



336 Pacific Avenue, Shafter, CA 93263
Meeting Held In-Person and Via Zoom and Livestream on YouTube.

**AGENDA
REGULAR MEETING
SHAFTER CITY COUNCIL
TUESDAY, DECEMBER 2, 2025**

NOTICE TO THE PUBLIC:

Any documents produced by the City and distributed to a majority of the City Council regarding any item on this agenda will be made available in the City Clerk's Office during normal business hours at City Hall located at 336 Pacific Avenue, Shafter CA. In addition, such documents will be posted on the City's website at www.shafter.com.

CALL TO ORDER: 6:00 PM

ROLL CALL: Mayor Givens
Mayor Pro Tem Olvera
Council Member Alvarado
Council Member Espinoza
Council Member Prout

PLEDGE OF ALLEGIANCE: Council Member Prout

INVOCATION: Council Member Espinoza

APPROVAL OF AGENDA:

PUBLIC COMMENT:

Those persons wishing to speak on any item included on the agenda, or on any matter within the subject matter jurisdiction of the City Council, are invited to speak from the podium and address the City Council. Speakers are limited to five minutes unless additional time is needed for translation. Please state your name and address for the record before making your presentation.

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.

CONSENT CALENDAR:

All items on the consent calendar are considered 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.

1. Approve General Checks: November 20, 2025.
2. Approve Payroll: November 3, 2025, November 10, 2025, November 14, 2025.
3. Council find the action is not defined as a "project" per Section 15378(b)(5) of the CEQA Guidelines; and approve the cancellation of the regularly scheduled City Council meeting of January 6, 2026.
4. Council find the action is not defined as a "project" per Section 15378(b)(5) of the CEQA Guidelines. and reappoint Tim Unruh as a member of the Kern Mosquito and Vector Control District Board of Trustees for a two (2) year term, through December 31, 2027.
5. Council find that the action is not defined as a "project" per Section 15378(b)(4) of the CEQA Guidelines; authorize the City Manager to add a full-time Community Service Officer position within the Shafter Police Department's organizational structure as part of the operating budget; and authorize the City Manager to add one Records Technician position within the Shafter Police Department's organizational structure as part of the operating budget.
6. Council find that the approval of the final map is not defined as a "project" per Section 15378(b)(5) of the CEQA Guidelines; and approve the final map for Tract No. 7421.
7. Council find the action is not defined as a "project" per Section 15378(b)(4) of the CEQA Guidelines; approve the Agreement for the Completion of Public Improvements with Lennar Homes of California, LLC for Tract 7421 subject to review and approval by the City Attorney and City Engineer and authorize the City Manager to execute said agreement.
8. Council find the action is exempt from the California Environmental Quality Act; approve request for proposal documents for the 2025 Citywide Tree Trimming Project; and authorize the release of said project for formal bid purposes.
9. Council find the action is not defined as a "project" per Section 15378(b)(5) of the CEQA Guidelines; accept the public improvements constructed for Tract 6490 Phase 2; authorize the City Engineer to file a Notice of Completion and Acceptance of Work for the tract; and authorize the reduction of performance bond securities to 25% of the total construction cost to act as a warranty bond for a minimum of one year.
10. Council find the action is not defined as a "project" per Section 15378(b)(5) of the CEQA Guidelines; approve the low-bid quote for installation of fiber optic conduit and a vault associated with Phase 1 of the City's expansion plan to Pavletich Electric in the amount of \$54,391.

PUBLIC HEARINGS:

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. PUBLIC HEARING ON PROCEEDINGS FOR THE ANNEXATION OF TERRITORY TO CITY OF SHAFTER COMMUNITY FACILITIES DISTRICT NO. 0815 (ANNEXATION NO. 1): Council find the action is not defined as a “project”

per section 15378 of the CEQA Guidelines; open and conduct a public hearing on the annexation of territory to the City of Shafter Community Facilities District No. 0815, County of Kern, State of California (“Annexation No. 1”); take public testimony; close the public hearing; and then complete the following:

1. Adopt Resolution No. 3049, a Resolution of the City Council of the City of Shafter, California, Calling a Special Election and Submitting to the Qualified Electors of Territory Proposed to be Annexed to the City of Shafter Community Facilities District No. 0815, County of Kern, State of California the Question of Levying Special Taxes Within That Territory (Annexation No. 1);
2. Hold a special landowner election;
3. Adopt Resolution No. 3050, a Resolution of the City Council of the City of Shafter, California, Acting in its Capacity as the Legislative Body of the City of Shafter Community Facilities District No. 0815, County of Kern, State of California, Declaring the Results of the Special Election in Such Community Facilities District on the Proposition of the Annual Levy of Special Taxes Within the Territory Proposed to be Annexed to Said Community Facilities District to Pay the Cost of Certain Services to be Provided by the Community Facilities District, Determining that the Territory Proposed to be Annexed (Annexation No. 1) is Added to the Part of Said Community Facilities District with Full Legal Effect; and
4. Conduct a first reading of Ordinance No. 773, an Ordinance of the City Council of the City of Shafter, California, Acting in its Capacity as the Legislative Body of the City of Shafter Community Facilities District No. 0815, County of Kern, State of California, Authorizing the Levy of a Special Tax in Such Community Facilities District, Including Certain Annexation Territory Identified as Annexation No. 1.

ROLL CALL

MANAGEMENT REPORT:

1. **FIRST PUBLIC HYDROGEN AUTHORITY (FPH₂) MEMBERSHIP:** Council find the action is not defined as a “project” per Section 15378(b)(5) of the CEQA Guidelines; adopt Resolution No. 3051, a Resolution of the City Council of the City of Shafter approving the JPA Agreement and membership with the First Public Hydrogen Authority.

ROLL CALL

2. NEW COMMUNITY-BASED INTERNET BRAND AND WEBSITE DOMAIN

PRESENTATION AND APPROVAL: Council find the action is not defined as a “project” per Section 15378(b)(5) of the CEQA Guidelines; approve the community internet brand *Sol Net Fiber* and website domain, *shafterconnect.com*, to ensure Staff can prepare the site for new customer internet connections as early as January 2026.

ROLL CALL

CITY MANAGER COMMENTS AND REPORTS:

DEPARTMENT DIRECTOR COMMENTS AND REPORTS:

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 the 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., November 24, 2025. Yazmina Pallares, S/S, City Clerk

REMOTE PUBLIC PARTICIPATION IS ALLOWED IN THE FOLLOWING WAYS, SEE BELOW FOR INSTRUCTIONS.

1. You are strongly encouraged to observe the City Council meetings live via YouTube <https://www.youtube.com/user/CityofShafter/>
2. If you wish to make a comment on a specific agenda item or public comment, please submit your comment via email by **6:00 PM on December 2, 2025** to the City Clerk at CityClerk@shafter.com
3. If you wish to make a written comment to the City Clerk, 336 Pacific Avenue, Shafter, CA 93263.
4. If you wish to make a comment during the live meeting, callers must first register with the City Clerk at 661-746-5012 before the meeting begins to receive instructions and the call- in number and code. Please call by 5:00pm on the Monday prior to the City Council meeting to allow ample time for sign up. You will need to provide your name, phone number and the item number you wish to address.
5. All public comments are provided to the City Council and applicable Staff, for review and consideration by the Board prior to taking action on any matters listed on the agenda and are incorporated into the official record of the City Council meeting.

City of Shafter A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 0000-00-000-00-00-100010-
CHECK NO CHK DATE TYPE VENDOR NAME

				VOUCHER	INVOICE	Cash10755	INV DATE	PO	WARRANT	NET
				DOCUMENT	INVOICE	DTL	DESC			
288	11/20/2025	EFT	1394 AMERICAN BUSINESS MA	72476	836454		11/12/2025		112025	970.17
				70670						
Invoice: 836454				485.09	0100-10-405-26-00-510001-		CONTRACT USAGE CHARGE FOR 8/20-11/19/25 - BLDG			
				242.54	0100-10-145-13-00-510001-		Departmental Supplies			
				242.54	0100-10-405-27-00-510001-		Departmental Supplies			
				72537	837043		11/17/2025		112025	270.80
				70728						
Invoice: 837043				270.80	0100-10-140-10-00-510100-		CONTRACT OVERAGE 08/24/25-11/23/25 OVERAGE PERIOD			
							Service Agreements			
							CHECK	288	TOTAL:	1,240.97
289	11/20/2025	EFT	97 BEST BEST & KRIEGER	72544	1045216		11/11/2025		112025	8,891.57
				70736						
Invoice: 1045216				8,891.57	0815-40-400-19-04-510420-		FORMATION OF CFD (ZONE 0815) -LENNAR TRACT # 7421			
							Legal Services			
				72545	1045209		11/11/2025		112025	18,223.00
				70737						
Invoice: 1045209				18,223.00	0100-10-130-08-00-510420-		RETAINER LEGAL SERVICES THROUGH OCTOBER 31, 2025			
							Legal Services			
				72546	1045214		11/11/2025		112025	5,106.02
				70738						
Invoice: 1045214				5,106.02	0100-10-130-08-00-510420-		LEGAL SERVICES THROUGH OCTOBER 31, 2025			
							Legal Services			
				72548	1045217		11/11/2025		112025	1,653.60
				70739						
Invoice: 1045217				1,653.60	0100-10-130-08-00-510420-		OVERAGE RETAINER SERVICES THRU OCTOBER 31, 2025			
							Legal Services			
							CHECK	289	TOTAL:	33,874.19
290	11/20/2025	EFT	14425 CARLOS QUEZADA	72416	369393		11/07/2025		112025	270.00
				70610						
Invoice: 369393				270.00	0100-10-405-26-00-510300-		Fleet Carwash - Building			
							Vehicle Operations			
							CHECK	290	TOTAL:	270.00
291	11/20/2025	EFT	15101 WEX BANK - ACCOUNT 0	72540	NOINV 101025		10/10/2025		112025	40.00
				70731						
Invoice: NOINV 101025				40.00	0100-20-200-14-00-510302-FENT		POLICE-Fuel			
							Vehicle Operations - Fuel			

City of Shafter A/P CASH DISBURSEMENTS JOURNAL

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CHECK NO CHK DATE TYPE VENDOR NAME

				VOUCHER	INVOICE	Cash10755 INV DATE	PO	WARRANT	NET
				DOCUMENT		INVOICE DTL	DESC		
						CHECK	291	TOTAL:	40.00
1024976	11/20/2025	PRTD	1630	A & P DIESEL ELECT	72491 13135 70687	11/07/2025		112025	454.65
				Invoice: 13135		STREETS #415 - STARTER			
				454.65 0100-40-400-19-02-510204-		Equipment Repair			
						CHECK	1024976	TOTAL:	454.65
1024977	11/20/2025	PRTD	15329	ADVANCED DATA STORAG	72319 0221772 70516	10/25/2025		112025	41.30
				Invoice: 0221772		Shred Services for FIN, HR, Code Enf.			
				13.77 0100-10-140-10-00-510400-		Professional Services			
				13.77 0100-10-135-09-00-510400-		Professional Services			
				13.76 0100-10-405-27-00-510400-		Professional Services			
						CHECK	1024977	TOTAL:	41.30
1024978	11/20/2025	PRTD	10311	ALLIANT INSURANCE SE	72474 11132025 70668	11/13/2025		112025	784.00
				Invoice: 11132025		3rd QRT-2025 Event Insurance For Veterans Hall			
				784.00 0100-00-000-00-00-205323-		Rental Insurance Passthrough			
				.00 0100-00-000-00-00-205323-		Rental Insurance Passthrough			
						CHECK	1024978	TOTAL:	784.00
1024979	11/20/2025	PRTD	14652	AMAZON CAPITAL SERVI	72404 1GTF-W7WY-K49H 70600	11/10/2025		112025	122.00
				Invoice: 1GTF-W7WY-K49H		Departmental Supplies			
				122.00 0100-10-405-26-00-510001-		Departmental Supplies			
						11/12/2025		112025	60.93
				Invoice: 1197-D11K-9PXG		COPY PAPER - OFFICE SUPPLIES			
				60.93 0100-10-405-26-00-510000-		Office Supplies			
						11/13/2025		112025	245.92
				Invoice: 1WNL-Q6MN-94CW		Chairs for CM Department			
				245.92 0100-10-110-03-00-510001-		Departmental Supplies			
						11/13/2025		112025	39.63
				Invoice: 1K7M-H9VG-C1TF		Pens			
				39.63 0100-10-100-01-00-510802-		Community Promotion			
						11/13/2025		112025	36.45
				Invoice: 1WMG-XRXN-9KKJ					

City of Shafter

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CHECK NO CHK DATE TYPE VENDOR NAME

				VOUCHER	INVOICE	Cash10755	INV DATE	PO	WARRANT	NET
				DOCUMENT		INVOICE DTL	DESC			
Invoice: 1WMG-XRXN-9KKJ	36.45	0100-10-110-65-00-510001-		72496	1RWG-43CN-7TT1	11/13/2025	112025			12.86
				70688						
Invoice: 1RWG-43CN-7TT1	12.86	5002-40-400-20-00-510200-		72497	1H6V-TR4C-9QXQ	11/12/2025	112025			25.57
				70689						
Invoice: 1H6V-TR4C-9QXQ	25.57	5100-50-405-28-14-510205-		72498	19J6-GVXN-9VHM	11/12/2025	112025			268.11
				70690						
Invoice: 19J6-GVXN-9VHM	268.11	5100-50-405-28-90-510205-		72499	1H6V-TR4C-6LX3	11/12/2025	112025			29.69
				70691						
Invoice: 1H6V-TR4C-6LX3	29.69	5101-50-400-24-00-510202-		72509	1W3F-DR7M-CNM6	11/17/2025	112025			38.86
				70701						
Invoice: 1W3F-DR7M-CNM6	38.86	0100-10-405-26-00-510000-		72536	1P6L-M6NH-7QVR	11/05/2025	112025			954.53
				70727						
Invoice: 1P6L-M6NH-7QVR	954.53	0100-10-140-10-00-510202-		72551	1GLW-HF4J-CCDK	11/18/2025	112025			93.44
				70742						
Invoice: 1GLW-HF4J-CCDK	93.44	0100-10-110-03-00-510001-		72552	1P1K-P13D-9XF4	11/18/2025	112025			76.32
				70743						
Invoice: 1P1K-P13D-9XF4	67.75	0100-10-100-01-00-510000-								
	8.57	0100-10-120-05-00-510000-								
				72608	17KK-LWX9-1G4P	11/16/2025	112025			-50.39
				70794						
Invoice: 17KK-LWX9-1G4P	-7.56	0100-10-135-11-00-510000-								
	-42.83	0100-10-135-09-00-510000-								

City of Shafter A/P CASH DISBURSEMENTS JOURNAL

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				VOUCHER	INVOICE	Cash10755	INV DATE	PO	WARRANT	NET
				DOCUMENT	INVOICE DTL	DESC				
						CHECK	1024979	TOTAL:		1,953.92
1024980	11/20/2025	PRTD	1398	ARDURRA GROUP, INC.	71661 170147 69875	08/12/2025 14	112025			24,310.50
				Invoice: 170147		Core City Bike Lane Project Engineering				
				24,310.50	E ST00043 -20 -200 0100-60-400-19-02-580100-	-0200	Capital Prj.- Infrastructure			
						CHECK	1024980	TOTAL:		24,310.50
1024981	11/20/2025	PRTD	1569	BRAVOCARILLO, ANA M	72494 70685 70685	11/17/2025	112025			6.11
				Invoice: 70685		UB 115858 18280 THOMAS DEPOSIT REFUND Customer Deposits				
				6.11	5002-00-000-00-00-205300-	CHECK 1024981 TOTAL:				6.11
1024982	11/20/2025	PRTD	5180	BSK ASSOCIATES	72500 0111431 70692	11/14/2025 102	112025			7,052.50
				Invoice: 0111431		North Community Park- Materials Testing Services				
				7,052.50	E PK00008 -50 -515 0100-60-400-25-40-580200-	-0100	Capital Prj.- Buildings & Imp.			
						CHECK	1024982	TOTAL:		7,052.50
1024983	11/20/2025	PRTD	78	CALIFORNIA TURF EQUI	72366 697930 70562	11/10/2025	112025			108.74
				Invoice: 697930		PARKS - AIR FILTER/FUEL FILTER Equipment Repair				
				108.74	0100-30-400-25-00-510204-	CHECK 1024983 TOTAL:				108.74
1024984	11/20/2025	PRTD	233	CEN SAN JQN VALLEY R	72600 135NOINV11192025 70789	11/19/2025	112025			538.95
				Invoice: 135NOINV11192025		Reimbursement for overpayment: FR240251 work Comp Insurance				
				538.95	0100-20-200-14-00-500880-	CHECK 1024984 TOTAL:				538.95
1024985	11/20/2025	PRTD	974	CLEARGOV INC	72515 2025-18280 70707	11/06/2025	112025			8,593.29
				Invoice: 2025-18280		CLEARGOV SOFTWARE SUBSCRIPT TERM 11/06/25-11/05/26 Software Subscription Software Subscription				
				661.03	0100-10-125-06-00-510150-					
				661.03	0100-10-110-03-00-510150-					

City of Shafter A/P CASH DISBURSEMENTS JOURNAL

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				Cash10755				
				VOUCHER	INVOICE	INV DATE	PO	WARRANT
						NET		
				DOCUMENT	INVOICE DTL	DESC		
				661.03	0100-10-405-26-00-510150-	Software Subscription		
				661.02	0100-10-145-13-00-510150-	Software Subscription		
				661.02	0100-10-135-09-00-510150-	Software Subscription		
				661.02	0100-20-200-14-00-510150-	Software Subscription		
				661.02	0100-10-140-10-00-510150-	Software Subscription		
				661.02	5103-50-500-29-00-510150-	Software Subscription		
				661.02	0100-30-300-04-00-510150-	Software Subscription		
				661.02	0100-40-400-18-00-510150-	Software Subscription		
				661.02	0100-40-400-19-02-510150-	Software Subscription		
				661.02	5000-40-400-21-00-510150-	Software Subscription		
				661.02	5002-40-400-20-00-510150-	Software Subscription		
						CHECK	1024985	TOTAL: 8,593.29
1024986	11/20/2025	PRTD	10809 DAVID STEVENS WELDIN	72371	4944	11/06/2025	112025	285.00
				70567				
Invoice: 4944				285.00	0100-40-400-19-02-510204-	STREETS - DUMP TRUCK - REPAIR		
						Equipment Repair		
						CHECK	1024986	TOTAL: 285.00
1024987	11/20/2025	PRTD	206 DEE JASPAR & ASSOCIA	72367	25-01046	10/31/2025	20250372	112025 316.00
				70563				
Invoice: 25-01046				316.00		WATER - TANK #3 - PROFESSIONAL SERVICES		
				E WA00018	-10 -100	-0303		
				0303-60-400-20-00-580100-		Capital Prj.- Infrastructure		
				72369	25-01048	10/31/2025	20250333	112025 140.00
				70565		WATER - WELL #23 DEVELOPMENT		
Invoice: 25-01048				140.00		-5002		
				E WA00020	-20 -200			
				5002-60-400-20-00-580100-		Capital Prj.- Infrastructure		
				72370	25-01049	10/31/2025	112025	1,225.50
				70566		WATER - WELL #22 - DRILLING PROJECT		
Invoice: 25-01049				1,225.50		-		
				E WA00016	-10 -100			
				5002-60-400-20-00-580100-		Capital Prj.- Infrastructure		
				72503	25-01047	10/31/2025	11	112025 2,531.80
				70695		Design for the Santa Fe Way Roundabout Project		
Invoice: 25-01047				2,531.80		-0305		
				E ST00029	-20 -200			
				0305-60-400-19-02-580100-		Capital Prj.- Infrastructure		

City of Shafter A/P CASH DISBURSEMENTS JOURNAL

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				VOUCHER	INVOICE	Cash10755	INV DATE	PO	WARRANT	NET
				DOCUMENT	INVOICE	DTL	DESC			
						CHECK	1024987	TOTAL:		4,213.30
1024988	11/20/2025	PRTD	46 ISAAH MACK	72484 70677	811831	11/15/2025	35	112025		9,984.98
Invoice: 811831				2,496.26	0100-40-400-19-02-510202-	EOS Arrow Gold for Water, Streets, & Parks				
				2,496.24	0100-30-400-25-00-510202-	Hardware & Tools				
				2,496.24	5000-40-400-21-00-510202-	Hardware & Tools				
				2,496.24	5002-40-400-20-00-510202-	Hardware & Tools				
						CHECK	1024988	TOTAL:		9,984.98
1024989	11/20/2025	PRTD	1560 SAVINA REYES	72372 70568	2409	11/07/2025		112025		450.00
Invoice: 2409				450.00	0100-10-110-67-00-510400-	SEDAC - EAD - PHOTOBOTH PACKAGE				
						Professional Services				
						CHECK	1024989	TOTAL:		450.00
1024990	11/20/2025	PRTD	12171 FGL ENVIRONMENTAL	72504 70696	546111A	11/04/2025		112025		265.00
Invoice: 546111A				265.00	5002-40-400-20-00-510905-	BACTERIOLOGICAL TESTING FOR WATER SYSTEM				
						Water Testing/Samples				
				72505 70697	546197A	11/04/2025		112025		265.00
Invoice: 546197A				265.00	5002-40-400-20-00-510905-	BACTERIOLOGICAL TESTING FOR WATER SYSTEM				
						Water Testing/Samples				
				72506 70698	546198A	11/04/2025		112025		265.00
Invoice: 546198A				265.00	5002-40-400-20-00-510905-	BACTERIOLOGICAL TESTING FOR WATER SYSTEM				
						Water Testing/Samples				
				72507 70699	546412A	11/04/2025		112025		265.00
Invoice: 546412A				265.00	5002-40-400-20-00-510905-	BACTERIOLOGICAL TESTING FOR WATER SYSTEM				
						Water Testing/Samples				
				72508 70700	546607A	11/04/2025		112025		265.00
Invoice: 546607A				265.00	5002-40-400-20-00-510905-	BACTERIOLOGICAL TESTING FOR WATER SYSTEM				
						Water Testing/Samples				
				72510 70702	547349A	11/04/2025		112025		813.00
Invoice: 547349A				813.00	5002-40-400-20-00-510905-	BACTERIOLOGICAL TESTING FOR WATER SYSTEM				
						Water Testing/Samples				

City of Shafter A/P CASH DISBURSEMENTS JOURNAL

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				VOUCHER	INVOICE	Cash10755	INV DATE	PO	WARRANT	NET
				DOCUMENT		INVOICE	DTL	DESC		
				72511	547350A		11/04/2025		112025	207.00
				70703						
Invoice: 547350A						BACTERIOLOGICAL TESTING FOR WATER SYSTEM				
	207.00	5002-40-400-20-00-510905-				Water Testing/Samples				
				72512	547491A		11/06/2025		112025	633.00
				70704						
Invoice: 547491A						BACTERIOLOGICAL TESTING FOR WATER SYSTEM				
	633.00	5002-40-400-20-00-510905-				Water Testing/Samples				
				72513	547492A		11/06/2025		112025	207.00
				70705						
Invoice: 547492A						BACTERIOLOGICAL TESTING FOR WATER SYSTEM				
	207.00	5002-40-400-20-00-510905-				Water Testing/Samples				
				72514	547493A		11/06/2025		112025	431.00
				70706						
Invoice: 547493A						BACTERIOLOGICAL TESTING FOR WATER SYSTEM				
	431.00	5002-40-400-20-00-510905-				Water Testing/Samples				
				72516	547499A		11/06/2025		112025	35.00
				70708						
Invoice: 547499A						BACTERIOLOGICAL TESTING FOR WATER SYSTEM				
	35.00	5002-40-400-20-00-510905-				Water Testing/Samples				
				72517	547500A		11/06/2025		112025	741.00
				70709						
Invoice: 547500A						BACTERIOLOGICAL TESTING FOR WATER SYSTEM				
	741.00	5002-40-400-20-00-510905-				Water Testing/Samples				
				72519	547639A		11/07/2025		112025	103.00
				70710						
Invoice: 547639A						BACTERIOLOGICAL TESTING FOR WATER SYSTEM				
	103.00	5002-40-400-20-00-510905-				Water Testing/Samples				
				72520	547640A		11/07/2025		112025	65.00
				70711						
Invoice: 547640A						BACTERIOLOGICAL TESTING FOR WATER SYSTEM				
	65.00	5002-40-400-20-00-510905-				Water Testing/Samples				
						CHECK	1024990	TOTAL:		4,560.00
1024991	11/20/2025	PRTD	1567	GRAHAM, MICHAEL	72492	70683	11/17/2025		112025	127.52
					70683					
Invoice: 70683						UB 115690 1110 LERDO DEPOSIT REFUND				
	127.52	5002-00-000-00-00-205300-				Customer Deposits				
						CHECK	1024991	TOTAL:		127.52

City of Shafter

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 0000-00-000-00-00-100010-
CHECK NO CHK DATE TYPE VENDOR NAME

					Cash10755				
					INV DATE	PO	WARRANT	NET	
					DOCUMENT	INVOICE	DTL	DESC	
1024992	11/20/2025	PRTD	1568	GRAHAM, MICHAEL	72493 70684	70684	11/17/2025	112025	3.08
Invoice: 70684					3.08 5002-00-000-00-00-205300-		UB 115691 1110	LERDO DEPOSIT REFUND Customer Deposits	
							CHECK	1024992 TOTAL:	3.08
1024993	11/20/2025	PRTD	909	GRANICUS LLC	72607 218091	70793	11/10/2025	162 112025	2,752.15
Invoice: 218091					2,752.15 0100-10-405-26-00-510150-		SMARTGOV TRAINING	Software Subscription	
							CHECK	1024993 TOTAL:	2,752.15
1024994	11/20/2025	PRTD	1570	GUTIERREZ, STEPHANIE	72495 70686	70686	11/17/2025	112025	1.66
Invoice: 70686					1.66 5002-00-000-00-00-205300-		UB 115463 250	LOS ANGELES DEPOSIT REFUND Customer Deposits	
							CHECK	1024994 TOTAL:	1.66
1024995	11/20/2025	PRTD	2	HITCHCOCK'S AUTO PAR	72387 430522	70583	11/07/2025	112025	13.70
Invoice: 430522					13.70 5002-40-400-20-00-510001-		WATER - SLICK MIST INTE	Departmental Supplies	
							72388 430648	11/10/2025 112025	13.12
Invoice: 430648					13.12 0100-30-400-25-00-510001-		ALL PARKS - 7-WAY RV ROUND	Departmental Supplies	
							CHECK	1024995 TOTAL:	26.82
1024996	11/20/2025	PRTD	11455	JAS PACIFIC	72606 BI 15209	70792	11/08/2025	40 112025	18,187.80
Invoice: BI 15209					18,187.80 0100-10-405-26-00-510400-		JAS PACIFIC - PLAN CHECK AND INSPECTOR SERVICES	Professional Services	
							CHECK	1024996 TOTAL:	18,187.80
1024997	11/20/2025	PRTD	14379	KERN COUNTY SUPT OF	72521 70712	70712	11/17/2025	112025	92,058.77
Invoice: 70712					92,178.77 0100-00-000-00-00-205306-		OCT DEPOSIT	School Fee Deposits	
					-120.00 0100-10-405-26-00-410100-			Building Fees - Misc	

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CHECK NO CHK DATE TYPE VENDOR NAME

CASH ACCOUNT: 0000-00-000-00-00-100010-					Cash10755				
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
DOCUMENT						INVOICE DTL DESC			
						CHECK	1024997	TOTAL:	92,058.77
1024998	11/20/2025	PRTD	8865 KERN PLUMBING & BACK	72316	17555	11/06/2025		112025	6,630.00
Invoice: 17555				70513		WATER - BACK FLOW TESTING (78) Repairs & Maintenance			
6,630.00				5002-40-400-20-00-510200-		CHECK	1024998	TOTAL:	6,630.00
1024999	11/20/2025	PRTD	12379 KERN PRINT SERVICES	72475	55321	11/13/2025		112025	266.23
Invoice: 55321				70669		Business cards - Departmental Supplies Departmental Supplies			
266.23				0100-10-405-26-00-510001-			09/29/2025	112025	687.57
Invoice: 55013				72586	55013	New Business Cards - City Council Departmental Supplies			
687.57				0100-10-100-01-00-510001-		CHECK	1024999	TOTAL:	953.80
1025000	11/20/2025	PRTD	1572 MARK MEYER	72637	NOINV11192025	11/19/2025		112025	950.00
Invoice: NOINV11192025				70823		Uniform Allowance Uniform & Equipment Allowance			
950.00				0100-20-200-15-00-500502-		CHECK	1025000	TOTAL:	950.00
1025001	11/20/2025	PRTD	12238 MARY VALENTI	72588	NOINV11182025	11/13/2025		112025	500.00
Invoice: NOINV11182025				70781		Pre-Emp.Psych Exam: Assistant Police Chief B.Knox Recruitment			
500.00				0100-20-200-14-00-510115-		CHECK	1025001	TOTAL:	500.00
1025002	11/20/2025	PRTD	256 NOR SANITARY DISTRIC	72390	2483	11/06/2025		112025	33,618.13
Invoice: 2483				70585		WWTP - OUTFALL SEWER MANHOLE REHAB PHASE #6 Capital Prj.- Infrastructure			
33,618.13				E WW00009 -50 -525 -5000		CHECK	1025002	TOTAL:	33,618.13
				5000-60-400-21-00-580100-					

City of Shafter A/P CASH DISBURSEMENTS JOURNAL

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				VOUCHER	INVOICE	Cash10755 INV DATE	PO	WARRANT	NET
				DOCUMENT		INVOICE DTL DESC			
1025003	11/20/2025	PRTD	9992	O'REILLY AUTOMOTIVE	71816 2947-428968 70026	10/15/2025		112025	82.58
	Invoice: 2947-428968		82.58	0100-10-405-26-00-510300-		FLEET MAINTENANCE REPAIRS - UNIT 419 Vehicle Operations			
					72099 2947-416335 70300	07/23/2025		112025	36.43
	Invoice: 2947-416335		36.43	5003-40-140-12-00-510301-		TRANSIT TH-23 OIL FILTER 5QT MOTOR OIL Vehicle Operations - Supplies			
					72100 2947-419382 70301	08/13/2025		112025	64.27
	Invoice: 2947-419382		64.27	5003-40-140-12-00-510301-		TRANSIT T-21 BRAKE SHOES Vehicle Operations - Supplies			
					72106 2947-430091 70306	10/23/2025		112025	9.14
	Invoice: 2947-430091		9.14	5002-40-400-20-00-510300-		WATER #118 - GL - WIPER FLD Vehicle Operations			
					72107 2947-429767 70307	10/20/2025		112025	32.12
	Invoice: 2947-429767		32.12	5002-40-400-20-00-510300-		WATER #621 - MOTOR OIL Vehicle Operations			
					72109 2947-430738 70309	10/27/2025		112025	48.77
	Invoice: 2947-430738		48.77	5002-40-400-20-00-510202-		WATER - U-JOINT/SOCKET/PLIERS Hardware & Tools			
					72112 2947-431246 70312	10/31/2025		112025	42.34
	Invoice: 2947-431246		42.34	5101-50-400-24-00-510202-		SHOP - SCREWDRIVER/WRENCH SET Hardware & Tools			
					72179 2947-428736 70378	10/14/2025		112025	84.03
	Invoice: 2947-428736		84.03	0100-20-200-14-00-510300-		POLICE-Unit # 132 new battery Vehicle Operations			
					72180 2947-428969 70379	10/15/2025		112025	41.65
	Invoice: 2947-428969		41.65	0100-20-200-14-00-510300-		POLICE-Unit #204 5QT Motor oil and oil filter Vehicle Operations			
					72181 2947-429154 70380	10/16/2025		112025	341.59
	Invoice: 2947-429154		341.59	0100-20-200-14-00-510300-		POLICE-Unit #204 new battery Vehicle Operations			
					72182 2947-429737	10/20/2025		112025	16.53

City of Shafter A/P CASH DISBURSEMENTS JOURNAL

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				VOUCHER	INVOICE	Cash10755	INV DATE	PO	WARRANT	NET
				DOCUMENT		INVOICE DTL		DESC		
Invoice: 2947-429737				70381						
	16.53	0100-20-200-14-00-510300-				POLICE-Unit #204		air filter		
				72183	2947-430976		10/29/2025		112025	56.13
Invoice: 2947-430976				70382						
	56.13	0100-20-200-14-00-510300-				POLICE-Unit # 166		motor oil, oil filter, air filte		
				72185	2947-431269		10/31/2025		112025	58.17
Invoice: 2947-431269				70383						
	58.17	0100-20-200-14-00-510300-				POLICE-Unit #200		5QT motor oil, oil and air filter		
				72348	2947-424902		09/18/2025		112025	39.10
Invoice: 2947-424902				70544						
	39.10	0100-10-405-26-00-510300-				Vehicle Maintenance- CH-516				
	.00	0100-10-405-26-00-510300-				Vehicle Operations				
				72569	2947-415203		07/15/2025		112025	113.01
Invoice: 2947-415203				70761						
	113.01	0100-20-200-14-00-510300-				POLICE-Unit 160		Hub assembly		
				72572	2947-415363		07/16/2025		112025	-113.01
Invoice: 2947-415363				70764						
	-113.01	0100-20-200-14-00-510300-				POLICE-Credit for Unit 160		Hub assembly		
				0	2947-416107		07/21/2025		112025	215.07
Invoice: 2947-416107				70767						
	215.07	0100-20-200-14-00-510300-				POLICE-Unit #161		new battery		
				72575	2947-416108		07/21/2025		112025	-215.07
Invoice: 2947-416108				70768						
	-215.07	0100-20-200-14-00-510300-				POLICE-Credit for Unit #161		new battery		
						Vehicle Operations				
						CHECK		1025003	TOTAL:	952.85
1025004	11/20/2025	PRTD	21	OFFICE DEPOT BUSINES	72539	444241898001	11/10/2025		112025	70.58
Invoice: 444241898001				70730						
	10.03	0100-10-110-03-00-510000-				K Cups for small kitchen				
	10.03	0100-10-120-05-00-510000-				Office Supplies				
	10.03	0100-10-100-01-00-510000-				Office Supplies				
	10.02	0100-10-110-65-00-510000-				Office Supplies				
	30.47	0100-10-125-06-00-510000-				Office Supplies				

