the provisions of Section 66436 of the Subdivision Map Act, unless otherwise determined by the ~~Decision-Making-Body~~City Engineer, a separate certificate, signed and acknowledged by all parties having any record title interest in the real property subdivided, consenting to the preparation and recordation of the parcel map is required; provided, however, that for good and sufficient cause shown by the subdivider, the ~~Decision-Making-Body~~City Engineer may waive any or all such signatures and/or names and nature of the respective interests otherwise required by Section 66436 of the Subdivision Map Act at any time after the tentative map is submitted for approval. Such waiver shall be certified by the City Engineer. The provisions of Section 5.060~~B.~~ of this Title shall apply to the waiver of signatures of parties owning a record interest in, or right to, minerals, including, but not limited to, oil, gas or other hydrocarbon substances, except where the initial gross area of the parcel map is less than five (5) acres in a residential zone or less than two (2) acres in any zone other than a residential zone.

C. ~~C.~~ There shall appear on the parcel map a Recorder's statement for execution by the Recorder, as follows:

Recorder's Statement

Filed this _____ day of _____, 1920, at _____ a.m. in Book _____ of _____, at page _____, at the request of _____

Signed _____
County Recorder

D. ~~D.~~ The parcel map, and evidence of record of title interest, shall be submitted to the City Engineer for his examination prior to filing. Within twenty (20) calendar days after receiving the parcel map, ~~such~~ the City Engineer shall examine it for the survey information shown thereon and if satisfied that it complies with this Title and all required provisions of the Subdivision Map Act, and that such parcel map is technically correct, the following certificate shall be executed on the map by the City Engineer:

City Engineer's Statement

I, _____, hereby state that I have examined this map, and the subdivision hereon is substantially the same as it appeared on the tentative map in accordance with any conditions approved by the Planning Commission, and any approved alterations thereof; and all of the requirements of the Subdivision Map Act and local ordinances applicable at the time of the approved tentative map have been complied with.

(Signed) _____ Date: _____

(Name), City Engineer, (License #) (Expiration Date)

~~This map conforms with the requirements of the Map Act and Title 16 of the Municipal Code.~~

E. City Surveyor's Statement

The following statement by the City Surveyor is required on the parcel map.

~~Dated:~~ I, _____ (Signed) _____, hereby state that I have examined this map and that to the best of my knowledge and belief, I am satisfied that said map is technically correct.

City Engineer

(Signed) _____
City Surveyor, City of Shafter
(Name)(License #)(Expiration Date)

- ~~E.~~ ~~Statement of Planning Commission Secretary~~
- ~~F.~~ Planning Director's Statement

~~A~~The following statement by the Planning ~~Commission Secretary~~Director is required on the parcel map. The Planning ~~Commission Secretary~~Director shall state that:

- ~~1.~~ The Planning Commission of the City of Shafter approved or conditionally approved the tentative map ~~and any applicable extensions thereof and the date such action was taken.~~ on _____ and the subdivision as shown on ~~2.~~ the parcel map is substantially the same as it appeared on the tentative ~~parcel~~ map and in accordance with any conditions approved by the ~~Planning Commission.~~

(Signed) _____ Date: _____

(Name), Planning Director, City of Shafter

6.050 ~~6.050~~ DEDICATIONS ON MAP

- ~~A.~~ ~~A.~~ Dedications of or offers to dedicate interests in real property for specific public purposes shall be made by a certificate on the parcel map or by separate instrument at the discretion of the City Engineer.
- ~~B.~~ ~~B.~~ If a subdivider is required to make a dedication of land in fee for public purposes (other than for open space, schools or parks), the City shall record a certificate with the County Recorder identifying the name and address of the subdivider and the legal description of the land being dedicated, and stating that the land shall be reconveyed to the subdivider if the same public purpose for which it was dedicated no longer exists or the land or a portion thereof is not needed for public utilities. The subdivider may request that the City make such a determination and reconvey the land to the subdivider as provided above. The City may assess a fee for making the determination, however, that fee may not exceed the cost of making the determination. The City must give the subdivider sixty (60) days notice prior to vacating, leasing, selling or otherwise disposing of the dedicated property unless the dedicated property will be used for the same public purpose for which it was dedicated.

6.060 ~~6.060~~ IMPROVEMENTS COMPLETED OR COMPLETION AGREEMENT

- ~~A.~~ ~~A.~~ Subject to the provisions of Section 9.080.⁹F. of this Title, if, at the time of certification of the parcel map by the City Engineer, any public improvements required by the ~~Decision-Making Body~~City Engineer, under Section 9.080 of this Title, have not been completed and accepted in accordance with ⁹ ~~standards~~ established in this Title applicable at the time of the approval or conditional approval of the tentative map, the City Engineer, as a condition precedent to approval of the parcel map, shall require the subdivider to enter into an improvement agreement to thereafter complete such improvements at

the subdivider's expense, upon terms mutually agreeable to the subdivider and the City Council.

- B. ~~B.~~ The City shall require that the performance of such agreement be guaranteed by the security specified in Sections 9.020, 9.030, and 9.040 of this Title.

6.070 ~~6.070~~ TRANSMITTAL OF MAPS

After approval by the City of a parcel map, the City Engineer shall transmit the map in accordance with Section 66464 of the Subdivision Map Act.

6.080 ~~6.080~~ CORRECTION AND AMENDMENTS OF PARCEL MAPS

- A. ~~A.~~ A recorded parcel map may be amended as set forth in Section 66470 of the Subdivision Map Act for any of the reasons set forth in Section 66469 of the Subdivision Map Act.

- B. ~~B.~~ A recorded parcel map may be modified by a certificate of correction or an amending map for reasons other than those set forth in Section 66469 of the Subdivision Map Act, if after a noticed public hearing, the ~~Decision-Making Body~~City Engineer finds as follows:

1. ~~1.~~ There are changes in circumstances which make any or all of the conditions of the map no longer appropriate or necessary; and
2. ~~2.~~ The modifications do not impose any additional burden on the present fee owner of the property; and
3. ~~3.~~ The modifications do not alter any right, title, or interest in the real property reflected on the recorded map; and
4. ~~4.~~ The map, as modified, conforms to the provisions of Section 66474 of the Subdivision Map Act.

The public hearing shall be noticed pursuant to Section 66451.3 of the Subdivision Map Act and Section 4.060 of this Title and shall be confined to consideration of and action on the proposed modification.

~~Chapter 7~~ **Chapter 7**

VESTING TENTATIVE MAPS

- 7.010 Citation and Authority
- 7.020 Purpose and Intent
- 7.030 Consistency
- 7.040 Application
- 7.050 Filing and Processing
- 7.060 Fees
- 7.070 Expiration
- 7.080 Vesting on Approval of Vesting Tentative Map
- 7.090 Development Inconsistent with Zoning – Conditional Approval
- 7.100 Applications Inconsistent with Current Policies

7.010 ~~7.010~~ CITATION AND AUTHORITY

This Chapter is enacted pursuant to the authority granted by Chapter 4.5 (commencing with Section 66498.1) of the Subdivision Map Act.

7.020 ~~7.020~~ PURPOSE AND INTENT

It is the purpose of this Chapter to establish procedures necessary for the implementation of a vesting tentative map and to supplement the provisions of the Subdivision Map Act. Except as may otherwise be set forth in the provisions of this Chapter, the provisions of this Title shall apply to vesting tentative maps considered under this Chapter.

To accomplish this purpose, the regulations outlined in this Chapter are determined to be necessary for the preservation of the public health, safety and general welfare, and for the promotion of orderly growth and development.

7.030 ~~7.030~~ CONSISTENCY

No land shall be subdivided and developed pursuant to a vesting tentative map for any purpose or in a manner which is inconsistent with the General Plan, any applicable specific plan, the Zoning Ordinance, this Title, or any other applicable City ordinances.

7.040

~~7.040~~ APPLICATION

- A. This Section shall apply to both residential and non-residential developments. Whenever a provision of the Subdivision Map Act, as implemented and supplemented by this Title, requires the filing of a tentative map or tentative parcel map, a vesting tentative map may instead be filed, in accordance with the provisions herein.
- B. If a subdivider does not seek the rights conferred by the vesting tentative map statute, the filing of a vesting tentative map shall not be a prerequisite to any approval for any proposed subdivision, permit for construction, or work preparatory to construction.

7.050 ~~7.050~~ FILING AND PROCESSING

A vesting tentative map shall be filed in the same form and have the same contents, accompanying data and reports and shall be processed in the same manner as set forth in this Title for a tentative map except as hereinafter provided:

- A. ~~A.~~ At the time a vesting tentative map is filed, it shall have printed conspicuously on its face the words "Vesting Tentative Map."
- B. ~~B.~~ At the time a vesting tentative map is filed, a subdivider shall also supply the following information, unless waived by the Project Assistance Team.
 - 1. ~~1.~~ Height, size, location and uses of all existing and proposed buildings;
 - 2. ~~2.~~ Existing and proposed sewer, water, storm drain, and road details;
 - 3. ~~3.~~ Detailed grading plans, including geologic and soils information;
 - 4. ~~4.~~ Flood control information, or engineer's drainage study, as required and approved by the City Engineer.
 - 5. ~~5.~~ Plans, which shall include but not be limited to: type of roofs, building materials, fences and walls, building elevations, landscaping and irrigation plans, parking areas as required in Chapter 13 of the Zoning Ordinance, existing and proposed driveways, signs as required by Chapter 14 of the Zoning Ordinance, and such other improvements as may be required for architectural or design review in accordance with Chapter 2 of the Zoning Ordinance;
 - 6. ~~6.~~ Dimensions depicting front, sides, and rear yard setbacks; areas of paving and landscaping, porches, decks, and fencing;

7. ~~7.~~ A traffic study approved by the City Engineer, unless waived by the City Engineer;
8. ~~8.~~ Archaeological, geological, seismic and soils studies as found to be necessary by the City Engineer;
9. ~~9.~~ An acoustical study approved by the Building Official for properties requiring such study as required by Section 10.180, Chapter 10 of the Zoning Ordinance;
10. ~~10.~~ If the proposed use or intensity of development is not permitted in the existing zone district, a completed application for rezoning the property and, if inconsistency between the proposed rezoning and existing General Plan would result, a completed application to amend the Land Use Classification of the General Plan;
11. ~~11.~~ Location of easements that affect the property and identification of other pertinent legal features;
12. ~~12.~~ Such other information as may be requested by the Planning Director, City Engineer, or other City department to permit a complete analysis and appraisal of the project;
13. ~~13.~~ All other requirements of this Title, relating to tentative maps, shall apply to the application for a vesting tentative map.