City of Shafter

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				VOUCHER	INVOICE	Cash10755 INV DATE	PO	WARRANT	NET
				DOCUMENT	INVOICE	DTL	DESC		
						CHECK	1025004	TOTAL:	70.58
1025005	11/20/2025	PRTD	14271	OILDALE MUTUAL WATER	72391 70586	NOINV - 10.20.2025	11/01/2025	112025	659.75
Invoice: NOINV - 10.20.2025				659.75	0808-40-400-19-04-510704-		WATER - ACCT #022109 - 3801 GREEN OAKS WAY - LANDS		
					72392 70587	NOINV - 10.19.2025	11/01/2025	112025	99.85
Invoice: NOINV - 10.19.2025				99.85	0808-40-400-19-04-510704-		WATER - ACCT #027677 - 9630 COBBLE CREEK DR		
					72393 70588	NOINV - 10.18.2025	11/01/2025	112025	551.05
Invoice: NOINV - 10.18.2025				551.05	0808-40-400-19-04-510704-		WATER - ACCT #027652 - 9600 AMBERDALE WAY (PARK)		
					72394 70589	NOINV - 10.17.2025	11/01/2025	112025	366.25
Invoice: NOINV - 10.17.2025				366.25	0808-40-400-19-04-510704-		WATER - ACCT #027676 - 3580 COMMUNITY DR - LANDSC		
					72395 70590	NOINV - 10.16.2025	11/01/2025	112025	34.30
Invoice: NOINV - 10.16.2025				34.30	0808-40-400-19-04-510704-		WATER - ACCT #022110 - 3801 GREEN OAKS WAY		
					72396 70591	NOINV - 10.15.2025	11/01/2025	112025	800.15
Invoice: NOINV - 10.15.2025				800.15	0808-40-400-19-04-510704-		WATER - ACCT #028745 - 3701 GREENWAY RANCH LN		
							CHECK	1025005	TOTAL: 2,511.35
1025006	11/20/2025	PRTD	4	PACIFIC GAS & ELECTR	72437 70631	2130406998-8 OCT 25	10/31/2025	112025	153.91
Invoice: 2130406998-8 OCT 25							ELECTRICAL CHARGES		
				41.57	0100-20-200-14-00-510707-		Power		
				5.00	0100-20-200-15-00-510707-		Power		
				8.33	0100-40-400-18-00-510707-		Power		
				8.94	0810-40-400-19-04-510707-		Power		
				23.09	0811-40-400-19-04-510707-		Power		
				22.79	5001-40-400-22-00-510707-		Power		
				15.07	5002-40-400-20-00-510707-		Power		
				8.33	5003-40-140-12-00-510707-		Power		
				4.16	5101-50-400-24-00-510707-		Power		
				16.63	5100-50-405-28-17-510707-		Power		
					72445 70639	2633336175-1 OCT 25	10/31/2025	112025	14.78

City of Shafter A/P CASH DISBURSEMENTS JOURNAL

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				VOUCHER	INVOICE	Cash10755	INV DATE	PO	WARRANT	NET
				DOCUMENT		INVOICE DTL		DESC		
Invoice: 2633336175-1 OCT 25				14.78	0811-40-400-19-04-510707-	ELECTRICAL CHARGES		Power		
						CHECK	1025006	TOTAL:		168.69
1025007	11/20/2025	PRTD	11867	PACIFIC TIRE	72485 46757 70678		10/20/2025		112025	707.31
Invoice: 46757				707.31	5003-40-140-12-00-510303-	TRANSIT TE-24 FOUR NEW TIRES		Vehicle Operations- Tires		
						CHECK	1025007	TOTAL:		707.31
1025008	11/20/2025	PRTD	6562	PEOPLEFACTS LLC	72469 2025100198 70663		11/01/2025		112025	93.36
Invoice: 2025100198				93.36	0100-20-200-14-00-510115-	Credit Reports: PD & Monitoring & Finance Fees		Recruitment		
						CHECK	1025008	TOTAL:		93.36
1025009	11/20/2025	PRTD	1622	QUILL CORPORATION	72487 46405683 70679		10/31/2025		112025	331.36
Invoice: 46405683				331.36	0100-10-140-10-00-510000-	office supplies		Office Supplies		
						CHECK	1025009	TOTAL:		331.36
1025010	11/20/2025	PRTD	15015	SHAFTER TRUE VALUE I	72382 2510-250310 70578		10/02/2025		112025	19.24
Invoice: 2510-250310				19.24	0100-40-400-19-02-510001-	STREETS - NIAGARA DIST WATER		Departmental Supplies		
							10/17/2025		112025	25.73
Invoice: 2510-252525				25.73	0100-40-400-19-02-510001-	STREETS - 32" PRO YEL ALU PIKSTICK		Departmental Supplies		
							10/21/2025		112025	77.80
Invoice: 2510-253249				77.80	5002-40-400-20-00-510200-	WATER - SEALANT/SOCKET/STAPS/THREADED/SxS/CAP		Repairs & Maintenance		
						CHECK	1025010	TOTAL:		122.77
1025011	11/20/2025	PRTD	14509	SHAFTER WASCO PUBLIS	72541 3811 70733		07/03/2025		112025	456.75
Invoice: 3811				456.75	0100-10-120-05-00-510104-	L&L Maintenance Districts FY 2025-2026		Advertising		

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				VOUCHER	INVOICE	Cash10755	INV DATE	PO	WARRANT	NET
				DOCUMENT	INVOICE	DTL	DESC			
				72467 70661	ZNVZ75		11/13/2025		112025	25.71
Invoice: ZNVZ75						OFFICE SUPPLIES	Office Supplies			
	25.71	0100-10-405-27-00-510000-								
				72477 70671	znx103		11/13/2025		112025	13.93
Invoice: znx103						DRILL BIT - REPAIRS & MAINTANCE	Repairs & Maintenance			
	13.93	0100-10-405-27-00-510200-								
				72522 70713	ZNPW45		11/11/2025		112025	3.85
Invoice: ZNPW45						WATER - CORRECTION TAPE WITE-OUT	Office Supplies			
	3.85	5002-40-400-20-00-510000-								
				72523 70714	ZNNX53		11/11/2025		112025	130.21
Invoice: ZNNX53						WATER - HOOK/SAW FOLDING/PAP TRI/CPLG/CAP	Repairs & Maintenance			
	130.21	5002-40-400-20-00-510200-								
				72524 70715	ZNNL48		11/11/2025		112025	17.13
Invoice: ZNNL48						SHOP - KEYS/CD TRIGGER SNAP W/RING	Departmental Supplies			
	17.13	5101-50-400-24-00-510001-								
				72525 70716	ZNRP60		11/12/2025		112025	14.77
Invoice: ZNRP60						SHOP - CUTOFF WHL 4.5X.040X7/8	Departmental Supplies			
	14.77	5101-50-400-24-00-510001-								
				72526 70717	ZNRH00		11/12/2025		112025	16.27
Invoice: ZNRH00						STREETS - LIGHTER/TUBE HEAR SHRINK	Streetlight Repair and Maint.			
	16.27	0100-40-400-19-02-510121-								
				72527 70718	ZNTJ70		11/12/2025		112025	25.70
Invoice: ZNTJ70						ALL PARKS - FORMULA 209 LEMON	Departmental Supplies			
	25.70	0100-30-400-25-00-510001-								
				72528 70719	ZNT885		11/12/2025		112025	63.26
Invoice: ZNT885						WATER - PAD KNEE/PUSHBROOM	Departmental Supplies			
	63.26	5002-40-400-20-00-510001-								
				72529 70720	ZNW038		11/13/2025		112025	142.77
Invoice: ZNW038						WATER - RAID/BIT SET/NAILS/ORGNIZER/GRASS KILLER	Departmental Supplies			
	109.35	5002-40-400-20-00-510001-				Hardware & Tools				
	33.42	5002-40-400-20-00-510202-								
				72530	ZNWZ88		11/13/2025		112025	12.86

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				VOUCHER	INVOICE	Cash10755	INV DATE	PO	WARRANT	NET
				DOCUMENT	INVOICE	DTL	DESC			
Invoice: ZNWZ88				70721						
	12.86	0100-40-400-19-02-510001-				STREETS - FILTER				
				72531	ZNXY67					
				70722			11/14/2025		112025	38.60
Invoice: ZNXY67										
	38.60	0100-40-400-19-02-510200-				STREETS - STRETCH FILM 20x1000				
				72532	ZNYK47					
				70723			11/14/2025		112025	8.14
Invoice: ZNYK47										
	8.14	0100-30-400-25-00-510202-				ALL PARKS - STARTER CORD UNIVRSL				
				72533	ZNYK88					
				70724			11/14/2025		112025	63.87
Invoice: ZNYK88										
	63.87	5002-40-400-20-00-510001-				WATER - TRUFUEL/TARP/LOVOC/SIMPLE GREEN				
				72534	ZNYL38					
				70725			11/14/2025		112025	62.46
Invoice: ZNYL38										
	62.46	5002-40-400-20-00-510200-				WATER - ELBOW/ADAPTER/UNION				
				72535	ZPD810					
				70726			11/17/2025		112025	34.30
Invoice: ZPD810										
	34.30	5101-50-400-24-00-510001-				SHOP - BLK EXTRA HVY/FRZR BG CLR				
				72560	ZPDQ29					
				70752			11/17/2025		112025	85.78
Invoice: ZPDQ29										
	85.78	0100-30-300-75-51-510804-				DOWNTOWN DECORTATIONS - NTL STDRD DTY SCW				
				72568	ZPGW59					
				70760			11/18/2025		112025	8.57
Invoice: ZPGW59										
	8.57	0100-30-300-75-51-510804-				DOWNTOWN DECORTATIONS - SUPER GLUE				
						CHECK	1025014	TOTAL:		1,310.90
1025015	11/20/2025	PRTD	452	STINSON STATIONERS	72488	49419-0				
					70680		11/13/2025	163	112025	806.62
Invoice: 49419-0										
	806.62	0100-10-110-03-00-510001-				Office Chair - M. James				
						CHECK	1025015	TOTAL:		806.62

City of Shafter

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CASH ACCOUNT: 0000-00-000-00-00-100010-
CHECK NO CHK DATE TYPE VENDOR NAME

				VOUCHER	INVOICE	Cash10755 INV DATE	PO	WARRANT	NET
				DOCUMENT		INVOICE DTL DESC			
1025016	11/20/2025	PRTD	1158	USDA RURAL DEVELOPME	71898 04-015-0956000795 70106	10/30/2025		112025	7,014.25
Invoice: 04-015-0956000795				1,514.25	8000-00-000-00-00-550000-	CASE 04-015-0956000795 CODE 91 INTEREST ON LOAN 02			
				5,500.00	8000-00-000-00-00-550100-	Interest Expense Principal Payments			
				CHECK 1025016 TOTAL:					7,014.25
1025017	11/20/2025	PRTD	15410	VERNON C SORENSON IN	72470 00591657-00 70664	10/31/2025		112025	722.00
Invoice: 00591657-00				722.00	0100-20-200-14-00-510115-	Pre-Emp. Medical Exam - B.Snyder Recruitment			
				CHECK 1025017 TOTAL:					722.00
1025018	11/20/2025	PRTD	930	WALLACE & SMITH CONT	72611 70797 70797	11/19/2025		112025	513.13
Invoice: 70797				513.13	5002-00-000-00-00-100101-	UB 116149 720 COMMERCE OVER PAYMENT AR - Utility Billing			
				CHECK 1025018 TOTAL:					513.13
1025019	11/20/2025	PRTD	1338	WESTROCK LLC	72547 Pay Est. #1(A) 70741	11/11/2025		112025	274,424.36
Invoice: Pay Est. #1(A)				274,424.36		2025 Residential Street (Reiker)			
					E ST00039.26-50 -525 -0207	Capital Prj.- Infrastructure			
				CHECK 1025019 TOTAL:					274,424.36
1025020	11/20/2025	PRTD	782	XIT INC	72481 INV207155 70674	08/29/2025 3		112025	4,800.00
Invoice: INV207155				4,800.00	5103-50-500-29-00-510400-	MSP Support Hours - Cybersecurity AW Managed Risk Professional Services			
				CHECK 1025020 TOTAL:					4,800.00

City of Shafter

A/P CASH DISBURSEMENTS JOURNAL

NUMBER OF CHECKS 49 *** CASH ACCOUNT TOTAL *** 596,638.09

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	45	561,212.93
TOTAL EFT'S	4	35,425.16

*** GRAND TOTAL *** 596,638.09

City of Shafter

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED
CLERK: 5292blopez

YEAR	PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2026	5	361										
APP	0100-00-000-00-00-205000-			11/20/2025	112025	112025			Accts Payable		197,392.73	
									AP CASH DISBURSEMENTS JOURNAL			
APP	0000-00-000-00-00-100010-			11/20/2025	112025	112025			Cash: Mission Bank Acct#10755			596,638.09
									AP CASH DISBURSEMENTS JOURNAL			
APP	0815-00-000-00-00-205000-			11/20/2025	112025	112025			Accts Payable		8,891.57	
									AP CASH DISBURSEMENTS JOURNAL			
APP	5002-00-000-00-00-205000-			11/20/2025	112025	112025			Accts Payable		17,218.48	
									AP CASH DISBURSEMENTS JOURNAL			
APP	5100-00-000-00-00-205000-			11/20/2025	112025	112025			Accts Payable		310.31	
									AP CASH DISBURSEMENTS JOURNAL			
APP	5101-00-000-00-00-205000-			11/20/2025	112025	112025			Accts Payable		142.39	
									AP CASH DISBURSEMENTS JOURNAL			
APP	5103-00-000-00-00-205000-			11/20/2025	112025	112025			Accts Payable		5,461.02	
									AP CASH DISBURSEMENTS JOURNAL			
APP	5000-00-000-00-00-205000-			11/20/2025	112025	112025			Accts Payable		36,775.39	
									AP CASH DISBURSEMENTS JOURNAL			
APP	0303-00-000-00-00-205000-			11/20/2025	112025	112025			Accts Payable		316.00	
									AP CASH DISBURSEMENTS JOURNAL			
APP	0305-00-000-00-00-205000-			11/20/2025	112025	112025			Accts Payable		2,531.80	
									AP CASH DISBURSEMENTS JOURNAL			
APP	5003-00-000-00-00-205000-			11/20/2025	112025	112025			Accts Payable		816.34	
									AP CASH DISBURSEMENTS JOURNAL			
APP	0808-00-000-00-00-205000-			11/20/2025	112025	112025			Accts Payable		2,511.35	
									AP CASH DISBURSEMENTS JOURNAL			
APP	0810-00-000-00-00-205000-			11/20/2025	112025	112025			Accts Payable		8.94	
									AP CASH DISBURSEMENTS JOURNAL			
APP	0811-00-000-00-00-205000-			11/20/2025	112025	112025			Accts Payable		37.87	
									AP CASH DISBURSEMENTS JOURNAL			
APP	5001-00-000-00-00-205000-			11/20/2025	112025	112025			Accts Payable		22.79	
									AP CASH DISBURSEMENTS JOURNAL			
APP	5004-00-000-00-00-205000-			11/20/2025	112025	112025			Accts Payable		42,762.50	
									AP CASH DISBURSEMENTS JOURNAL			
APP	8000-00-000-00-00-205000-			11/20/2025	112025	112025			Accts Payable		7,014.25	
									AP CASH DISBURSEMENTS JOURNAL			
APP	0207-00-000-00-00-205000-			11/20/2025	112025	112025			Accts Payable		274,424.36	
									AP CASH DISBURSEMENTS JOURNAL			
									GENERAL LEDGER TOTAL		596,638.09	596,638.09
APP	0000-00-000-00-00-209001-			11/20/2025	112025	112025			Due To 0100 - Gen Fund		197,392.73	
APP	0100-00-000-00-00-109000-			11/20/2025	112025	112025			Due From Funds - Cash Pool			197,392.73
APP	0000-00-000-00-00-209058-			11/20/2025	112025	112025			Due to 0815 - DT CFD		8,891.57	
APP	0815-00-000-00-00-109000-								Due From Funds - Cash Pool			8,891.57

City of Shafter

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
APP 0000-00-000-00-00-209038-	11/20/2025	112025	112025			Due To 5002 - Water Operat		17,218.48	
APP 5002-00-000-00-00-109000-	11/20/2025	112025	112025			Due From Funds - Cash Pool			17,218.48
APP 0000-00-000-00-00-209046-	11/20/2025	112025	112025			Due To 5100 - Facility Maint		310.31	
APP 5100-00-000-00-00-109000-	11/20/2025	112025	112025			Due From Funds - Cash Pool			310.31
APP 0000-00-000-00-00-209047-	11/20/2025	112025	112025			Due To 5101 - Vehicle Maint		142.39	
APP 5101-00-000-00-00-109000-	11/20/2025	112025	112025			Due From Funds - Cash Pool			142.39
APP 0000-00-000-00-00-209049-	11/20/2025	112025	112025			Due To 5103 - Info Tech		5,461.02	
APP 5103-00-000-00-00-109000-	11/20/2025	112025	112025			Due From Funds - Cash Pool			5,461.02
APP 0000-00-000-00-00-209036-	11/20/2025	112025	112025			Due To 5000 - Wastewtr Operat		36,775.39	
APP 5000-00-000-00-00-109000-	11/20/2025	112025	112025			Due From Funds - Cash Pool			36,775.39
APP 0000-00-000-00-00-209017-	11/20/2025	112025	112025			Due To 0303 - Water Conect		316.00	
APP 0303-00-000-00-00-109000-	11/20/2025	112025	112025			Due From Funds - Cash Pool			316.00
APP 0000-00-000-00-00-209019-	11/20/2025	112025	112025			Due To 0305 - Traffic Mit		2,531.80	
APP 0305-00-000-00-00-109000-	11/20/2025	112025	112025			Due From Funds - Cash Pool			2,531.80
APP 0000-00-000-00-00-209039-	11/20/2025	112025	112025			Due To 5003 - Transit Operat		816.34	
APP 5003-00-000-00-00-109000-	11/20/2025	112025	112025			Due From Funds - Cash Pool			816.34
APP 0000-00-000-00-00-209032-	11/20/2025	112025	112025			Due To 0808 - LLMD - 001-2015		2,511.35	
APP 0808-00-000-00-00-109000-	11/20/2025	112025	112025			Due From Funds - Cash Pool			2,511.35
APP 0000-00-000-00-00-209034-	11/20/2025	112025	112025			Due To 0810 - LLMD - 001-1998		8.94	
APP 0810-00-000-00-00-109000-	11/20/2025	112025	112025			Due From Funds - Cash Pool			8.94
APP 0000-00-000-00-00-209035-	11/20/2025	112025	112025			Due To 0811 - LLMD - 001-2009		37.87	
APP 0811-00-000-00-00-109000-	11/20/2025	112025	112025			Due From Funds - Cash Pool			37.87
APP 0000-00-000-00-00-209037-	11/20/2025	112025	112025			Due To 5001 - Refuse Operat		22.79	
APP 5001-00-000-00-00-109000-	11/20/2025	112025	112025			Due From Funds - Cash Pool			22.79

City of Shafter

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

YEAR PER	JNL								
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
APP 0000-00-000-00-00-209040-	11/20/2025	112025	112025			Due To 5004 - Telecom Operat		42,762.50	
APP 5004-00-000-00-00-109000-	11/20/2025	112025	112025			Due From Funds - Cash Pool			42,762.50
APP 0000-00-000-00-00-209050-	11/20/2025	112025	112025			Due To 8000 - N.Park/N.Sftr		7,014.25	
APP 8000-00-000-00-00-109000-	11/20/2025	112025	112025			Due From Funds - Cash Pool			7,014.25
APP 0000-00-000-00-00-209009-	11/20/2025	112025	112025			Due To 0207 - RMRA		274,424.36	
APP 0207-00-000-00-00-109000-	11/20/2025	112025	112025			Due From Funds - Cash Pool			274,424.36
SYSTEM GENERATED ENTRIES TOTAL								596,638.09	596,638.09
JOURNAL 2026/05/361 TOTAL								1,193,276.18	1,193,276.18

City of Shafter

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
0000	Pooled Cash Fund	2026	5	361	11/20/2025			
	0000-00-000-00-00-100010-					Cash: Mission Bank Acct#10755		596,638.09
	0000-00-000-00-00-209001-					Due To 0100 - Gen Fund	197,392.73	
	0000-00-000-00-00-209009-					Due To 0207 - RMRA	274,424.36	
	0000-00-000-00-00-209017-					Due To 0303 - Water Conect	316.00	
	0000-00-000-00-00-209019-					Due To 0305 - Traffic Mit	2,531.80	
	0000-00-000-00-00-209032-					Due To 0808 - LLMD - 001-2015	2,511.35	
	0000-00-000-00-00-209034-					Due To 0810 - LLMD - 001-1998	8.94	
	0000-00-000-00-00-209035-					Due To 0811 - LLMD - 001-2009	37.87	
	0000-00-000-00-00-209036-					Due To 5000 - Wastewtr Operat	36,775.39	
	0000-00-000-00-00-209037-					Due To 5001 - Refuse Operat	22.79	
	0000-00-000-00-00-209038-					Due To 5002 - Water Operat	17,218.48	
	0000-00-000-00-00-209039-					Due To 5003 - Transit Operat	816.34	
	0000-00-000-00-00-209040-					Due To 5004 - Telecom Operat	42,762.50	
	0000-00-000-00-00-209046-					Due To 5100 - Facility Maint	310.31	
	0000-00-000-00-00-209047-					Due To 5101 - Vehicle Maint	142.39	
	0000-00-000-00-00-209049-					Due To 5103 - Info Tech	5,461.02	
	0000-00-000-00-00-209050-					Due To 8000 - N.Park/N.Sftr	7,014.25	
	0000-00-000-00-00-209058-					Due to 0815 - DT CFD	8,891.57	
						FUND TOTAL	596,638.09	596,638.09
0100	General Fund	2026	5	361	11/20/2025			
	0100-00-000-00-00-109000-					Due From Funds - Cash Pool		197,392.73
	0100-00-000-00-00-205000-					Accts Payable	197,392.73	
						FUND TOTAL	197,392.73	197,392.73
0207	Road Maint & Rehab. Acct	2026	5	361	11/20/2025			
	0207-00-000-00-00-109000-					Due From Funds - Cash Pool		274,424.36
	0207-00-000-00-00-205000-					Accts Payable	274,424.36	
						FUND TOTAL	274,424.36	274,424.36
0303	Water Connection	2026	5	361	11/20/2025			
	0303-00-000-00-00-109000-					Due From Funds - Cash Pool		316.00
	0303-00-000-00-00-205000-					Accts Payable	316.00	
						FUND TOTAL	316.00	316.00
0305	Traffic Mitigation	2026	5	361	11/20/2025			
	0305-00-000-00-00-109000-					Due From Funds - Cash Pool		2,531.80
	0305-00-000-00-00-205000-					Accts Payable	2,531.80	
						FUND TOTAL	2,531.80	2,531.80
0808	LLMD - 001-2015	2026	5	361	11/20/2025			
	0808-00-000-00-00-109000-					Due From Funds - Cash Pool		2,511.35
	0808-00-000-00-00-205000-					Accts Payable	2,511.35	

City of Shafter

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
					FUND TOTAL	2,511.35	2,511.35
0810 LLMD - 001-1998 0810-00-000-00-00-109000- 0810-00-000-00-00-205000-	2026	5	361	11/20/2025	Due From Funds - Cash Pool Accts Payable	8.94	8.94
					FUND TOTAL	8.94	8.94
0811 LLMD - 001-2009 0811-00-000-00-00-109000- 0811-00-000-00-00-205000-	2026	5	361	11/20/2025	Due From Funds - Cash Pool Accts Payable	37.87	37.87
					FUND TOTAL	37.87	37.87
0815 CFD-0815 0815-00-000-00-00-109000- 0815-00-000-00-00-205000-	2026	5	361	11/20/2025	Due From Funds - Cash Pool Accts Payable	8,891.57	8,891.57
					FUND TOTAL	8,891.57	8,891.57
5000 Wastewater Operations 5000-00-000-00-00-109000- 5000-00-000-00-00-205000-	2026	5	361	11/20/2025	Due From Funds - Cash Pool Accts Payable	36,775.39	36,775.39
					FUND TOTAL	36,775.39	36,775.39
5001 Refuse Operations 5001-00-000-00-00-109000- 5001-00-000-00-00-205000-	2026	5	361	11/20/2025	Due From Funds - Cash Pool Accts Payable	22.79	22.79
					FUND TOTAL	22.79	22.79
5002 Water Operations 5002-00-000-00-00-109000- 5002-00-000-00-00-205000-	2026	5	361	11/20/2025	Due From Funds - Cash Pool Accts Payable	17,218.48	17,218.48
					FUND TOTAL	17,218.48	17,218.48
5003 Transit Operations 5003-00-000-00-00-109000- 5003-00-000-00-00-205000-	2026	5	361	11/20/2025	Due From Funds - Cash Pool Accts Payable	816.34	816.34
					FUND TOTAL	816.34	816.34
5004 Telecommunications Operations 5004-00-000-00-00-109000- 5004-00-000-00-00-205000-	2026	5	361	11/20/2025	Due From Funds - Cash Pool Accts Payable	42,762.50	42,762.50

City of Shafter

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
					FUND TOTAL	42,762.50	42,762.50
5100 Facility Maintenance	2026	5	361	11/20/2025			
5100-00-000-00-00-109000-					Due From Funds - Cash Pool		310.31
5100-00-000-00-00-205000-					Accts Payable	310.31	
					FUND TOTAL	310.31	310.31
5101 Vehicle Maintenance	2026	5	361	11/20/2025			
5101-00-000-00-00-109000-					Due From Funds - Cash Pool		142.39
5101-00-000-00-00-205000-					Accts Payable	142.39	
					FUND TOTAL	142.39	142.39
5103 Information Technology	2026	5	361	11/20/2025			
5103-00-000-00-00-109000-					Due From Funds - Cash Pool		5,461.02
5103-00-000-00-00-205000-					Accts Payable	5,461.02	
					FUND TOTAL	5,461.02	5,461.02
8000 North Park/North Shafter AD	2026	5	361	11/20/2025			
8000-00-000-00-00-109000-					Due From Funds - Cash Pool		7,014.25
8000-00-000-00-00-205000-					Accts Payable	7,014.25	
					FUND TOTAL	7,014.25	7,014.25

City of Shafter

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
0000 Pooled Cash Fund	596,638.09	
0100 General Fund		197,392.73
0207 Road Maint & Rehab. Acct		274,424.36
0303 Water Connection		316.00
0305 Traffic Mitigation		2,531.80
0808 LLMD - 001-2015		2,511.35
0810 LLMD - 001-1998		8.94
0811 LLMD - 001-2009		37.87
0815 CFD-0815		8,891.57
5000 Wastewater Operations		36,775.39
5001 Refuse Operations		22.79
5002 Water Operations		17,218.48
5003 Transit Operations		816.34
5004 Telecommunications Operations		42,762.50
5100 Facility Maintenance		310.31
5101 Vehicle Maintenance		142.39
5103 Information Technology		5,461.02
8000 North Park/North Shafter AD		7,014.25
TOTAL	596,638.09	596,638.09

** END OF REPORT - Generated by Brenda Lopez **

City of Shafter

DETAIL PROOF - FINAL REPORT

Pay Period 11/01/25 To 11/30/25

WARRANT: 110325 PAYROLL TYPE: COUNCIL

CHECK DATE: 11/03/2025

Earnings-Deductions Proof Summaries

DEDUCTION SUMMARY

DED	TYPE	EMPLOYEE AMT	EMPLOYER AMT	TOTAL AMT	EMPLOYEE GROSS	FICA/MED CALC
1000	FICA	54.06	54.06	108.12	871.96	x 12.40% = 108.12
1100	MEDICARE	12.66	12.66	25.32	871.96	x 2.90% = 25.29
2300	MEDICAL	250.00	8,013.00	8,263.00	900.00	
2310	DENTAL	228.04	196.51	424.55	900.00	
2320	VISION	0.00	82.90	82.90	900.00	
3000	FIT	0.00	0.00	0.00	871.96	
4000	SIT	0.00	0.00	0.00	871.96	
8300	CA SDI	16.20	0.00	16.20	1,350.00	
8310	CA UI	0.00	21.60	21.60	1,350.00	
9999	DIRECT DEP	789.04	0.00	789.04	1,350.00	

Total: 1,350.00 8,380.73

Total Females:	1	Gross Pay:	200.00
Total Males:	9	Gross Pay:	1,150.00
Total Employees:	10	Gross Pay:	1,350.00

Total Pre-Notes: 0

Available Cash Balance after payroll: -21,295,935.15

Total Cash Requirements:

Total Employee Checks:	0.00
Total Employee/Employer ACH Transactions:	789.04
Total Vendor Checks this payroll:	0.00
Total Vendor Checks other payrolls:	0.00
Total Vendor Electronic Transfers this payroll:	0.00
Total Vendor Electronic Transfers other payrolls:	0.00
Total Vendor Telephone Transfers this payroll:	0.00
Total Vendor Telephone Transfers other payrolls:	0.00

Total Cash Required: 789.04

Payments to be Processed:

Total Telephone Transfers: 0.00

Remaining Payroll Liabilities:

Total Employee/Employer (Check type = No check):	0.00
Total Pay Escrow:	0.00
Total Escrow Balance:	0.00
Total Invoices this payroll:	0.00
Total Invoices other payrolls:	0.00

APPROVED BY:

Isabel P.

City of Shafter

DETAIL PROOF - FINAL REPORT

Pay Period 11/10/25 To 11/10/25

WARRANT: 111025 PAYROLL TYPE: MISC

CHECK DATE: 11/10/2025

Earnings-Deductions Proof Summaries

DEDUCTION SUMMARY

DED	TYPE	EMPLOYEE AMT	EMPLOYER AMT	TOTAL AMT	EMPLOYEE GROSS	FICA/MED CALC
1000	FICA	318.21	318.21	636.42	5,132.45	X 12.40% = 636.42
1100	MEDICARE	74.43	74.43	148.86	5,132.45	X 2.90% = 148.84
3000	FIT	1,100.00	0.00	1,100.00	5,132.45	
4000	SIT	330.00	0.00	330.00	5,132.45	
8300	CA SDI	61.59	0.00	61.59	5,132.45	
8310	CA UI	0.00	0.00	0.00	5,132.45	
9999	DIRECT DEP	3,248.22	0.00	3,248.22	5,132.45	
Total:		5,132.45	392.64			

Total Females:	Gross Pay:	0.00
Total Males:	Gross Pay:	5,132.45
Total Employees:	Gross Pay:	5,132.45

Total Pre-Notes: 0

Available Cash Balance after payroll: -23,532,887.98

Total Cash Requirements:

Total Employee Checks:	0.00
Total Employee/Employer ACH Transactions:	3,248.22
Total Vendor Checks this payroll:	0.00
Total Vendor Checks other payrolls:	0.00
Total Vendor Electronic Transfers this payroll:	0.00
Total Vendor Electronic Transfers other payrolls:	0.00
Total Vendor Telephone Transfers this payroll:	0.00
Total Vendor Telephone Transfers other payrolls:	0.00

Total Cash Required: 3,248.22

Payments to be Processed:

Total Telephone Transfers: 0.00

Remaining Payroll Liabilities:

Total Employee/Employer (Check type = No check):	0.00
Total Pay Escrow:	0.00
Total Escrow Balance:	0.00
Total Invoices this payroll:	2,276.87
Total Invoices other payrolls:	-1,300.15
Total Checks/Invoices/EFT/Telephone transfers this payroll (deferred):	0.00
Total Checks/Invoices/EFT/Telephone transfers	

APPROVED BY:

Isaiah P.

City of Shafter

DETAIL PROOF - FINAL REPORT

Pay Period 10/25/25 To 11/07/25

WARRANT: 111425 PAYROLL TYPE: BIWEEKLY

CHECK DATE: 11/14/2025

Earnings-Deductions Proof Summaries

9999 DIRECT DEP	389,785.56	0.00	389,785.56	594,428.04
Total:	593,058.74	241,849.49		

Total Females:	62	Gross Pay:	183,146.54
Total Males:	89	Gross Pay:	411,281.50
Total Employees:	151	Gross Pay:	594,428.04

Total Pre-Notes: 0

Available Cash Balance after payroll: -23,933,123.54

Total Cash Requirements:

Total Employee Checks:	0.00
Total Employee/Employer ACH Transactions:	400,235.56
Total Vendor Checks this payroll:	0.00
Total Vendor Checks other payrolls:	0.00
Total Vendor Electronic Transfers this payroll:	0.00
Total Vendor Electronic Transfers other payrolls:	0.00
Total Vendor Telephone Transfers this payroll:	0.00
Total Vendor Telephone Transfers other payrolls:	0.00

Total Cash Required: 400,235.56

Payments to be Processed:

Total Telephone Transfers: 0.00

Remaining Payroll Liabilities:

Total Employee/Employer (Check type = No check):	36,447.76
Total Pay Escrow:	0.00
Total Escrow Balance:	0.00
Total Invoices this payroll:	283,899.82
Total Invoices other payrolls:	0.00
Total Checks/Invoices/EFT/Telephone transfers this payroll (deferred):	114,325.09
Total Checks/Invoices/EFT/Telephone transfers other payrolls (deferred):	0.00

Total Liabilities: 434,672.67

** END OF REPORT - Generated by Luis Campos **

APPROVED BY:





CITY OF SHAFTER CITY COUNCIL REPORT

MEETING DATE: December 2, 2025

DEPARTMENT: Yazmina Pallares, City Clerk

SUBJECT: CANCEL CITY COUNCIL MEETING OF JANUARY 6, 2026

RECOMMENDATION

Council find the action is not defined as a “project” per Section 15378(b)(5) of the CEQA Guidelines; and approve the cancellation of the regularly scheduled City Council meeting of January 6, 2026.

BACKGROUND

For your consideration, Staff is requesting cancellation of the regular City Council meeting on January 6, 2026. During the 7-work days prior to the January 6 City Council meeting, City employees will observe Christmas Eve, Christmas Day, New Year’s Eve and New Year’s Day. The holidays will be observed as follows:

Wednesday, December 24, 2025.

Thursday, December 25, 2025.

Wednesday, December 31, 2025.

Thursday, January 1, 2025.

Currently, there are no business matters that require immediate action by the City Council at that meeting. A special meeting can be scheduled should business matters requiring immediate attention arise prior to the next regular council meeting on Tuesday, January 20, 2026.

FISCAL IMPACT

None.

CEQA ANALYSIS

The action is not defined as a “project” per Section 15378(b)(5) of the CEQA Guidelines because the action is the cancellation of a regularly scheduled City Council meeting and therefore, it is organizational and administrative activity that will not result in direct or indirect physical changes to the environment and not subject to CEQA.

APPROVED BY THE CITY ATTORNEY

Not Applicable

ATTACHMENTS

CONSENT CALENDAR

None



CITY OF SHAFTER CITY COUNCIL REPORT

MEETING DATE: December 2, 2025

DEPARTMENT: Yazmina Pallares, City Clerk

SUBJECT: REAPPOINTMENT OF TIM UNRUH AS CITY OF SHAFTER
REPRESENTATIVE TO THE KERN MOSQUITO AND VECTOR
CONTROL DISTRICT BOARD OF TRUSTEES

RECOMMENDATION

Council find the action is not defined as a "project" per Section 15378(b)(5) of the CEQA Guidelines. and reappoint Tim Unruh as a member of the Kern Mosquito and Vector Control District Board of Trustees for a two (2) year term, through December 31, 2027.