7.060 ~~7.060~~ FEES

Upon filing a vesting tentative map, the subdivider shall pay the fees as set forth by resolution of the City Council for the filing and processing of a vesting tentative map. Said fees shall be the fees in effect as of the date of filing of the final map therefore, except that whenever a subdivider elects to defer payment of any such fees until development or issuance of a building permit such fees shall be those in effect as of such later date.

7.070 ~~7.070~~ EXPIRATION

The approval or conditional approval of a vesting tentative map shall expire at the end of the same time period, and shall be subject to the same extensions, established by this Title for the expiration of an approval or conditional approval of a tentative map.

7.080 ~~7.080~~ VESTING ON APPROVAL OF VESTING TENTATIVE MAP

- A. ~~A.~~ The approval or conditional approval of a vesting tentative map shall confer a vested right to proceed with development in substantial compliance with the ordinances, policies, and standards described in Government Code Section 66474.2. However, if Section 66474.2 of the Government Code is repealed, the approval or conditional approval of a vesting tentative map shall confer a vested right to proceed with development in substantial compliance

with the ordinances, policies, and standards in effect at the time the vesting tentative map is approved or conditionally approved.

B. ~~B.~~ Notwithstanding subsection A of this ~~Chapter~~Section, a permit, approval, extension, or entitlement may be made conditional or denied if any of the following are determined:

1. ~~1.~~ A failure to do so would place the residents of the subdivision or the immediate community, or both, in a condition dangerous to their health or safety, or both; or

2. ~~2.~~ The condition or denial is required in order to comply with state or federal law.

C. ~~C.~~ The rights referred to herein shall expire if a final map is ~~not~~^S approved prior to the expiration of the vesting tentative map as provided in ~~section~~ 7.080 of this Chapter. If the final map is approved, these rights shall last for the following periods of time:

1. ~~1.~~ An initial time period of twenty-four (24) months beyond the recording of the final map. Where several final maps are recorded on various phases of a project covered by a single vesting tentative map, this initial time period shall begin for each phase when the final map for that phase is recorded.

2. ~~2.~~ The initial time period set forth in subsection C.1 of this Section shall be automatically extended by that time used by the City for processing a complete application for subsequent grading permit or for design review, if such processing exceeds thirty (30) days, from the date a complete application is filed.

3. ~~3.~~ A subdivider may apply for a ~~maximum of three (3) extensions of time, none of which shall exceed one (1) year in length~~ extension before the initial time period set forth in subsection C.1 of this Section expires.

4. ~~4.~~ If the subdivider submits a complete application for a building permit during the periods of time specified in subsections C.1 and C.3 of this Section, the rights referred to herein shall continue until the expiration of that permit, or any extension of that permit granted by the City.

7.090 ~~7.090~~ DEVELOPMENT INCONSISTENT WITH ZONING – CONDITIONAL APPROVAL

Whenever a subdivider files a vesting tentative map for a subdivision whose intended development is inconsistent with the Zoning Ordinance in existence at that time, that inconsistency shall be noted on the map. The City may deny such a vesting tentative map or approve it conditioned on the subdivider, or his or her designee, obtaining the necessary change in the Zoning Ordinance to eliminate the inconsistency. If the change in the Zoning Ordinance is obtained, the approved or conditionally approved vesting tentative map shall, notwithstanding Section 7.080.A of this Chapter, confer

the vested right to proceed with the development in substantial compliance with the change in the Zoning Ordinance and the map, as approved. The rights conferred by this Section shall be for the time periods set forth in Section 7.080.C of this Chapter.

7.100 ~~7.100~~ APPLICATIONS INCONSISTENT WITH CURRENT POLICIES

Notwithstanding any provisions of this Title, a property owner, or his or her designee, may seek approvals or permits for development which depart from the ordinances, policies, and standards described in ~~section~~Sections 7.080.A and 7.090 of this Chapter, and the Decision Making Body may grant these approvals or issue these permits to the extent that the departures are authorized under applicable law.

Chapter 8 ~~Chapter 8~~

DESIGN STANDARDS

- 8.010 Generally
- 8.020 Streets and Highways
- 8.030 Arterials and Collectors – Widths and Alignments
- 8.040 Local Streets
- 8.050 Dead-End Streets – Turnarounds
- 8.060 Boundary Line Streets – Widths
- 8.070 Private Streets – Approval – Map-Posting
- 8.080 Intersection Angle and Block Cutoff
- 8.090 Curve Radius
- 8.100 Grades of Streets
- 8.110 Alleys – Width – ~~Intersection~~ Intersections
- 8.120 Street and Alley Arrangement
- 8.130 Street Names
- 8.140 Easements
- 8.150 Removal of Obstructions
- 8.160 Blocks – Length and Width
- 8.170 Lots
- 8.180 Reserve Strips for Controlling Access
- 8.190 Approve Access Required

8.010 ~~8.010~~ **GENERALLY**

Each subdivision and the map thereof shall conform to the General Plan, Subdivision & Engineering Design Manual, this Title, the Zoning Ordinance, ~~any~~ and applicable standards approved by the City Engineer.

8.020 8.020 STREETS AND HIGHWAYS

- A. ~~A.~~ The map shall show the sidelines of each street, the total width of each street, the width of the portion being dedicated, and the widths of existing dedications.
- B. ~~B.~~ The widths and locations of adjacent streets and other public properties shall be shown.
- C. ~~C.~~ If any street in the subdivision is a continuation, or approximately a continuation of an existing street, the conformity or the amount of nonconformity of such a street to such existing street shall be accurately shown.
- D. ~~D.~~ Whenever the County Surveyor or the City Engineer has established the centerline of a street or alley, the data shall be shown on the final map.
- E. ~~E.~~ All streets may be required to be in alignment with existing adjacent streets or their proper projections and shall be in general conformity with the most advantageous development of the area affected by such subdivision.

8.030 8.030 ARTERIALS AND COLLECTORS – WIDTHS AND ALIGNMENTS

All streets shall conform in width and alignment to those designated in the Circulation Element of the General Plan and the Subdivision & Engineering Design Manual.

8.040 8.040 LOCAL STREETS

All streets in a subdivision shall have right-of-way and paved widths in accordance with the Circulation Element of the General Plan, Subdivision & Engineering Design Manual, and the Municipal Code.

8.050 8.050 DEAD-END STREETS – TURNAROUNDS

- A. ~~A.~~ Where necessary to give access to or permit a satisfactory future subdivision of adjoining land, streets shall extend to the boundary of the subdivided property; the resulting dead-end streets may be approved by the Decision Making Body, subject to findings of necessity, without turnarounds.
- B. In cases where turnarounds are necessary, the design shall be consistent with the requirements set forth in the Subdivision & Engineering Design Manual.
- ~~B. In all other cases, turnarounds having minimum right-of-way of forty-eight (48) feet, with curb radii of forty-two (42) feet, shall be provided except where extraordinary conditions make a strict enforcement of this rule impracticable.~~
- C. The maximum length of a cul-de-sac street shall be 600 feet and shall be measured from the centerline of the intersecting street to the center of the cul-de-sac circular right-of-way.

8.060 ~~8.060~~ BOUNDARY LINE STREETS – WIDTHS

- A. ~~A.~~ Any land intended to be a part of the ultimate width of a major highway, or any reservation therefor, lying along and adjacent to any boundary of the subdivision, shall have such a width as will conform to the lines shown on the Circulation Element of the General Plan, the Subdivision & Engineering Design Manual, and the Municipal Code.
- B. ~~B.~~ Subject to the provisions of this Title, any land intended to be a part of the ultimate width of a highway or street, other than any such major or secondary highway, or any reservation therefore, lying along and adjacent to any such boundary shall have a width not less than one-half (1/2) of the full width required for any such highway or street by, as provided in Section 8.060.A. of this Chapter, unless special conditions of alignment require some other width, except when the street has been determined to be a local street in which case the street shall have a right-of-way width of not less than set forth in the Subdivision & Engineering Design Manual.

8.070 ~~8.070~~ PRIVATE STREETS – APPROVAL – MAP-POSTING

- A. ~~A.~~ With approval of the Decision Making Body, any street, highway or way which is intended to be kept closed to public travel and posted as a private street shall be shown as a private street on the tentative and final map. Such private street shall be permitted only on conditions which guarantee reasonable maintenance thereof in accordance with the provisions of Section 10.020 of this Title.
- A. A plan and profile of any such street as required by Section 9.060 of this Title, must accompany said final map or parcel map. Private streets shall be shown on the maps as separate lots or parcels.
- B. ~~B.~~ Where the subdivider files a final map or parcel map with private streets, the Decision Making Body may, based on findings of necessity and a determination that it will not be detrimental to surrounding properties or result in an adverse impact on the public health, safety, and welfare, permit a deviation from the requirements prescribed by this Title for public streets.
- C. ~~C.~~ All private streets within the City must be posted as private streets by the subdivider. Each street shall be named and names shall be subject to approval by the Decision Making Body.

8.080 ~~8.080~~ INTERSECTION ANGLE AND BLOCK CUTOFF

- A. ~~A.~~ Any highway or street intersecting any other highway or street shall intersect at an angle as near a right angle as is practicable.
- B. ~~B.~~ At all street intersections, which include major highways, the block corner shall be rounded at the property line by a radius consistent with the requirements set forth in the Subdivision & Engineering Design Manual.

- C. ~~C.~~ In lieu of subsection (B) above, an optional method of a diagonal cutoff may be used; provide, that the dimensions thereof do not reduce the visibility, sidewalk width or curb radius obtained by the method specified above.

8.090 ~~8.090~~ CURVE RADIUS

The centerline curve radii on all streets and highways shall conform to the requirements of the Subdivision & Engineering Design Manual subject to approval by the City Engineer.

8.100 ~~8.100~~ GRADES OF STREETS

Street and highway grades shall conform to City standards.

8.110 ~~8.110~~ ALLEYS – WIDTH – INTERSECTIONS

- A. ~~A.~~ Alleys twenty-five (25) feet in width, or other adequate off-street loading facilities, may be required by the City Engineer in the rear of all lots used or intended to be used for commercial, industrial and high density residential purposes. Alleys in the rear of all lots used or intended to be used for low density residential purposes may be twenty (20) feet in width.
- B. ~~B.~~ The City Engineer shall determine the corner cutoff required wherever an alley intersects a street. Where two alleys intersect, a corner cutoff of not less than ten (10) feet measured from the point of intersection along the sideline of the alley shall be required.

8.120 ~~8.120~~ STREET AND ALLEY ARRANGEMENT

The street and alley arrangement shall be such as the Decision Making Body, in the exercise of its sound discretion, may determine will cause no undue hardship to owners of adjoining property or when adjoining property is subdivided, adequate and convenient access to adjoining property has been provided for.

8.130 ~~8.130~~ STREET NAMES

Each street or way which is to be dedicated, and which is a continuation of, or approximately the continuation of, any existing dedicated street or way within the City shall be shown on the tentative map and shall be given the same name as such existing street or way. The proposed name of each other street or way shown on the tentative map shall be submitted to the Decision Making Body for its approval if such name is not a duplication of or so nearly the same as to cause confusion with the name of any existing street or way located in the City, or in close proximity thereto, and if such name is appropriate for a street name, such name shall be approved. When any such street or way forms a portion of any proposed street or way ordered by the Decision Making Body to be surveyed, opened, widened or improved, and in such order a name therefore is assigned or designated, the name of such street or way shown on the map shall be the same as the name contained in said order

8.140 8.140 EASEMENTS

A. ~~A.~~ All utility distribution facilities (including but not limited to electric, communication, cable television lines, and other wires or cables for transmission or distribution purposes) installed in and for the purpose of supplying service to any residential or commercial subdivision shall be placed underground, except as follows:

1. ~~1.~~ Industrial subdivisions located ~~with~~within an "Industrial" (I) zone district.
2. ~~2.~~ Undergrounding of existing utility lines is not required along easements at the rear of lots of residential or commercial ~~subdivision~~subdivisions where said easements do not face streets, roads, or highways.
3. ~~3.~~ Undergrounding of existing utility lines is not required within a landscaped area between an arterial or collector street right-of-way and a masonry wall that is or would be erected at the rear of all lots adjacent to such an arterial street right-of-way, provided there is adequate space to integrate existing, or relocated poles within said landscaped area, and said landscaped area is approved by the Decision Making Body.
4. ~~4.~~ Equipment appurtenant to underground facilities, such as surface mounted transformers, pedestal mounted terminal boxes and meter cabinets, and concealed ducts.

The subdivider is responsible for complying with the requirements of this subsection, and shall make the necessary arrangements with the utility companies involved for the installation of said facilities. The Decision Making Body may waive the requirements of this subsection if topographical, soil, or any other physical constraints make underground installation of said facilities unreasonable or impractical.

B. ~~B.~~ The sidelines of all easements shall be shown by fine dotted lines. If any easement already of record cannot be definitely located, a statement of its existence, nature, and recorded reference must appear on the title sheet. Distances and bearing on the sidelines of lots which are cut by an easement must be arrowed or so shown so that the map will indicate clearly the actual lengths of the lot lines. The widths of all easements and sufficient ties thereto to definitely ~~to-located~~locate the same with respect to the subdivision must be shown. All easements must be clearly labeled and identified; if an easement shown on the map is already of record, its recorded reference must be given. If an easement is being dedicated by the map, it shall be set out in the owner's certificate of dedication. All notes and figures pertaining to easements shall be considerably smaller and lighter than those relating to the subdivision itself.

C. ~~C.~~ The City may require the subdivider to remove any trees, brush, or other obstructions lying within an easement or right-of-way. The subdivider

shall be required to remove or trim trees or brush lying within the easements or rights-of-way over which utilities are to be constructed, when such trees or brush interfere with the construction of such utility lines. Such work shall be completed in a manner satisfactory to the City Engineer.

8.150 ~~8.150~~ **REMOVAL OF OBSTRUCTIONS**

A. ~~A.~~ The term “obstruction” as used in this section refers to any interference with the free use of the road right-of-way of whatever kind or nature and shall include, but shall not be limited to, structures, electrical power, telephone or cable television poles, lines and appurtenances, pipe lines, conduits and canals. Obstructions shall be relocated and/or removed as provide below. This shall include, but is not limited to, the quitclaim or subordination of rights to the City by all interest and easement holders having the right to place facilities or otherwise obstruct the free use of the road right-of-way or alternative arrangement acceptable to the City Engineer.

1. ~~1.~~ All obstructions shall be removed from the streets, roadways or rights-of-way dedicated in the final map of a subdivision or which are deeded to the City in connection therewith which in the determination of the City Engineer interfere with the use thereof or constitute a dangerous or hazardous condition to the traveling public.

2. ~~2.~~ All obstructions shall be removed which are located within existing County, State, or City streets or roadways lying immediately adjacent to streets, roadways or rights-of-way which are dedicated in the final subdivision map or which are deeded by the subdivider to the City in connection therewith and which obstructions, in the determination of the City Engineer, interfere with the use of said existing County, State or City streets or roadways, or constitute a dangerous or hazardous condition to the traveling public.

3. ~~3.~~ Said obstructions shall be relocated without expense to the City to such locations as shall be specified by the City Engineer or in the approved plans and profiles for the subdivision.

4. ~~4.~~ It shall be the responsibility of the subdivider to contact the utility companies, including cable television companies, or other owners of said obstructions to advise them of proposed improvements, and make direct arrangements for the relocation of and compensation for the cost of relocating any conflicting obstructions. Evidence of such completed arrangements shall be presented by the subdivider to the City Engineer prior to the final approval of the subdivision plan by the City.

B. ~~B.~~ Final acceptance of the map shall be contingent upon the subdivider providing within and/or outside the boundaries of the subdivision, drainage disposal facilities, methods, or easements as required to receive or dispose of storm water. Said facilities, methods, or easements shall be subject to the approval of the City Engineer. Unless diversion of water is required to conform to a comprehensive drainage plan, off-site water shall be allowed to flow through the subdivision and shall be received and discharged at the locations

which existed prior to development and as nearly as possible in the manner which existing prior to development.

8.160 ~~8.160~~ **BLOCKS – LENGTH AND WIDTH**

- A. ~~A.~~ Block lengths. Blocks shall not exceed one thousand (1,000) feet in length between street centerlines, except where otherwise approved by the Decision Making Body.
- B. ~~B.~~ Block widths. Except as otherwise approved by the Decision Making Body, the width of each block shall be sufficient for an ultimate layout of two tiers of lots therein of a size required by the provisions of this Title.
- C. ~~C.~~ Cul-de-sacs, knuckle, and curved streets. In order to encourage deviation from grid development in subdivisions, the subdivider shall be required to utilize a reasonable number of ~~cul-de-sacs~~cul-de-sac streets, knuckle streets, and curved streets, if practical.

8.170 ~~8.170~~ **LOTS**

- A. ~~A.~~ Lot requirements: The size, frontage, depth, and width of all residential lots shall conform to the minimum requirements as specified in Chapter 4 of the Zoning Ordinance.
- B. ~~B.~~ Flag Lots: Flag lots shall not be allowed except where there is no other reasonable design alternative. The minimum width of the access portion of the flag lot shall be twenty (20) feet in residentially zoned districts and twenty-five (25) feet in commercially and industrially zoned districts. The access portion of the flag lot shall not be included for the purpose of computing minimum lot area, lot width, or lot depth. Non-buildable easements shall be recorded which will define building to property line setbacks on each flag lot as determined adequate by the Decision Making Body.
- C. ~~C.~~ Lot Lines: The sidelines of all lots, so far as practicable, shall be at right angles to the street which the lot faces, or radial if the street is curved.
- D. ~~D.~~ Divided Lots: No lot shall be divided by a City boundary line, nor any boundary line between registered (Torrens Title) and unregistered land, nor any boundary line between parcels of registered land under separate ownership. Each such boundary line shall be made a lot line.
- E. ~~E.~~ Double Frontage Lots: Double frontage lots having a depth less than two hundred-forty (240) feet will not be approved except where, as determined by the Decision Making Body, conditions permit no other reasonable form of platting, or where the proposed double frontage lots abut an arterial or collector street(s) and the Decision Making Body deems it to be reasonable due to such controlling factors as traffic, safety, appearance and setback. Each such lot shall have a six-foot high masonry wall (the height shall be measured from whichever side of the wall the adjacent finished grade is higher) with landscaping on the exterior side of the wall installed by the subdivider adjacent to the property line which abuts the ~~right-of-way~~right-of-way of the arterial or

collector street(s). The wall and associated landscaping are to be maintained by a homeowner's association, maintenance district, or some other mechanism approved by the Decision Making Body within the street right-of-way and any other landscape easement(s) or adjacent common lot(s). Alternate wall and landscape concepts may be approved in areas where, in the opinion of the Decision Making Body, topographic or other physical conditions make strict adherence to this criteria undesirable. Conceptual wall and landscaping plans shall be reviewed and approved by the Project Assistance Team prior to filing of any final map or parcel map. Said wall and landscaping requirements shall be consistent with Section 2.80, Chapter 2 of the Zoning Ordinance.

- F. F. Walls along side yards adjacent to collector or arterial streets: Where it is found to be necessary for orderly development, residential lots having side yards adjacent to collector or arterial streets shall be required to install a six (6) foot high masonry wall (the height shall be measured from whichever side of the wall the adjacent finished grade is higher) with landscaping on the exterior side of the wall installed by the subdivider adjacent to the ~~street-side~~street-side property line. The wall and landscaped areas are to be maintained by a homeowner's association, maintenance district, or some other mechanism approved by the Decision Making Body within the street right-of-way and any other landscape easement(s) or adjacent common lot(s). Conceptual wall and landscape plans shall be reviewed and approved by the Project Assistance Team prior to filing of any final tract or final parcel map and shall be consistent with Section 2.80, Chapter 2 of the Zoning Ordinance.
- G. G. Landscape walls, adjacent to public or private streets, shall not exceed forty (40) inches in height within a ~~front-yard~~front-yard setback. All such walls shall conform to sight distance requirements as set forth in the Subdivision & Engineering Design Manual.
- H. H. Lots abutting commercial uses: Residential lots which share a common property line with office, commercial, or industrial zoning or existing office, commercial or industrial land uses shall be separated by a masonry wall along said common property line a minimum of six (6) feet in height, but not exceeding eight (8) feet in height as measured from highest adjacent finished grade. The time permitted to complete the installation of said wall shall be determined by the Decision Making Body.
- I. I. Lots abutting drilling islands, oil well sites, and canals: Any residential lot, or any commercial lot where it is found to be necessary for orderly development, which shares a common property line with a lot designed to serve as a drilling island, oil well site or canal shall be separated by a masonry wall, along said common property line a minimum of six (6) feet in height, but not exceeding eight (8) feet in height as measured from highest adjacent finished grade. The time permitted to complete the installation of said wall shall be determined by the Decision Making Body.
- J. J. Lot Numbers: Lot numbers shall begin with the numeral "1" and shall continue consecutively through the tract, with no omissions or duplications, and

no block number shall be used. Letters shall be used to designate non-buildable lots.