BACKGROUND

Kern Mosquito and Vector Control District board member Tim Unruh term will expire on December 31, 2025.

The attached notice seeking interest to serve on the board was posted on October 9, 2025, at City Hall and outside the Council Chamber door. In addition, the notice was published as a display ad in the Shafter Press on October 9, 2025, and October 23, 2025.

Mr. Unruh has served as a board member appointed by the City of Shafter since November 5, 2019.

Mr. Unruh has filed a letter expressing his desire to continue serving as a board member. No other Letters of Interest for the vacancy were filed.

Kern Mosquito and Vector Control District Manager provided a letter of Recommendation of Appointment of Mr. Unruh (attached).

FISCAL IMPACT

None.

CEQA ANALYSIS

The action is not defined as a "project" per Section 15378(b)(5) of the CEQA Guidelines because the action is approval of reappointing a representative to the Kern Mosquito and Vector Control District Board of Trustees and therefore, it is organizational and

REAPPOINTMENT OF TIM UNRUH AS CITY OF SHAFTER REPRESENTATIVE TO THE KERN MOSQUITO AND VECTOR CONTROL DISTRICT BOARD OF TRUSTEES

administrative activity that will not result in direct or indirect physical changes to the environment and not subject to CEQA.

APPROVED BY THE CITY ATTORNEY

Not Applicable

ATTACHMENTS

1. Legal Notice 2025 10 03 CC Kern Mosquito and Vector Control District Letters of Interest v2
2. Tims Bio 2027 KMVCD
3. 2025 Unruh Reappointment Letter



**The City Council
seeks public interest to serve on the
Kern Mosquito & Vector Control District Board
(KMVCD)**

The Shafter City Council is seeking one individual for appointment to serve a 2-year term on the KMVCD Board beginning January 2026. Individuals interested in being considered must be a resident within the incorporated city limits and registered to vote upon appointment; and must submit a LETTER OF INTEREST with their name, address, telephone number, a statement why they are interested, and a résumé of work experience, education, and other qualifications, to the Shafter City Council, 336 Pacific Ave., Shafter CA 93263 by **5 p.m., Monday, November 3, 2025.**

The KMVCD's primary objective is the progressive elimination of mosquito breeding places; the objective to be accomplished by an educational service on control measures, performing services of temporary relief control, establishing projects of source reduction, using abatement procedure methods when necessary, and by general policy of cooperation.

The KMVCD board consists of 8 trustees: 4 appointed by the Kern County Board of Supervisors, and one each by the City Councils of Arvin, Bakersfield, Shafter, and Wasco. The KMVCD board meetings are held at the KMVCD Office, 4705 Allen Rd., the second Wednesday monthly, at 11:30 a.m. Compensation is \$100 monthly. Upon assuming office, the board member must file an Oath of Office, evidence of completion of a Fair Political Practices Commission (FPPC) ethics training course, and a FPPC Form 700 Disclosure Statement of Economic Interests; and maintain residency within the incorporated city limits throughout the term. Contact City Clerk Yazmina Pallares for information at 661-746-5000.

Letter of Interest for 2-year term – 2026/27
Kern Mosquito and Vector Control District

To Shafter City Council:

First, I want to thank the Shafter City Council for this appointment which has allowed me to participate in local government as a member of the Kern Mosquito and Vector Control District (KMVCD). These eight years have been a great opportunity to represent Shafter on the KMVCD board. I also wish to thank the Shafter City Council for your consideration to allow me to remain on the KMVCD board.

I am currently sitting as the past Chairman of the Board and currently on the Building Committee. I have worked to help plan for the upgrade the laboratory, refresh of the office and secure the shop area. The KMVCD is working to monitor and control the aggressive and potentially dangerous mosquitoes which have moved into our area. KMVCD has worked hard to facilitate control of these invasive mosquitoes by patrolling areas of concern, education, and continued public awareness in the Shafter area.

A little history about myself includes that fact that I am retired as the District Manager of the Kern County Cemetery District which includes the Shafter and the Wasco cemeteries where I was manager for 34 years. My education includes a B.A. in Agriculture Business with an emphasis in Economics from Tabor College with postgraduate work in Business from California State University Bakersfield. I currently have all the required certifications for Ethics and Harassment Training as required by California law.

Being a member of the KMVCD Board has allowed for my involvement with the Special District Risk Management Authority board as one of seven state representatives. SDRMA supplies various insurances to California local government which include cities, LAFCo's, JPA's and special districts such as our local cemetery and park and recreation districts. Being on the KMVCD also allows for my involvement of the Kern Countywide Oversight Board which, with the dissolution of RDA's, has fiduciary responsibility to the holders of enforceable obligations and the taxing entities that benefit from the distributions of property tax and other revenues.

I have been involved with many civic and community boards in the Shafter and Wasco communities including many years on a local school board. I am proud to be a director on the local Shafter Historical Society Board to help preserve our local heritage and have participated in other community involvements which include various youth programs and church boards.

Tim Unruh
661-332-3252

TRUSTEES
LARRY CARROLL
FLORN CORE
LANCE ELLIOT
FATIMA ARELLANO-GONZALEZ
LARRY JENNINGS
DAVID POLM
STEVEN RUETTIGERS
TIM UNRUH

CELEBRATING 100+ YEARS OF SERVICE TO THE COMMUNITY

1917



2025

MANAGER
LA THAO

SUPERINTENDENT
JOHN KROLNIK

**PUBLIC INFORMATION
OFFICER**
TERRY KNIGHT

KERN MOSQUITO AND VECTOR CONTROL DISTRICT

DISTRICT OFFICE

4705 ALLEN ROAD BAKERSFIELD, CALIFORNIA 93314

PH: (661) 589-2744 FAX: (661) 589-4913 E MAIL: kmvcd@kernmosquito.com

November 13, 2025

Shafter Council Chamber
City Council of the City of Shafter
Attention: Yazmina Pallares, City Clerk
336 Pacific Avenue
Shafter, CA 93263

Re: Recommendation for Reappointment of Mr. Timothy Unruh to the Kern Mosquito and Vector Control District Board of Trustees.

City Council Members:

I am writing on behalf of the Kern Mosquito and Vector Control District (District) to respectfully recommend the reappointment of Timothy Unruh to the District's Board of Trustees. Mr. Unruh's current term is set to expire on December 31, 2025, and we believe his continued service would greatly benefit the District and the community it serves.

During this tenure, Mr. Unruh has been a consistently active and engaged member of the Board and has held key leadership roles, including Board Secretary, Vice President, and Board President. He has demonstrated consistent commitment through regular attendance at regular Board, standing, and ad hoc committee meetings, and has played an important role in discussions on matters critical to the District's mission of protecting public health through effective mosquito and vector control.

Continuity on the Board is essential for the District's ongoing success. Mr. Unruh's knowledge of mosquitoes, vector-borne diseases, and the District's operations makes him an invaluable asset. His commitment and experience significantly enhance the District's ability to fulfill its mission effectively.

For these reasons, I strongly recommend the reappointment of Mr. Timothy Unruh to the Kern Mosquito and Vector Control District Board of Trustees.

Sincerely,

La H. Thao

La Thao
General Manager
Kern Mosquito and Vector Control District



CITY OF SHAFTER CITY COUNCIL REPORT

MEETING DATE: December 2, 2025

DEPARTMENT: Randy Milligan, Police Chief, Brian Knox, Assistant Chief of Police

SUBJECT: COMMUNITY SERVICE OFFICER AND RECORDS TECHNICIAN
ADDITION

RECOMMENDATION

Council find that the action is not defined as a “project” per Section 15378(b)(4) of the CEQA Guidelines; authorize the City Manager to add a full-time Community Service Officer position within the Shafter Police Department’s organizational structure as part of the operating budget; and authorize the City Manager to add one Records Technician position within the Shafter Police Department’s organizational structure as part of the operating budget.

BACKGROUND

The Shafter Police Department continues to experience growth in both its organizational capacity and the service demands of a rapidly expanding community. To meet these evolving needs, two staffing enhancements are proposed: the continuation of a full-time Community Service Officer (CSO) position and the addition of one Records Technician position.

The Community Service Officer position was initially funded through the Fentanyl Task Force grant during the 2025 calendar year. This role has played a key part in community engagement, particularly in youth education on drug prevention, opioid abuse awareness, and public outreach efforts. The CSO collaborates with local schools and community stakeholders, provides treatment and recovery information, and supports law enforcement operations through tip line responses, inter-agency collaboration, and data collection for narcotics investigations and child welfare cases. As the Fentanyl Task Force Grant is scheduled to expire at the end of 2025, continued funding for this vital position is necessary to maintain its benefits to the department and the public.

Simultaneously, the Records Division has faced a marked increase in workload following significant departmental growth and the implementation of advanced technologies including body-worn cameras, electronic citations, and digital court processing systems. Currently staffed by one Records Supervisor and one Records Technician, the division is responsible for data entry into multiple local, state, and federal databases, handling public records requests, background checks, and providing customer service. Increased demands have led to delays, affecting court processing

CONSENT CALENDAR

and investigations. The proposed addition of a second Records Technician will improve compliance with state-mandated recordkeeping, enhance public service delivery, and prepare for operations at the forthcoming South Area Police Substation, now expected to open in the second quarter of 2026.

FISCAL IMPACT

The estimated fully burdened annual cost of the Community Service Officer (CSO) position is \$116,442. However, the Police Department has implemented cost-saving measures to fully offset this cost by freezing one vacant officer position, resulting in annual savings of \$182,986. As a result, there is no net budget impact for Fiscal Year 2025/2026.

The estimated fully burdened annual cost of the additional Records Technician position is \$127,542. However, this position will be funded through existing salary savings from current vacancies and other unspent personnel appropriations. Therefore, no additional budget appropriation is required for Fiscal Year 2025/26. This need is considered critical to maintaining compliance, reducing processing delays, and preparing for the staffing requirements of the South Area Police Substation upon its anticipated opening in 2026.

CEQA ANALYSIS

The action is not defined as a “project” per Section 15378(b)(4) of the CEQA Guidelines because the action is the approval of two full-time positions with the Shafter Police Department and therefore, it is the creation of a governmental funding mechanism or other fiscal activity that does not involve any commitment to a specific project that can result in a potentially significant impact and not subject to CEQA

APPROVED BY THE CITY ATTORNEY

No

ATTACHMENTS

None



CITY OF SHAFTER CITY COUNCIL REPORT

MEETING DATE: December 2, 2025

DEPARTMENT: Alan Cazares, Associate Planner

SUBJECT: TRACT NO. 7421 FINAL MAP APPROVAL

RECOMMENDATION

Council find that the approval of the final map is not defined as a “project” per Section 15378(b)(5) of the CEQA Guidelines; and approve the final map for Tract No. 7421.

BACKGROUND

Tract No. 7421 has an area of 18.40 gross acres and consists of 97 residential lots. It is located in the Gossamer Grove Specific Plan area, west of the Lerdo Canal, north of Tract 7319 Phases 2-3. The Tentative Tract Map 7421 was approved by the City Council on March 21, 2023 and extended in March 2025.

Tract No. 7421 is being developed by Lennar Homes. The final map has been reviewed in accordance with Shafter Municipal Code Title 16 (Subdivision Ordinance), the Subdivision Map Act, and the approved Tentative Tract Map, and it has been found in substantial compliance with all requirements.

All improvements will be performed in accordance with the conditions of approval, City standards, and the approved plans for the development. No completed improvements have been accepted by City Council and will not be presented to the Council for acceptance until all are completed to the satisfaction of the City Engineer. Exhibit 1 of this report shows the location of the tract, and Exhibit 2 shows the final map for the tract as technically approved by City staff.

The developer has provided a performance bond equal to 100% of the engineer’s estimate, pending Council authorization. The developer has also provided a labor and materials bond equal to 100% of the engineer’s estimate. This is in compliance with the City’s Subdivision Ordinance (Municipal Code Title 16). The City of Shafter and the developer will sign an “Agreement for Completion of Public Improvements” for Tract 7421. Said agreement is also being considered for approval at the December 2nd City Council meeting and will be on file with the City Engineer. The Subdivision Improvement Agreement must be approved in order for this Final Map to be recorded with the Kern County Assessor-Recorder.

ANALYSIS:

The City Engineer has reviewed the map and finds that it meets the requirements of the Subdivision Map Act, the Subdivision Ordinance, and the approved Tentative Tract Map with approved alterations thereof. The City Surveyor has signed the map stating it is technically correct. The Planning Director has signed the map stating that it is substantially the same as it appeared on the approved Tentative Tract Map, and in accordance with any conditions. All applicable Conditions of Approval have been or shall be met prior to recording of the map, and the Final Map complies with Chapter 5 of Title 16. All necessary items for recordation have been, or will be, submitted: the signed Final Map on mylar, the Subdivision Title Guarantee, Original Tax Certificate, and a check with the appropriate fees made payable to the Kern County Recorder's Office. Staff now requests that the City Council authorize the recordation of the Final Map with the Kern County Recorder's Office.

ALTERNATIVES:

The Council could vote not to approve the final map, and it would not be recorded. In accordance with Government Code §66458, Council can only deny approval of the final map if it is determined that the map does not comply with the Subdivision Map Act or the local subdivision ordinance applicable at the time that the tentative map was conditionally approved. The attached final map is consistent with the approved tentative map, the approved substantial conformance map, and complies with the City of Shafter Subdivision Ordinance and the California Subdivision Map Act. Therefore, Staff does not recommend the alternative option. Staff recommends approval of the final map for Tract No. 7421.

NEXT STEPS:

If Council approves the final map, it will be signed by the City Clerk and appropriate staff. Once the Subdivision Improvement Agreement is also approved by City Council, the Final Map and Public Improvements Agreement will be filed with the Kern County Assessor/Recorder's Office for recording. The developer can apply for building permits once the final map is successfully recorded, subject to any remaining conditions of approval.

FISCAL IMPACT

There is no fiscal impact directly resulting from the approval of this final map. Indirectly, the approval may expedite the development of this residential tract. Development of residential projects typically results in increased one-time building related revenues and annual property tax revenues. These revenues are generally offset by the increased ongoing costs of providing services to the newly developed properties.

CEQA ANALYSIS

Final map approvals are ministerial. The action is not defined as a "project" per Section 15378(b)(5) of the CEQA Guidelines because the action is approval of a final map and therefore, it is organizational and administrative activity that will not result in direct or indirect physical changes to the environment that have not already been previously analyzed and not subject to CEQA.

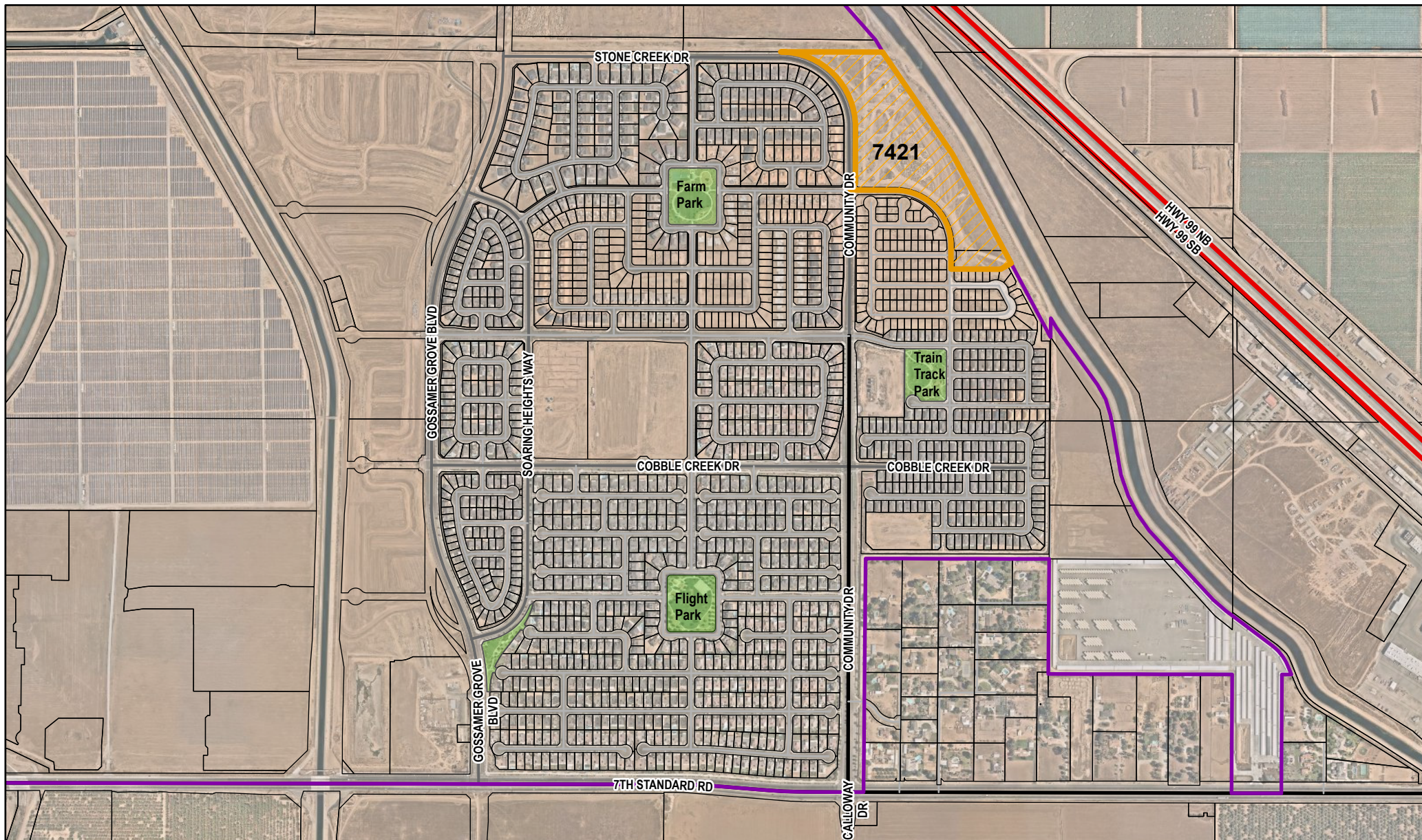
APPROVED BY THE CITY ATTORNEY

Not Applicable

ATTACHMENTS

1. Vicinity Map
2. Final Map 7421

VICINITY MAP - TRACT NO. 7421



Legend

Subdivisions

Type of Map

- TRACT
- City Limits
- Parcel Boundary

Road Centerlines

- Arterial
- Collector
- Highway
- Local

0 0.25 0.5 Miles

Scale: 1:14,000

OWNER’S STATEMENT

WE HEREBY STATE WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE, OR INTEREST IN AND TO, THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND THAT EXCEPT AS SHOWN ON THIS MAP AND STATEMENTS MADE A PART THEREOF, WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID PROPERTY AND WE CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINES AND HEREBY OFFER FOR DEDICATION TO THE PUBLIC ALL THE STREETS SHOWN UPON SAID MAP WITHIN SAID SUBDIVISION.

WE ALSO HEREBY DEDICATE TO THE PUBLIC ALL THE REAL PROPERTY LOCATED WITHIN THE STREET RIGHT-OF-WAY AS SHOWN UPON THE MAP, SAID PROPERTY TO BE USED FOR STREET AND PUBLIC UTILITY PURPOSES; SAID DEDICATION TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

WE ALSO HEREBY DEDICATE FOR PUBLIC USES THE "PUBLIC UTILITY EASEMENTS" (PUE) SHOWN ON SAID MAP FOR PUBLIC UTILITY PURPOSES INCLUDING ELECTRIC, GAS, COMMUNICATION FACILITIES AND ALL OTHER PUBLIC UTILITY PURPOSES; TOGETHER WITH ANY AND ALL APPURTENANCES THERETO, INCLUDING THE RIGHT FROM TIME TO TIME TO TRIM AND TO CUT DOWN AND CLEAR AWAY OR OTHERWISE CONTROL ANY TREES AND BRUSH. SAID DEDICATION TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

WE ALSO HEREBY DEDICATE FOR PUBLIC USE THE EASEMENTS FOR PEDESTRIANS ON THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "PEDESTRIAN EASEMENT" (PE) AS SHOWN ON SAID MAP, WITHIN SAID SUBDIVISION; SUCH STRIPS OF LAND TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

WE ALSO HEREBY DEDICATE TO THE CITY OF SHAFTER LOT 'A', AS SHOWN ON SAID MAP FOR PUBLIC LANDSCAPING, NATURE TRAIL, PRIMARY PASEO, PUBLIC UTILITIES AND PEDESTRIAN EASEMENT.

WE ALSO HEREBY DEDICATE TO THE CITY OF SHAFTER LOT 'B', AS SHOWN ON SAID MAP FOR PUBLIC LANDSCAPING, PRIMARY PASEO, PUBLIC UTILITIES AND PEDESTRIAN EASEMENT.

WE ALSO HEREBY WAIVE ALL RIGHTS OF DIRECT ACCESS FROM LOTS 60–88, 90 AND 91 TO LOT 'A' AS SHOWN ON SAID MAP.

WE ALSO HEREBY WAIVE ALL RIGHTS OF DIRECT ACCESS FROM LOTS 1–10, 13–22, 40–41, 51–52 AND 59 TO LOT 'B' AS SHOWN ON SAID MAP.

WE ALSO HEREBY WAIVE ALL RIGHTS OF DIRECT ACCESS FROM LOT 1 TO REDWOOD RIVER LANE AS SHOWN ON SAID MAP.

WE ALSO HEREBY WAIVE ALL RIGHTS OF DIRECT ACCESS FROM LOTS 11 AND 30 TO CASTLE HILL COURT AS SHOWN ON SAID MAP.

WE ALSO HEREBY WAIVE ALL RIGHTS OF DIRECT ACCESS FROM LOT 33 TO GLADEHILL COURT AS SHOWN ON SAID MAP.

WE ALSO HEREBY WAIVE ALL RIGHTS OF DIRECT ACCESS FROM LOTS 46, 47 AND 89 TO SPRING MANOR DRIVE AS SHOWN ON SAID MAP.

WE ALSO HEREBY WAIVE ALL RIGHTS OF DIRECT ACCESS FROM LOT 54 TO RIVERFAWN COURT AS SHOWN ON SAID MAP.

WE ALSO HEREBY WAIVE ALL RIGHTS OF DIRECT ACCESS FROM LOT 57 TO SECO CANYON WAY AS SHOWN ON SAID MAP.

WE ALSO HEREBY WAIVE ALL RIGHTS OF DIRECT ACCESS FROM LOT 97 TO EMERALD GROVE DRIVE AS SHOWN ON SAID MAP.

WE ALSO HEREBY WAIVE ALL RIGHTS OF DIRECT ACCESS ALONG THE FULL PERIMETER OF LOT 'A' EXCEPT WHERE LOT 'A' TOUCHES TRACT 7319 PHASE 2, STONE CREEK DRIVE, SECO CANYON WAY, SPRING MANOR DRIVE AND REDWOOD RIVER LANE AS SHOWN ON SAID MAP.

LENNAR HOMES OF CALIFORNIA, LLC

MIKE MILLER DATE
VICE PRESIDENT

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }

COUNTY OF _____ }

ON _____ BEFORE ME, _____, NOTARY PUBLIC,

PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE _____

PRINT NAME

MY COMMISSION EXPIRES _____

MY COMMISSION NO _____

PRINCIPAL PLACE OF BUSINESS _____ COUNTY

TRACT NO. 7421

CONSISTING OF 7 SHEETS IN THE CITY OF SHAFTER

MERGER AND RE-SUBDIVISION OF LOT 172 OF TRACT MAP NO. 7332, PHASE 2 RECORDED JULY 28, 2020, IN BOOK 64 OF MAPS, PAGES 67 THROUGH 78, IN THE OFFICE OF THE KERN COUNTY RECORDER AND THE REMAINDER OF LOT 84 OF TRACT MAP NO. 7314, PHASE 1 RECORDED MARCH 26, 2019, IN BOOK 63 OF MAPS, PAGES 48 THROUGH 54, IN THE OFFICE OF THE KERN COUNTY RECORDER, AS SHOWN ON TRACT NO. 7319, PHASE 3 RECORDED JULY 8, 2021, IN BOOK 65 OF MAPS, PAGES 4 THROUGH 6, IN THE OFFICE OF THE KERN COUNTY RECORDER, LOCATED IN THE NORTH HALF OF SECTION 31, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.

18.40 GROSS ACRES 97 RESIDENTIAL LOTS 2 LANDSCAPE LOTS

PURSUANT TO THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT, STATEMENTS CONSENTING TO THE PREPARATION AND RECORDATION OF THIS MAP HAVE BEEN OMITTED FOR THE FOLLOWING ENTITIES:

NAME	INTEREST
LERDO LAND COMPANY	MINERAL RIGHTS HOLDER BELOW A DEPTH OF 500 FEET WITHOUT THE RIGHT OF SURFACE ENTRY PER DOCUMENT NO. 000214091315, O.R. RECORDED AUGUST 5, 2014.
LERDO LAND COMPANY (LESSOR) & GRASSY HILL MANAGEMENT, INC., DE ANZA PETROLEUM CORPORATION, EDGAR SNEED, AND CHEMEX, INC. (LESSEE)	OIL AND GAS LEASE RECORDED OCTOBER 25, 1993 PER BOOK 6929, PAGE 1556, O.R.
OILDAL E MUTUAL WATER COMPANY	WATER PIPELINE EASEMENT RECORDED FEBRUARY 9, 2009 PER DOCUMENT NO. 0209017742, O.R.
OILDAL E MUTUAL WATER COMPANY	WATER PIPELINE EASEMENT RECORDED SEPTEMBER 16, 2021 PER DOCUMENT NO. 221175820, O.R. THAT PORTION OF SAID EASEMENT WITHIN LOT 52 ABANDONED BY QUITCLAIM DEED RECORDED AUGUST 21, 2025 PER DOCUMENT NO. 225097254, O.R.

CITY CLERK’S STATEMENT

THE CITY COUNCIL OF THE CITY OF SHAFTER HEREBY ORDERS THAT THE MAP OF TRACT NO. 7421 IS APPROVED, THAT ALL EASEMENTS AND ACCESS RIGHTS SHOWN UPON THIS MAP AND HEREON OFFERED FOR DEDICATION BE AND THE SAME ARE HEREBY ACCEPTED FOR THE PURPOSE OR PURPOSES FOR WHICH THE SAME ARE OFFERED, AND THAT THE STREETS SHOWN UPON THIS MAP AND HEREON OFFERED FOR DEDICATION BE AND THE SAME ARE HEREBY ACCEPTED FOR PUBLIC USE SUBJECT TO CONSTRUCTION OF ALL IMPROVEMENTS BY THE SUBDIVIDER AND ACCEPTANCE OF ALL IMPROVEMENTS BY THE CITY, AND THAT THOSE STREETS AND EASEMENTS NOTED TO BE ABANDONED ON THIS MAP ARE, IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP ACT, HEREBY ABANDONED. IT DIRECTS THE CLERK OF THIS COUNCIL TO ENDORSE UPON THE FACE OF THIS MAP, THIS ORDER AUTHENTICATED BY THE SEAL OF THE CITY COUNCIL OF THE CITY OF SHAFTER.

I HEREBY CERTIFY THAT THE FOREGOING ORDERS WERE APPROVED BY THE CITY COUNCIL OF THE CITY OF SHAFTER, AT A MEETING HELD _____.

YAZMINA PALLARES, CITY CLERK
CITY OF SHAFTER

ABANDONMENT NOTE

IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP ACT, THE FOLLOWING EASEMENTS ARE HEREBY ABANDONED WITHIN THE BOUNDARY OF THIS TRACT.
1. CITY OF SHAFTER STREET AND PUBLIC UTILITY PURPOSES PER TRACT NO. 7332, PHASE 2, RECORDED IN BOOK 64 OF MAPS, PAGE 67–78, K.C.R.
2. CITY OF SHAFTER STREET AND PUBLIC UTILITY PURPOSES PER DOCUMENT NO. 221104649, RECORDED JUNE 3, 2021, O.R.

RIGHT TO FARM NOTICE

IF YOUR REAL PROPERTY IS NEAR PROPERTY USED FOR AGRICULTURAL OPERATIONS, YOU MAY BE SUBJECT TO INCONVENIENCES OR DISCOMFORTS ARISING FROM SUCH OPERATIONS ON ANY 24 HOUR BASIS. SAID DISCOMFORTS MAY INCLUDE, BUT NOT BE LIMITED TO EQUIPMENT NOISES, ODORS FROM MANURE OR OTHER CHEMICALS, AND DUST OR SMOKE. THE CITY HAS DETERMINED THAT THE USE OF REAL PROPERTY FOR AGRICULTURAL OPERATIONS IS A HIGH PRIORITY AND FAVORED USE TO THE CITY AND KERN COUNTY AND WILL NOT BE CONSIDERED A NUISANCE FOR THOSE INCONVENIENCES OR DISCOMFORTS ARISING FROM AGRICULTURAL OPERATIONS, PROVIDED SUCH OPERATIONS ARE CONSISTENT WITH ACCEPTED CUSTOMS, STANDARDS, AND LAWS.

GENERAL NOTE

IF DURING GRADING OR CONSTRUCTION, ANY PLUGGED, ABANDONED, OR UNRECORDED OIL OR GAS WELLS ARE UNCOVERED OR DAMAGED, THE CALIFORNIA DEPARTMENT OF CONSERVATION/GEOLOGIC ENERGY MANAGEMENT DIVISION (CDC–CaGEM) SHALL BE CONTACTED TO INSPECT AND APPROVE ANY REMEDIATION REQUIRED.

IF ANY ABANDONED WATER WELLS ARE LOCATED WITHIN THE DEVELOPMENT OR DISCOVERED DURING EXCAVATION OR GRADING, THE KERN COUNTY PUBLIC HEALTH DEPARTMENT – ENVIRONMENTAL HEALTH SERVICES PROGRAM MUST BE CONTACTED TO OBTAIN INFORMATION FOR THE PROPER PERMITTING AND DESTRUCTION PROCEDURES.

SURVEYOR’S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LENNAR HOMES OF CALIFORNIA, LLC., A CALIFORNIA LIMITED LIABILITY COMPANY, DURING JULY 2017. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE APRIL 2026 AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

PRELIMINARY

KRISTIE M. ACHEE, P.L.S. 8189 DATE

NOTICE

A PRELIMINARY SOILS REPORT DATED JULY 31, 2018, HAS BEEN PREPARED BY KRAZAN & ASSOCIATES, INC. UNDER THE SIGNATURE OF DAVID R. JAROSZ, II, RGE 2698/RCE 60185 AND IS ON FILE IN THE OFFICE OF THE CITY BUILDING OFFICIAL.

CITY ENGINEER’S STATEMENT

I, RAVI S. PUDIPEDDI, HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OR APPROVED ALTERATIONS THEREOF; AND THAT 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.

PRELIMINARY

RAVI S. PUDIPEDDI, C. 75105 DATE
CITY ENGINEER, CITY OF SHAFTER

CITY SURVEYOR’S STATEMENT

I, ROLLAND J. VAN DE VALK, HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND TO THE BEST OF MY KNOWLEDGE AND BELIEF I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

PRELIMINARY

ROLLAND J. VAN DE VALK, P.L.S. 7214 DATE
CITY SURVEYOR, CITY OF SHAFTER

PLANNING DIRECTOR’S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF SHAFTER APPROVED OR CONDITIONALLY APPROVED THE TENTATIVE TRACT MAP AND APPLICABLE EXTENSIONS THEREOF AT THEIR MEETING HELD ON MARCH 21, 2023.

THE SUBDIVISION AS SHOWN ON THE FINAL MAP IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND IN ACCORDANCE WITH ANY CONDITIONS APPROVED BY THE CITY COUNCIL.

STEVE ESSELMAN DATE
PLANNING DIRECTOR, CITY OF SHAFTER

RECORDER’S STATEMENT

FILED IN BOOK _____ OF MAPS AT PAGE _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF KERN, THIS _____ DAY OF _____, 20__ AT _____M., AT THE REQUEST OF QK.

LAURA AVILA BY: _____
KERN COUNTY ASSESSOR/RECORDER DEPUTY RECORDER

Page 47 of 165

MERGER AND RE-SUBDIVISION OF LOT 172 OF TRACT MAP NO. 7332, PHASE 2 RECORDED JULY 28, 2020, IN BOOK 64 OF MAPS, PAGES 67 THROUGH 78, IN THE OFFICE OF THE KERN COUNTY RECORDER AND THE REMAINDER OF LOT 84 OF TRACT MAP NO. 7314, PHASE 1 RECORDED MARCH 26, 2019, IN BOOK 63 OF MAPS, PAGES 48 THROUGH 54, IN THE OFFICE OF THE KERN COUNTY RECORDER, AS SHOWN ON TRACT NO. 7319, PHASE 3 RECORDED JULY 8, 2021, IN BOOK 65 OF MAPS, PAGES 4 THROUGH 6, IN THE OFFICE OF THE KERN COUNTY RECORDER, LOCATED IN THE NORTH HALF OF SECTION 31, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.

① WATER PIPELINE EASEMENT IN FAVOR OF OILDALE MUTUAL WATER COMPANY PER DOCUMENT NO. 0209017742, O.R., RECORDED FEBRUARY 9, 2009.

② WATER PIPELINE EASEMENT IN FAVOR OF OILDALE MUTUAL WATER COMPANY PER DOCUMENT NO. 221175820, O.R., RECORDED SEPTEMBER 16, 2021. THAT PORTION OF SAID EASEMENT WITHIN LOT 52 ABANDONED BY QUITCLAIM DEED PER DOCUMENT NO. 225097254, O.R., RECORDED AUGUST 21, 2025.

IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP ACT, THE FOLLOWING EASEMENTS ARE HEREBY ABANDONED WITHIN THE BOUNDARY OF THIS TRACT.

1. CITY OF SHAFTER STREET AND PUBLIC UTILITY PURPOSES PER TRACT NO. 7332, PHASE 2, RECORDED IN BOOK 64 OF MAPS, PAGE 67-78, K.C.R.
2. CITY OF SHAFTER STREET AND PUBLIC UTILITY PURPOSES PER DOCUMENT NO. 221104649, RECORDED JUNE 3, 2021, O.R.

▲ FOUND AS DESCRIBED

()1 FOUND KCCSM W/2" BRASS CAP IN LH MKD WITH STATION AND DATE AS NOTED.

()R1 RECORD PER TRACT NO. 6761 RECORDED IN BOOK 59 OF MAPS, PAGES 42-45, K.C.R., OR CALCULATED THEREFROM.

()R2 RECORD PER RECORD OF SURVEY NO. 3222 RECORDED IN BOOK 27 OF RECORDS OF SURVEY, PAGE 188, K.C.R., OR CALCULATED THEREFROM.

()R3 RECORD PER LOT LINE ADJUSTMENT NO. 18-67 PER CERTIFICATE OF COMPLIANCE RECORDED AS DOCUMENT NO. 218076247, O.R., AND RECORD OF SURVEY NO. 3716 RECORDED IN BOOK 31 OF RECORDS OF SURVEY, PAGE 180, K.C.R., OR CALCULATED THEREFROM.