K. ~~K.~~ Lot Dimensions: Dimensions of all lot lines shall be shown. No ditto marks shall be used on any final map or parcel map. All maps shall show the area of each ~~irregular (non-rectangular)~~ lot.

L. ~~L.~~ Reduction of Minimum Standards: The Decision Making Body may permit a reduction in minimum standards including lot area, width, frontage and/or depth pursuant to the provisions of Section 10.80, Chapter 10, of the Zoning Ordinance. Reduction of minimum standards may also be allowed as follows:

The Decision Making Body may permit a reduction in lot area, width, frontage and/or depth in a subdivision in accordance with the provisions of Section 3.10, Chapter 3, of the Zoning Ordinance.

8.180 ~~8.180~~ RESERVE STRIPS FOR CONTROLLING ACCESS

Reserve strips controlling access to streets or other public rights-of-way from adjoining property will not be approved unless such strips are necessary for the protection of the public welfare or of substantial property rights and the control and disposal of the land comprising such strips are placed definitely within the jurisdiction of the City under conditions approved by the Decision Making Body.

8.190 ~~8.190~~ APPROVED ACCESS REQUIRED

A. ~~A.~~ Each lot or parcel of a subdivision shall be provided with approved vehicular access improved to City standards, to a street or highway improved and maintained by a public agency or connecting thereto directly or indirectly by means of access which has been approved by the Decision Making Body. Such access may be established by recordation of a covenant of easement in accordance with ~~Section~~Sections 65870 through 65875 of the Government Code and may be released by direction of the Decision Making Body, following a public hearing thereon, after the applicant seeking release has paid the fee as set ~~set~~ forth by resolution of the City Council.

~~B. Access shall conform to the applicable provisions of Chapter 16.44 of this Title.~~

~~Chapter 9~~ **Chapter 9**

IMPROVEMENTS

- 9.010 Completion at Subdivider's Expense or by Improvement Agreement
- 9.020 Security – Required
- 9.030 Security – Form of Bonds
- 9.040 Security – Amount
- 9.050 Acceptance of Improvements
- 9.060 Improvements – In Subdivisions for which a Final Map is Required
- 9.070 Exceptions
- 9.080 Plans and Specifications – Filing
- 9.090 Improvements – In Subdivisions for which a Parcel Map is Required
- 9.100 Record Drawings
- 9.110 Survey Requirements – Monuments

9.010 ~~9.010~~ COMPLETION AT SUBDIVIDER'S EXPENSE OR BY IMPROVEMENT AGREEMENT

Improvement required as a condition of approval shall be completed at the subdivider's expense prior to filing a final map or parcel map with the County Recorder, unless an improvement agreement requiring completion of such improvements upon terms mutually agreeable to the Decision Making Body and the subdivider has been entered into and improvement security has been posted as provided in this Title.

9.020 ~~9.020~~ SECURITY – REQUIRED

- A. ~~A.~~ The improvement agreement, referred to in Section 9.010 of this Chapter, shall be secured by one of the following securities upon approval by the Decision Making Body.
- 1. ~~1.~~ A bond or bonds by one or more duly authorized corporate sureties;
 - 2. ~~2.~~ A deposit, either with the City or a responsible escrow agent or trust company selected by the City, or money or negotiable bonds of the kind approved for securing deposits of public moneys;
 - 3. ~~3.~~ An instrument of credit from a state or federal agency, or the City when any such state or federal agency, or the City provides at

least 20 percent of the financing for the portion of the act or agreement requiring security, or from one or more financial institutions subject to regulation by the state or federal government and pledging that the funds necessary to carry out the act or agreement are on deposit and guaranteed for payment upon demand by the City, or an irrevocable letter of credit issued by one or more responsible financial institutions regulated by the state or federal government and pledging that the said funds are on deposit and guaranteed for payment upon demand by the City;

4. 4. A lien upon the property to be divided, created by contract between the owner and the Decision Making Body, if the Decision Making Body finds that it would not be in the public interest to require the installation of the required improvement sooner than two (2) years after the recordation of the map; provided the form of contract is approved by the City Engineer; or
5. 5. Any form of security, including security interests in real property, which is acceptable to the Decision Making Body and specified by ordinance thereof.
6. 6. Any contract or security interest in real property entered into as security for performance pursuant to paragraphs 4, or 5 ~~or 6~~ of this section shall be recorded with the County Recorder. From the time of recordation of the written contract or document creating a security interest, a lien shall attach to the real property particularly described therein and shall have the priority of a judgment lien in an amount necessary to complete the agreed to improvements. The recorded contract or security document shall be indexed in the Grantor Index to the names of all record owners of the real property as specified on the map and in the Grantee Index to the City.

The City may at any time release all or any portion of the property subject to the lien or security interest created by this subdivision or subordinate the lien or security interest to other liens or encumbrances if it determines that security for performance is sufficiently secured by a lien on other property or that the release or subordination of the lien will not jeopardize the completion of agreed upon improvements.

- B. ~~B.~~ If the required subdivision improvements are financed and installed pursuant to special assessment proceedings, upon the furnishing by the contractor of the faithful performance and labor and material bonds required by the special assessment act being used, the improvement security of the subdivider may be reduced by an amount corresponding to the amount of such bonds so furnished by the contractor.

9.030 9.030 SECURITY – FORM OF BONDS

- A. ~~A.~~ The form of bond to secure the faithful performance of the improvement agreement shall be substantially in compliance with the form set forth in Section 66499.1 of the Subdivision Map Act.
- B. ~~B.~~ The form of bond for the security of labor and materials shall be substantially in compliance with the form set forth in Section 66499.2 of the Subdivision Map Act
- C. ~~C.~~ Appropriate modifications shall be made in such form if the bond is being furnished for the performance of an act not provided for by agreement.

9.040 9.040 SECURITY – AMOUNT

- A. ~~A.~~ Security to guarantee the performance of any act or agreement shall be in the following amounts:

 - 1. ~~1.~~ One hundred (100) percent of the total estimated cost of the improvement or of the act to be performed conditioned upon the faithful performance of the act or agreement; and
 - 2. ~~2.~~ Fifty (50) percent of the total estimated cost of the improvement or the performance of the required act, securing payment to the contractor to the subcontractors, and to persons furnishing labor, materials or equipment to them for the improvement or the performance of the required act; provided however, that for the security referenced in Section 9.020.A. 1, 2, 3, 4, or 5 ~~or 6~~ of this Chapter, an additional sum, not to exceed one hundred (100) percent of the estimated cost of the improvement or the performance of the required act, may be required, upon determination of the Decision Making Body, to guarantee payment provided the security instrument authorizes draws to pay for labor and materials and specifies that not more than fifty (50) percent of the total shall be released, except to the City to pay for completion of improvements, until after the sixty (60) day lien period has expired;
 - 3. ~~3.~~ Ten (10) percent of the total estimated costs of the improvements, to be provided prior to City acceptance of completion, to guarantee or warranty the work for a period of one (1) year following completion and acceptance thereof against any defective work or labor done, or defective materials furnished;
 - 4. ~~4.~~ As part of the obligation guaranteed by the security and in addition to the face amount of the security, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fee, incurred by the City in successfully enforcing the obligation secured. Said additional fee shall be in the amount of fifteen thousand (\$15,000) or fifteen (15) percent of the total estimated cost of improvements, whichever is less. The improvement security shall also secure the faithful performance of any changes or alterations which do

not exceed ten (10) percent of the original estimated cost of the improvement.

- B. ~~B.~~ Such security shall be released in accordance with the terms of the improvement agreement and Sections 66499.7 of the Subdivision Map Act. Partial release of the security is not permitted.

~~Sections 66499.7(b) – (g) are new and relate to release of the performance security and time frames for notification and release. Do they need to be included here? Are they part of the improvement agreement?~~

9.050 ~~9.050~~ ACCEPTANCE OF IMPROVEMENTS

Work on public improvements shall be deemed accepted upon final approval by the City Engineer and accepted by order of the City Council; provided, however, that the warranty period(s) shall commence upon recordation of a notice of completion. Work on private improvements shall be deemed accepted, for purposes of satisfaction of the improvement only, upon receipt by the City Engineer of a certificate signed by a registered engineer stating that all such improvements have been constructed in accordance with the plans and specifications approved for the subdivision by the City Engineer.