()R4 RECORD PER TRACT NO. 7315 RECORDED IN BOOK 62 OF MAPS, PAGES 107-111, K.C.R., OR CALCULATED THEREFROM.

()R5 RECORD PER TRACT NO. 7314, PHASE 1, RECORDED IN BOOK 63 OF MAPS, PAGES 48-54, K.C.R., OR CALCULATED THEREFROM.

()R6 RECORD PER TRACT NO. 7332, PHASE 1 RECORDED IN BOOK 63 OF MAPS, PAGES 143-149, K.C.R., OR CALCULATED THEREFROM.

()R7 RECORD PER TRACT NO. 7332, PHASE 2 RECORDED IN BOOK 64 OF MAPS, PAGES 67-78, K.C.R., OR CALCULATED THEREFROM.

()R8 RECORD PER TRACT NO. 7319, PHASE 2 RECORDED IN BOOK 65 OF MAPS, PAGES 1-3, K.C.R., OR CALCULATED THEREFROM.

()R9 RECORD PER TRACT NO. 7319, PHASE 3 RECORDED IN BOOK 65 OF MAPS, PAGES 4-6, K.C.R., OR CALCULATED THEREFROM.

()R10 RECORD PER TRACT NO. 7388, PHASE 1 RECORDED IN BOOK 67 OF MAPS, PAGES 30-44, K.C.R., OR CALCULATED THEREFROM.

()R11 RECORD PER TRACT NO. 7346, PHASE 1 RECORDED IN BOOK 64 OF MAPS, PAGES 156-159, K.C.R., OR CALCULATED THEREFROM.

NOTES:

ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.

SET 3/4" IRON PIPE MARKED PLS 8189 AT ALL REAR LOT CORNERS,
UNLESS INDICATED OTHERWISE, SCRIBE TOP OF CURB AND SET TAG PLS
8189 THEREON AT PROJECTION OF LOT LINE IN LIEU OF FRONT CORNERS.

IF DURING GRADING OR CONSTRUCTION, ANY PLUGGED, ABANDONED, OR UNRECORDED OIL OR GAS WELLS ARE UNCOVERED OR DAMAGED, THE CALIFORNIA DEPARTMENT OF CONSERVATION/GEOLOGIC ENERGY MANAGEMENT DIVISION (CDC-CalGEM) SHALL BE CONTACTED TO INSPECT AND APPROVE ANY REMEDIATION REQUIRED.

IF ANY ABANDONED WATER WELLS ARE LOCATED WITHIN THE DEVELOPMENT OR DISCOVERED DURING EXCAVATION OR GRADING, THE KERN COUNTY PUBLIC HEALTH DEPARTMENT – ENVIRONMENTAL HEALTH SERVICES PROGRAM MUST BE CONTACTED TO OBTAIN INFORMATION FOR THE PROPER PERMITTING AND DESTRUCTION PROCEDURES.

SEE SHEET 2 FOR BASIS OF BEARINGS.

FILED IN BOOK _____ OF MAPS AT PAGE _____ IN THE OFFICE OF THE
COUNTY RECORDER OF THE COUNTY OF KERN, THIS _____ DAY OF _____
20____ AT _____, M., AT THE REQUEST OF QK.

BY: _____
DEPUTY RECORDER

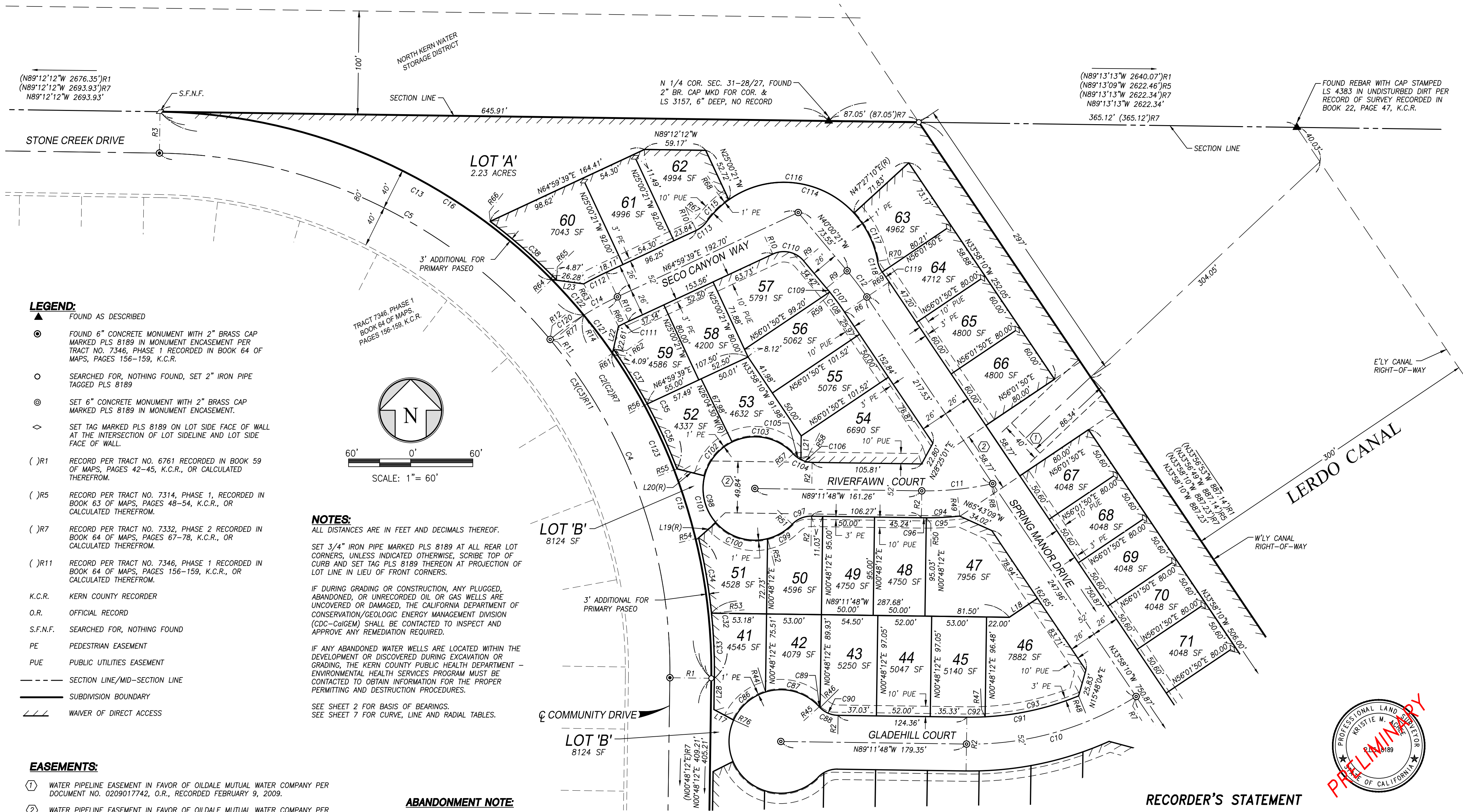


LOT & STREET OVERVIEW

TRACT NO. 7421

MERGER AND RE-SUBDIVISION OF LOT 172 OF TRACT MAP NO. 7332, PHASE 2 RECORDED JULY 28, 2020, IN BOOK 64 OF MAPS, PAGES 67 THROUGH 78, IN THE OFFICE OF THE KERN COUNTY RECORDER AND THE REMAINDER OF LOT 84 OF TRACT MAP NO. 7314, PHASE 1 RECORDED MARCH 26, 2019, IN BOOK 63 OF MAPS, PAGES 48 THROUGH 54, IN THE OFFICE OF THE KERN COUNTY RECORDER, AS SHOWN ON TRACT NO. 7319, PHASE 3 RECORDED JULY 8, 2021, IN BOOK 65 OF MAPS, PAGES 4 THROUGH 6, IN THE OFFICE OF THE KERN COUNTY RECORDER, LOCATED IN THE NORTH HALF OF SECTION 31, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.

18.40 GROSS ACRES 97 RESIDENTIAL LOTS 2 LANDSCAPE LOTS



LEGEND:

- ▲ FOUND AS DESCRIBED
- FOUND 6" CONCRETE MONUMENT WITH 2" BRASS CAP MARKED PLS 8189 IN MONUMENT ENCASEMENT PER TRACT NO. 7346, PHASE 1 RECORDED IN BOOK 64 OF MAPS, PAGES 156-159, K.C.R.
- SEARCHED FOR, NOTHING FOUND, SET 2" IRON PIPE TAGGED PLS 8189
- ⊙ SET 6" CONCRETE MONUMENT WITH 2" BRASS CAP MARKED PLS 8189 IN MONUMENT ENCASEMENT.
- ◇ SET TAG MARKED PLS 8189 ON LOT SIDE FACE OF WALL AT THE INTERSECTION OF LOT SIDELINE AND LOT SIDE FACE OF WALL.
- () R1 RECORD PER TRACT NO. 6761 RECORDED IN BOOK 59 OF MAPS, PAGES 42-45, K.C.R., OR CALCULATED THEREFROM.
- () R5 RECORD PER TRACT NO. 7314, PHASE 1, RECORDED IN BOOK 63 OF MAPS, PAGES 48-54, K.C.R., OR CALCULATED THEREFROM.
- () R7 RECORD PER TRACT NO. 7332, PHASE 2 RECORDED IN BOOK 64 OF MAPS, PAGES 67-78, K.C.R., OR CALCULATED THEREFROM.
- () R11 RECORD PER TRACT NO. 7346, PHASE 1 RECORDED IN BOOK 64 OF MAPS, PAGES 156-159, K.C.R., OR CALCULATED THEREFROM.

K.C.R. KERN COUNTY RECORDER
O.R. OFFICIAL RECORD
S.F.N.F. SEARCHED FOR, NOTHING FOUND
PE PEDESTRIAN EASEMENT
PUE PUBLIC UTILITIES EASEMENT
--- SECTION LINE/MID-SECTION LINE
--- SUBDIVISION BOUNDARY
/// WAIVER OF DIRECT ACCESS

EASEMENTS:

- WATER PIPELINE EASEMENT IN FAVOR OF OILDALE MUTUAL WATER COMPANY PER DOCUMENT NO. 0209017742, O.R., RECORDED FEBRUARY 9, 2009.
- WATER PIPELINE EASEMENT IN FAVOR OF OILDALE MUTUAL WATER COMPANY PER DOCUMENT NO. 221175820, O.R., RECORDED SEPTEMBER 16, 2021. THAT PORTION OF SAID EASEMENT WITHIN LOT 52 ABANDONED BY QUITCLAIM DEED PER DOCUMENT NO. 225097254, O.R., RECORDED AUGUST 21, 2025.

NOTES:

ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.

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IF DURING GRADING OR CONSTRUCTION, ANY PLUGGED, ABANDONED, OR UNRECORDED OIL OR GAS WELLS ARE UNCOVERED OR DAMAGED, THE CALIFORNIA DEPARTMENT OF CONSERVATION/GEOLGIC ENERGY MANAGEMENT DIVISION (CDC-CaGEM) SHALL BE CONTACTED TO INSPECT AND APPROVE ANY REMEDIATION REQUIRED.

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SEE SHEET 2 FOR BASIS OF BEARINGS.
SEE SHEET 7 FOR CURVE, LINE AND RADIAL TABLES.

ABANDONMENT NOTE:

IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP ACT, THE FOLLOWING EASEMENTS ARE HEREBY ABANDONED WITHIN THE BOUNDARY OF THIS TRACT.

- CITY OF SHAFTER STREET AND PUBLIC UTILITY PURPOSES PER TRACT NO. 7332, PHASE 2, RECORDED IN BOOK 64 OF MAPS, PAGE 67-78, K.C.R.
- CITY OF SHAFTER STREET AND PUBLIC UTILITY PURPOSES PER DOCUMENT NO. 221104649, RECORDED JUNE 3, 2021, O.R.

RECORDER'S STATEMENT

FILED IN BOOK _____ OF MAPS AT PAGE _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF KERN, THIS _____ DAY OF _____, 20____ AT _____, M., AT THE REQUEST OF QK.

LAURA AVILA
KERN COUNTY ASSESSOR/RECORDER

BY: _____
DEPUTY RECORDER

SHEET 4 OF 7



PRELIMINARY

SEE SHEET 5

TRACT NO. 7421

LEGEND:

- FOUND 6" CONCRETE MONUMENT WITH 2" BRASS CAP MARKED PLS 8189 IN MONUMENT ENCASEMENT PER TRACT NO. 7332, PHASE 2 RECORDED IN BOOK 64 OF MAPS, PAGES 67-78, K.C.R. AND TRACT NO. 7346, PHASE 1 RECORDED IN BOOK 64 OF MAPS, PAGES 156-159, K.C.R.
- FOUND 6" CONCRETE MONUMENT WITH 2" BRASS CAP MARKED LS 7595 PER TRACT NO. 7319, PHASE 2 RECORDED IN BOOK 65 OF MAPS, PAGES 1-3, K.C.R. AND TRACT NO. 7319, PHASE 3 RECORDED IN BOOK 66 OF MAPS, PAGES 4-6, K.C.R.
- SEARCHED FOR, NOTHING FOUND, SET 2" IRON PIPE TAGGED PLS 8189
- SET 6" CONCRETE MONUMENT WITH 2" BRASS CAP MARKED PLS 8189 IN MONUMENT ENCASEMENT.
- SET TAG MARKED PLS 8189 ON LOT SIDE FACE OF WALL AT THE INTERSECTION OF LOT SIDELINE AND LOT SIDE FACE OF WALL.
- (R1) RECORD PER TRACT NO. 6761 RECORDED IN BOOK 59 OF MAPS, PAGES 42-45, K.C.R., OR CALCULATED THEREFROM.
- (R5) RECORD PER TRACT NO. 7314, PHASE 1, RECORDED IN BOOK 63 OF MAPS, PAGES 48-54, K.C.R., OR CALCULATED THEREFROM.
- (R7) RECORD PER TRACT NO. 7332, PHASE 2 RECORDED IN BOOK 64 OF MAPS, PAGES 67-78, K.C.R., OR CALCULATED THEREFROM.
- (R8) RECORD PER TRACT NO. 7319, PHASE 2 RECORDED IN BOOK 65 OF MAPS, PAGES 1-3, K.C.R., OR CALCULATED THEREFROM.
- (R9) RECORD PER TRACT NO. 7319, PHASE 3 RECORDED IN BOOK 65 OF MAPS, PAGES 4-6, K.C.R., OR CALCULATED THEREFROM.
- (R11) RECORD PER TRACT NO. 7346, PHASE 1 RECORDED IN BOOK 64 OF MAPS, PAGES 156-159, K.C.R., OR CALCULATED THEREFROM.
- K.C.R. KERN COUNTY RECORDER
- O.R. OFFICIAL RECORD
- S.F.N.F. SEARCHED FOR, NOTHING FOUND
- PE PEDESTRIAN EASEMENT
- PUE PUBLIC UTILITIES EASEMENT
- SUBDIVISION BOUNDARY
- WAIVER OF DIRECT ACCESS

ABANDONMENT NOTE:

IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP ACT, THE FOLLOWING EASEMENTS ARE HEREBY ABANDONED WITHIN THE BOUNDARY OF THIS TRACT.

- CITY OF SHAFTER STREET AND PUBLIC UTILITY PURPOSES PER TRACT NO. 7332, PHASE 2, RECORDED IN BOOK 64 OF MAPS, PAGE 67-78, K.C.R.
- CITY OF SHAFTER STREET AND PUBLIC UTILITY PURPOSES PER DOCUMENT NO. 221104649, RECORDED JUNE 3, 2021, O.R.

WELL:

- NATURAL GAS CORPORATION OF CALIFORNIA "KAISER LERDO" 1, A.P.I. NO. 029-78467, (1,000 FEET SOUTH AND 2,535 FEET WEST FROM THE NE CORNER SEC. 31-28/27) PLUGGED & ABANDONED DRY HOLE JUNE 1986

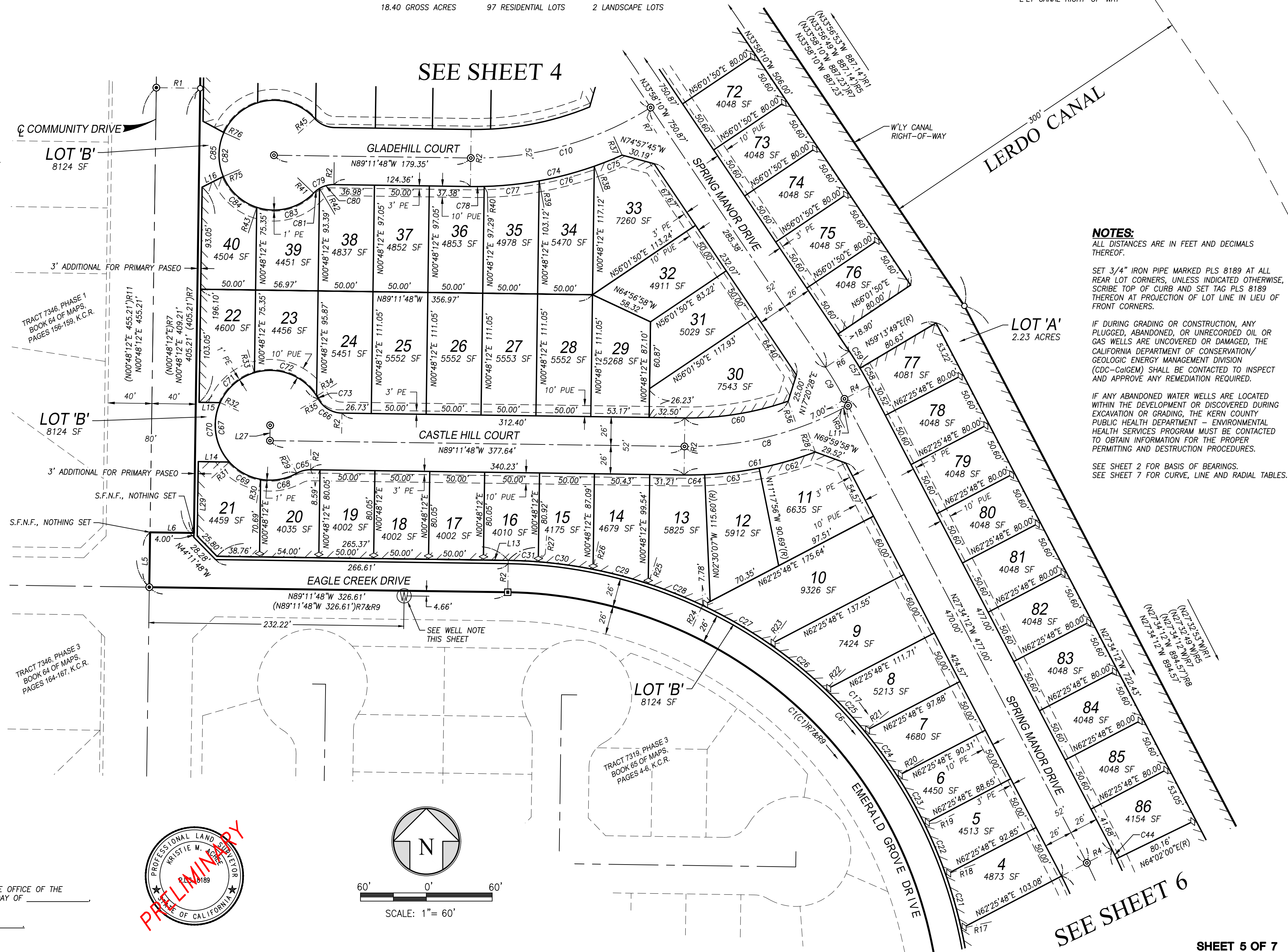
RECORDER'S STATEMENT

FILED IN BOOK _____ OF MAPS AT PAGE _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF KERN, THIS _____ DAY OF _____ 20____ AT _____ M., AT THE REQUEST OF QK.

LAURA AVILA _____ BY: _____
KERN COUNTY ASSESSOR/RECORDER DEPUTY RECORDER

MERGER AND RE-SUBDIVISION OF LOT 172 OF TRACT MAP NO. 7332, PHASE 2 RECORDED JULY 28, 2020, IN BOOK 64 OF MAPS, PAGES 67 THROUGH 78, IN THE OFFICE OF THE KERN COUNTY RECORDER AND THE REMAINDER OF LOT 84 OF TRACT MAP NO. 7314, PHASE 1 RECORDED MARCH 26, 2019, IN BOOK 63 OF MAPS, PAGES 48 THROUGH 54, IN THE OFFICE OF THE KERN COUNTY RECORDER, AS SHOWN ON TRACT NO. 7319, PHASE 3 RECORDED JULY 8, 2021, IN BOOK 65 OF MAPS, PAGES 4 THROUGH 6, IN THE OFFICE OF THE KERN COUNTY RECORDER, LOCATED IN THE NORTH HALF OF SECTION 31, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.

18.40 GROSS ACRES 97 RESIDENTIAL LOTS 2 LANDSCAPE LOTS



NOTES:

ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.

SET 3/4" IRON PIPE MARKED PLS 8189 AT ALL REAR LOT CORNERS, UNLESS INDICATED OTHERWISE, SCRIBE TOP OF CURB AND SET TAG PLS 8189 THEREON AT PROJECTION OF LOT LINE IN LIEU OF FRONT CORNERS.

IF DURING GRADING OR CONSTRUCTION, ANY PLUGGED, ABANDONED, OR UNRECORDED OIL OR GAS WELLS ARE UNCOVERED OR DAMAGED, THE CALIFORNIA DEPARTMENT OF CONSERVATION/ GEOLOGIC ENERGY MANAGEMENT DIVISION (CDC-CaGEM) SHALL BE CONTACTED TO INSPECT AND APPROVE ANY REMEDIATION REQUIRED.

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SEE SHEET 2 FOR BASIS OF BEARINGS.
SEE SHEET 7 FOR CURVE, LINE AND RADIAL TABLES.

TRACT NO. 7421

MERGER AND RE-SUBDIVISION OF LOT 172 OF TRACT MAP NO. 7332, PHASE 2 RECORDED JULY 28, 2020, IN BOOK 64 OF MAPS, PAGES 67 THROUGH 78, IN THE OFFICE OF THE KERN COUNTY RECORDER AND THE REMAINDER OF LOT 84 OF TRACT MAP NO. 7314, PHASE 1 RECORDED MARCH 26, 2019, IN BOOK 63 OF MAPS, PAGES 48 THROUGH 54, IN THE OFFICE OF THE KERN COUNTY RECORDER, AS SHOWN ON TRACT NO. 7319, PHASE 3 RECORDED JULY 8, 2021, IN BOOK 65 OF MAPS, PAGES 4 THROUGH 6, IN THE OFFICE OF THE KERN COUNTY RECORDER, LOCATED IN THE NORTH HALF OF SECTION 31, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.

18.40 GROSS ACRES 97 RESIDENTIAL LOTS 2 LANDSCAPE LOTS

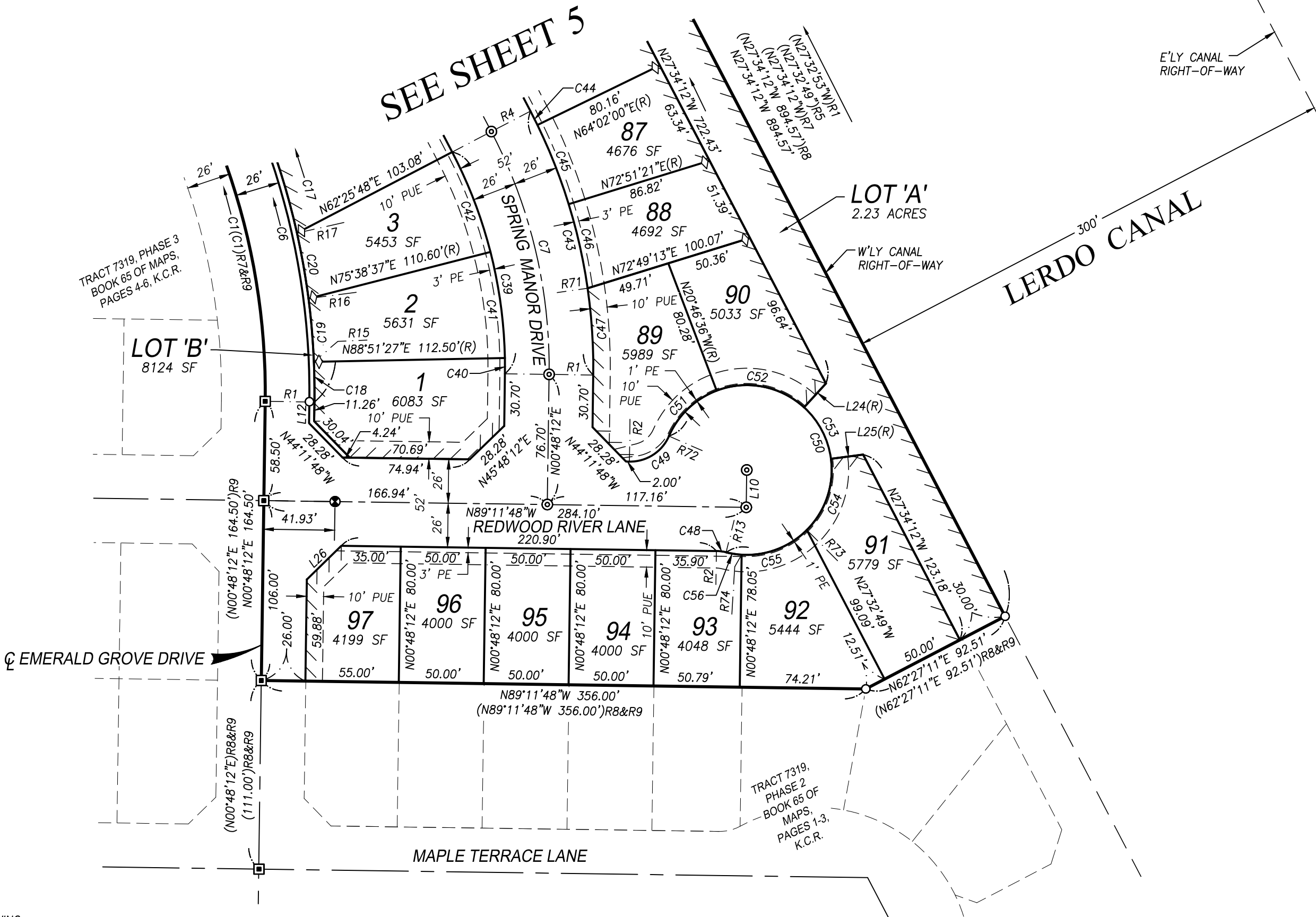
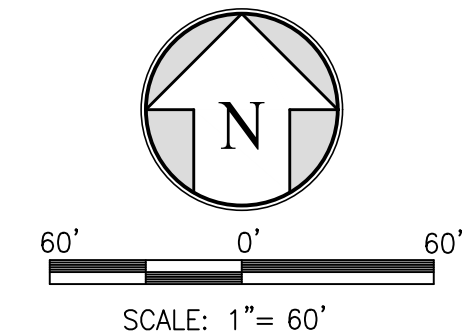
LEGEND:

- ▲ FOUND AS DESCRIBED
- FOUND 6" CONCRETE MONUMENT WITH 2" BRASS CAP MARKED LS 7972, NOT OF RECORD
- FOUND 6" CONCRETE MONUMENT WITH 2" BRASS CAP MARKED LS 7595 PER TRACT NO. 7319, PHASE 2 RECORDED IN BOOK 65 OF MAPS, PAGES 1-3, K.C.R. AND TRACT NO. 7319, PHASE 3 RECORDED IN BOOK 66 OF MAPS, PAGES 4-6, K.C.R.
- SEARCHED FOR, NOTHING FOUND, SET 2" IRON PIPE TAGGED PLS 8189
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- ◇ SET TAG MARKED PLS 8189 ON LOT SIDE FACE OF WALL AT THE INTERSECTION OF LOT SIDELINE AND LOT SIDE FACE OF WALL.
- ()R1 RECORD PER TRACT NO. 6761 RECORDED IN BOOK 59 OF MAPS, PAGES 42-45, K.C.R., OR CALCULATED THEREFROM.
- ()R5 RECORD PER TRACT NO. 7314, PHASE 1, RECORDED IN BOOK 63 OF MAPS, PAGES 48-54, K.C.R., OR CALCULATED THEREFROM.
- ()R7 RECORD PER TRACT NO. 7332, PHASE 2 RECORDED IN BOOK 64 OF MAPS, PAGES 67-78, K.C.R., OR CALCULATED THEREFROM.
- ()R8 RECORD PER TRACT NO. 7319, PHASE 2 RECORDED IN BOOK 65 OF MAPS, PAGES 1-3, K.C.R., OR CALCULATED THEREFROM.
- ()R9 RECORD PER TRACT NO. 7319, PHASE 3 RECORDED IN BOOK 65 OF MAPS, PAGES 4-6, K.C.R., OR CALCULATED THEREFROM.
- K.C.R. KERN COUNTY RECORDER
- O.R. OFFICIAL RECORD
- S.F.N.F. SEARCHED FOR, NOTHING FOUND
- PE PEDESTRIAN EASEMENT
- PUE PUBLIC UTILITIES EASEMENT
- SUBDIVISION BOUNDARY
- WAIVER OF DIRECT ACCESS

ABANDONMENT NOTE:

IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP ACT, THE FOLLOWING EASEMENTS ARE HEREBY ABANDONED WITHIN THE BOUNDARY OF THIS TRACT.

1. CITY OF SHAFTER STREET AND PUBLIC UTILITY PURPOSES PER TRACT NO. 7332, PHASE 2, RECORDED IN BOOK 64 OF MAPS, PAGE 67-78, K.C.R.
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NOTES:

ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.

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IF DURING GRADING OR CONSTRUCTION, ANY PLUGGED, ABANDONED, OR UNRECORDED OIL OR GAS WELLS ARE UNCOVERED OR DAMAGED, THE CALIFORNIA DEPARTMENT OF CONSERVATION/ GEOLOGIC ENERGY MANAGEMENT DIVISION (CDC-CaGEM) SHALL BE CONTACTED TO INSPECT AND APPROVE ANY REMEDIATION REQUIRED.

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SEE SHEET 2 FOR BASIS OF BEARINGS.
SEE SHEET 7 FOR CURVE, LINE AND RADIAL TABLES.

RECORDER'S STATEMENT

FILED IN BOOK _____ OF MAPS AT PAGE _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF KERN, THIS _____ DAY OF _____ 20____ AT _____M., AT THE REQUEST OF QK.

LAURA AVILA
KERN COUNTY ASSESSOR/RECORDER

BY: _____
DEPUTY RECORDER



TRACT NO. 7421

MERGER AND RE-SUBDIVISION OF LOT 172 OF TRACT MAP NO. 7332, PHASE 2 RECORDED JULY 28, 2020, IN BOOK 64 OF MAPS, PAGES 67 THROUGH 78, IN THE OFFICE OF THE KERN COUNTY RECORDER AND THE REMAINDER OF LOT 84 OF TRACT MAP NO. 7314, PHASE 1 RECORDED MARCH 26, 2019, IN BOOK 63 OF MAPS, PAGES 48 THROUGH 54, IN THE OFFICE OF THE KERN COUNTY RECORDER, AS SHOWN ON TRACT NO. 7319, PHASE 3 RECORDED JULY 8, 2021, IN BOOK 65 OF MAPS, PAGES 4 THROUGH 6, IN THE OFFICE OF THE KERN COUNTY RECORDER, LOCATED IN THE NORTH HALF OF SECTION 31, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.