9.060 ~~9.060~~ IMPROVEMENTS – IN SUBDIVISIONS FOR WHICH A FINAL MAP IS REQUIRED

- A. ~~A.~~ Improvements required in a subdivision for which a final map is required shall be installed to permanent line and grade and to the satisfaction of the City Engineer in accordance with the requirements of the Decision Making Body, in accordance with standard specifications of the City on file in the office of the City Engineer and in accordance with all applicable provisions of this Title.
- B. ~~B.~~ The minimum improvements which the subdivider makes or agrees to make prior to acceptance and approval of the final map by the City Council shall be:
1. ~~1.~~ Grading, curbs and gutters, drainage and drainage structures necessary to the proper use and drainage of streets, highways, alleys and ways and to the public safety;
 2. ~~2.~~ Installation and surfacing of streets, highways, alleys and ways;
 3. ~~3.~~ Sidewalks, except where such sidewalks are deemed premature in relation to the public needs of the present and immediate future; provided security is provided or an agreement between the subdivider and the City is approved by the Decision Making Body as an interim measure to construction of the required sidewalks;
 4. ~~4.~~ Sanitary sewer facilities and connections for each lot, except as such requirement may be waived by the City Engineer. Dry sewer lines shall be installed wherever outfall sewer lines are not available unless

the City Engineer, with the approval of the State Regional Water Quality Control Board, determines an exception to such requirement to be appropriate;

5. ~~5.~~ Water system with mains of sufficient size and having a sufficient number of outlets to furnish adequate domestic water supply for each lot of the subdivision and to provide adequate fire protection to meet local neighborhood needs;
6. ~~6.~~ Service from public utilities, including but not limited to gas, electric, cable television, fiber optic and individual household telephone service shall be made available for each lot, and in such manner as will obviate the necessity for disturbing the street pavement, gutter, culvert and curb, when service connections are made; provided, however, that the requirement for cable television service to any industrial tract may be waived if, based upon a waiver requested by a subdivider and supported with proof of satisfaction of the following conditions:

 - a. ~~a.~~ The Decision Making Body finds that the omission of such requirement will not create a break in cable television service (to properties in the vicinity of the map); or
 - b. ~~b.~~ Even if such omission would result in a break in cable television service, the closest available connection to existing cable television facilities is more than five hundred (500) feet from the closest point in the map to the point of such connection (measured along existing or proposed utility easements);
7. ~~7.~~ Street name signs shall be installed in accordance with the standards set forth in the Subdivision & Engineering Design Manual;~~1~~
8. ~~8.~~ A chain-link fence six (6) feet in height or equivalent as determined by the Decision Making Body shall be placed between any subdivision and the right-of-way of any irrigation canal;
9. ~~9.~~ Street lighting shall be provided in accordance with the standards set forth in the Subdivision & Engineering Design Manual;~~1~~
10. ~~10.~~ A final soilsoils report shall have been completed and approved by the City Engineer prior to the beginning of construction of any buildings or structures;
11. ~~11.~~ All utility distribution facilities, including cable television, must be placed underground. Where applicable, such installation shall be in accordance with rules and regulations of the Public Utilities Commission of the State;
12. ~~12.~~ All subdividers are required to furnish fire hydrants, hydrant burys and necessary bury extensions and all necessary bolts and

gaskets, which shall meet the specification requirements of the City Engineer.

13. ~~13.~~ Walls, fences and landscaping as required by the Municipal Code, or the Decision Making Body, shall be maintained by a maintenance district, by an association of property owners pursuant to a declaration of covenants approved by the City Engineer, or by some other mechanism approved by the Decision Making Body.

C. ~~G.~~ Supplemental Improvements – Reimbursement Agreements.

1. ~~4.~~ The subdivider who has submitted a tentative map for which a final map or parcel map is required may be required to install improvements for the benefit of the subdivision which may contain supplemental size, capacity or number, or length for the benefit of property not within the subdivision as a condition precedent to the approval of a tentative map and that those improvements be dedicated to the public. Supplemental length may include minimum sized off-site sewer lines necessary to reach a sewer outlet in existence at that time.

2. ~~2.~~ In the event of the installation of such supplemental improvements are required by the Decision Making Body, as authorized in this subsection, the Decision Making Body shall enter into an agreement with the subdivider to reimburse the subdivider, upon collection of moneys from owners of other property benefitted thereby and within a specified time period, for that portion of the cost of those improvements equal to the difference between the amount it would have cost the subdivider to install such improvements to serve the subdivision only and the actual cost of such improvements.

3. ~~3.~~ In order to pay the costs as required by the reimbursement agreement, the City may:

a. ~~a.~~ Collect from other persons, including public agencies using such improvements for the benefit of real property not within the subdivision, a reasonable charge for such use;

b. ~~b.~~ Contribute to the subdivider that part of the cost of the improvements that is attributable to the benefit of real property outside the subdivision and levy a charge upon the real property benefitted to reimburse the City for such cost, together with interest thereon, of any, paid to the subdivider;

c. ~~e.~~ Establish and maintain local benefit districts for the levy and collection of such charge or costs from the property benefitted.

D. ~~D.~~ Drainage facilities – Payment of Fees Required. Prior to filing any final map or parcel map, the subdivider shall pay₁ or cause to be paid₁ any fees for defraying the actual or estimated costs of constructing planned drainage facilities for the removal of surface and storm waters from local and

neighborhood drainage areas pursuant to drainage plans adopted by the City Council in accordance with Section 66483 of the Subdivision Map Act.

- E. ~~E.~~ Sewer Facilities – Payment of Fees Required. Prior to filing any final map or parcel map, the subdivider shall pay, or cause to be paid, any fees for defraying the actual or estimated costs of constructing planned sanitary sewer facilities for local sanitary sewer areas pursuant to sanitary sewer plans adopted by the City Council in accordance with Section 66483 of the Subdivision Map Act.
- F. ~~F.~~ Water Facilities – Payment of Fees Required. Prior to filing any final map or parcel map, the subdivider shall pay or cause to be paid any fees for defraying the actual or estimated costs of construction of planned water facilities pursuant to the Master Water Plan adopted by the City Council.
- G. ~~G.~~ Refuse Facilities – Payment of Fees Required. Prior to filing any final map or parcel map, the subdivider shall pay or cause to be paid any fees for defraying the actual or estimated costs of providing for local refuse services for the subdivision or parcel map as adopted by the City Council.
- H. ~~F.~~ Nothing in this section prohibits the acceptance of considerations in lieu of the payment of fees.

9.070 ~~9.070~~ EXCEPTIONS

- A. ~~A.~~ Subdivisions that are to be developed as detached, single-family residential large lots in areas designated as Estate, Rural Community, or Rural ~~Density~~-Residential in the Land Use Element of the General Plan are subject to the following provisions.

 - 1. ~~1.~~ If the following conditions apply, the Decision Making Body may approve any of the modifications listed in Section 9.070.A.2 below:

 - a. ~~a.~~ Individual lots within the subdivision have an average minimum size of one (1) acre and no lot is less than forty-thousand (40,000) square feet.
 - b. ~~b.~~ Individual lots within the subdivision have an average minimum frontage of one hundred-fifty (150) feet and no lot has a frontage of less than one hundred thirty-five (135) feet.
 - c. ~~c.~~ The set-back requirements for each lot are consistent with the standards set forth in Table 4.B, Chapter 4, Title 17 of the Municipal Code.
 - d. ~~d.~~ The landscape requirements for each lot are consistent with the standards set forth in Section 2.80.5, Chapter 2, Title 17 of the Municipal Code.

- ~~e.~~ ~~e.~~ The minimum dwelling unit size complies with Table 4.B, Chapter 4, Title 17 of the Municipal Code.
- 2. ~~2.~~ If the conditions listed in ~~items~~Section 9.070.A.1 above have been met, the Decision Making Body may approve any of the following exceptions to the improvement standards set forth in this Title, provided findings are made by the Decision Making Body to support said exceptions.

 - a. ~~a.~~ Eliminate all or a portion of curb and gutter requirements.
 - b. ~~b.~~ Eliminate all or a portion of the sidewalk requirements, provided an off-street area is reserved for pedestrian traffic through or adjacent to the subdivision.
 - c. ~~c.~~ Approval of septic tanks, subject to approval by the City Engineer.
 - d. ~~d.~~ Eliminate the requirement for street lighting.
 - e. ~~e.~~ Eliminate the requirement to re-locate existing utility poles provided said poles are not located in proposed or planned traffic lanes and are located either in a public utility easement or right-of-way.
 - f. ~~f.~~ Eliminate the requirement to underground existing utilities provided that adjacent properties along the same street frontage have not placed their utilities underground; the adjacent properties along the same street frontage are not designated in the General Plan as Low Density, Medium Density, Medium-High Density Residential, or Commercial/Professional Office; and the development is not an in-fill development upon which future undergrounding of utilities has been or will be required.
 - g. ~~g.~~ Eliminate the requirements for expanding the width of the adjacent street by constructing additional pave-out from its existing paved width provided the City Engineer determines, based on an analysis of projected traffic anticipated from planned land uses impacting the subject street as depicted in the Land Use Element of the General Plan, that additional capacity is not and will not be required based upon that analysis.
 - h. ~~h.~~ If sub-section "g" above is approved, a 12-foot-wide strip between the paved portion of the road and the property line of the subject subdivision shall be improved with a material approved by the City Engineer to control erosion and on-street drainage.

1. ~~4.~~ Whether the installation of any such improvements would be premature in relation to the public needs of the present and the immediate future;
2. ~~2.~~ Whether the omission of all or any part of such improvements would be materially detrimental to the public welfare, safety, health or conveniences, or to the orderly implementation of the General Plan;
3. ~~3.~~ Whether the omission of all or any part of such improvements would be injurious to property or improvements in the area:
4. ~~4.~~ The extent to which the improvements are appropriate to fulfill public needs;
5. ~~5.~~ The extent to which the community may need protection against potentially adverse effects of the property use or possible use.

D. ~~D.~~ The following improvements, or any of them, may be required by the Decision Making Body and, if so required, shall be furnished at the subdivider's expense:

1. ~~4.~~ Grading, curbs and gutters, drainage and drainage structures necessary to the proper use and drainage of streets, highways, alleys and ways and to the public safety;
2. ~~2.~~ Streets, highways, alleys and ways;
3. ~~3.~~ Sidewalks;
4. ~~4.~~ Sanitary sewer facilities and connections for each parcel created. Unless an exception has been granted as provided in Section 9.060.B.4. of this Chapter, dry sewer lines shall be installed where an outfall sewer is not reasonably available;
5. ~~5.~~ Water system with mains of sufficient size and having a sufficient number of outlets to furnish adequate domestic water supply for each parcel created and to provide adequate fire protection to meet local neighborhood needs;
6. ~~6.~~ Services from public utilities, including but not limited to electric, gas, cable television, fiber-optic, individual household telephone available to each lot and in such manner as will avoid the necessity for disturbing street pavement, gutter, culvert and curb when service connections are made; provided, however, that the requirement for installation of cable television service and fiber-optic to any industrial subdivision may be waived if, based upon a waiver requested by a subdivider who has supported with proof of satisfaction the following conditions:

- (a) ~~(a)~~ The Decision Making Body finds that the omission of such requirement will not create a break in cable television service (to properties in the vicinity of the tract map); or
 - (b) ~~(b)~~ Even if such omission would result in a break in cable television service, the closest available connection to existing cable television facilities is more than five hundred (500) feet from the closest point in the tract map to the point of such connection (measured along existing or proposed utility easements);.
- ~~7.~~ ~~7.~~ Street name signs shall be installed in accordance with the standards set forth in the Subdivision & Engineering Design Manual.
- ~~8.~~ ~~8.~~ A chain-link fence six (6) ft. in height or equivalent as determined by the Decision Making Body shall be located between any subdivision and the right-of-way line of any irrigation canal.
- ~~9.~~ ~~9.~~ Street lighting will be provided in accordance with the standards set forth in the Subdivision & Engineering Design Manual.
- ~~10.~~ ~~10.~~ Walls, fences and landscaping as required by the Subdivision & Engineering Manual, the Decision Making Body, and the Municipal Code;
- ~~11.~~ ~~11.~~ Any other improvements determined by the Decision Making Body to be needed for public health or safety or prerequisite to orderly development of the surrounding area.
- ~~E.~~ ~~E.~~ The provisions of Section 9.060.C, D, ~~and E, F, and G~~ of this Chapter shall apply to subdivisions for which a parcel map is required.
- ~~F.~~ ~~F.~~ Requirements for the construction of such off-site and on-site improvements shall be noticed by certificate on the parcel map, on the instrument evidencing the waiver of such parcel map, or by separate instrument and shall be recorded on, concurrently with, or prior to the parcel map or instrument of waiver of a parcel map being filed for record with the County Recorder. Fulfillment of such construction requirements shall not be required until such time as a permit or other grant of approval for development of the parcel is issued or until such time as the construction of such improvements is required pursuant to an agreement between the subdivider and the City, except that in the absence of such an agreement, the Decision Making Body may require fulfillment of such construction requirements within a reasonable time following approval of the parcel map and prior to the issuance of a permit or other grant of approval for the development of a parcel upon a finding that fulfillment of the construction requirements is necessary for the following reasons;
 - ~~1.~~ ~~1.~~ The public health and safety; or

- ~~2.~~ ~~2.~~ The required construction is a necessary prerequisite to the orderly development of the surrounding area.

9.100 ~~9.100~~ RECORD DRAWINGS

Prior to the time of filing of the notice of completion and acceptance of improvements within any subdivision, the subdivider shall file with the City Engineer ~~a-reproducible sepia film and two sets of blueline prints of~~ the record drawings approved and signed by an engineer or surveyor in both printed and electronic format as directed by the City Engineer. Record sewer drawings shall show the location of all wye branches or house laterals.

9.110 ~~9.110~~ SURVEY REQUIREMENTS – MONUMENTS

- A. ~~A.~~ At the time of making the survey for the final map or parcel map, the engineer or surveyor shall set sufficient durable monuments to conform with the standards described in Section 8771 of the Business and Professions Code so that another engineer or surveyor may readily retrace the survey.
- B. ~~B.~~ Such engineer or surveyor shall set monuments as follows:
 1. ~~1.~~ Set City standard monuments and encasements at all intersections of street centerlines, beginning and ending of all curves on streets within the subdivision and at the intersection of the centerline of the streets and the subdivision boundary. On all curved streets, a sufficient number of monuments shall be set so that connecting chords shall be wholly within the street roadway between curbing. The engineer or surveyor shall measure the vertical elevation based upon data approved by the City Engineer, data for each City standard monument set and shall provide a record of this data to the City Engineer.
 2. ~~2.~~ Set two (2) inch iron pipe twenty-four (24) inches long, filled with concrete and properly tagged, or with a two (2) inch by two (2) inch by twelve (12) inch redwood stake driven into the center and properly tagged or equal as approved by the City Engineer, at all angle points and beginning and ending of all curves on the exterior boundary of the subdivision. All boundary monuments shall be in place prior to recordation of the map. The City Engineer may, by a field survey, satisfy himself that all monuments actually exist and that their positions are correctly drawn. Depth of boundary monuments shall be not less than six (6) inches or more than thirty (30) inches.
 3. ~~3.~~ Set two (2) inch by two (2) inch by twelve (12) inch redwood stakes with tag, iron rod with cap or iron pipe with cap and properly tagged at all angle points and beginning and ending of all curves on the boundary of each lot, which angle point is not covered in subsection 1 or 2 above. For front lot corners, reference points, consisting of "penny" tags epoxied in place together with chisel marks on the top of curbs, may be substituted for the required redwood stake, iron rod or iron pipe. For rear lot corners of double-frontage lots, reference points,

consisting of concrete nails and tags mounted on the rear masonry wall, on the lot side, at a visible elevation, may be substituted for the required redwood stake, iron rod or iron pipe.

4. ~~4.~~ When any of the above-described boundary points fall in a concrete sidewalk, curb, wall, coping, etc., such points shall be marked with a concrete nail and tag.
5. ~~5.~~ All monuments in subsection 1 and 2 above shall be so set as to ensure an unobstructed sight between adjacent monuments, whenever feasible, and in no case shall the distance between monuments exceed two thousand seven hundred (2,700) feet, unless prior approval is obtained from the City Engineer.
6. ~~6.~~ All monuments shall be permanently marked with the ~~certificate~~ license number of the engineer or surveyor setting it, preceded by the letters "R.C.E." or "L.S." respectively, as the case may be.
7. ~~7.~~ The character, type and position of all monuments and encasements shall be noted on the final map. If a monument is replaced, indicate type and condition of monument found and the date of replacement.
8. ~~8.~~ A traverse of the boundaries of the map and of all the lots and blocks must close within a limit of error not in excess of one (1) foot in twenty thousand (20,000) feet.
9. ~~9.~~ All distances must be expressed on the map to the nearest hundredth (1/100) of a foot.
10. ~~10.~~ Any monuments or stakes disturbed by the improvements shall be reset. Where no streets are to be improved, the subdivider shall post a faithful performance bond to guarantee the setting of all the above stakes and monuments.

~~Chapter 10~~ **Chapter 10**

OPTIONAL DESIGN AND IMPROVEMENT STANDARDS

10.010 Scope and Authority

10.020 Maintenance of Non-Dedicated Improvements – Failure Unlawful

10.010 ~~10.010~~ SCOPE AND AUTHORITY

In considering a tentative map for a condominium, stock cooperative, or community apartment project, or for any subdivision wherein physical constraints or the extraordinary amenities to be provided render application of the design and improvement standards of this Title inappropriate, the Decision Making Body, with the concurrence of the City Engineer, may agree to the substitution of alternate Design and improvement standards which do not literally comply with the requirements of these subdivision regulations, but which serve to facilitate the ultimate development of the property in a manner that will be consistent with the General Plan.

10.020 ~~10.020~~ MAINTENANCE OF NON-DEDICATED IMPROVEMENTS – FAILURE UNLAWFUL

- A. ~~A.~~ Where a subdivision has been approved by the Decision Making Body under the provisions of this Title, full and adequate provisions acceptable to the City shall be made for the preservation and maintenance of all commonly owned land, improvements and facilities, which are not dedicated to public use.
- B. ~~B.~~ Such provision may be satisfied by a declaration of covenants, conditions and restrictions duly signed and acknowledged by the owner; articles of incorporation forming a homeowner's association or some other legal entity, which shall include provisions empowering the entity created to own and maintain all the properties within its jurisdiction and to exercise the powers and duties of the entity to be set forth in the declaration; and bylaws setting forth rules of membership, fees and assessments; and forms of deeds incorporating the declaration by reference to its recording data.
- C. ~~C.~~ All documents must be referred to the City Engineer for review as to their sufficiency to accomplish their purpose.
- D. ~~D.~~ The owners of the individual lots shall, as a condition of ownership of said lots, be required to participate in the legal entity so formed and be responsible to said legally formed entity for the cost of performing the necessary maintenance.
- E. ~~E.~~ Any failure to so maintain shall be, and the same is declared to be, unlawful and a public nuisance endangering the health, safety, and general welfare of the public.

Chapter 11 ~~Chapter 11~~

DEDICATIONS

- 11.010 Requirements
- 11.020 Waiver of Direct Street Access
- 11.030 On Final Maps
- 11.040 ~~In~~For Subdivisions not Requiring a Final Map

11.010 ~~11.010~~ REQUIREMENTS

As a condition of approval of a tentative map, the subdivider shall dedicate or make an irrevocable offer of dedication of all land within the subdivision that is needed for public streets, alleys, including access rights and abutter's rights, drainage, drainage basins, public utility easements and other public easements.

11.020 ~~11.020~~ WAIVER OF DIRECT STREET ACCESS

The Decision Making Body may impose a requirement that any dedication or offer of dedication of a street or approval of a map abutting a previously dedicated street shall include a waiver of direct access rights to such street from any property shown on a final map or parcel map as abutting thereon. If such dedication is accepted, or if no dedication is otherwise required, such waiver shall become effective in accordance with its provisions. Such provisions shall specify that a portion of the street as to which access is waived may, at the request of the property owner, be revised or relocated to another portion or portions of the same street frontage or of any adjoining street as to which direct access has been waived by recording a certificate therefor signed by the property owner and the City Engineer.

11.030 ~~11.030~~ ON FINAL MAPS

- A. ~~A.~~ Dedications of or offers to dedicate interests in real property for specified public purposes shall be made by a certificate on the final map, signed and acknowledged by those parties having any record title interest in the real property being subdivided, subject to the provisions of Section 66436 of the Subdivision Map Act.
- B. ~~B.~~ In the event any street shown on such map is not offered for dedication the certificate shall contain a statement to this effect. ~~Is~~If such statement appears on the map and if the map is approved by the City Council, the use of any such street or streets by the public shall be permissive only.
- C. ~~C.~~ An offer of dedication of real property for street or public utility easement purposes shall be deemed not to include any public utility facilities located on or under such real property, unless and only to the extent and intent to dedicate such facilities is expressly stated in the certificate.

11.040 ~~11.040~~ INFOR SUBDIVISIONS NOT REQUIRING A FINAL MAP

- A. ~~A.~~ If dedications or offers of dedication are required by the Decision Making Body for subdivisions requiring a parcel map, they may be made either by a certificate on the parcel map, or by separate instrument to be recorded concurrently with, or prior to, the parcel map being filed for record.
- B. ~~B.~~ Such dedication or offers of dedication shall be signed by the same parties and in the same manner as set forth in Section 66439 of the Subdivision Map Act for dedications by a final tract map.
- C. ~~C.~~ An offer of dedication shall be in such terms as to be binding on the owner, his heirs or successors in interest and shall continue until abandoned as specified in Section 66477.2 of the Subdivision Map Act.