18.40 GROSS ACRES

97 RESIDENTIAL LOTS

2 LANDSCAPE LOTS

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C1	628.32'	400.00'	90°00'00"	400.00
C2	848.29'	540.00'	90°00'24"	540.06
C3	785.46'	500.00'	90°00'24"	500.06
C4	354.08'	500.00'	40°34'29"	184.83
C5	431.38'	500.00'	49°25'55"	230.14
C6	669.16'	426.00'	90°00'00"	426.00
C7	148.56'	300.00'	28°22'24"	75.84
C8	148.56'	300.00'	28°22'24"	75.84
C9	33.51'	300.00'	6°23'58"	16.77
C10	172.54'	300.00'	32°57'12"	88.73
C11	68.97'	300.00'	13°10'18"	34.64
C12	31.61'	300.00'	6°02'11"	15.82
C13	468.59'	540.00'	49°43'08"	250.20
C14	37.00'	300.00'	7°04'02"	18.53
C15	333.54'	540.00'	35°23'23"	172.28
C16	422.30'	540.00'	44°48'27"	222.61
C17	673.87'	429.00'	90°00'00"	429.00
C18	23.69'	429.00'	3°09'52"	11.85
C19	37.44'	429.00'	5°00'02"	18.73
C20	39.20'	429.00'	5°14'06"	19.61
C21	51.07'	429.00'	6°49'13"	25.56
C22	50.20'	429.00'	6°42'18"	25.13
C23	50.06'	429.00'	6°41'07"	25.06
C24	50.60'	429.00'	6°45'29"	25.33
C25	51.91'	429.00'	6°55'58"	25.99

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C26	65.39'	429.00'	8°43'59"	32.76
C27	71.15'	429.00'	9°30'11"	35.66
C28	53.36'	429.00'	7°07'37"	26.72
C29	51.98'	429.00'	6°56'32"	26.02
C30	50.41'	429.00'	6°43'56"	25.23
C31	27.41'	429.00'	3°39'40"	13.71
C32	136.92'	543.00'	14°26'49"	68.82
C33	63.13'	543.00'	6°39'39"	31.60
C34	73.79'	543.00'	7°47'10"	36.95
C35	131.27'	543.00'	13°51'05"	65.96
C36	69.00'	543.00'	7°16'49"	34.54
C37	62.28'	543.00'	6°34'16"	31.17
C38	85.87'	543.00'	9°03'37"	43.02
C39	135.69'	274.00'	28°22'24"	69.27
C40	9.31'	274.00'	1°56'45"	4.65
C41	63.19'	274.00'	13°12'50"	31.74
C42	63.19'	274.00'	13°12'49"	31.74
C43	161.44'	326.00'	28°22'24"	82.41
C44	9.12'	326.00'	1°36'12"	4.56
C45	50.20'	326.00'	8°49'21"	25.15
C46	50.81'	326.00'	8°55'45"	25.45
C47	51.31'	326.00'	9°01'06"	25.71
C48	5.79'	25.00'	13°15'41"	2.91
C49	29.34'	25.00'	67°15'10"	16.63
C50	227.34'	50.00'	260°30'51"	59.05

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C51	39.86'	50.00'	45°40'22"	21.06
C52	55.16'	50.00'	63°12'24"	30.76
C53	34.91'	50.00'	40°00'00"	18.20
C54	45.87'	50.00'	52°33'51"	24.69
C55	42.29'	50.00'	48°27'55"	22.51
C56	9.25'	50.00'	10°36'19"	4.64
C57	36.41'	326.00'	6°23'58"	18.22
C58	18.21'	326.00'	3°11'59"	9.11
C59	18.20'	326.00'	3°11'59"	9.10
C60	95.93'	274.00'	20°03'37"	48.46
C61	122.18'	326.00'	21°28'27"	61.82
C62	53.32'	326.00'	9°22'19"	26.72
C63	50.05'	326.00'	8°47'49"	25.08
C64	18.81'	326.00'	3°18'19"	9.41
C65	13.06'	25.00'	29°55'35"	6.68
C66	26.37'	25.00'	60°26'24"	14.56
C67	235.94'	50.00'	270°21'59"	49.68
C68	34.15'	50.00'	39°07'53"	17.77
C69	33.12'	50.00'	37°57'05"	17.19
C70	57.96'	50.00'	66°25'19"	32.73
C71	42.73'	50.00'	48°57'51"	22.77
C72	65.04'	50.00'	74°31'55"	38.04
C73	2.94'	50.00'	3°21'56"	1.47
C74	142.25'	326.00'	25°00'04"	72.28
C75	27.26'	326.00'	4°47'26"	13.64

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C76	51.98'	326.00'	9°08'08"	26.04
C77	50.39'	326.00'	8°51'22"	25.25
C78	12.62'	326.00'	2°13'08"	6.31
C79	20.58'	25.00'	47°09'23"	10.91
C80	13.70'	25.00'	31°23'29"	7.03
C81	6.88'	25.00'	15°45'54"	3.46
C82	239.38'	50.00'	274°18'46"	46.37
C83	56.39'	50.00'	64°36'50"	31.62
C84	42.73'	50.00'	48°57'52"	22.77
C85	41.15'	50.00'	47°09'22"	21.82
C86	42.22'	50.00'	48°23'01"	22.46
C87	56.89'	50.00'	65°11'41"	31.97
C88	20.58'	25.00'	47°09'23"	10.91
C89	1.23'	25.00'	2°48'50"	0.61
C90	19.35'	25.00'	44°20'33"	10.19
C91	110.66'	274.00'	23°08'24"	56.09
C92	17.68'	274.00'	3°41'52"	8.84
C93	92.98'	274.00'	19°26'32"	46.94
C94	37.07'	326.00'	6°30'53"	18.55
C95	32.31'	326.00'	5°40'41"	16.17
C96	4.76'	326.00'	0°50'12"	2.38
C97	20.58'	25.00'	47°09'23"	10.91
C98	239.38'	50.00'	274°18'46"	46.37
C99	27.98'	50.00'	32°03'35"	14.37
C100	54.96'	50.00'	62°58'58"	30.63

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C101	48.43'	50.00'	55°29'59"	26.31
C102	43.40'	50.00'	49°44'09"	23.18
C103	64.61'	50.00'	74°02'05"	37.70
C104	20.58'	25.00'	47°09'23"	10.91
C105	9.35'	25.00'	21°26'10"	4.73
C106	11.22'	25.00'	25°43'13"	5.71
C107	28.87'	274.00'	6°02'11"	14.45
C108	24.06'	274.00'	5°01'54"	12.04
C109	4.81'	274.00'	1°00'17"	2.40
C110	32.72'	25.00'	75°00'00"	19.18
C111	11.05'	274.00'	2°18'36"	5.52
C112	24.23'	326.00'	4°15'32"	12.12
C113	12.80'	25.00'	29°19'56"	6.54
C114	215.97'	92.00'	134°30'03"	219.40
C115	30.62'	92.00'	19°03'59"	15.45
C116	132.83'	92.00'	82°43'28"	81.00
C117	52.52'	92.00'	32°42'36"	27.00
C118	11.43'	25.00'	26°11'08"	5.81
C119	11.68'	326.00'	2°03'12"	5.84
C120	40.11'	300.00'	7°39'41"	20.09
C121	46.16'	540.00'	4°53'53"	23.10
C122	46.29'	540.00'	4°54'41"	23.16
C123	379.70'	540.00'	40°17'16"	198.08

RADIAL TABLE	
LINE #	BEARING
R1	N89°11'48"W
R2	N00°48'12"E
R3	N00°47'48"E
R4	N62°25'48"E
R5	N27°34'12"W
R6	N56°01'50"E
R7	N32°09'00"W
R8	N12°22'06"W
R9	N49°59'39"E
R10	N25°00'21"W
R11	N39°44'04"W
R12	N50°13'43"E
R13	N14°03'53"E
R14	N32°04'23"W
R15	N87°38'20"E
R16	N82°38'18"E
R17	N77°24'12"E
R18	N70°34'59"E
R19	N63°52'41"E
R20	N57°11'34"E

RADIAL TABLE	
LINE #	BEARING
R21	N50°26'05"E
R22	N43°30'07"E
R23	N34°46'08"E
R24	N25°15'57"E
R25	N18°08'20"E
R26	N11°11'48"E
R27	N04°27'52"E
R28	N20°40'15"W
R29	N29°07'23"W
R30	N10°00'30"E
R31	N47°57'35"E
R32	N65°37'06"W
R33	N16°39'15"W
R34	N57°52'40"E
R35	N61°14'36"E
R36	N19°15'25"W
R37	N24°11'52"W
R38	N19°24'26"W
R39	N10°16'18"W
R40	N01°24'56"W

RADIAL TABLE	
LINE #	BEARING
R41	N46°21'11"W
R42	N30°35'17"W
R43	N18°15'39"E
R44	N17°14'06"W
R45	N47°57'35"E
R46	N45°08'45"E
R47	N02°53'40"W
R48	N22°20'12"W
R49	N05°42'41"W
R50	N00°02'00"W
R51	N46°21'11"W
R52	N14°17'36"W
R53	N84°08'33"E
R54	N76°21'23"E
R55	N68°58'16"E
R56	N61°41'27"E
R57	N47°57'35"E
R58	N26°31'25"E
R59	N50°59'56"E
R60	N27°18'57"W

RADIAL TABLE	
LINE #	BEARING
R61	N55°24'49"E
R62	N55°07'11"E
R63	N29°15'53"W
R64	N45°36'15"E
R65	N46°00'38"E
R66	N36°57'01"E
R67	N54°20'17"W
R68	N35°16'18"W
R69	N53°58'38"E
R70	N80°09'46"E
R71	N81°47'06"E
R72	N66°26'58"W
R73	N45°00'21"W
R74	N03°27'34"E
R75	N67°13'31"E
R76	N65°37'07"W
R77	N50°30'56"E

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N62°27'11"E	92.51'
L2	N89°11'48"W	356.00'
L3	N00°48'12"E	164.50'
L4	N89°11'48"W	326.61'
L5	N00°48'12"E	50.00'
L6	N89°11'48"W	40.00'
L7	N00°48'12"E	405.21'
L8	N89°12'12"W	645.91'
L9	N89°13'13"W	87.05'
L10	N00°48'12"E	22.00'
L11	N62°25'48"E	6.76'
L12	N00°48'12"E	12.50'
L13	N89°11'48"W	22.61'
L14	N89°11'48"W	28.34'
L15	N89°11'48"W	19.17'

LINE TABLE		
LINE #	BEARING	DISTANCE
L16	N63°15'35"E	21.63'
L17	N61°39'11"W	21.63'
L18	N56°01'50"E	32.81'
L19	N48°41'22"E	22.34'
L20	N75°48'39"W	27.55'
L21	N00°48'12"E	22.97'
L22	N12°28'21"E	26.70'
L23	N82°10'43"W	31.15'
L24	N42°25'48"E	19.11'
L25	N82°25'48"E	19.11'
L26	N45°37'31"E	28.37'
L27	N00°48'12"E	14.00'
L28	N00°48'12"E	30.07'
L29	N00°48'12"E	67.81'



RECORDER'S STATEMENT

FILED IN BOOK _____ OF MAPS AT PAGE _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF KERN, THIS _____ DAY OF _____, 20____ AT _____M., AT THE REQUEST OF QK.

LAURA AVILA
KERN COUNTY ASSESSOR/RECORDER

BY: _____
DEPUTY RECORDER



CITY OF SHAFTER CITY COUNCIL REPORT

MEETING DATE: December 2, 2025

DEPARTMENT: Ravi Pudipeddi, City Engineer

SUBJECT: COMPLETION OF PUBLIC IMPROVEMENTS WITH LENNAR HOMES OF CALIFORNIA, LLC FOR TRACT 7421 AGREEMENT APPROVAL

RECOMMENDATION

Council find the action is not defined as a "project" per Section 15378(b)(4) of the CEQA Guidelines; approve the Agreement for the Completion of Public Improvements with Lennar Homes of California, LLC for Tract 7421 subject to review and approval by the City Attorney and City Engineer and authorize the City Manager to execute said agreement.

BACKGROUND

Tract 7421 is under development on the northeast corner of Eagle Creek Drive and Community Drive within Gossamer Grove Specific Plan. The developer, Lennar Homes of California, LLC desires to file and record the tract map before completing all public improvements conditioned by the City (street, sewer, water, utilities, landscaping, etc), which requires them to enter into an agreement with the City to ensure that the improvements are eventually constructed. This is a common practice that has worked for past residential developments and such an agreement has been prepared for this tract.

FISCAL IMPACT

The costs to prepare and facilitate the public improvements agreement for Tract 7421 are funded by the landowner or the developer through fees for plan checking. Once the improvements are completed and dedicated to the City and warranty period has expired, cost to maintain the improvements will be covered in future operations budgets. No budget action is required.

CEQA ANALYSIS

The action is not defined as a "project" per Section 15378(b)(4) of the CEQA Guidelines because the action is approval of an agreement for the completion of public improvements for a project that has already been environmentally cleared and therefore, it is the creation of a governmental funding mechanism that does not involve any commitment to a specific project that can result in a potentially significant impact and not subject to CEQA.

**COMPLETION OF PUBLIC IMPROVEMENTS WITH LENNAR HOMES OF CALIFORNIA, LLC FOR
TRACT 7421 AGREEMENT APPROVAL**

APPROVED BY THE CITY ATTORNEY

Not Applicable

ATTACHMENTS

1. Lennar Signed SIA - Compiled

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

CITY OF SHAFTER
336 Pacific Avenue
Shafter, California 93263
ATTN: City Engineer

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt from recording fee, per Government Code
Section 6103

CITY OF SHAFTER

By: _____
City Clerk

**AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENTS
TRACT 7421**

Between

CITY OF SHAFTER, A CALIFORNIA MUNICIPAL CORPORATION

And

**LENNAR HOMES OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY
COMPANY (AS SUCCESSOR-IN-INTEREST BY CONVERSION TO LENNAR HOMES OF
CALIFORNIA., A CALIFORNIA CORPORATION)**

**AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENTS
TRACT 7421**

I. PARTIES AND DATE.

This Agreement for the Completion of Public Improvements ("Agreement") is entered into as of this _____ day of _____, _____ by and between the **City of Shafter**, a California municipal corporation and charter city ("City") and **LENNAR HOMES OF CALIFORNIA, LLC**, A CALIFORNIA LIMITED LIABILITY COMPANY (AS SUCCESSOR-IN-INTEREST BY CONVERSION TO **LENNAR HOMES OF CALIFORNIA, A CALIFORNIA CORPORATION**) with its principal office located at 8080 N. PALM AVE, STE 110, FRESNO, CA 93711 ("Developer or Owner"). City, Developer and Owner are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

II. RECITALS.

A. On **DECEMBER 1, 2022**, Developer submitted to City an application for approval of a tentative map for real property located within City, a legal description of which is attached hereto as Exhibit "A" ("Property"). The tentative map was prepared on behalf of Developer by **QK INC**, and is identified in City records as **TRACT 7421**.

B. Developer's application for a tentative map for **TRACT 7421** was deemed complete on **JANUARY 27, 2023**. On **MARCH 21, 2023**, the **SHAFTER CITY COUNCIL** conditionally approved Developer's application for a tentative map for **TRACT 7421**. On **OCTOBER 28, 2024**, revisions to said tentative map for **TRACT 7421** were determined to be in substantial conformance with the original map.

C. Developer has not completed all of the work or made all of the public improvements required by the Shafter Municipal Code (Title 16—Subdivisions), the Subdivision Map Act (Government Code sections 66410 et seq.) ("Map Act"), the conditions of approval for **TRACT 7421**, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

D. Pursuant to Title 16 of the Shafter Municipal Code and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the public improvements and the furnishing of the security therefor, acceptable to the City Engineer, for **TRACT 7421**.

E. Owner's and Developer's execution of this Agreement and the provision of the security are made in consideration of City's approval of the final map for **TRACT 7421**.

III. TERMS.

3.1 Effectiveness. This Agreement shall not be effective unless and until all four of the following conditions are satisfied: (a) Developer and/or Owner provides City with security of the type and in the amounts required by this Agreement; (b) Owner and Developer execute and record this Agreement in the Recorder's Office of the County of Kern; (c) the City Council of the City ("City Council") approves the final map for **TRACT 7421** and (d) Developer or Owner cords the final map for **TRACT 7421** in the Recorder's Office of the County of Kern. If the above described conditions are not satisfied, this Agreement shall automatically terminate without need of further action by either City, Developer, or Owner and Developer or Owner may not thereafter record the final map for **TRACT 7421**.

3.2 Public Improvements. Developer shall construct or have constructed at its own cost, expense, and liability all improvements required by City as part of the approval of **TRACT 7421**, including, but not limited to, all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, water mains and services, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as shown in detail on the plans, profiles, and specifications which have been prepared by or on behalf of Developer for **TRACT 7421** ("Public Improvements"). The Public Improvements are more specifically described in Exhibit "B," which is attached hereto and incorporated herein by this reference. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. The Developer shall be responsible for the replacement, relocation, or removal of any component of any irrigation water system in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such water system. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

3.2.1 Prior Partial Construction of Public Improvements. Where construction of any Public Improvements has been partially completed prior to this Agreement, Developer agrees to complete such Public Improvements or assure their completion in accordance with this Agreement.

3.2.2 Permits; Notices; Utility Statements. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Clerk and the City Engineer, signed by Developer and each utility which will provide utility service to the Property, attesting that Developer has made all deposits legally required by the utility for the extension and provision of utility service to the Property.

3.2.3 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any Public Improvement until all plans and specifications for such Public Improvement have been submitted to and approved by the City Engineer, or his or her designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform with all other requirements and standards set forth in this Agreement.

3.2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the Public Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

3.2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required to construct the Public Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall

be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

3.2.6 Alterations to Improvements. The Public Improvements in Exhibit "B" are understood to be only a general designation of the work and improvements to be done, and not a binding description thereof. All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the public interest requires alterations in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

3.3 Maintenance of Public Improvements and Landscaping. City shall not be responsible or liable for the maintenance or care of the Public Improvements until City approves and accepts them. City shall exercise no control over the Public Improvements until accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, sewers, and storm drains; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

3.4 Construction Schedule. Unless extended pursuant to this Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements within one (1) year of the effective date of this Agreement.

3.4.1 Extensions. City may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. It is understood that by providing the security required under Section 13.0 et seq. of this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defense of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction

standards, the cost estimates established by City, and the sufficiency of the improvement security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

3.4.2 Accrual of Limitations Period. Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Public Improvements.

3.5 Grading. Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of **TRACT 7421** shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements, including City's grading regulations. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in Section 13.0 et seq. of this Agreement.

3.6 Utilities. Developer shall provide utility services, including water, power, gas, and telephone service to serve each parcel, lot, or unit of land within **TRACT 7421** in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground.

3.7 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City relative to **TRACT 7421**.

3.8 City Inspection of Public Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur.

IV. DEFAULT; NOTICE; REMEDIES.

4.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within ten (10) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice, Developer and its surety shall be liable to

City for all costs of construction and installation of the Public Improvements and all other administrative costs expenses as provided for in Section 10.0 of this Agreement.

4.2 Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to City within the time frame contained in the Notice, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

4.3 Other Remedies. No action by City pursuant to Section 9.0 et seq. of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

4.4 Administrative Costs. If Developer fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

4.5 Acceptance of Improvements; As-Built or Record Drawings. If the Public Improvements are properly completed by Developer and approved by the City Engineer, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City Council shall be authorized to accept the Public Improvements. The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement. Upon the total or partial acceptance of the Public Improvements by City, Developer shall file with the Recorder's Office of the County of Kern a notice of completion for the accepted Public Improvements in accordance with California Civil Code section 3093, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefor. If **TRACT 7421** was approved and recorded as a single phase map, City shall not accept any one or more of the improvements until all of the Public Improvements are completed by Developer and approved by City. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements. Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer

for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

4.6 Warranty and Guarantee. Developer hereby warrants and guarantees all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Property in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

4.7 Security; Surety Bonds. Prior to execution of this Agreement, Developer shall provide City with surety bonds in the amounts and under the terms set forth below ("Security"). The amount of the Security shall be based on the City Engineer's approximation of the actual cost to construct the Public Improvements, including the replacement cost for all landscaping ("Estimated Costs"). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this provision (Section 13.0 et seq.) shall in no way limit or modify Developer's indemnification obligation provided in Section 16.0 of this Agreement.

4.7.1 Performance Bond. To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 8.0 et seq. of this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a faithful performance bond in the amount of **THREE MILLION FOUR HUNDRED AND TWENTY TWO THOUSAND DOLLARS AND NO CENTS (\$3,422,000.00*****)** which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The City Council may, in its sole and absolute discretion and upon recommendation of the City Engineer, partially release a portion or portions of the security provided under this section as the Public Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement or condition of approval for **TRACT 7421**, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 12 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for **TRACT 7421**.

4.7.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials bond in the amount of **THREE MILLION FOUR HUNDRED AND TWENTY TWO THOUSAND DOLLARS AND NO CENTS (\$3,422,000.00*****)** which sum shall not be less than one hundred percent (100%) of the Estimated

Costs. The security provided under this section may be released by written authorization of the City Engineer after six (6) months from the date City accepts the final Public Improvements. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

4.7.3 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best's rating of no less than A-:VII, shall be licensed to do business in California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, the Developer or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. The Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

4.7.4 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "C," unless other forms are deemed acceptable by the City Engineer, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

4.8 Monument Security. Prior to City's execution of this Agreement, to guarantee payment to the engineer or surveyor for the setting of all subdivision boundaries, lot corners, and street centerline monuments for **TRACT 7421** in compliance with the applicable provisions of City's Municipal and/or Development Code ("Subdivision Monuments"), Developer shall deposit cash with City in the amount of **SIX THOUSAND THREE HUNDRED DOLLARS AND NO CENTS (\$6,300.00*****)** which sum shall not be less than one hundred percent (100%) of the costs of setting the Subdivision Monuments as determined by the City Engineer. Said cash deposit may be released by written authorization of the City Engineer after all required Subdivision Monuments are accepted by the City Engineer, City has received written acknowledgment of payment in full from the engineer or surveyor who set the Subdivision Monuments, and provided Developer is not in default of any provision of this Agreement or condition of approval for **TRACT 7421**.

4.9 Lien. To secure the timely performance of Developer's obligations under this Agreement, including those obligations for which security has been provided pursuant to Sections 13 et seq. and 14 of this Agreement, Developer and Owner hereby create in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. As to Developer's default on those obligations for which security has been provided pursuant to Sections 13 et seq. and 14 of this Agreement, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this section.

4.10 Indemnification. Developer and Owner shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation,

the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the negligence or willful misconduct of Agency as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

4.11 Public Works Determination. Developer has been alerted to the requirements of California Labor Code section 1770 et seq., including, without limitation S.B. 975, which require the payment of prevailing wage rates and the performance of other requirements if it is determined that this Agreement constitutes a public works contract. It shall be the sole responsibility of Developer to determine whether to pay prevailing wages for any or all work required by this Agreement. As a material part of this Agreement, Developer agrees to assume all risk of liability arising from any decision not to pay prevailing wages for work required by this Agreement.

V. INSURANCE.

5.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below ("Required Insurance"). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

5.1.1 General Liability. Developer and its contractors shall procure and maintain occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage.

5.1.2 Business Automobile Liability. Developer and its contractors shall procure and maintain business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

5.1.3 Workers' Compensation. Developer and its contractors shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than \$1,000,000 per occurrence, at all times during which insured retains employees.

5.1.4 Professional Liability. For any consultant or other professional who will engineer or design the Public Improvements, liability insurance for errors and omissions with limits not less than \$1,000,000 per occurrence, shall be procured and maintained for a period of five (5) years following completion of the Public Improvements. Such insurance shall be endorsed to include contractual liability.

5.2 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer

and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

5.3 Additional Insured; Separation of Insureds. The Required Insurance shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

5.4 Primary Insurance; Waiver of Subrogation. The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, agents, and volunteers. All policies for the Required Insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.

5.5 Certificates; Verification. Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

5.6 Term; Cancellation Notice. Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on 30 days prior written notice to City.

5.7 Insurer Rating. Unless approved in writing by City, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least A:-VII.

5.8 Signs and Advertising. Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the removal by City of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Developer and its surety. Developer and its surety shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

5.9 Relationship Between the Parties. The Parties hereby mutually agree that neither this Agreement, any map related to **TRACT 7421**, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City, Owner and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

VI. GENERAL PROVISIONS.

6.1 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

6.2 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.

6.3 Construction; References; Captions. It being agreed the Parties or their agents have participated 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 Developer include all personnel, employees, agents, and subcontractors of Developer, 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.

6.4 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

CITY:

CITY OF SHAFTER
336 PACIFIC AVENUE
SHAFTER, CALIFORNIA 93263
ATTN: CITY ENGINEER

DEVELOPER:

LENNAR HOMES OF CALIFORNIA, LLC, A
CALIFORNIA LIMITED LIABILITY COMPANY (AS
SUCCESSOR-IN-INTEREST BY CONVERSION TO
LENNAR HOMES OF CALIFORNIA., A CALIFORNIA
CORPORATION)
8080 N. PALM AVE, STE 110, FRESNO, CA 93711

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

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

6.6 Waiver. City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Public Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution or performance of the Public Improvements or this Agreement.

6.7 Assignment or Transfer of Agreement. Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecatee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement.

6.8 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

6.9 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

6.10 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.

6.11 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Kern, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

6.12 Attorneys' Fees and Costs. If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all costs and expenses incurred by the prevailing party, including actual attorneys' fees ("Costs"). Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Costs, which shall include, without limitation, attorneys' and experts' fees, costs and expenses incurred in the following: (a) post judgment motions and appeals, (b) contempt proceedings, (c) garnishment, levy, and debtor and third party examination, (d) discovery, and (e) bankruptcy litigation. This section shall survive the termination or expiration of this Agreement.

6.13 Counterparts. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

CITY OF SHAFTER

By: _____
Lance Lippincott
City Manager
City of Shafter

**LENNAR HOMES OF CALIFORNIA, LLC, A
CALIFORNIA LIMITED LIABILITY COMPANY (AS
SUCCESSOR-IN-INTEREST BY CONVERSION TO
LENNAR HOMES OF CALIFORNIA., A CALIFORNIA
CORPORATION)**

By:  _____
Mike Miller
Vice President
Lennar Homes of California, LLC

ATTEST:

By: _____
Yazmina Pallares
City Clerk
City of Shafter

**APPROVED AS TO FORM:
BEST BEST & KRIEGER LLP**

By: _____

**NOTE: DEVELOPER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE
ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS,
ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS
APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.**

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

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA

COUNTY OF Fresno

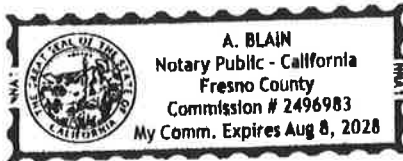
On October 14, 2025, before me, A. Blain, Notary Public

personally appeared Mike Miller

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by (his/her/their) signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



A. Blain
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- Individual
Corporate Officer

Title(s)

- Partner(s) Limited
General
Attorney-In-Fact
Trustee(s)
Guardian/Conservator
Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above

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

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 20____, before me, _____,

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
☐ Individual		
☐ Corporate Officer		
_____ Title(s)		_____ Title or Type of Document
☐ Partner(s)	☐ Limited ☐ General	
☐ Attorney-In-Fact		_____ Number Of Pages
☐ Trustee(s)		
☐ Guardian/Conservator		
☐ Other: _____		_____ Date Of Document
Signer is representing: Name Of Person(s) Or Entity(ies) _____ _____		_____ Signer(s) Other Than Named Above

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY - TRACT 7421

MERGER AND RE-SUBDIVISION OF LOT 172 OF TRACT MAP NO. 7332, PHASE 2 RECORDED JULY 28, 2020, IN BOOK 64 OF MAPS, PAGES 67 THROUGH 78, IN THE OFFICE OF THE KERN COUNTY RECORDER AND THE REMAINDER OF LOT 84 OF TRACT MAP NO. 7314, PHASE 1 RECORDED MARCH 26, 2019, IN BOOK 63 OF MAPS, PAGES 48 THROUGH 54, IN THE OFFICE OF THE KERN COUNTY RECORDER, AS SHOWN ON TRACT NO. 7319, PHASE 3 RECORDED JULY 8, 2021, IN BOOK 65 OF MAPS, PAGES 4 THROUGH 6, IN THE OFFICE OF THE KERN COUNTY RECORDER, LOCATED IN THE NORTH HALF OF SECTION 31, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.

EXHIBIT "B"
LIST OF PUBLIC IMPROVEMENTS - TRACT 7421

THE FOLLOWING LIST OF IMPROVEMENTS SHALL NOT BE CONSIDERED AS COMPLETE OR ALL INCLUSIVE BUT SHALL SERVE AS A GENERAL DESCRIPTION OF IMPROVEMENTS REQUIRED FOR RESIDENTIAL TRACTS. DEVELOPER'S ATTENTION IS DIRECTED TO THE CONDITIONS OF APPROVAL FOR THE TRACT, THE DEVELOPER'S AGREEMENT FOR THE TRACT, ANY APPLICABLE SPECIFIC PLAN, AND TITLE 16 OF THE CITY OF SHAFTER MUNICIPAL CODE FOR MORE INFORMATION ON SPECIFIC PUBLIC IMPROVEMENTS REQUIRED.

- ALL EARTHWORK AND GRADING INCLUDING REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS, REMOVAL AND/OR RELOCATION OF OBSTRUCTIONS, IMPORT, EXPORT, ROUGH GRADING, FINAL GRADING, EXCAVATION, TRENCHING, BACKFILLING, COMPACTION, FOOTINGS, FOUNDATIONS, AND SUBGRADE PREPARATION, OVEREXCAVATION, RECOMPACTION, RETAINING STRUCTURES, DUST CONTROL, EROSION AND/OR SEDIMENT CONTROL MEASURES, SOILS STUDIES, TESTING, AND INSPECTION.
- PUBLIC WATER IMPROVEMENTS INCLUDING WATER MAINS FOR DOMESTIC AND IRRIGATION PURPOSES, VALVES, FITTINGS, CONNECTIONS, SERVICES, METERS, AND FIRE HYDRANTS.
- PUBLIC SEWER IMPROVEMENTS INCLUDING SEWER MAINS, MANHOLES, CLEAN OUTS, CONNECTIONS, SERVICES, AND ANY NECESSARY SEWAGE LIFT STATIONS, FORCE MAINS, AND DISCHARGE STRUCTURES.
- PUBLIC STORM DRAIN IMPROVEMENTS INCLUDING STORM DRAIN PIPING, MANHOLES, JUNCTION BOXES, INLETS, OUTLETS, BASINS, AND PERIMETER FENCING.
- PUBLIC STREET IMPROVEMENTS INCLUDING CURBS, GUTTERS, CROSS GUTTERS, SPANDRELS, SIDEWALKS, WHEELCHAIR RAMPS, OTHER PEDESTRIAN FACILITIES, MEDIANS, STREET SECTION AND PAVING IMPROVEMENTS, STREET LIGHTING, STREET SIGNS, BARRICADES, FENCING AND/OR GATES, TRAFFIC SIGNS, MARKINGS, STRIPING, BEACONS, AND SIGNALS.
- PUBLIC UTILITIES THAT SUPPLY ELECTRICAL POWER, NATURAL GAS, CABLE TV, INTERNET, PHONE, AND FIBER OPTIC SERVICE FOR EACH PROPOSED LOT, STRUCTURE, OR PUBLIC USE.
- PUBLIC LANDSCAPING IMPROVEMENTS ALONG STREETS AND WITHIN MEDIANS, PASEOS, AND NATURAL TRAILS INCLUDING EARTHWORK AND GRADING, SOIL AMENDMENTS, PLANTS & FOLIAGE, GROUND COVER, SPRINKLERS AND RELATED TIMERS AND CONTROLLERS, WALLS, SEATING, LIGHTING, WALKABLE PATHS, AND RELATED INFRASTRUCTURE.
- WHERE PROPOSED BY THE DEVELOPER, PUBLIC PARK IMPROVEMENTS INCLUDING ANY AND ALL OF THE IMPROVEMENTS LISTED ABOVE AND ALSO INCLUDING, BUT NOT LIMITED TO, SEATING, TABLES, SHADE STRUCTURES, TRASH RECEPTACLES, WATER FOUNTAINS, PLAY STRUCTURES, RELATED SURFACING, PLAY AREAS, OPEN AREAS, PUBLIC FACILITIES, AND LIGHTING.

- A SUFFICIENT QUANTITY OF CLUSTER MAILBOX UNITS WITH FOUNDATIONS, APPROPRIATE CLEARANCE, AND WALKABLE SURFACING. UNITS SHALL BE APPROVED BY THE LOCAL POSTAL AUTHORITY FOR USE.
- IMPROVEMENTS SHALL ALSO INCLUDE ANY AND ALL NECESSARY IMPROVEMENTS OR UPGRADES TO OR REROUTING OF PRE-EXISTING PUBLIC OR PRIVATE FACILITIES OR UTILITIES AS DETERMINED BY THE FACILITY OR UTILITY OWNER. IMPROVEMENTS SHALL INCLUDE PROTECTION OR PRESERVATION OF PRE-EXISTING PUBLIC OR PRIVATE FACILITIES THAT WILL NOT BE RELOCATED, MODIFIED, OR REMOVED.
- IMPROVEMENTS SHALL INCLUDE ANY EASEMENTS, GRANT DEEDS, COVENANTS, DEDICATIONS, OR NECESSARY RIGHTS OF WAY FOR SAID IMPROVEMENTS. DIMENSIONS OF EASEMENTS, GRANT DEEDS, COVENANTS, DEDICATIONS, OR NECESSARY RIGHTS SHALL BE APPROVED BY THE CITY.
- IMPROVEMENT SHALL INCLUDE ALL APPROPRIATE AND NECESSARY PERMITS REQUIRED BY LOCAL, STATE, OR FEDERAL LAW.

EXHIBIT "C"
SURETY BONDS AND OTHER SECURITY - TRACT 7421

As evidence of understanding the provisions contained in this Agreement, and of the Developer's intent to comply with same, the Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

PERFORMANCE BOND PRINCIPAL AMOUNT: THREE MILLION FOUR HUNDRED AND TWENTY TWO THOUSAND DOLLARS AND NO CENTS (\$3,422,000.00***)**

Surety: Federal Insurance Company

Attorney-in-fact: Laura E. Sudduth

Address: 202B Hall's Mill Road

Whitehouse Station, NJ 08889

MATERIAL AND LABOR BOND PRINCIPAL AMOUNT: THREE MILLION FOUR HUNDRED AND TWENTY TWO THOUSAND DOLLARS AND NO CENTS (\$3,422,000.00***)**

Surety: Federal Insurance Company

Attorney-in-fact: Laura E. Sudduth

Address: 202B Hall's Mill Road

Whitehouse Station, NJ 08889

MONUMENT SECURITY (CASH OR BOND): SIX THOUSAND THREE HUNDRED DOLLARS AND NO CENTS (\$6,300.00***)**

Coberly North, Tract 7421

BOND NO. K42146390
INITIAL PREMIUM: \$8,555.00 / annum
SUBJECT TO RENEWAL

CITY OF SHAFTER
TRACT 7421 IMPROVEMENTS
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Shafter, California ("City") and **LENNAR HOMES OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY (AS SUCCESSOR-IN-INTEREST BY CONVERSION TO LENNAR HOMES OF CALIFORNIA, A CALIFORNIA CORPORATION)** ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for **TRACT 7421** ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Pubic Improvements dated _____, _____ ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement, and to guarantee and warranty the Public Improvements constructed thereunder.

NOW, THEREFORE, Principal and Federal Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Indiana, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the sum of **THREE MILLION FOUR HUNDRED AND TWENTY TWO THOUSAND DOLLARS AND NO CENTS (\$3,422,000.00*****)**, said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Improvement Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers, employees, and agents, as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Exhibit C-5

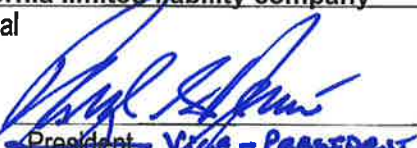
Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with Section 66499 et seq. of the Government Code of California as security for performance of the Improvement Agreement and security for the one-year guarantee and warranty of the Public Improvements.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Houston, Texas, this 28th day of October, 2025.

Lennar Homes of California, LLC,
a California limited liability company
Principal

By:


~~President~~ ~~Vice - President~~

David S. Dennis
(print name)

Federal Insurance Company
Surety

By:



Attorney-in-Fact

Laura E. Sudduth
(print name)

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

ACKNOWLEDGMENT

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

State of California

County of Fresno)

On October 30, 2025 before me, Christine Collins, Notary Public personally appeared Darryl S. Denius, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



State of Texas }
County of Harris } ss:

On October 28, 2025, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Laura E. Sudduth

known to me to be Attorney-in-Fact of Federal Insurance Company
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

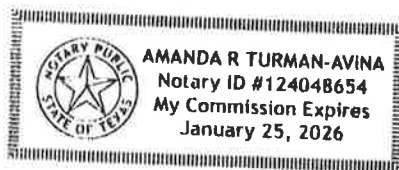
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires January 25, 2026

Amanda R Turman-Avina

Amanda R Turman-Avina

Notary Public



CHUBB®

Power of Attorney

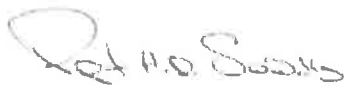
Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint

Laura E. Sudduth

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 19th day of July, 2024.