Chapter 12~~Chapter 12~~

RESERVATIONS

12.010 Reservation ~~Requirement~~Requirements

12.020 Acquisition Agreement

12.030 Termination of Reservation

12.010 ~~12.010~~ RESERVATION ~~REQUIREMENT~~REQUIREMENTS

A. ~~A.~~ As a condition of approval of a tentative map, the subdivider may be required to reserve real property within the subdivision for parks, recreational facilities, fire stations, libraries, freeways or other public uses, subject to the following conditions:

1. ~~1.~~ Such requirement is based upon an adopted specific plan or the General Plan containing policies and standards for those uses, and the required reservations are in accordance with those policies and standards.

2. The ordinance has been in effect for a period of at least 30 days prior to filing of the tentative map.

3. ~~2.~~ The reserved area is of such size and shape as to permit the balance of the property within which the reservation is located to develop in an orderly and efficient manner.

4. ~~3.~~ The amount of land reserved will not make development of the remaining land held by the subdivider economically unfeasible.

B. ~~B.~~ The reserved area shall conform to the adopted specific plan or General Plan and shall be in such multiples of streets and parcels as to permit an efficient division of the reserved area in the event that it is not acquired within the prescribed period; in such event, the subdivider shall make those changes as are necessary to permit the reserved area to be developed for the intended purpose consistent with good subdividing practices.

C. ~~C.~~ The reservation requirement may be in addition to requirements for dedication and/or improvement of property within the subdivision for the same or other purposes.

12.020 ~~12.020~~ ACQUISITION AGREEMENT

The City shall, at the time of approval of the final map or parcel map, enter into an agreement to acquire such reserved area within two (2) years after the completion and acceptance of all improvements required as a condition of such map, unless such period of time is extended by mutual agreement. The purchase price shall be the market value thereof at the time of the filing of the tentative map plus the taxes against such reserved area from the date of the reservation and any other costs

incurred by the subdivider in the maintenance of such reserved area, including interest costs incurred on any loan covering such reserved area.

12.030 ~~12.030~~ TERMINATION OF RESERVATION

If the City does not enter into the agreement required in Section 12.020 of this Chapter, the reservation of such area shall automatically terminate.

Chapter 13 ~~Chapter 13~~

SOIL ~~SOILS~~ AND GRADING REPORTS

- 13.010 Preliminary ~~Soil~~Soils Report and Grading Plan Required
- 13.020 Waiver of Preliminary ~~Soil~~Soils Report
- 13.030 Final Soils Report
- 13.040 Conditions of Issuance of Building Permit

13.010 ~~13.010~~ PRELIMINARY SOIL ~~SOILS~~ REPORT AND GRADING PLAN REQUIRED

- A.** ~~A.~~ A preliminary soils report based upon adequate test borings, and a grading plan, shall be submitted to the City Engineer for every subdivision prior to the filing of the final map or parcel map. The City Engineer may review the report and may require additional information or reject the report if it is found to be incomplete, inaccurate or unsatisfactory. Such soils report and grading plan shall be prepared by a civil engineer registered in this state, who shall recommend the corrective action which is likely to prevent structural damage to each structure proposed to be constructed in the area where the soils problem exists.
- B.** ~~B.~~ If the soils report indicates the presence of critically expansive soils or other soils problems which, if not corrected, would lead to structural defects, a soils investigation of each lot or parcel in the subdivision may be required by the City Engineer. Such soils investigation shall recommend the corrective action which is likely to prevent structural damage to each structure proposed to be constructed in the area where the soils problems exist.
- C.** ~~C.~~ If the preliminary soils report indicates the presence of rocks or liquids containing deleterious chemicals which, if not corrected, could cause construction materials such as concrete, steel and ductile or cast iron to corrode or deteriorate, a soils investigation of each potentially affected lot in the subdivision may be required.
- D.** ~~D.~~ The City may approve the subdivision or portion thereof where soils problems described in Section 13.010.B and C of this Chapter exist if it is determined that the recommended action is likely to prevent structural damage to each structure to be constructed, and as a condition to the issuance of any

building permit may require that the approved recommended action be incorporated in the construction of each structure.

13.020 ~~13.020~~ WAIVER OF PRELIMINARY ~~SOIL~~SOILS REPORT

- A. ~~A.~~ A preliminary soils report may be waived, but only when the City Engineer finds that due to the knowledge the City has as to the quality of the soils or the topography of the land in the subdivision, no preliminary analysis of the soils plan is necessary.
- B. ~~B.~~ If the City Engineer requires a preliminary soils report and/or grading plan for subdivisions for which a parcel map is required, the soils report and/or grading plan may be deferred by the Decision Making Body as a requirement of the approval of the tentative parcel map and recordation of the final parcel map until such time as a building permit application is filed.

13.030 ~~13.030~~ FINAL ~~SOIL~~SOILS REPORT

- A. ~~A.~~ Grading shall be performed in accordance with the approved grading plan and the preliminary soils report and compaction tests shall be submitted to the City Engineer for each lot in a subdivision prior to recordation of the final map or parcel map, unless the Building Official determines that no public interest would be served thereby.
- B. ~~B.~~ When any soils investigation shall indicated any soils problems and a civil engineer has recommended the corrective action which is likely to prevent structural damage to each structure proposed to be constructed in the area where the soils problems exist, the final map or parcel map may be approved for recording subject to the following condition: The Building Official shall not approve any building permit on any lot within the subdivision until a final soils report has been submitted to the City Engineer showing that all corrective action set forth in the preliminary soils report and report of the soils investigation has been completed and until the civil engineer has certified that all corrective action likely to prevent any structural damage to any structure proposed to be constructed in the area where the soils problems exist, has been taken and completed to his/her satisfaction.

13.040 ~~13.040~~ CONDITIONS OF ISSUANCE OF BUILDING PERMIT

No building permit shall be issued for any lot in any subdivision until all grading has been completed in accordance with the approved grading plan and a final soils report has been submitted to and approved by the City Engineer. Whenever such conditions have not been satisfied prior to recordation of a final map or parcel map, notice of such conditions shall be set forth on the face of said final map or parcel map.

~~Chapter 14~~ **Chapter 14**

REVERSION TO ACREAGE

14.010 Generally

14.020 Initiation of Proceedings ~~by Owners~~

~~14.030~~ ~~Initiation of Proceedings by Planning Commission~~

~~14.040~~ **14.030** Data Required to be Filed

~~14.050~~ 14.040 Fees

for Approval ~~14.060~~ 14.050 Proceedings before Planning Commission – Conditions

~~14.070~~ 14.060 Release of Securities

~~14.080~~ 14.070 Delivery of Final Map

~~14.090~~ 14.080 Effect of Filing Reversion Map with County Recorder

~~14.100~~ 14.090 Parcel Map Authorized

14.010 ~~14.010~~ GENERALLY

Subdivided property may be reverted to acreage pursuant to the provisions of this Chapter and to the provisions of Chapter 6, Article 1 of the Subdivision Map Act.

14.020 ~~14.020~~ INITIATION OF PROCEEDINGS ~~BY OWNERS~~

A. Initiation of Proceedings by Owners

1. ~~A.~~ Proceedings to revert subdivided property to acreage may be initiated by petition of all the owners of record of the real property within the subdivision, ~~or by direction of the Decision-Making Body.~~

2. ~~B.~~ The petition shall be in a form approved by the City Engineer.

3. ~~C.~~ The petition shall contain the information as required by Section 14.040 of this Chapter and such other information as required by the City Engineer.

B. ~~14.030~~ Initiation of Proceedings by Planning Commission

1. ~~A.~~ The Planning Commission may, on its own motion, initiate proceedings to revert to acreage real property within a subdivision.

2. ~~B.~~ The Planning Commission shall direct the City Engineer to obtain the necessary information to initiate and conduct the proceedings.

14.030 ~~14.040~~ DATA REQUIRED TO BE FILED

The petition shall be in a ~~from~~form prescribed by the City Engineer and shall contain the following:

- A. ~~A.~~ Adequate evidence of title to the real property within the subdivision.
- B. ~~B.~~ In the case of petition by all owners of record of the real property within the subdivision to revert to acreage, adequate evidence shall be submitted depicting the consent of all such owners of the owner of an interest in the property.
- C. ~~C.~~ Adequate evidence that none of the improvements required to be made have been made within two (2) years from the date the final map or parcel map was filed for record, or within the time allowed by agreement for completion of the improvements, whichever is later.
- D. ~~D.~~ Adequate evidence that no lot(s) or parcel(s) shown on the final map or parcel map have been sold within five (5) years from the date such final map or parcel map was filed for record.
- E. ~~F.~~ A final map or parcel map in the form prescribed by this Title which delineates dedications which will not be vacated and delineates dedications required as a condition to reversion.

14.040 ~~14.050~~ FEES

Petitions to revert property to acreage shall be accompanied by a non-refundable fee as set forth by resolution of the City Council.

14.050 ~~14.060~~ PROCEEDINGS BEFORE PLANNING COMMISSION – CONDITIONS OF APPROVAL

- A. ~~A.~~ A public hearing shall be held before the Planning Commission on all petitions and Planning Commission initiations for reversion to acreage. Notice of the public hearing shall be given as provided in Section 4.060 of this Title. The Planning Commission may approve a reversion to acreage only if it finds and records in writing that:

 - 1. ~~1.~~ Dedications or offers of dedications to be vacated or abandoned by the reversion to acreage ~~as~~are unnecessary for present or prospective public purposes; and
 - 2. ~~2.~~ Either.

 - a. ~~a.~~ All owners of an interest in the real property within the subdivision have consented to reversions, or
 - b. ~~b.~~ None of the improvements required to be made have been made within two (2) years from the date the final map or parcel map was filed for record, or within the time allowed by

agreement for completion of the improvements, whichever is later, or

- c. ~~e.~~ No lots or parcels shown on the final map or parcel map have been sold within five (5) years from the date such map was filed for record.

B. ~~B.~~ The Planning Commission may require as conditions of the ~~reversions~~reversion:

- 1. ~~1.~~ The owners dedicate or offer to dedicate streets or easements;
- 2. ~~2.~~ The retention of all or a portion of previously paid subdivision fees, deposits or improvement securities if the same are necessary to accomplish any of the provisions of this Chapter.