Rupert HD Swindells, Assistant Secretary



Warren Eichhorn, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 19th day of July, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027


Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

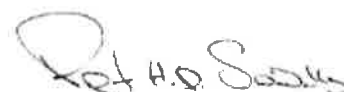
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this October 28, 2025




Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493

Fax (908) 903-3656

e-mail: surety@chubb.com

Coberly North, Tract 7421

BOND NO. K42146390
INITIAL PREMIUM: Included in Performance Bond
SUBJECT TO RENEWAL

CITY OF SHAFTER
TRACT 7421 IMPROVEMENTS
LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Shafter, California ("City") and **LENNAR HOMES OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY (AS SUCCESSOR-IN-INTEREST BY CONVERSION TO LENNAR HOMES OF CALIFORNIA, A CALIFORNIA CORPORATION)** ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for **TRACT 7421** ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Pubic Improvements dated _____, _____ ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and WHEREAS, Principal is required to furnish a bond in connection with the Improvement Agreement providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for, or about the performance of the Public Improvements, or for any work or labor done thereon of any kind, or for amounts due under the provisions of Title 15 (commencing with section 3082) of Part 4 of Division 3 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, Principal and **Federal Insurance Company** ("Surety"), a corporation organized and existing under the laws of the State of Indiana, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the Principal, the sum of **THREE MILLION FOUR HUNDRED AND TWENTY TWO THOUSAND DOLLARS AND NO CENTS (\$3,422,000.00*****)** said sum being not less than 100% of the total cost of the Public Improvements under the terms of the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or

Exhibit C-7

other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

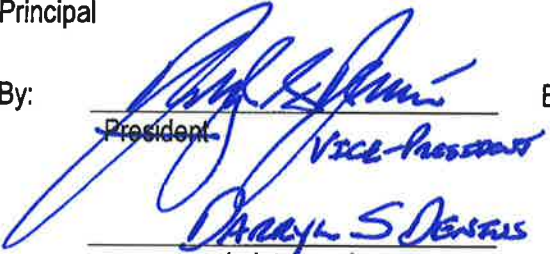
This bond is executed and filed to comply with Section 66499 et seq. of the California Government Code as security for payment to contractors, subcontractors, and persons furnishing labor, materials, or equipment for construction of the Public Improvements or performance of the Improvement Agreement. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Houston, Texas, this 28th day of October, 2025.

Lennar Homes of California, LLC,
a California limited liability company
Principal

By:


President

By:

Federal Insurance Company
Surety


Attorney-in-Fact

Danay S. Dennis
(print name)

Laura E. Sudduth

(print name)

NOTE:

APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

ACKNOWLEDGMENT

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

State of California

County of Fresno)

On October 30, 2025 before me, Christine Collins, Notary Public personally appeared Darryl S. Denius, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

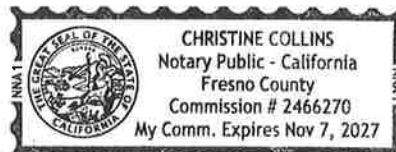
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



State of Texas }
County of Harris } ss:

On October 28, 2025, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Laura E. Sudduth

known to me to be Attorney-in-Fact of Federal Insurance Company
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

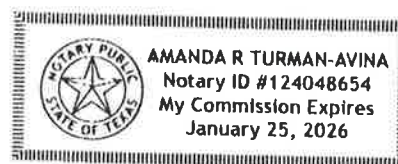
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires January 25, 2026

Amanda R Turman-Avina

Amanda R Turman-Avina

Notary Public



CHUBB®

Power of Attorney

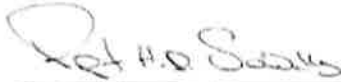
Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint

Laura E. Sudduth

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 19th day of July, 2024.



Rupert HD Swindells, Assistant Secretary



Warren Eichhorn, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 19th day of July, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027


Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

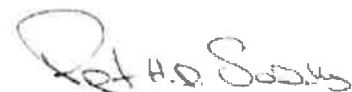
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this October 28, 2025





Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

BOND NO. : K42146407
Premium: \$100.00/ annum

SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Lennar Homes of California, LLC, with an address at 5 River Park Place East, Suite 210, Fresno, CA 93720, as Principal, and Federal Insurance Company, with an address at 202B Hall's Mill Road, Whitehouse Station, NJ 08889, a corporation organized and existing under the laws of the State of Indiana and authorized to transact surety business in the State of California, as Surety, are held and firmly bound unto the City of Shafter, with an address at 336 Pacific Avenue, Shafter, CA 93263, as Obligee, in the sum of Six Thousand Three Hundred and No/100 Dollars (\$6,300.00) lawful money of the United States, for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH That, Whereas, said Principal submitted plans or entered into an agreement in which said Principal agrees to perform or to construct certain designated public improvements, known as follows:

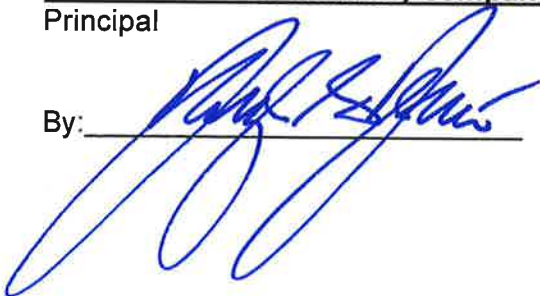
**Coberly North
Subdivision Monuments, Tract 7421**

NOW, THEREFORE, if the said Principal shall well, truly perform the work in the manner specified therein, and comply with the terms or conditions of the agreement, then this obligation shall be null and void; otherwise, to remain in full force and effect.

No party other than the Obligee shall have any rights hereunder as against the Surety. The aggregate liability of the Surety on this bond obligation shall not exceed the penal sum set forth above for any reason whatsoever.

Signed, sealed, and dated on October 28, 2025.

Lennar Homes of California, LLC,
a California limited liability company
Principal

By: 

Federal Insurance Company
Surety

By: 

Laura E. Sudduth, Attorney-in-Fact

ACKNOWLEDGMENT

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

State of California

County of Fresno)

On October 30, 2025 before me, Christine Collins, Notary Public personally appeared Darryl S. Denius, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



State of Texas }
County of Harris } ss:

On October 28, 2025, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Laura E. Sudduth

known to me to be Attorney-in-Fact of Federal Insurance Company
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

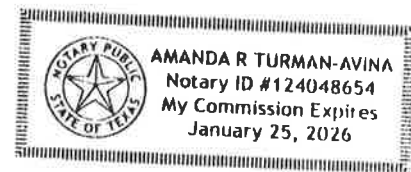
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires January 25, 2026

Amanda R Turman-Avina

Amanda R Turman-Avina

Notary Public



CHUBB[®]

Power of Attorney

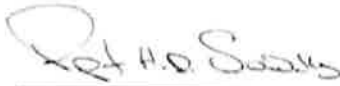
Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint

Laura E. Sudduth

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 19th day of July, 2024.


Rupert HD Swindells, Assistant Secretary


Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 19th day of July, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027


Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

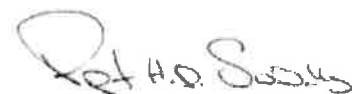
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this October 28, 2025




Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

 LENNAR[®] TITLE formerly known as CalAtlantic Title SCHEDULE A	Subdivision Guarantee ISSUED BY: Doma Title Insurance, Inc. Guarantee Number 191301-001691-1
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Guarantee No.: 191301-001691-1

Amount of \$1,000.00
Liability:

Date of October 29, 2025 at 08:00 AM
Guarantee:

Fee: \$270.00

1. Name of Assured:

County of Kern

2. Subdivision Map Reference: Tract No. 7421

3. The map referred to above recites that it is a subdivision of the following described Land:

MERGER AND RE-SUBDIVISION OF LOT 172 OF TRACT MAP NO. 7332, PHASE 2 RECORDED JULY 28, 2020, IN BOOK 64 OF MAPS, PAGES 67 THROUGH 78, IN THE OFFICE OF THE KERN COUNTY RECORDER AND THE REMAINDER OF LOT 84 OF TRACT MAP NO. 7314, PHASE 1 RECORDED MARCH 26, 2019, IN BOOK 63 OF MAPS, PAGES 48 THROUGH 54, IN THE OFFICE OF THE KERN COUNTY RECORDER, AS SHOWN ON TRACT NO. 7319, PHASE 3 RECORDED JULY 8, 2021, IN BOOK 65 OF MAPS, PAGES 4 THROUGH 6, IN THE OFFICE OF THE KERN

Form CLTA Guarantee Form No. 14 Schedule A		191301-001691
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SCHEDULE B

(Continued)

COUNTY RECORDER, LOCATED IN THE NORTH HALF OF SECTION 31, TOWNSHIP 28 SOUTH,
RANGE 27 EAST, M.D.M, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.

4. ASSURANCES:

According to the Public Records the only parties having any record title interest in the Land included within the exterior boundary shown on the map of the above referenced subdivision whose signatures are necessary, under the requirements of the Subdivision Map Act, on the certificates consenting to the recordation of said map and offering for dedication any streets, roads, avenues and other easements offered for dedication by said map are:

Lennar Homes of California, LLC, a California limited liability company (as successor in interest by conversion to Lennar Homes of California, Inc, a California corporation), as Owner

Lennar Title, Inc., Issuing Agent
Authorized Countersignature:



By

By: Randy Sierra

DOMA TITLE INSURANCE, INC.

BY


Emilio Fernandez, PRESIDENT

ATTEST


Valerie Jahn-Grandin, SECRETARY

 Schedule B	Subdivision Guarantee ISSUED BY: Doma Title Insurance, Inc. Guarantee Number 191301-001691-1
--	--

RECORD MATTERS

1. The signature of the party named hereinafter as owner of the interest set forth, may be omitted under the provisions of Section 66436, Subsection (a) (3)(A)(i-viii) of the Subdivision Map Act, their interest is such that it cannot ripen into a fee title and said signature is not required by the local agency.

Nature of interest: An easement for water pipeline, together with a right of way and incidental purposes

Name of Party: Oildale Mutual Water Company, a California mutual water company

By document recorded: February 9, 2020 as Instrument No. 0209017742 of Official Records

2. The signature of the party named hereinafter as owner of the interest set forth, may be omitted under the provisions of Section 66436, Subsection (a) (3)(A)(i-viii) of the Subdivision Map Act, their interest is such that it cannot ripen into a fee title and said signature is not required by the local agency.

Nature of interest: An offer of dedication for street and public utilities and incidental purposes

Name of Party: City of Shafter

By document recorded: Dedicated on map entitled "Tract No. 7332, Phase 2" filed July 28, 2020, in Book 64 of Maps, Page 67

*To be abandoned per map

3. The signature of the party named hereinafter as owner of the interest set forth, may be omitted under the provisions of Section 66436, Subsection (a) (3)(A)(i-viii) of the Subdivision Map Act, their interest is such that it cannot ripen into a fee title and said signature is not required by the local agency.

Form CLTA Guarantee Form No. 14 Schedule B		191301-001691
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Formerly known as CalAtlantic Title

Schedule B

Subdivision Guarantee

ISSUED BY:

Doma Title Insurance, Inc.

Guarantee Number

191301-001691-1

Nature of interest: An easement for Street and public utility and incidental purposes

Name of Party: City of Shafter

By document recorded: June 3, 2021, as Instrument No. 22104649 of Official Records

* To be abandoned per map

4. The signature of the party named hereinafter as owner of the interest set forth, may be omitted under the provisions of Section 66436, Subsection (a) (3)(A)(i-viii) of the Subdivision Map Act, their interest is such that it cannot ripen into a fee title and said signature is not required by the local agency.

Nature of interest: An easement for pipeline and incidental purpose

Name of Party: Oildale Mutual Water Company

By document recorded: September 16, 2021, as Instrument No. 221175820 of Official Records

5. Lerdo Land Company (Lessor) & Grassy Hill Management Inc., De Anza Petroleum Corporation, Edgar Sneed, and Chemex, Inc. (Lessee) , as holder of Oil and Gas Lease recorded October 25, 1993, as Instrument No. Per Book 6929, Page 1556, of Official Records.
6. Lerdo Land Company , as holder of Mineral rights holder below a depth of 500 feet without the right of surface entry recorded August 5, 2014, as Instrument No. 000214091315, of Official Records.

*****END OF REPORT*****



CITY OF SHAFTER CITY COUNCIL REPORT

MEETING DATE: December 2, 2025

DEPARTMENT: Marcos Torres, Deputy Public Works Director

SUBJECT: 2025 CITYWIDE TREE TRIMMING PROJECT BID
AUTHORIZATION

RECOMMENDATION

Council find the action is exempt from the California Environmental Quality Act; approve request for proposal documents for the 2025 Citywide Tree Trimming Project; and authorize the release of said project for formal bid purposes.

BACKGROUND

The City maintains a large inventory of City-owned trees located within public right-of-ways, parks and other City facilities. Many of these trees have not received comprehensive trimming in recent years, resulting in reduced visibility at intersections, low limb hazards, and general overgrowth.

To address these concerns, the Public Works Department proposes to conduct a one-time, citywide tree trimming project to improve safety, visibility, and the long term health of the City's urban forest. The project will include pruning, trimming, limited removals, and cleanup along major roadways, medians and public areas.

Because the estimated cost of the work exceeds the City's threshold for informal procurement, formal bidding procedures are required pursuant to the City's Bidding and Procurement Policies.

FISCAL IMPACT

This action is only to authorize bidding; no budget action is required at this time. Any budget action, if needed, will be brought to the council with the requested award of the contract.

CEQA ANALYSIS

This project is categorically exempt from the California Environmental Quality Act (CEQA) under Section 15301 (Class 1 – Existing Facilities) of the CEQA Guidelines. The existing trees to be trimmed are along major roadways, medians and public areas.

APPROVED BY THE CITY ATTORNEY

Not Applicable

ATTACHMENTS

1. 2025 Citywide Tree Trimming Project Webmap

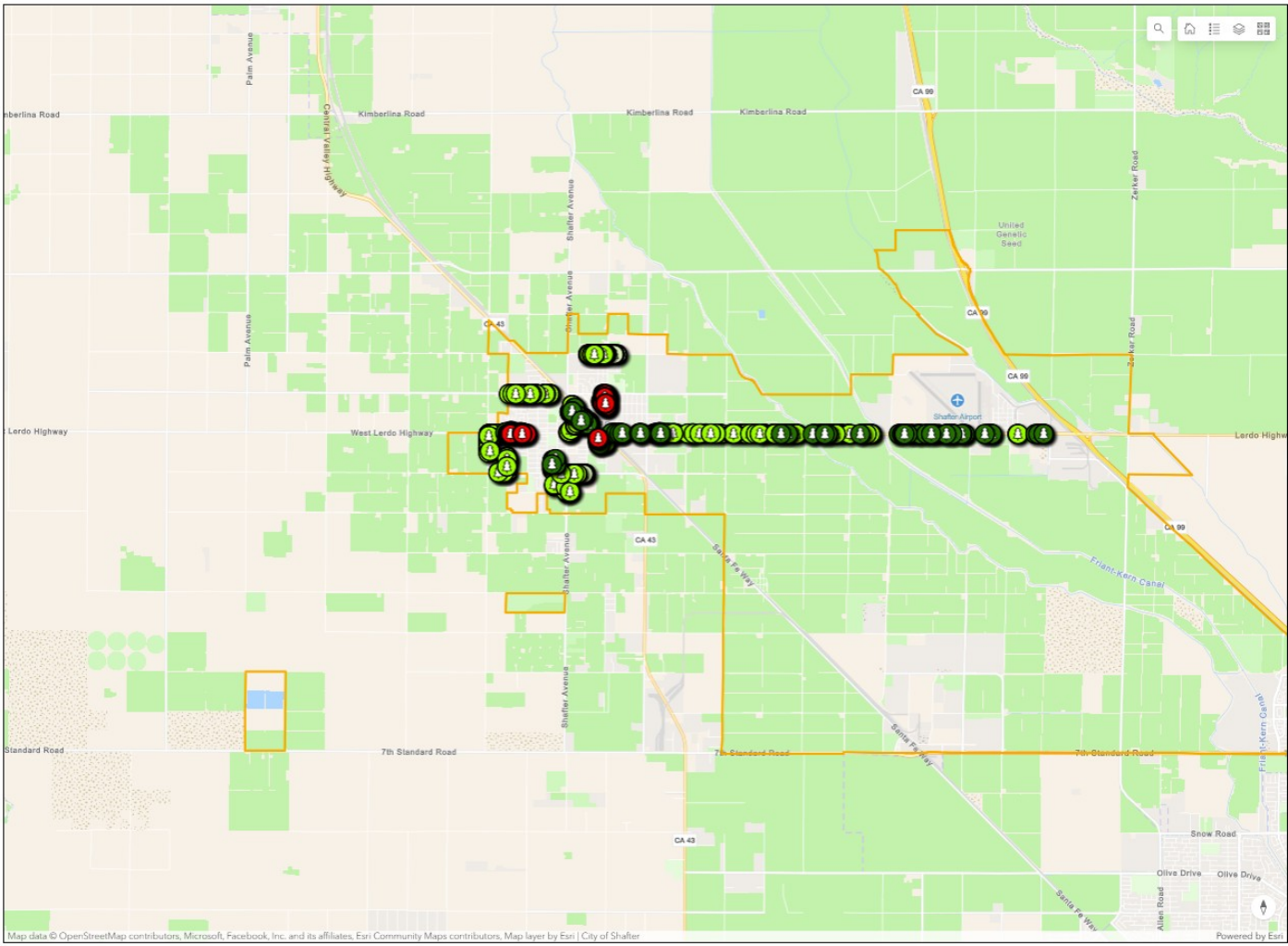
Small Trees Requiring Trimming:
174

Medium Trees Requiring Trimming:
411

Large Trees Requiring Trimming:
93

Trees Requiring Removal:
23

Total Trees:
701



Map data © OpenStreetMap contributors, Microsoft, Facebook, Inc. and its affiliates, Esri Community Maps contributors, Map layer by Esri | City of Shafter
[City of Shafter Website](#) | [City of Shafter Public Works](#) | [City of Shafter Bidnet](#) | [City of Shafter GIS](#)



CITY OF SHAFTER CITY COUNCIL REPORT

MEETING DATE: December 2, 2025

DEPARTMENT: Ravi Pudipeddi, City Engineer

SUBJECT: TRACT 6490 PHASE 2 NOTICE OF COMPLETION AND
ACCEPTANCE OF WORK

RECOMMENDATION

Council find the action is not defined as a “project” per Section 15378(b)(5) of the CEQA Guidelines; accept the public improvements constructed for Tract 6490 Phase 2; authorize the City Engineer to file a Notice of Completion and Acceptance of Work for the tract; and authorize the reduction of performance bond securities to 25% of the total construction cost to act as a warranty bond for a minimum of one year.

BACKGROUND

Tract 6490 Phase 2 is a tract on the north side of Los Angeles Avenue, just west of the Omni Family Health facility. The developer, Balfanz Homes, Inc., has completed the required public improvements for Tract 6490 Phase 2 as of November 11, 2025. Completed improvements include earthwork, water, sewer, storm drain facilities, curbs, gutters, perimeter walls, street paving, street lighting, sidewalks, and underground utilities, including City fiber service. The applicable work has been completed per the approved plans and on-site inspections by Public Works Staff.

Balfanz Homes, Inc. previously filed performance bonds with the City to cover 100% of the proposed construction cost of the public improvements for Tract 6490 Phase 2. The bonds, included in the Subdivision Improvement Agreement between Balfanz Homes, Inc., and the City, ensure faithful performance in constructing the public improvements. Upon the City Engineer's recommendation, the bond amount can be reduced to 25% of the total construction cost as public improvements are accepted by the Council.

FISCAL IMPACT

No budget action is required. Future operating and maintenance budgets will be adjusted to ensure adequate funding once the City assumes responsibility for the public improvements.

CEQA ANALYSIS

The action is not defined as a “project” per Section 15378(b)(5) of the CEQA Guidelines because the action is approval to authorize a notice of completion and acceptance of work for a tract that has already been environmentally cleared and, therefore, it is an

organizational and administrative activity that will not result in direct or indirect physical changes to the environment and not subject to CEQA.

APPROVED BY THE CITY ATTORNEY

Not Applicable

ATTACHMENTS

1. Draft Notice of Completion Tr-6490-2

Recording requested by, for the benefit of, and when recorded mail to:

City of Shafter
City Clerk
336 Pacific Avenue
Shafter, California 93263

FREE RECORDING IN ACCORDANCE WITH
CALIFORNIA GOVERNMENT
CODE SECTION 27383 AND 27388.1

**NOTICE OF COMPLETION
AND
ACCEPTANCE OF WORK**

NOTICE IS HEREBY GIVEN that work has been completed on that certain project for the construction of **“TRACT 6490 PHASE 2 OFFSITE IMPROVEMENTS”** in the City of Shafter on **November 11, 2025**, and that said project was authorized for acceptance by this Agency on **December 2, 2025**. The undersigned Agency owns the following interest in the public improvements installed for all phases of the development described above: own, operate, maintain, repair, and replace public improvements including sanitary sewer system, storm drain system, fiber optic improvements, street improvements, public landscaping and wall improvements.

The Developer on said project was **JOHN BALFANZ HOMES, INC., A CALIFORNIA CORPORATION**. For all information regarding this project, refer to both the Conditions of Approval and the approved Improvement Plans for Tract 6490 Phase 2, both of which are on file with the City of Shafter.

The address of the undersigned Agency is Shafter City Hall, 336 Pacific Avenue, Shafter, California 93263.

City of Shafter

Ravi Pudipeddi, P.E.
City Engineer

Date

ATTEST:

Yazmina Pallares, City Clerk

I certify under the Penalty of Perjury under the laws of the State of California that the foregoing is true and correct.

Ravi Pudipeddi, P.E.
City Engineer

Executed on _____ at Shafter, California.



CITY OF SHAFTER CITY COUNCIL REPORT

MEETING DATE: December 2, 2025

DEPARTMENT: Chris Schultz, Deputy IT Director

SUBJECT: INSTALLATION OF FIBER OPTIC CONDUIT AND VAULT WITHIN
PHASE 1 OF EXPANSION TO PAVLETICH ELECTRIC

RECOMMENDATION

Council find the action is not defined as a "project" per Section 15378(b)(5) of the CEQA Guidelines; approve the low-bid quote for installation of fiber optic conduit and a vault associated with Phase 1 of the City's expansion plan to Pavletich Electric in the amount of \$54,391.

BACKGROUND

The City's Fiber Optic Division has been preparing to expand the City's fiber infrastructure in support of our FFA Last Mile grant funding project. The "phase 1" element of the grant funding project requires that the City expand our network path from our closest network access point on James St and S. Shafter Ave to a newly installed 36"x60" vault located on the southeast corner of Poso Ave and Wall St. The project is titled "Phase 1" in the network expansion project list (as seen on the attached quotes) and will support the three Last Mile grant funded subareas as well as aide in bringing fiber optic connectivity to the Aquatics Center for a variety of future uses, including security cameras, internet connections, pool-pump equipment, and temperature control systems. The work outlined in the attached quotes for service is only for underground utility work; no poles will be affected and no pole permits will be needed to complete this project.

Staff collected bids for this project in an informal manner as the total cost is under the \$100,000 amount required for formal bidding within the City's Bidding and Procurement Policy. Staff recommends approving the low-bid submission by Pavletich Electric, an established vendor with the City on previous fiber network projects.

FISCAL IMPACT

The City's Federal Funding Account Last Mile grant award will cover the entire invoiced amount for this phase of the project, as it directly supports areas identified in our overall grant project map. Project IT00003.1 will account for the cost and reimbursement of grant funding will be initiated once the City reaches ten percent of the overall grant award. No additional funding sources are required at this time.

CEQA ANALYSIS

CONSENT CALENDAR

INSTALLATION OF FIBER OPTIC CONDUIT AND VAULT WITHIN PHASE 1 OF EXPANSION TO PAVLETICH ELECTRIC

The action is not defined as a “project” per Section 15378(b)(5) of the CEQA Guidelines because the action is approval of a bid for fiber optic conduit and vault within phase 1 of a project that has already been environmentally cleared and therefore, it is the creation of a governmental funding mechanism or other fiscal activity that does not involve any commitment to a specific project that can result in a potentially significant impact and not subject to CEQA.

APPROVED BY THE CITY ATTORNEY

Not Applicable

ATTACHMENTS

1. INFORMAL BID PROPOSAL 1-Fiber Expansion Projects - Pavletich Electric 11-4-25
2. INFORMAL BID PROPOSAL 2-Fiber Project - Outside Plant - Star Electric 11-10-25
3. INFORMAL BID PROPOSAL 3-Shafter Project - Valley Construction 11-10-25



November 4, 2025
Re: 269 Poso Ave,
Shafter, CA 93263

City of Shafter Fiber Optic Cable

Pursuant to your request to provide a bid for the proposed project. We are pleased to offer the following proposal for your consideration. Pavletich Electric & Communications Inc. will provide supervision, labor, material, tools and equipment to perform the jobs as shown below:

Phase 1:

Supply conduit, boxes, pathway as per drawings and emailed directive:	\$54,391.00
Fiber Optic cable, installation, and splicing (see Separate Proposal):	<u>\$16,507.00</u>
Phase 1 Grand Total:	\$70,898.00

Phase 2:

Supply conduit, boxes, pathway as per drawings and emailed directive:	\$23,956.00
Fiber Optic cable, installation, and splicing (see Separate Proposal):	<u>\$2,222.00</u>
Phase 2 Grand Total:	\$26,178.00

Phase 3:

Supply conduit, boxes, pathway as per drawings and emailed directive:	\$55,826.00
Fiber Optic cable, installation, and splicing (see Separate Proposal):	<u>\$11,979.00</u>
Phase 3 Grand Total:	\$67,805.00

Phase 4:

Supply & install 2-4" conduits from inside room to existing in ground splice box: **\$12,592.00**
Includes slurry backfill and concrete patch within building structure. All work in a good and workmanlike manner.

Phase 5 Inventory:

H20 Street Rated Boxes 30" X 48" 33" Deep (1 piece cover):	\$7,412.00 ea.
H20 Street Rated Boxes 36" X 60" 45" Deep (12" grade ring) 2 piece cover:	\$8,796.00 ea.
Tier 22 30" X 48" x 36" Deep Boxes (2 piece cover):	\$1,527.00 ea.
Tier 22 36" X 60" x 36" Deep Boxes (2 piece cover):	\$2,590.00 ea.
4-2500' spools of 2" HDPE Blue:	\$11,788.00.
4-2500' spools of 2" HDPE Orange:	\$11,788.00.
4-2500' spools of 2" HDPE Green:	\$11,788.00.

Inclusions for bid:

1. Prevailing wage.
2. Installing all Fiber optic cable.
3. Supply and install tier 22 fiber boxes or H20 Street Rated boxes.
4. Phase 5 quote includes delivery to Shafter yard.

Exclusions for bid:

1. Permits, night, holiday, or weekend work. Repairs to any damaged existing facilities not identified.

III. **General Conditions:**

- a) **All applicable taxes are included in our submission.**
- b) **Equipment and materials supplied by the contractor are warranted only to the extent that the same are warranted by the manufacturer. Lamps are excluded from any warranty.**
- c) **The contractor shall not be liable for indirect loss or damage.**
- d) **Unless included in this proposal, all bonding and/or special insurance requirements are supplied at additional cost.**
- e) **If a formal contract is required, its conditions must not deviate from this proposal without our permission.**
- f) **Anything (verbal or written) expressed or implied elsewhere, which is contrary to these conditions shall be null and void.**
- g) **This quote is good for 30 days.**
- h) **All work beyond project property line is excluded from our bid.**

Customer Signature: _____

Date: _____

By signing this document, you are agreeing to all conditions outlined and the proposed bid estimate. After signing this document, the proposed bid estimate will not change, unless the scope of work is changed. If you have any questions, please contact us 661-589-9473.

Sincerely,

John Pavletich, CEO
PAVLETICH ELECTRIC & COMMUNICATIONS, INC.

November 10, 2025

BID PROPOSAL

Lic # C-10 475530

To: City of Shafter, Chris Schultz, Deputy IT Director
Job: City of Shafter Fiber Optic Cable
Loc: Various Locations, Shafter, CA 93263
Email: cschultz@shafterCA.gov
Phone:

SCOPE:

Pursuant to your request to provide a bid for the proposed project. We are pleased to offer the following proposal for your consideration. Star Electric will provide supervision, labor, material, tools and equipment to perform the jobs as shown below:

Phase 1:

Supply conduit, boxes, pathway as per drawings and emailed directive:	\$62,198.00
Fiber Optic cable, installation, and splicing (see Separate Proposal):	<u>\$18,504.00</u>
Phase 1 Grand Total:	<u>\$80,702.00</u>

Phase 2:

Supply conduit, boxes, pathway as per drawings and emailed directive:	\$29,582.00
Fiber Optic cable, installation, and splicing (see Separate Proposal):	<u>\$2,500.00</u>
Phase 2 Grand Total:	<u>\$32,082.00</u>

Phase 3:

Supply conduit, boxes, pathway as per drawings and emailed directive:	\$65,796.00
Fiber Optic cable, installation, and splicing (see Separate Proposal):	<u>\$15,558.00</u>
Phase 3 Grand Total:	<u>\$81,354.00</u>

Phase 4:

Supply & install 2-4" conduits from inside room to existing in ground splice box: Includes slurry backfill and concrete patch within building.	<u>\$17,450.00</u>
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Phase 5 Inventory:

H20 Street Rated Boxes 30" X 48" 33" Deep (1 piece cover):	\$8,500.00 ea.
H20 Street Rated Boxes 36" X 60" 45" Deep (12" grade ring) 2 piece cover:	\$9,000.00 ea.
Tier 22 30" X 48" x 36" Deep Boxes (2 piece cover):	\$2,000.00 ea.
Tier 22 36" X 60" x 36" Deep Boxes (2 piece cover):	\$3,000.00 ea.
4-2500' spools of 2" HDPE Blue:	\$13,000.00.
4-2500' spools of 2" HDPE Orange:	\$13,000.00.
4-2500' spools of 2" HDPE Green:	\$13,000.00.

Inclusions for bid:

1. Prevailing wage.
2. Installing all Fiber optic cable.
3. Supply and install tier 22 fiber boxes or H20 Street Rated boxes.
4. Phase 5 quote includes delivery to Shafter yard.

Exclusions for bid:

1. Permits, night, holiday, or weekend work. Repairs to any damaged existing facilities not identified.

Accepted By: _____ Date: _____

To accept bid please sign and either fax or email back. Work will not commence without a signed acceptance. By signing document, you are agreeing to all conditions outlined and the proposed estimate bid. Proposal will not change after being signed, unless the scope of work is changed. If you have any questions please contact us at 661-589-4117.

Bid Submitted By,

Mark Pavletich
Star Electric

Valley Construction Specialties

3514 Morgan Place
Bakersfield, CA 93311
License C-10 774044

Proposal #25111001

Chris Schultz, Deputy IT Director
City of Shafter
cschultz@ShafterCA.gov

Mr Schultz,

Thank you for the opportunity to bid your project. Please reach out if you have any questions.

City of Shafter Fiber Bids

Pursuant to your request to provide a bid for the proposed project. We are pleased to offer the following proposal for your consideration. Valley Construction Specialties will provide supervision, labor, material, tools and equipment to perform the jobs as shown below:

Phase 1:

Supply conduit, boxes, pathway as per drawings and emailed directive:	\$65,000.00
Fiber Optic cable, installation, and splicing (see Separate Proposal):	<u>\$18,000.00</u>
Phase 1 Grand Total:	<u>\$83,000.00</u>

Phase 2:

Supply conduit, boxes, pathway as per drawings and emailed directive:	\$28,500.00
Fiber Optic cable, installation, and splicing (see Separate Proposal):	<u>\$3,000.00</u>
Phase 2 Grand Total:	<u>\$31,500.00</u>

Phase 3:

Supply conduit, boxes, pathway as per drawings and emailed directive:	\$71,000.00
Fiber Optic cable, installation, and splicing (see Separate Proposal):	<u>\$14,000.00</u>
Phase 3 Grand Total:	<u>\$85,000.00</u>

Phase 4:

Supply & install 2-4" conduits from inside room to new in ground splice box: Includes slurry backfill and concrete patch.	\$20,500.00
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Phase 5 Inventory Requests:

H20 Street Rated Boxes 30" X 48" 33" Deep (1 piece cover):	\$9,000.00 ea.
H20 Street Rated Boxes 36" X 60" 45" Deep (12" grade ring) 2 piece cover:	\$11,000.00 ea.
Tier 22 30" X 48" x 36" Deep Boxes (2 piece cover):	\$2,500.00 ea.
Tier 22 36" X 60" x 36" Deep Boxes (2 piece cover):	\$3,000.00 ea.
4-2500' spools of 2" HDPE Blue:	\$14,000.00.
4-2500' spools of 2" HDPE Orange:	\$14,000.00.
4-2500' spools of 2" HDPE Green:	\$14,000.00.

Bid Notes:

1. Prevailing wage.
2. Supply & Installing all Fiber optic cable.
3. Supply and install tier 22 fiber boxes or H20 Street Rated boxes.
4. Phase 5 quote includes FOB delivery to Shafter.

Not included:

1. Permits, night, holiday work. Repairs for any damaged existing facilities.

Sincerely,

A handwritten signature in blue ink, appearing to read 'M. Hunter', with a stylized flourish at the end.

Mike Hunter, VCS



CITY OF SHAFTER CITY COUNCIL REPORT

MEETING DATE: December 2, 2025

DEPARTMENT: Alex Gonzalez, Public Works Director

SUBJECT: PUBLIC HEARING ON PROCEEDINGS FOR THE ANNEXATION
OF TERRITORY TO CITY OF SHAFTER COMMUNITY
FACILITIES DISTRICT NO. 0815 (ANNEXATION NO. 1)

RECOMMENDATION

Council find the action is not defined as a “project” per section 15378 of the CEQA Guidelines; open and conduct a public hearing on the annexation of territory to the City of Shafter Community Facilities District No. 0815, County of Kern, State of California (“Annexation No. 1”); take public testimony; close the public hearing; and then complete the following:

1. Adopt Resolution No. 3049, a Resolution of the City Council of the City of Shafter, California, Calling a Special Election and Submitting to the Qualified Electors of Territory Proposed to be Annexed to the City of Shafter Community Facilities District No. 0815, County of Kern, State of California the Question of Levying Special Taxes Within That Territory (Annexation No. 1);
2. Hold a special landowner election;
3. Adopt Resolution No. 3050, a Resolution of the City Council of the City of Shafter, California, Acting in its Capacity as the Legislative Body of the City of Shafter Community Facilities District No. 0815, County of Kern, State of California, Declaring the Results of the Special Election in Such Community Facilities District on the Proposition of the Annual Levy of Special Taxes Within the Territory Proposed to be Annexed to Said Community Facilities District to Pay the Cost of Certain Services to be Provided by the Community Facilities District, Determining that the Territory Proposed to be Annexed (Annexation No. 1) is Added to the Part of Said Community Facilities District with Full Legal Effect; and
4. Conduct a first reading of Ordinance No. 773, an Ordinance of the City Council of the City of Shafter, California, Acting in its Capacity as the Legislative Body of the City of Shafter Community Facilities District No. 0815, County of Kern, State of California, Authorizing the Levy of a Special Tax in Such Community Facilities District, Including Certain Annexation Territory Identified as Annexation No. 1.

BACKGROUND

PUBLIC HEARINGS

PUBLIC HEARING ON PROCEEDINGS FOR THE ANNEXATION OF TERRITORY TO CITY OF SHAFTER COMMUNITY FACILITIES DISTRICT NO. 0815 (ANNEXATION NO. 1)

The project is a continuation of development in the community known as Gossamer Grove, located in proposed Tract 7421 owned by Lennar Homes of California, LLC and includes approximately 17.66 gross acres. The proposed development will include 97 single family detached homes. The project was conditioned to create a maintenance district to provide funds to maintain parks, landscaping, parkways, trails, median islands, public lighting and street lights to be included within the tract development and it was determined that annexation to the City's Community Facilities District No. 0815 ("CFD No. 0815") maintenance community facilities district would be utilized for this purpose. With the assistance of the City's special tax consultant, Koppel & Gruber Public Finance, an Amended Rate and Method of Apportionment ("RMA") was created for the proposed Annexation No. 1 which determined how the properties located within the boundaries of Annexation No. 1 will be charged and the annual special tax charges. In addition, an analysis of the maintenance costs was completed to determine the special tax rates. This analysis determined annual operation and maintenance costs of \$48,794.88 for the proposed improvements. These costs are proposed to be spread amongst the proposed total of 97 residential lots within Annexation No. 1. The special tax charge per lot is effective as of Fiscal Year 2025-2026 at a rate of \$503.04 per year. Similar to the City's landscape and lighting district the Annexation No. 1 special tax rates will be subject to a consumer price index increases of up to 4.0% if deemed necessary each year starting in Fiscal Year 2026-2027.

On November 18, 2025, the City Council opened and continued the public hearing to December 2, 2025 to allow additional time to comply with California Streets and Highways Code, section 3111 related to the timing of recording the annexation boundary map.

On December 2, 2025, this City Council will hold a public hearing regarding the annexation of territory to CFD No. 0815. If a majority of the landowners within the boundaries of territory of Annexation No. 1 do not register written protests, then the City Council may consider adopting the resolutions described above.

The City Clerk and the property owner have consented to hold the election on December 2, 2025. The County of Kern Registrar of Voters has certified that there are no registered voters within the boundaries of the territory of Annexation No.

1. Following the adoption of the Resolution Calling the Special Election, the City Clerk will conduct the election and declare the election results.

Following the election, the City Council may adopt the Resolution Declaring the Election Results which declares the results of the election.

If the results are in favor of the levy of special taxes within Annexation No. 1 of CFD No. 0815, the City Council may waive the full reading of the Ordinance Levying Special Taxes which authorizes the levy of special taxes within Annexation No. 1 in full and call for the first reading of such Ordinance by title only.

FISCAL IMPACT

**PUBLIC HEARING ON PROCEEDINGS FOR THE ANNEXATION OF TERRITORY TO CITY OF
SHAFTER COMMUNITY FACILITIES DISTRICT NO. 0815 (ANNEXATION NO. 1)**

There is no fiscal impact with this item because the developer provided a cash deposit to cover the annexation proceeding costs. Annexation No. 1 would begin collecting special taxes effective Fiscal Year 2026-27 and the costs of the ongoing administration will be paid for through the levy of the special taxes.

CEQA ANALYSIS

This action has been reviewed per the authority and criteria contained in the California Environmental Quality Act (CEQA), the State and local CEQA Guidelines, and the City's environmental regulations. The City, acting as the lead agency, determined that the resolution is not subject to CEQA pursuant to Sections 15060(c)(2), 15060(c)(3), and 15061(b)(3) of the State CEQA Guidelines, because it will not result in a direct or reasonably foreseeable indirect physical change to the environment as there is no possibility that the action would result in a significant environmental impact, and because it does not constitute a "project" as defined in Section 15378 of the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3.

APPROVED BY THE CITY ATTORNEY

Yes

ATTACHMENTS

1. Resolution No. 3049 - Resolution Calling Election
2. Resolution No. 3050 - Resolution Declaring Results of Special Election
3. Ordinance No. 773
4. Shafter CFD 0815 Annexation 1 - Notice of Continued Public Hearing 11-18-25

RESOLUTION NO. 3049

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHAFTER, CALIFORNIA, CALLING A SPECIAL ELECTION AND SUBMITTING TO THE QUALIFIED ELECTORS OF TERRITORY PROPOSED TO BE ANNEXED TO THE CITY OF SHAFTER, COMMUNITY FACILITIES DISTRICT NO. 0815, COUNTY OF KERN, STATE OF CALIFORNIA THE QUESTION OF LEVYING SPECIAL TAXES WITHIN THAT TERRITORY (ANNEXATION NO. 1)

WHEREAS, the City Council (the “City Council”) of the City of Shafter (the “City”) has heretofore conducted proceedings for the establishment of and has established City of Shafter Community Facilities District No. 0815, County of Kern, State of California (the “Community Facilities District”) for the purpose of levying special taxes on parcels of taxable property therein for the purpose of providing certain services which are necessary to meet increased demands placed upon the City as a result of the development of said real property; and

WHEREAS, the City Council is authorized by Article 3.5 (commencing with Section 53339) of Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code, commonly known as the “Mello-Roos Community Facilities Act of 1982,” (the “Act”) to annex territory to the Community Facilities District by complying with the procedures set forth in said Article 3.5; and

WHEREAS, on October 7, 2025, the City Council adopted Resolution No. 3045, a resolution of intention to annex territory to the Community Facilities District pursuant to Section 53339.2 of the California Government Code, determining that the public convenience and necessity require that certain property, consisting of approximately 17.66 gross acres, be annexed to the Community Facilities District and containing all of the matters prescribed by Section 53339.3 of said Code, and fixing 6:00 p.m. on November 18, 2025, in the City Council Chambers located at 336 Pacific Avenue, Shafter, California 93263 as the time and place for a hearing upon said resolution; and

WHEREAS, pursuant to said resolution, the City Clerk has published and mailed notice of the time and place of said hearing as required by Section 53339.4 of said Code; and

WHEREAS, on November 18, 2025, at the time and place specified in said published and mailed notices, the City Council opened and continued the public hearing as required by law relative to the annexation of territory to the Community Facilities District, the levy of the special taxes therein and the provision of services by the Community Facilities District; and

WHEREAS, the public hearing was duly continued to December 2, 2025 in order to allow additional time to comply with the statutory timing requirements for recording the annexation boundary map pursuant to Streets and Highways Code, section 3111 in compliance with such statute and the Act; and

WHEREAS, on December 2, 2025, at the time and place of said continued public hearing, the City Council afforded all interested persons for or against the annexation of said property to the Community Facilities District an opportunity to present testimony and to protest against the proposed annexation of said property to the Community Facilities District, and no protests, either oral or in writing, were received; and

WHEREAS, pursuant to Section 53339.7 of said Code, the City Council may now submit the question of levying a special tax within the territory proposed to be annexed to the Community Facilities District to the qualified electors within that territory.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Shafter, California, hereby:

Section 1. Findings. The City Council finds that: (i) the foregoing recitals are correct and are incorporated herein by this reference; (ii) less than twelve (12) persons have been registered to vote within the territory proposed to be annexed to the Community Facilities District during the ninety (90) days preceding the close of the public hearing on December 2, 2025; (iii) pursuant to Section 53326 of the California Government Code, as a result of the findings set forth in clause (ii) above, the vote in the special election called by this resolution shall be by the landowners of the territory proposed to be annexed to the Community Facilities District whose property would be subject to the special taxes if they were levied at the time of the election, and each landowner shall have one (1) vote for each acre, or portion thereof, which he or she owns within the said territory, which would be subject to the proposed special taxes if they were levied at the time of the election; (iv) pursuant to said Section 53326, the special election must be held at least ninety (90) days, but not more than one hundred eighty (180) days following the date of the adoption of this resolution, unless such time periods are waived with the unanimous waiver of the qualified electors. All of the qualified electors in the territory to be annexed waived the time limits and election formalities of the special election.

Section 2. Call of Election. The City Council hereby calls and schedules a special election for December 2, 2025, on the proposition with respect to the annual levy of special taxes within the territory proposed to be annexed to the Community Facilities District for paying the cost of the services to be provided within and for the benefit of the territory proposed to be annexed to the Community Facilities District.

Section 3. Propositions. The propositions to be submitted to the voters of the Community Facilities District at such special election shall be as follows:

PROPOSITION A

Shall Proposition A authorizing the annual levy of special taxes on taxable property in the territory proposed to be annexed to City of Shafter, Community Facilities District No. 0815, County of Kern, State of California, to pay for costs and services described in Resolution No. 3045 and to pay costs associated with the determination of the amount of and the levy and collection of the special taxes at the special tax rates as set forth in Exhibit “B” to Resolution No. 3045 be approved?

Section 4. Conduct of Election. Except as otherwise provided in Section 5 hereof, said election shall be conducted by the City Clerk of the City pursuant to the California Elections Code governing mail ballot elections of cities, and in particular, the provisions of Division 4 (commencing with Section 4000) of said Code, insofar as they may be applicable.

Section 5. Election Procedures. The procedures to be followed in conducting the special election on the levy of Special Taxes to pay the annual costs of the services to the qualified electors of the territory to be annexed to the Community Facilities District (the “Special Election”)

shall be as follows:

(a) Pursuant to said Section 53326 of the California Government Code, ballots for the special election shall be distributed to the qualified electors by the City Clerk by mail with return postage prepaid, or by personal service.

(b) Pursuant to applicable sections of the California Elections Code governing the conduct of mail ballot elections of cities, and specifically Division 4 (commencing with Section 4000) of the California Elections Code with respect to elections conducted by mail, the City Clerk shall mail or deliver to each qualified elector an official ballot in the form attached hereto as Exhibit "A," and shall also mail or deliver to all such qualified electors a ballot pamphlet and instructions to voter, including a sample ballot identical in form to the official ballot but identified as a sample ballot, a return identification envelope with prepaid postage thereon addressed to the City Clerk for the return of voted official ballots, and a copy of Resolution No. 3045; provided, however, that such statement, analysis and arguments may be waived with the unanimous consent of all the landowners.

(c) The official ballot to be mailed or delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the name of the landowner-voter and the number of votes to be voted by the landowner-voter and shall have appended to it a certification to be signed by the person voting the official ballot which shall certify that the person signing the certification is the person who voted the official ballot, and if the landowner-voter is other than a natural person, that he or she is an officer of or other person affiliated with the landowner-voter entitled to vote such official ballot, that he or she has been authorized to vote such official ballot on behalf of the landowner-voter, that in voting such official ballot it was his or her intent, as well as the intent of the landowner-voter, to vote all votes to which the landowner-voter is entitled based on its land ownership on the proposition set forth in the official ballot as marked thereon in the voting square opposite such proposition, and further certifying as to the acreage of the landowner-voter's land ownership within the territory proposed to be annexed to the Community Facilities District.

(d) The return identification envelope mailed or delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the following: (i) the name of the landowner, (ii) the address of the landowner, (iii) a declaration under penalty of perjury stating that the voter is the landowner or the authorized representative of the landowner entitled to vote the enclosed ballot and is the person whose name appears on the identification envelope, (iv) the printed name and signature of the voter, (v) the address of the voter, (vi) the date of signing and place of execution of said declaration, and (vii) a notice that the envelope contains an official ballot and is to be opened only by the City Clerk.

(e) The instruction to voter form to be mailed or delivered by the City Clerk to the landowner-voters shall inform them that the official ballots shall be returned to the City Clerk properly voted as provided thereon and with the certification appended thereto properly completed and signed in the sealed return identification envelope with the certification thereon completed and signed and all other information to be inserted thereon properly inserted by 5:00 p.m. on December 2, 2025.

(f) Upon receipt of the return identification envelopes, which are returned prior to the voting deadline on the date of the election, the City Clerk shall canvass the votes cast in the special election, and shall file a statement with the City Council as to the results of such canvass and the election on each proposition set forth in the official ballot.

The procedures set forth in this section for conducting the Special Election, if they are held, may be modified as the City Council may determine to be necessary or desirable by a resolution subsequently adopted by the City Council.

Section 6. **Severability.** If any provision, section, paragraph, sentence, or word of this Resolution is rendered or declared invalid by any court of competent jurisdiction, or by reason of preemptive legislation, the remaining provisions, sections, paragraphs, sentences, and words of this Resolution shall remain in full force and effect.

Section 7. **Effective Date.** This Resolution shall become effective immediately upon its adoption.

PASSED, APPROVED AND ADOPTED THIS 2nd DAY OF DECEMBER, 2025.

Chad Given, Mayor Date

ATTEST:

Yazmina Pallares, City Clerk Date

APPROVED AS TO FORM:

Marco A. Martinez, City Attorney Date

EXHIBIT “A”

OFFICIAL BALLOT

SPECIAL ELECTION

NUMBER OF VOTES ENTITLED TO BE CAST: 18

**CITY OF SHAFTER, COMMUNITY FACILITIES DISTRICT NO. 0815, COUNTY OF
KERN, STATE OF CALIFORNIA
(ANNEXATION NO. 1)**

December 2, 2025

OFFICIAL BALLOT

To vote on the measure, fill in the voting square before the word “YES” or before the word “NO” following the proposition. If you tear or deface this ballot, call Richard Wall at 951-826-8346 to obtain a replacement ballot.

PROPOSITION A

Shall Proposition A authorizing the annual levy of special taxes on taxable property in the territory proposed to be annexed to City of Shafter, Community Facilities District No. 0815, County of Kern, State of California, to pay for costs and services described in Resolution No. 3045 and to pay costs associated with the determination of the amount of and the levy and collection of the special taxes at the special tax rates as set forth in Exhibit “B” to Resolution No. 3045 be approved?

- ☐ YES
- ☐ NO

RESOLUTION NO. 3050

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHAFTER ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF THE CITY OF SHAFTER COMMUNITY FACILITIES DISTRICT NO. 0815, COUNTY OF KERN, STATE OF CALIFORNIA, DECLARING THE RESULTS OF THE SPECIAL ELECTION IN SUCH COMMUNITY FACILITIES DISTRICT ON THE PROPOSITION OF THE ANNUAL LEVY OF SPECIAL TAXES WITHIN THE TERRITORY PROPOSED TO BE ANNEXED TO SAID COMMUNITY FACILITIES DISTRICT TO PAY THE COST OF CERTAIN SERVICES TO BE PROVIDED BY THE COMMUNITY FACILITIES DISTRICT, DETERMINING THAT THE TERRITORY PROPOSED TO BE ANNEXED (ANNEXATION NO. 1) IS ADDED TO THE PART OF SAID COMMUNITY FACILITIES DISTRICT WITH FULL LEGAL EFFECT

WHEREAS, the City Council (the “City Council”) of the City of Shafter (the “City”) has heretofore conducted proceedings for the annexation of approximately 17.66 gross acres of land to the City of Shafter Community Facilities District No. 0815, County Kern, State of California (the “Community Facilities District”) including conducting a public hearing pursuant to Section 53339.5 of the Government Code; and

WHEREAS, at the conclusion of said public hearing, the City Council adopted a resolution calling a special election for December 2, 2025, and submitting to the qualified electors of the territory to be annexed to the Community Facilities District the question of levying special taxes within that territory to pay the costs of certain services and the costs associated with the determination of the amount of and levy and collection of special taxes, which will be levied to provide the services and costs otherwise incurred in order to carry out the authorized purposes of the Community Facilities District (the "Election Resolution"); and

WHEREAS, the City Council has received a statement from the City Clerk (the “City Clerk”), who pursuant to the Election Resolution was authorized to conduct the special election and act as the election official therefor, with respect to the canvass of the ballots returned and the results of the special election, certifying that more than two-thirds of the votes cast upon the proposition submitted to the voters in the special election were cast in favor such proposition.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Shafter as follows:

Section 1. Findings. The City Council finds that: (i) the foregoing recitals are true and correct and are incorporated herein by this reference; (ii) there are no registered voters residing within the territory proposed to be annexed to the Community Facilities District (the “Territory”) at the time of the close of the public hearing on December 2, 2025 and pursuant to Section 53326 of the Government Code, the vote in said special election was, therefore, to be by the landowners owning land within the Territory, with each landowner having one vote for each acre or portion thereof of land that he or she owned within the Territory; (iii) pursuant to said Section 53326 and the Election Resolution, the City Clerk caused to be delivered an official ballot for the special election to the owner of the land within the Territory, with a prepaid return envelope for delivery; (iv) said special election has been properly conducted in accordance with all statutory requirements and the provisions of the Election Resolution; (v) pursuant to said Section 53326, Lennar Homes of California, LLC, a California limited liability company, the owner of all the land within the

Territory, was entitled to eighteen (18) votes; (vi) said landowner returned its ballot to the City Clerk prior to the time set by the City Clerk for the close of the election on December 2, 2025; (vii) the ballot returned to the City Clerk by said landowner voted all votes of said landowner in favor of the proposition set forth therein; (viii) at least two-thirds of the votes cast in such special election on said proposition were in favor thereof, and pursuant to Sections 53328 and 53329 of the Government Code, said proposition carried; (ix) pursuant to Section 53339.8 of the Government Code, the City Council is authorized to determine that the Territory to be annexed has been added to and become a part of the Community Facilities District with full legal effect; and (x) the City Council is also authorized, pursuant to said Section 53339.8, to annually levy special taxes within the Territory to pay the costs of the services to be provided by the Community Facilities District.

Section 2. Declaration of Results. All votes voted in the special election on the proposition with respect to the annual levy of special taxes on taxable property within the Territory to pay the costs of the services to be provided by the Community Facilities District were voted in favor thereof, and such proposition carried.

Section 3. Annexation. The Territory is annexed and added to and is a part of the Community Facilities District with full legal effect, and the City Council, as the legislative body of the Community Facilities District, is authorized to annually levy special taxes on taxable property within the Community Facilities District in an amount sufficient to pay the costs of the services to be provided by the Community Facilities District at the special tax rates and pursuant to the methodology for determining and apportioning such special taxes which are set forth in Exhibit “B” to Resolution No. 3045 adopted by the City Council on October 7, 2025, which resolution declared the intention to annex territory to the Community Facilities District.

Section 4. Notice of Special Tax Lien. The City Clerk shall record an amendment to the notice of special tax lien pursuant to Section 53328.3 of the California Government Code and Section 3114.5 of the California Streets and Highways Code.

Section 5. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications, and to this end the provisions of this Resolution are declared to be severable.

Section 6. Entry of the Election Results in the Minutes. The City Clerk is hereby directed, pursuant to the provisions of the Elections Code of the State of California, to enter in the minutes the results of the election as set forth in the Certificate of Election Official, attached hereto as Exhibit “A”.

Section 7. Effective Date. This Resolution shall become effective immediately following its adoption.

PASSED, APPROVED, AND ADOPTED THIS 2ND DAY OF DECEMBER, 2025.

Chad Given, Mayor Date

ATTEST:

Yazmina Pallares, City Clerk Date

APPROVED AS TO FORM:

Marco A. Martinez, City Attorney Date

EXHIBIT "A"

CERTIFICATE OF ELECTION OFFICIAL
AND STATEMENT OF VOTES CAST

CERTIFICATION OF THE GOVERNING BODY'S ACTION

STATE OF CALIFORNIA)
COUNTY OF KERN) ss.
CITY OF SHAFTER)

The undersigned, ELECTION OFFICIAL OF THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA, DOES HEREBY CERTIFY that pursuant to the provisions of Section 53326 of the Government Code and Division 12, commencing with Section 17000 of the Elections Code of the State of California, I did canvass the returns of the votes cast at the

THE CITY OF SHAFTER
COMMUNITY FACILITIES DISTRICT NO. 0815
COUNTY OF KERN, STATE OF CALIFORNIA
SPECIAL ELECTION
(ANNEXATION NO. 1)

in said City, held December 2, 2025.

I FURTHER CERTIFY that this Statement of Votes Cast shows the whole number of votes cast in the territory to be annexed to the Community Facilities District in the City, and the whole number of votes cast for the Proposition in the territory to be annexed to the Community Facilities District of the City, and the totals of the respective columns and the totals as shown for the Proposition are full, true and correct.

1.	VOTES CAST ON PROPOSITION A:	YES	18
		NO	0

WITNESS my hand this _____ day of _____, 2025.

CITY CLERK
ELECTION OFFICIAL
CITY OF SHAFTER
STATE OF CALIFORNIA

ORDINANCE NO. 773

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHAFTER, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF THE CITY OF SHAFTER COMMUNITY FACILITIES DISTRICT NO. 0815, COUNTY OF KERN, STATE OF CALIFORNIA AUTHORIZING THE LEVY OF SPECIAL TAXES IN SUCH COMMUNITY FACILITIES DISTRICT, INCLUDING CERTAIN ANNEXATION TERRITORY IDENTIFIED AS ANNEXATION NO. 1

WHEREAS, the City Council (the “City Council”) of the City of Shafter, California (the “City”), acting in its capacity as the legislative body of the City of Shafter Community Facilities District No. 0815, County of Kern, State of California (the “District”) has initiated proceedings, held a public hearing, conduction and election and received a favorable vote from the qualified electors authorizing the levy of special taxes on parcels of taxable property in the territory identified as Annexation No. 1 (“Annexation Territory”) therein for the purpose of providing certain services, which are necessary to meet increased demands placed upon the City as a result of the development of said real property in the Annexation Territory; and

WHEREAS, the amended rate and method of apportionment of special tax for the Annexation Territory within the District is set forth in Exhibit “B” to the City Council Resolution No. 3045, which was adopted on October 7, 2025 (the “Resolution”); and

WHEREAS, following an election of the qualified electors in the Annexation Territory, the City Council, on December 2, 2025, adopted a resolution which declared the results of the special election and determined that the territory proposed to be annexed is added to and part of the District.

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

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

Section 2. By the passage of this Ordinance, the City Council hereby authorizes and levies the special tax within the Annexation Territory of the District, pursuant to Article 3.5 (commencing with Section 53339) of Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code, commonly known as the “Mello-Roos Community Facilities Act of 1982,” (the “Act”), at the rate and in accordance with the amended rate and method of apportionment of special tax set forth in the Resolution, which rate and method is by this reference incorporated herein. The special tax is hereby levied commencing in Fiscal Year 2025-26 in the Annexation Territory, and in each fiscal year thereafter to pay for the services to be provided in the Annexation Territory and the costs of administering the Annexation Territory.

A special tax has previously been levied in the original territory of the District beginning in Fiscal Year 2024-25 pursuant to Ordinance No. 761 (the “Original Ordinance”) passed and adopted by the City Council on December 3, 2024. The addition of the Annexation Territory does not affect the special tax rates applicable to the original territory in the District.

Section 3. The City Manager of the City, or designee, is hereby authorized and directed each fiscal year to determine the specific special tax to be levied for the next ensuing fiscal year for each parcel of real property within the District, including the Annexation Territory, in the manner and as provided in the Resolution or the Original Ordinance, as applicable.

Section 4. Exemptions from the levy of the special tax shall be as provided in the Resolution or the Original Ordinance, as applicable and the applicable provisions of the Act. In no event shall the special tax be levied on any parcel within the District in excess of the maximum special tax specified in the Resolution or the Original Ordinance, as applicable.

Section 5. All of the collections of the special tax shall be used as provided in the Act and in the Resolution or Original Ordinance, including, but not limited to, the payment of the costs of the services, the payment of the costs of the City in administering the District, and the costs of collecting and administering the applicable special tax.

Section 6. The special tax shall be collected in the same manner and at the same time as ordinary *ad valorem* taxes are collected and shall have the same lien priority, and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for *ad valorem* taxes; provided, however, that the District may collect the special taxes at a different time or in a different manner if necessary to meet its financial obligations. The City Manager of the City, or designee, is hereby authorized and directed to provide all necessary information to the auditor/tax collector of the County of Kern in order to effect proper billing and collection of the special tax, so that the special tax shall be included on the secured property tax roll of the County of Kern for Fiscal Year 2025-26 and for each fiscal year thereafter until no longer required to pay for the services or until otherwise terminated by the City.

Section 7. If for any reason any portion of this Ordinance is found to be invalid, or if the special tax is found inapplicable to any particular parcel within the Annexation Territory, by a court of competent jurisdiction, the balance of this Ordinance and the application of the special tax to the remaining parcels within the Annexation Territory, shall not be affected.

Section 8. This Ordinance shall be effective thirty (30) days after its adoption. Within fifteen (15) days after its adoption, the City Clerk shall cause this Ordinance, or a summary of it, to be published in a newspaper of general circulation in the City.

The foregoing ordinance was introduced and the title thereof read at the regular meeting of the City Council the 2nd day of December, 2025 and by unanimous vote of the City Council members present, further reading was waived.

PASSED, APPROVED AND ADOPTED this 16th day of December, 2025.

Chad Givens, Mayor Date

Yazmina Pallares, City Clerk Date

APPROVED AS TO FORM:

Marco A. Martinez, City Attorney Date

NOTICE OF CONTINUED PUBLIC HEARING ON RESOLUTION OF THE
CITY COUNCIL OF THE CITY OF SHAFTER DECLARING INTENTION TO
ANNEX TERRITORY TO CITY OF SHAFTER COMMUNITY FACILITIES
DISTRICT NO. 0815 (ANNEXATION NO. 1)

NOTICE IS HEREBY GIVEN that on November 18, 2025, the City Council (the “City Council”) of the City of Shafter (the “City”) opened and did continue the public hearing on Resolution No. 3045 (the “Resolution”), declaring the intention of the City Council to annex territory to the City of Shafter Community Facilities District No. 0815, County of Kern, State of California (the “CFD No. 0815”), to December 2, 2025 in the Council Chambers, 336 Pacific Avenue, Shafter, CA 93263, at which time the City Council will hear the testimony of all interested persons for or against the annexation of said territory to CFD No. 0815 or the levying of special taxes within such territory to pay the costs of providing certain services which are necessary to meet increased demands placed upon the City as a result of the development of said real property.

The Resolution provides in summary as follows:

1. The City Council declared its intention to conduct proceedings for the annexation to CFD No. 0815 of the territory described in Exhibit “A” to the Resolution. The City Council determined that the public convenience and necessity require that such territory be annexed to CFD No. 0815.

2. The territory which is included in CFD No. 0815 is described on the map of the Community Facilities District recorded in Book 0001 of Maps of Assessment and Community Facilities Districts, pages 0192 in the office of the County Recorder for the County of Kern, State of California, Instrument No. 224130816. The territory proposed to be annexed to CFD No. 0815 (“Annexation No. 1”) is described on the map thereof entitled “Annexation Map No. 1 (Tract 7421) of the City of Shafter Community Facilities District No. 0815, County of Kern, State of California,” which is on file with the City Clerk of the City (the “City Clerk”).

3. The types of public services to be provided within CFD No. 0815 are as follows:

(a) maintenance and lighting of parks, parkways, streets, roads and open space; (b) maintenance of recreational facilities, and (c) any other services authorized to be financed pursuant to the Act, (d) costs associated with the determination of the amount of and the levy and collection of special taxes which are levied to provide such services and reasonable costs otherwise incurred in order to carry out the authorized purposes of the annexed territory to CFD No. 0815.

Annexation No. 1 is proposed to provide and finance the same services as defined above. The services described above shall be provided, as needed, throughout CFD No. 0815 and the territory proposed to be annexed thereto for the benefit of all owners of property and residents of CFD No. 0815 and the territory proposed to be annexed thereto. The services to be provided and financed by CFD No. 0815, as previously described, are necessary to meet increased demands placed upon the City as a result of development occurring within CFD No. 0815 and the territory proposed to be annexed thereto.

4. Except where funds are otherwise available, special taxes sufficient to pay the costs of the services provided above and the annual administrative expenses of the City and CFD No. 0815 in determining, apportioning, levying and collecting such special taxes, shall be annually levied within the territory proposed to be annexed to CFD No. 0815. Pursuant to Section 53340 of the California Government Code, the special taxes shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes.

However, under no circumstances shall the special tax levied against any parcel subject to the levy of the special tax pursuant to the rates and method of apportionment be increased as a consequence of delinquency or default by the owner of any other parcel or parcels within the proposed annexed territory of CFD No. 0815 by more than ten percent (10%). The amended rate and method of apportionment of said special taxes shall be as set forth in Exhibit "B" of the Resolution, which sets forth in sufficient detail the method of apportionment to allow each landowner or resident within the territory proposed to be annexed to CFD No. 0815 to clearly estimate the maximum amount that such person will have to pay for the authorized services..

5. Notice is given that on December 2, 2025 at 6:00 o'clock p.m., or as soon thereafter as the matter may be heard, the City Council will hold a continued public hearing in the regular meeting place of the City Council being the Council Chambers of the City Council, located at 336 Pacific Ave, Shafter, California 93263 where this City Council will consider the annexation of territory to CFD No. 0815, the proposed method and apportionment of the Special Tax, and all other matters as set forth in the Resolution. That at the above-mentioned time and place for the continued public hearing any persons interested, including taxpayers and property owners, may appear and be heard, and that the testimony of all interested persons for or against the annexation of territory to CFD No. 0815, or the financing of the public services, will be heard and considered. Any protests may be made orally or in writing. However, any protests pertaining to the regularity or sufficiency of the proceedings shall be in writing and clearly set forth the irregularities and defects to which the objection is made. All written protests shall be filed with the City Clerk of the City Council on or before the time fixed for the continued public hearing. Written protests may be withdrawn in writing at any time before the conclusion of the continued public hearing.

If a written majority protest against the annexation of territory to CFD No. 0815 is filed, the proceedings shall be abandoned. If such majority protest is limited to certain public services or portions of the special tax, those services or that tax shall be eliminated by the City Council.

If, following the continued public hearing, the City Council determines to complete the annexation of territory to CFD No. 0815, the City Council shall then submit the levy of the special taxes to the qualified electors of the territory proposed for annexation to CFD No. 0815. If at least twelve (12) persons, who need not necessarily be the same twelve (12) persons, have been registered to vote within the territory proposed for annexation to CFD No. 0815 for each of the ninety (90) days preceding the close of the public hearing, the vote shall be by registered voters of the territory proposed for annexation to CFD No. 0815, with each voter having one (1) vote. Otherwise, the vote shall be by the landowners of the territory proposed for annexation to CFD No. 0815 who were the owners of record at the close of the subject hearing, with each such landowner or the authorized representative thereof, having one (1) vote for each acre or portion of an acre of land owned within the territory proposed for annexation to CFD No. 0815.

The Resolution contains other provisions which are not summarized above, including the Rate and Method of Apportionment. A complete copy of the Resolution of Intention may be reviewed or obtained at the office of the City Clerk at 336 Pacific Ave, Shafter, California 93263 during normal business hours.

If you wish to challenge the City's action on these matters in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Office of the City Clerk at or prior to the public hearing.

DATED: November 18, 2025

/s/ Yazmina Pallares
Yazmina Pallares, City Clerk
City of Shafter, County of Kern



CITY OF SHAFTER CITY COUNCIL REPORT

MEETING DATE: December 2, 2025

DEPARTMENT: Giovanni Perez, Economic Development Coordinator

SUBJECT: FIRST PUBLIC HYDROGEN AUTHORITY (FPH₂) MEMBERSHIP

RECOMMENDATION

Council find the action is not defined as a “project” per Section 15378(b)(5) of the CEQA Guidelines; adopt Resolution No. 3051, a Resolution of the City Council of the City of Shafter approving the JPA Agreement and membership with the First Public Hydrogen Authority.

BACKGROUND

The City of Lancaster, in partnership with the City of Industry, has established the First Public Hydrogen Authority (FPH₂) to facilitate the development of green hydrogen. This initiative aims to create a sustainable and economically viable hydrogen ecosystem by aggregating demand from various public and private stakeholders, thereby achieving lower hydrogen prices through bulk procurement.

FPH₂'s operational model is designed to aggregate hydrogen demand across a wide array of stakeholders, including transit agencies, municipalities, and port authorities. This collective demand will enable the procurement of green hydrogen at significantly reduced prices compared to current market rates, promoting wider adoption and utilization.

Shafter's Membership in FPH₂ offers a unique opportunity to participate in an innovative, collaborative initiative aimed at accelerating the transition to green hydrogen. FPH₂ invites all potential members to join this groundbreaking endeavor to collectively enhance our energy resilience and sustainability. The initiative towards green hydrogen has been put in motion by the recent zone code amendment, which conditionally allows hydrogen production in certain areas of industrial-zoned land.

Upon joining FPH₂, Staff will promote the membership in multiple ways, such as issuing a Press Release.

FISCAL IMPACT

There is no fiscal impact for a First Public Hydrogen Authority membership.

CEQA ANALYSIS

The action is not defined as a “project” per Section 15378(b)(5) of the CEQA Guidelines because the action is approval of a resolution authorizing membership in the First Public Hydrogen Authority and therefore, it is organizational and administrative activity that will not result in direct or indirect physical changes to the environment and not subject to CEQA.

APPROVED BY THE CITY ATTORNEY

ATTACHMENTS

1. Resolution 3051 First Public Hydrogen Authority Membership Approval and Authorization
2. FPH2 PPT Presentation Muni PDF

RESOLUTION NO. 3051

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHAFTER APPROVING THE JPA AGREEMENT AND MEMBERSHIP WITH THE FIRST PUBLIC HYDROGEN AUTHORITY

WHEREAS, the City of Shafter ("Agency") is a charter city organized and operating under the laws of the State of California, with the City Council of the City of Shafter ("Governing Body") serving as the governing body of the Agency;

WHEREAS, the First Public Hydrogen Authority ("Authority") is a joint exercise of powers authority created under the Joint Exercise of Powers Act (California Government Code Section 6500, *et seq.*) by that certain agreement dated today, ("JPA Agreement") attached hereto as Exhibit "B"; and

WHEREAS, Section 13 of the JPA Agreement, provides that public agencies may be added as parties to the JPA Agreement, and thereby become members of the Authority, upon the following: (i) the filing with the Authority of an executed counterpart of the JPA Agreement, attached herewith as Exhibit "A", together with a copy of the resolution of the governing body of the joining public agency approving the JPA Agreement and the execution and delivery thereof; and (ii) adoption of a resolution of the Authority's governing body approving the addition of such public agency as a member; and

WHEREAS, the City Council desires for the City to become a party to the JPA Agreement, and a member of the Authority, and finds that doing so will further the public health, safety, and general welfare of the community; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SHAFTER HEREBY RESOLVES AS FOLLOWS:

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

Section 2. City Council hereby approves and authorizes the City of Shafter to enter into the JPA Agreement, and thereby approves and authorizes the City of Shafter to become a member of the Authority.

Section 3. City Council hereby authorizes City Manager or City Manager's designee, Kamal Siada, Economic Development Director, to execute a counterpart to the JPA Agreement on behalf of the City of Shafter and file the same, along with a copy of this Resolution, with the Authority pursuant to Section 13 of the JPA Agreement.

Section 4. The action authorized by this Resolution does not authorize or approve a particular project, or grant any specific approval that would have a direct or reasonably foreseeable indirect environmental impact pursuant to the California Environmental Quality Act ("CEQA"). (See California Code of Regulations Title 14, Sections 15060(c); 15378(b).) As such, the mere approval of property acquisition and authorization to proceed does not constitute the approval of a "project" under CEQA, and no further action under CEQA is required.