14.060 ~~14.070~~ RELEASE OF SECURITIES

Except as otherwise provided in this Title, upon filing of a final map or parcel map for reversion of acreage with the County Recorder, all improvement securities shall be released to the current property owner.

14.070 ~~14.080~~ DELIVERY OF FINAL MAP

After the hearing before the Planning Commission and approval of the reversion, the final map or parcel map shall be delivered to and recorded by the County Recorder.

14.080 ~~14.090~~ EFFECT OF FILING REVERSION MAP WITH COUNTY RECORDER

- A. ~~A.~~ Reversion shall be effective upon the final map or parcel map being filed for record by the County Recorder.
- B. ~~B.~~ Upon filing, all dedications and offers of dedication not shown on the final map or parcel map for reversion shall be of no further force and effect.

14.090 ~~14.100~~ PARCEL MAP AUTHORIZED

A parcel map may be recorded under the provisions of this Title for the purpose of reverting to acreage land previously subdivided and consisting of four (4) or fewer contiguous parcels under the same ownership.

Chapter 15

LOT MERGERS

Chapter 15
MERGER OF LOTS

- 15.010 Applicability and Filing
- 15.020 Authority
- 15.030 Hearing and Determination
- 15.040 **Exception: Lot Mergers of Contiguous Parcels Under Common Ownership**
~~Determination Without Hearing~~
- ~~15.050 Recording and Mailing Notification Not to Merge~~

15.010 ~~15.010~~ APPLICABILITY AND FILING

- A. ~~A.~~ Except as provided in Section 15.060 of this Chapter, any lot, parcel, or unit of land may be merged with a contiguous lot, parcel or unit held by the same owner if any one of the contiguous lots, units, or parcels do not conform to current standards for minimum lot area or dimensions under the regulations of the zoning district applicable to the property without reverting to acreage if all of the following requirements are satisfied.
 - 1. ~~1.~~ At least one of the affected parcels is:
 - a. ~~a.~~ Undeveloped by any structure for which a building permit was issued or for which a building permit was not required at the time of construction;
 - b. ~~b.~~ Is developed only with an accessory structure or accessory structures; or
 - c. ~~c.~~ Is developed with a single structure, other than an accessory structure, that is also partially sited on a contiguous parcel or unit; and
 - 2. ~~2.~~ With respect to any affected parcel, one or more of the following conditions exist:
 - a. ~~a.~~ Comprise less than five-thousand (5,000) square feet in area at the time of the determination of merger;
 - b. ~~b.~~ Was not created in compliance with applicable laws and ordinances in effect at the time of its creation;

- ~~c.~~ ~~e.~~ Does not meet current standards for sewage disposal and domestic water supply;
 - ~~d.~~ ~~e.~~ Does not meet slope stability standards;
 - ~~e.~~ ~~e.~~ Has no legal access which is adequate for vehicular and safety equipment access and maneuverability;
 - ~~f.~~ ~~f.~~ Its development would create health or safety hazards;
 - ~~g.~~ ~~g.~~ Is consistent with the City's General Plan and any applicable specific plan, other than minimum lot size or density standards.
- B.** ~~B.~~ For purposes of determining whether contiguous parcels are held by the same owner, ownership shall be determined as of the date that notice of intention to determine status is recorded.
- C.** ~~C.~~ This section shall not apply in the event of existence of any of the conditions delineated in ~~subparagraphs~~ Section 66451.11(a) through (7)(A)-(E) of ~~Section 66451.11~~ of the Subdivision Map Act.
- D.** ~~D.~~ Proceedings pursuant to this ChapterSection may be initiated directly by the Decision Making Body or by request of the property owner or his authorized agent upon those forms provided by the City Engineer, accompanied by such information as required by said forms and payment of applicable fees.

15.020 ~~15.020~~ AUTHORITY

Authority for approval of mergers of lots shall be vested in the Planning Commission. Whenever the Planning Commission, upon recommendation of the Project Assistance Team, believes that real property should be merged pursuant to this Chapter, then the Planning Commission shall direct the City Engineer to mail by certified mail to the then current owner of the real property affected by the merger a notice of intention to determine status, notifying the owner that the affected parcels may be merged pursuant to the standards specified in this Chapter, and advising the owner of the opportunity to request a hearing on determination of status and to present evidence at the hearing that the property does not meet the criteria for merger. The notice of intention to determine status shall also be filed for record with the County Recorder on the date the notice is mailed to the property owner, and shall advise the owner that he has thirty (30) days to request a hearing before the Planning Commission on determination of status (why the Notice of Merger should not be recorded).

15.030 ~~15.030~~ HEARING AND DETERMINATION, AND RECORDATION

A. Determination and Recordation with Hearing

1. At any time within thirty (30) days after recording of the Notice of Intention to Determine Status, the owner of the affected property may file with the City Engineer a request for a hearing by the Planning

Commission on determination of status. Upon receiving such request for hearing, the City Engineer shall cause to be fixed the time, date, and place for hearing, and shall cause the property owner to be notified of that time, date, and place for hearing by certified mail. The Planning Commission shall hold a public hearing on any merger no later than sixty (60) days following receipt of such property owner's request.

2. At the hearing, the property owner shall be given the opportunity to state his objection and present the evidence upon which he relies. The hearing may be postponed or continued with the mutual consent of the City and the property owner.
3. If the Planning Commission finds that the conditions constituting merger have not occurred, or that the findings required to maintain the lots, parcels, or units of land as unmerged can be made, then it shall determine that no merger has occurred and the Commission shall instruct the City Engineer not to file the notice of merger. Otherwise, the Planning Commission shall determine that the affected parcels are to be merged.
4. If the affected parcels are to be merged, the City Engineer shall notify the property owner of the Planning Commission's decision. ~~The City Engineer~~ and shall record the determination of merger with the County Recorder within thirty (30) days after conclusion of the hearing, as provided in Section 66451.12 of the Subdivision Map Act.

B. ~~15.040~~ Determination and Recording without Hearing

1. If, within the 30-day period specified in ~~subsection~~Section 15.030 of this Chapter, the owner does not file a request for a hearing in accordance with the provisions of this Chapter, the Planning Commission may, at any time thereafter, make a determination that the affected parcels are to be merged or are not to be merged.
2. A determination of merger shall be recorded as provided for in Section 66451.12 of the Subdivision Map Act no later than ninety (90) days following the mailing of notice required by this Chapter.

~~15.050~~ Recording and Mailing Notification Not to Merge

- C. If it is determined that the parcels shall not be merged, the City Engineer shall cause to be recorded with the County Recorder, in the manner specified in Section 66451.12 of the Subdivision Map Act, a release of the notice of intention to determine status, and shall mail a clearance letter to the then current owner of record.

15.040 EXCEPTION: LOT MERGERS OF CONTIGUOUS PARCELS UNDER COMMON OWNERSHIP

- A. An application for a lot merger for contiguous parcels under common ownership, by the owner of such parcels, may be approved by the Project Assistance Team provided that said application is consistent with all requirements of the General Plan, the Zoning Ordinance, the latest edition of the Uniform Building Code adopted by the City Council, and this Title. Any other merger, other than the example described above, shall be subject to the provisions of Chapter 3, Article 1.5 (Merger of Parcels), Sections 66451.10 through 66451.24 of the Subdivision Map Act, and Sections 15.010 through 15.030 of this Chapter.
- B. Application for a lot merger for contiguous parcels under common ownership, as provided in Section 66499.20.3 of the Subdivision Map Act, shall be filed with the Planning Director upon such forms and accompanied by a plot plan and such information as may be requested by the Planning Director
- C. Upon approval of the application for a lot merger, the City Engineer shall, provided each condition has been satisfied and such lot merger is reflected in a deed to be concurrently recorded with the County Recorder, issue a certificate of compliance and shall cause said certificate of compliance or conditioned certificate of compliance to be filed for record with the County Recorder. A record of survey shall also be recorded if required by Section 8762 of the Business and Professions Code.

Chapter 16~~Chapter 16~~

APPEALS

- 16.010 Who May File
- 16.020 Filing
- 16.030 Hearing – Notice to Subdivider – Decision Making Body Decision
- 16.040 Effective Date of Appealed Action**

16.010~~16.010~~ WHO MAY FILE

- A. ~~A-~~ Any person may appeal a decision of the Planning Director, City Engineer, Building Official, or Project Assistance Team to the Planning Commission where the decision of the Planning Director, City Engineer, Building Official, or Project Assistance Team would otherwise be final. The Planning Commission may sustain, modify, reject, or overrule any recommendation, finding or ruling of the Planning Director, City Engineer, Building Official, or Project Assistance Team. The Planning Commission shall make appropriate findings supporting its decision.
- B. ~~B-~~ Any person may appeal a decision of the Planning Commission to the City Council where the decision of the Planning Commission would otherwise be final. The City Council may sustain, modify, reject, or overrule any

recommendation, finding, or ruling of the Planning Commission. The City Council shall make appropriate findings supporting its decision.

16.020 ~~16.020~~ FILING

Appeal application forms shall be made available at the office of the Planning Director to any person wishing to appeal an action included in this Title. An application to appeal shall be filed with the Planning Director within ten (10) calendar days following the date of action for which an appeal is made unless otherwise provided in this Title. If the last day to file falls on a holiday or on a Saturday or Sunday, the following business day shall be deemed the last day to act. Appeals requiring City Council consideration will be forward to the City Clerk by the Planning Director.

16.030 ~~16.030~~ HEARING – NOTICE TO SUBDIVIDER – DECISION MAKING BODY DECISION

- A. ~~A.~~ Public notice of an appeal hearing shall be given in the manner in which the original notice was given.
- B. ~~B.~~ Such hearing shall be held within thirty (30) days after the date ~~the filing for the appeal is deemed complete by the Planning Director, unless the subdivider consents to a continuance.~~ of a request filed by the subdivider or appellant. If there is no regular meeting of the hearing body, as identified in Section 16010.A. and B. within the next thirty (30) days for which notice can be given, the appeal may be heard at the next regular meeting for which a notice can be given, or within sixty (60) days from the date of the receipt of the request, whichever is shorter.

16.040 ~~16.040~~ EFFECTIVE DATE OF APPEALED ACTIONS

Except as otherwise provided for in this Title, an action that has been appealed shall not become effective until a final determination is made by the appellate body.