Section 5. If any provision of this Resolution or the application thereof to any person, place, or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Resolution and such provisions as applied to other persons, places and circumstances shall remain in full force and effect. In the event of such severance, the remaining provisions shall be interpreted and enforced as if the Resolution did not contain the severed provision, with all other provisions remaining in full force and effect.

Section 6. This Resolution shall become effective immediately.

PASSED, APPROVED, AND ADOPTED THIS 18th DAY OF NOVEMBER, 2025.

Chad Givens, Mayor

ATTEST:

Yazmina Pallares, City Clerk

APPROVED AS TO FORM:

Marco Martinez, City Attorney

EXHIBIT A

**COUNTERPART TO JOINT
EXERCISE OF POWERS
AGREEMENT FOR FIRST
PUBLIC HYDROGEN
AUTHORITY**

THIS COUNTERPART TO JOINT EXERCISE OF POWERS AGREEMENT FOR FIRST PUBLIC HYDROGEN AUTHORITY, dated as of _____, 2025, is entered into by the City of Shafter with regard to that certain Joint Exercise of Powers Agreement for First Public Hydrogen Authority attached hereto (“JPA Agreement”).

By its authorized signature below, the City of Shafter agrees to be bound by each and all of the terms of the JPA Agreement.

CITY OF SHAFTER:

Kamal Siada, Economic Development Director

ATTEST:

Yazmina Pallares, City Clerk

EXHIBIT B

**JOINT POWERS
AGREEMENT**

**JOINT EXERCISE OF POWERS AGREEMENT
FOR FIRST PUBLIC HYDROGEN AUTHORITY**

THIS AGREEMENT, dated as of December 10, 2024, is entered into by and between the City of Lancaster, a municipal corporation (Lancaster) and the City of Industry, a municipal corporation (Industry). Lancaster and Industry are herein referred to as the “Founding Members”:

WITNESSETH

WHEREAS, pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (in effect as of the date hereof and as the same may from time to time be amended or supplemented, the “Joint Exercise of Powers Act”), two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, each of the Founding Members is a “public agency” as that term is defined in Section 6500 of the Joint Exercise of Powers Act; and

WHEREAS, pursuant to Article XI, Section 9, of the California Constitution, a municipal corporation may establish, purchase, and operate public works to furnish its inhabitants with light, water, power, heat, transportation, or means of communication; and

WHEREAS, each of the Founding Members may accomplish the purposes and objectives described in the preceding preamble by various means, including through making grants, loans or providing other financial assistance to governmental and nonprofit organizations, and private retail customers within their jurisdiction; and

WHEREAS, each Founding Member is also empowered by law to acquire and dispose of real property for a public purpose; and

WHEREAS, the Joint Exercise of Powers Act authorizes the Founding Members to create a joint exercise of powers entity with the authority to exercise any powers common to the Founding Members, as specified in this Agreement and to exercise the additional powers granted to it in the Joint Exercise of Powers Act and any other applicable provisions of the laws of the State of California; and

WHEREAS, pursuant to Section 10002 of the Public Utilities Code, any municipal corporation may acquire, construct, own, operate, or lease any public utility; and

WHEREAS, the intent of the Founding Members is to bring other qualifying public agencies into the joint exercise of power entity as members as provided herein (all such members together with the Founding Members shall herein be referred to as the “Members”); and

WHEREAS, it is the desire of the Founding Members to use a public entity established pursuant to the Joint Exercise of Powers Act to undertake the purchase, sale, and or resale of hydrogen and/or energy, the financing and/or refinancing of projects of any nature, including, but not limited to, capital or working capital projects, insurance, liability or maintenance programs or facilitating Members’ use of existing or new financial instruments and mechanisms; and

WHEREAS, it is further the intention of the Founding Members that the projects undertaken will result in significant public benefits to the jurisdictions of the Founding Members; and

WHEREAS, beginning January 1, 2027 the State has mandated that all vehicle purchases made by public agencies be for zero emissions vehicles; and

WHEREAS, the State has received 1.2 billion dollars in funding from the federal government and the State has formed the Alliance for Renewable Clean Hydrogen Energy Systems (ARCHES) for the purpose of distributing those funds; and

WHEREAS, municipal utilities have unique authority to implement energy services and cities have the authority to provide public transit services; and

WHEREAS, hydrogen is seen as an integral tool to solve the climate crisis; and

WHEREAS, First Public Hydrogen Authority is committed to provide transportation services and fueling infrastructure to assist in the state's energy transition goals; and

WHEREAS, First Public Hydrogen Authority intends to provide for off-grid and beyond the meter solutions for the construction of new industrial and residential developments; and

WHEREAS, First Public Hydrogen Authority intends to develop off-grid and beyond the meter solutions for transportation services; and

WHEREAS, First Public Hydrogen Authority intends to remove load from the grid while using microgrids powered by hydrogen; and

WHEREAS, by this Agreement, each Member desires to create and establish the "First Public Hydrogen Authority" for the purposes set forth herein and to exercise the powers provided herein;

NOW, THEREFORE, the Members, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

Section 1. Purpose.

This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act. The purpose of this Agreement is to establish a public entity for the joint exercise of powers common to the Members and for the exercise of additional powers given to a joint powers entity under the Joint Powers Act or any other applicable law, including, but not limited to, the purchase, sale, production, trading, retail, and/or resale, transport delivery and dispensary of hydrogen and/or energy, issuance of Bonds for any purpose or activity permitted under the Joint Exercise of Powers Act or any other applicable law. The purpose also includes, the design, construction, operation of behind the meter, off-grid energy solutions to be powered by a number of technologies including, but not limited to, solar, battery, and hydrogen fuel cell. Such purpose will be accomplished and said power exercised in the manner hereinafter set forth.

Section 2. Term.

This Agreement shall become effective in accordance with Section 16 as of the date hereof and shall continue in full force and effect until such time as it is terminated in writing by all the Members;

provided, however, that this Agreement shall not terminate or be terminated until each of the following is satisfied:

1. All Bonds issued or caused to be issued by the Authority (defined below) shall no longer be outstanding under the terms of the indenture, trust agreement or other instrument pursuant to which such Bonds are issued, or unless a successor to the Authority assumes all of the Authority's debts, liabilities and obligations;
2. All obligations under all Energy Contracts to which the Authority is a party have been fully performed, assigned or terminated in accordance with their respective terms. For purposes of the foregoing sentence, "Energy Contract" means an agreement for the purchase, sale or other disposition of hydrogen energy, hydrogen, renewable energy or related products, including a power purchase agreement and/or confirmation letter thereto.
3. All obligations to Authority's then current or former employees (e.g. pension, other post-employment benefits, and/or unfunded pension liability) have been fully satisfied, performed, assigned or terminated.

Section 3. Authority.

A. CREATION AND POWERS OF AUTHORITY.

Pursuant to the Joint Exercise of Powers Act, there is hereby created a public entity to be known as the "First Public Hydrogen Authority" (the "Authority"), and said Authority shall be a public entity separate and apart from the Members. Its debts, liabilities and obligations do not constitute debts, liabilities or obligations of any individual member and shall be debts, liabilities or obligations of the Authority, only.

B. BOARD.

The Authority shall be administered by a board of directors, comprised of the following:

1. Board Members. The Board shall be comprised of seven (7) members, each of whom shall have one (1) vote.

(a) The initial Board shall be appointed as follows:

- i. Lancaster shall appoint five (5) of the initial Board members and shall designate one (1) of those Board members as a "Founding Board Member"; and
- ii. Industry shall appoint one (1) Board member, who shall be a Founding Board Member.
- iii. The six initial Board members appointed by Lancaster and Industry shall appoint one (1) Board member.

- (b) With the exception of the Founding Board Members, if and as vacanc(ies) exist on the Board, the remaining members on the Board shall appoint such replacement member(s) as may be necessary to fill such vacanc(ies). Industry and Lancaster shall each continue to always appoint one (1) member to the Board should the respective Founding Board Member's seat become vacant.

(c) If a Board Member is absent without permission from the greater of (i) all Authority regular meetings for 90 days consecutively from the last regular meeting he or she attended, or (ii) two consecutive regular Board meetings, then his or her board position shall immediately become vacant and shall be filled in accordance with subsection (a) above.

(d) In the event that each of the governing bodies of the Founding Members determine by majority vote that any Board Member has engaged in malfeasance, neglect, and/or impropriety with regard to their Board Member duties, then his or her board position shall immediately become vacant and shall be filled in accordance with subsection (a) above.

2. The Board shall be the administering agency of this Agreement and, as such, shall be vested with the powers set forth herein, and shall administer this Agreement in accordance with the purposes and functions provided herein.

C. OFFICERS; DUTIES; OFFICIAL BONDS.

1. Chair and Vice Chair. The City of Lancaster shall appoint a Director to serve as the first Chair of the Board of Directors for a six (6) year term, and the Director appointed by Industry shall serve as the Vice Chair. At the conclusion of the first Chair's and Vice Chair's term, as well as at the conclusion of subsequent terms of office, or in the event of a vacancy, the Chair and Vice Chair shall be selected by a majority vote of the Board to serve a four (4) year term.

3. Other. The Board of Directors shall appoint a Chief Executive, General Counsel, Secretary, and Treasurer/Auditor-Controller of the Authority (the "Treasurer") pursuant to Section 6505.6 of the Joint Exercise of Powers Act.

Subject to the applicable provisions of any resolution, indenture, trust agreement or other instrument or proceeding authorizing or securing Bonds (each such resolution, indenture, trust agreement, instrument and proceeding being herein referred to as an "Indenture") providing for a trustee or other fiscal agent and except as may otherwise be specified by resolution of the Board, the Treasurer is designated as the depository of the Authority to have custody of all money of the Authority, from whatever source derived and shall have the powers, duties and responsibilities specified in Sections 6505, 6505.5 and 6509.5 of the Joint Exercise of Powers Act.

The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond with the Secretary of the Authority in the amount specified by resolution of the Board but in no event less than \$1,000.

The Chief Executive shall have the power to appoint such other officers and employees as he/she may deem necessary and to retain independent counsel, consultants and accountants subject to the same contract limits as the City Manager of Lancaster has until such time as the Board adopts its own purchasing policy.

The Board shall have the power, by resolution, to the extent permitted by the Joint Exercise of Powers Act or any other applicable law, to delegate any of its functions to one or more of the Board Members, employees or agents of the Authority and to cause any of said Board Members, employees

or agents to take any actions and execute any documents or instruments for and in the name and on behalf of the Board or the Authority.

D. MEETINGS OF THE BOARD.

(1) Ralph M. Brown Act.

All meetings of the Board, including, without limitation, regular, adjourned regular, special, and adjourned special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California), or any successor legislation hereinafter enacted (the "Brown Act").

(2) Regular Meetings.

The Board shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting each year. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Board. To the extent permitted by the Brown Act, such meetings may be held by telephone and/or video conference.

(3) Special Meetings.

Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California. To the extent permitted by the Brown Act, such meetings may be held by telephone and/or video conference.

(4) Minutes.

The Secretary of the Authority shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

(5) Quorum.

A majority of the Board shall constitute a quorum for the transaction of business. No action may be taken by the Board except upon the affirmative vote of a majority of the Directors constituting a quorum, except that less than a quorum may adjourn a meeting to another time and place.

E. RULES AND REGULATIONS.

The Authority may adopt, from time to time, by resolution of the Board such rules and regulations for the conduct of its meetings and affairs as may be required. In the absence of any policies or procedures, the policies or procedures of the City of Lancaster.

F. PUBLIC OFFICIALS

The Board Members shall be considered public officials within the meaning of the Political Reform Act of 1974, as amended, and its regulations, for the purposes of financial disclosure, conflict of interest and other requirements of such Act and regulations, and shall file annual statements of economic interest as required, along with any other officers of the Authority who is required to do so. Other persons working for or on behalf of the Authority may be required to file such statements in accordance with the Authority's conflict of interest code, which shall be adopted by the Board promptly.

G. TECHNICAL ADVISORY COMMITTEE.

The Authority shall have a Technical Advisory Committee ("TAC"), comprised of (i) the City Manager (or chief executive) of each Member, or his or her designee, and (ii) the Chief Executive Officer of the Authority. The TAC shall be vested with authority, responsibility and scope of activity as may be established by action of the Authority Board from time to time. Each member of the TAC shall have one vote.

Section 4. Powers.

The Authority shall have the power, in its own name, to exercise the common powers of the Members and to exercise all additional powers given to a joint powers entity under any of the laws of the State of California, including, but not limited to, the Joint Exercise of Powers Act, for any purpose authorized under this Agreement. Such powers shall include the common powers specified in this Agreement and may be exercised in the manner and according to the method provided in this Agreement. The Authority is hereby authorized to do all acts necessary for the exercise of such power, including, but not limited to, any of all of the following: to purchase, sell, and or resell hydrogen and/or energy; to make and enter into contracts; to employ agents and employees; to acquire, construct, provide for maintenance and operation of, or maintain and operate, any buildings, works or improvements; to acquire, hold or dispose of property wherever located; to incur debts, liabilities or obligations; to receive gifts, contributions and donations of property, funds, services, and other forms of assistance from person, firms, corporations and any governmental entity; to sue and be sued in its own name; to make grants, loans or provide other financial assistance to governmental and nonprofit organizations, or private retail customers to accomplish any of its purposes; and generally to do any and all things necessary or convenient to accomplish its purposes.

Without limiting the generality of the foregoing, the Authority may issue or cause to be issued Bonds, and pledge any property or revenues as security to the extent permitted under the Joint Exercise of Powers Act, or any other applicable provision of law; provided, however, the Authority shall not issue Bonds with respect to any project located in the jurisdiction of one or more Members unless the governing body of any such Member, or its duly authorized representative, shall approve, conditionally or unconditionally, the project, including the issuance of Bonds therefor. Such approval may be evidenced by resolution, certificate, order, report or such other means of written approval of such project as may be selected by the Member (or its authorized representative) whose approval is required. No such approval shall be required in connection with Bonds that refund Bonds previously issued by the Authority and approved by the governing board of a Member.

The manner in which the Authority shall exercise its powers and perform its duties is and shall be subject to the restrictions upon the manner in which a California charter city could exercise such powers and perform such duties. The manner in which the Authority shall exercise its powers and perform its duties shall not be subject to any restrictions applicable to the manner in which any other

public agency could exercise such powers or perform such duties, whether such agency is a party to this Agreement or not.

Section 5. Fiscal Year.

For the purposes of this Agreement, the term “Fiscal Year” shall mean the fiscal year as established from time to time by resolution of the Board, being, at the date of this Agreement, the period from July 1 to and including the following June 30, except for the first Fiscal Year which shall be the period from the date of this Agreement to June 30, 2025.

Section 6. Disposition of Assets.

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 2, after payment of all expenses and liabilities of the Authority, all property of the Authority both real and personal shall automatically vest in the Members in the manner and amount determined by the Board in its sole discretion and shall thereafter remain the sole property of the Members; provided, however, that any surplus money on hand shall be returned in proportion to the contributions made by the Members.

Section 7. Funding

Nothing in this Agreement shall require any Member to fund any costs associated with the administration of the Authority, any activity of the Authority, and any debts related thereto, including but not limited to, capital improvement projects, real property purchases, power purchase agreements, and maintenance costs. Any Member may elect to loan or grant funds to the Authority pursuant to such terms as such parties may mutually agree in writing.

Section 8. Bonds.

From time to time the Authority may issue Bonds, in one or more series, for the purpose of exercising its powers and raising the funds necessary to carry out its purposes under this Agreement. However, the Founding Members' credit ratings will not be utilized for the issuance of any Bonds without their prior written consent.

The services of bond counsel, financing consultants and other consultants and advisors working on the projects and/or their financing shall be used by the Authority. The expenses of the Authority shall be paid from the proceeds of the Bonds or any other unencumbered funds of the Authority available for such purpose.

Section 9. Bonds Only Limited and Special Obligations of Authority.

The Bonds, together with the interest and premium, if any, thereon, shall not be deemed to constitute a debt of any Member or pledge of the faith and credit of the Members or the Authority. The Bonds shall be only special obligations of the Authority, and the Authority shall under no circumstances be obligated to pay the Bonds except from revenues and other funds pledged therefor. Neither the Members nor the Authority shall be obligated to pay the principal of, premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members nor the faith and credit of the Authority shall be pledged to the payment of the principal of, premium, if any, or interest on the

Bonds nor shall the Members or the Authority in any manner be obligated to make any appropriation for such payment.

No covenant or agreement contained in any Bond or related document shall be deemed to be a covenant or agreement of any Board Member, or any officer, employee or agent of the Authority in his or her individual capacity and neither the Board of the Authority nor any Board Member or officer thereof executing the Bonds shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

Section 10. Accounts and Reports.

All funds of the Authority shall be strictly accounted for. The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice and by any provision of any Indenture (to the extent such duties are not assigned to a trustee of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by each Member.

The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Authority by a certified public accountant or public accountant in compliance with the provisions of Section 6505 of the Joint Exercise of Powers Act. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member and also with the county auditor of each county in which a Member is located; provided, however, that to the extent permitted by law, the Authority may, instead of filing such report with each Member and such county auditor, elect to post such report as a public record electronically on a website designated by the Authority. Such report if made shall be filed within 12 months of the end of the Fiscal Year or Years under examination.

The Treasurer is hereby directed to report in writing during the months of July, October, January, and April of each year to the Board which report shall describe the amount of money held by the Treasurer for the Authority, the amount of receipts since the last such report, and the amount paid out since the last such report (which may exclude amounts held by a trustee or other fiduciary in connection with any Bonds to the extent that such trustee or other fiduciary provided regular reports covering such amounts).

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

In any Fiscal Year the Board may, by resolution adopted by unanimous vote, replace the annual special audit with an audit covering a two-year period.

Section 11. Funds.

Subject to the applicable provisions of any Indenture, which may provide for a trustee or other fiduciary to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to the accounting procedures

developed under Sections 3(E) and 9, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions of purposes of this Agreement.

Section 12. Notices.

Notices and other communications hereunder to the Members shall be sufficient if delivered to the clerk of the governing body of each Member; provided, however, that to the extent permitted by law, the Authority may, provide notices and other communications and postings electronically (including, without limitation, through email).

Section 13. Additional Members/Withdrawal of Members.

Qualifying public agencies may be added as parties to this Agreement and become Members upon: (1) the filing by such public agency with the Authority of an executed counterpart of this Agreement, together with a copy of the resolution of the governing body of such public agency approving this Agreement and the execution and delivery hereof; and (2) adoption of a resolution of the Board approving the addition of such public agency as a Member. Upon satisfaction of such conditions, the Board shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

A Member may withdraw from this Agreement upon written notice to the Board; provided, however no such withdrawal notice shall be effective until and unless: (a) such withdrawal will not result in the dissolution of the Authority so long as any Bonds remain outstanding; (b) all obligations of such Member under all of the Energy Contracts between the Authority and such Member have been fully performed or assigned by such Member, and (c) the date on which all of the Energy Contracts to between the Authority and the Member have terminated or assigned in accordance with their respective terms. In the event that there are only two Members, a Member may withdraw, provided the withdrawing Member presents a substitute public agency to the Board for its approval as a Member. Said approval by the Board shall not be unreasonably withheld, conditioned, or delayed. Withdrawal of a Member shall not relieve the withdrawing Member of its share of any debts or other liabilities incurred by the Authority prior to the effective date of such withdrawal, or any liabilities imposed upon or incurred by the Member pursuant to this Agreement prior to the effective date of such withdrawal. Upon the effective date of a withdrawal, the withdrawing Member shall not be entitled to any revenue being generated by the Authority; provided, however, that it shall remain entitled a share of the revenue proportionate to that Member's contribution to (1) any existing or future long-term agreement, and (2) any conveyance of all or any portion of any asset of the Authority when, and if such conveyance, occurs.

Section 14. Indemnification.

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Director or an officer, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Director or an officer, employee or other agent of the Authority, against expenses, including attorneys' fees, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal

proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

The Authority shall defend, indemnify and hold harmless each Member and each Member's elected officials, officers, employees, agents and representatives, harmless from all claims, disputes, litigation, judgments and attorney fees arising out of the acts and/or omissions of the Authority.

Section 15. Immunities.

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, and other benefits which apply to the activity of officers, agents or employees of Members when performing their respective functions within the territorial limits of their respective public agencies, shall apply to the same degree and extent to the Directors, officers, employees, agents or other representatives of the Authority while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

Section 16. Amendments.

Except as provided in Section 12 above, this Agreement shall not be amended, modified, or altered without (1) a 30-day notice being given to each Member, and (2) written approval by each Member.

Section 17. Effectiveness.

This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of each of the Members on the date that the Board shall have received from each of the Founding Members an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing body of each such Founding Member approving this Agreement and the execution and delivery hereof.

Section 18. Partial Invalidity.

If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Section 19. Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the other Members.

Section 20. Insurance.

The Authority shall at all times maintain insurance policies (or pooled insurance coverage through a joint powers authority) naming the Members as additional insureds in compliance with the

following:

A. The insurance shall be in amounts no less than the following:

Commercial General Liability

Each Occurrence	\$2,000,000
Per Project General Aggregate	\$5,000,000
Including Products/Completed Operations; Contractual Liability/Independent Contractors; Property Damage	
<i>(Coverage shall be at least as broad as ISO form CG2010 11/85 or CG2010 07/04 and CG2037 07/04 combined, or an equivalent providing ongoing and completed operations)</i>	

Commercial Automobile Liability

Combined Single Limit per Accident for Bodily Injury and Property Damage	\$5,000,000
<i>(Coverage shall be at least as broad as ISO form CA00 01)</i>	

Workers Compensation

As Required by the State of California	Statutory Limits
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Employers' Liability

Each Accident	\$1,000,000
Bodily Injury by Disease	\$1,000,000
Each Employee	\$1,000,000
<i>(A Waiver of Subrogation must be provided on behalf of the Certificate Holder for the Workers Compensation & Employers' Liability policies)</i>	

Professional Liability

Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000

B. The Authority's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability.

C. Professional liability and/or cyber insurance written on a "claims made" basis must be renewed for a period of three (3) years after this contract expires or is terminated. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this contract and will cover Authority for all claims made by the City insured entities arising out of any acts or omissions of Authority or its officers, employees, or agents during the time this Agreement was in effect.

D. All insurance shall be primary and non-contributory as respects the Member insured entities. Any insurance or self-insurance maintained by the Member insured entities shall be in excess of the Authority's insurance and shall not contribute with it.

F. Authority shall furnish the Members with Certificates of Insurance and with endorsements effecting coverage required by this Agreement.

Section 21. Government Claims.

A. To the extent authorized by Government Code section 935 and any other laws, all claims against the Authority for money or damages, including any claims otherwise excepted from the claims filing requirement by Government Code section 905, shall be subject to and presented within the time and manner prescribed in Part 3 of Division 3.6 of Title 1 of the Government Code. A signed written claim shall be presented to the Authority by mail or personal delivery by the claimant or a person authorized by claimant to act on his or her behalf. The claim shall conform to the requirements of Government Code section 910.

B. Unless otherwise designated by the Board, the TAC shall comprise a Claims Committee. The Claims Committee shall, in consultation with legal counsel for the Authority, review all claims and make recommendations to the Board concerning their disposition.

Section 22. Miscellaneous.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

This Agreement shall be governed under the laws of the State of California.

This Agreement is the complete and exclusive statement of the agreement among the Members, which supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the Members relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Founding Members have caused this Agreement to be executed and attested by its duly authorized representatives as of the date and year first set forth above.

[SIGNATURES ON NEXT PAGE]

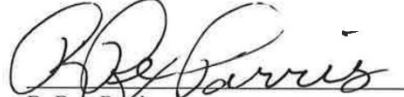
Founding Member:

CITY OF LANCASTER

By

Name: R. Rex Parris

Title: Mayor



ATTEST:


Andrea Alexander, Clerk

Founding Member:

CITY OF INDUSTRY

By

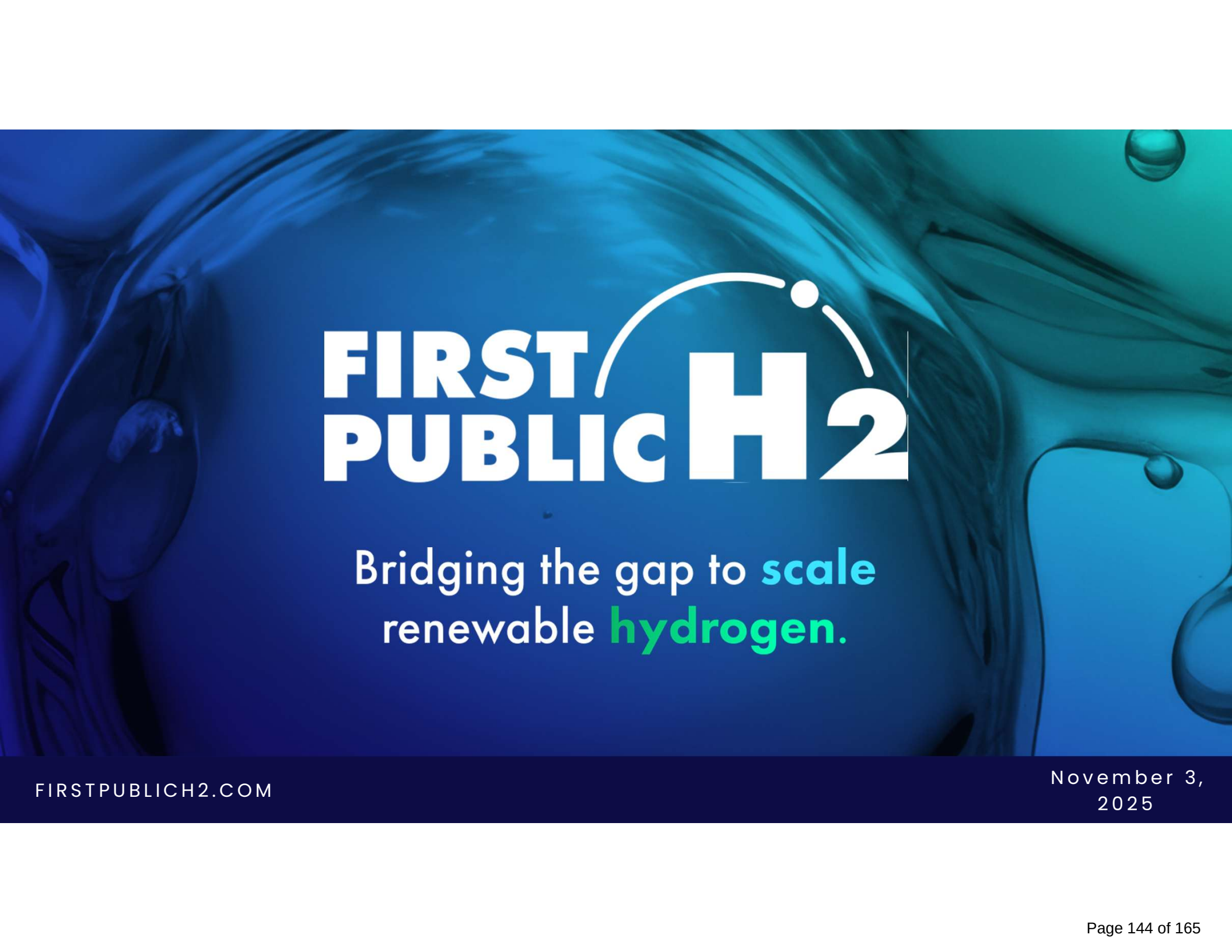
Name: Cory C. Moss

Title: Mayor



ATTEST:


Julie Gutierrez-Robles, Clerk



FIRST PUBLIC H₂

Bridging the gap to **scale**
renewable **hydrogen**.

FIRSTPUBLICH2.COM

November 3,
2025

The logo for 'FIRST PUBLIC H2' is centered on the left side of the slide. It features the words 'FIRST' and 'PUBLIC' in a bold, white, sans-serif font, stacked vertically. To the right of these words is a large 'H2', where the 'H' is also in a bold, white, sans-serif font, and the '2' is a subscript. A white arc with a dot at its end curves over the 'H2'. The entire logo is set against a dark blue circular background with a thin white border.

FIRST PUBLIC H₂

SHARED GOALS

Build a municipal, robust, cost-effective, accessible, zero-emission public hydrogen network

Remove barriers to achieving clean air and climate goals through H₂ deployments

Support strategic municipal partners to establish hydrogen infrastructure and expanded use across the California economy

Accelerate investments in new clean H₂ infrastructure—increase in-state supply, fueling equipment and power production

Joint Powers Authority

- JPA formed between City of Lancaster and City of Industry
- Municipally driven, public-first hydrogen utility
- Purpose-built to expand hydrogen market to new users – mobility, power, commercial
- Enables confidence in investment and secured procurement

FIRSTPUBLICH2.COM



Advantage for Municipalities



OUR SOLUTIONS



reduce
investment
risks



optimized
logistics and
delivery
solutions



competitive
pricing



opportunity for
P3s and
expanded
relationships



tailored
procurement



support with
LCFS and
stacking
incentives

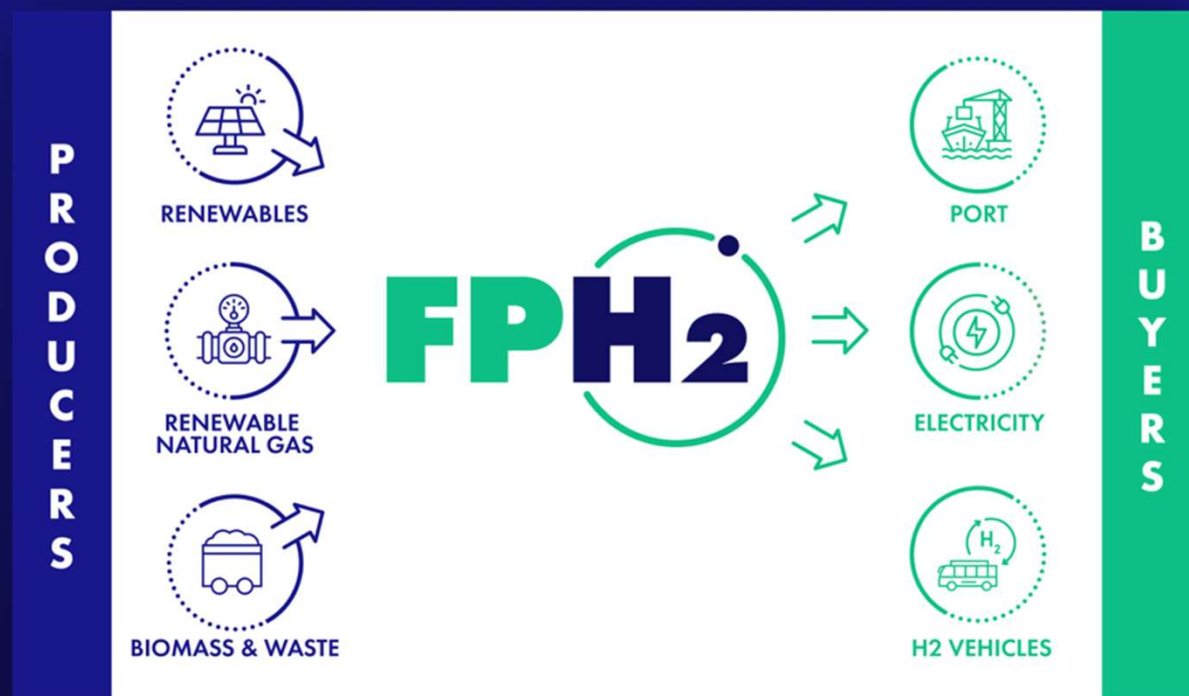
Why We Do This

- Municipal, cost-based lens needed for market disruption and access
- Strong foundation from a decade of successfully building a CCA across Southern and Central California
- Centralized procurement benefits for smaller off-takers
- Access to public financing tools limits costs
- Global markets demonstrate H2 price in California can and should come down for new users, like fleets, fuel cells, and stationary power
- Aggregating purchasing power leads to more effective commercial frameworks

How We Do This



- Aggregating Demand
- Facilitating Transactions
- Optimizing Delivery & Infrastructure
- De-risking the Market
- Competitive Pricing
- Tailored Procurement
- Public-Private Partnerships
- Project Development



How We Partner with Municipalities

We know Cities and provide the flexible solutions required to achieve your clean energy goals:

- Collaborate & advance clean energy goals from the community level.
- Provide technical expertise and centralized procurement to lower costs.
- Facilitate public-private partnerships to accelerate deployment.
- Support funding applications and local infrastructure planning.
- Benefit communities through transparency, local jobs, and long-term alignment.

FIRSTPUBLIC^{H2}.COM



How municipal entities join our network



Why join the FPH₂ network



FOR PRODUCERS

Expanding hydrogen supply



secure
long-term
buyers



reduce
investment
risks



optimized
logistics
solutions

FOR OFFTAKERS

Private entities can transact as participants. **Public agencies** can become members.



competitive
pricing



advisory board



tailored
procurement

Our Board



R. Rex Parris
Chairman
Mayor of Lancaster



Newell Ruggles
Vice Chairman
*City of Industry
Council Member*



Bob Hertzberg
*Fmr. Speaker of
CA State Assembly*



Tanya Peacock
*Managing Director,
EcoEngineers*



Aura Vasquez
*Renewable
Energy Advisor*



Jack Brouwer
*Professor, University
of California, Irvine*



Ernesto Medrano
*Executive Secretary,
LA/OC Building &
Constr. Trades Council*

Contact Us



hydrogen@fph2.org



[FirstPublicH2](#)



www.fph2.org



Jason Caudle, CEO
Lorraine Paskett, COO
Alexus Merino, Managing Director



CITY OF SHAFTER CITY COUNCIL REPORT

MEETING DATE: December 2, 2025

DEPARTMENT: Chris Schultz, Deputy IT Director

SUBJECT: NEW COMMUNITY-BASED INTERNET BRAND AND WEBSITE
DOMAIN PRESENTATION AND APPROVAL

RECOMMENDATION

Council find the action is not defined as a "project" per Section 15378(b)(5) of the CEQA Guidelines; approve the community internet brand *Sol Net Fiber* and website domain, *shafterconnect.com*, to ensure Staff can prepare the site for new customer internet connections as early as January 2026.

BACKGROUND

In July 2025, Council approved the public-private partnership Agreement between the City and Smart Fiber Networks ("P3 Partner"). This partnership was created with the community in mind and will allow the community's investment in a comprehensive fiber optic network to expand. This expansion will create the infrastructure necessary for our P3 Partner to begin providing internet service to our residents and businesses as early as January 2026. In order to provide the community with the ability to learn about the City's internet options, create an account in order to sign up for service, and maintain that account over time, the City and our P3 Partner must **develop a new brand** for the service and **develop a new website** for potential customers to go to for service.

City Staff have worked with our P3 Partner to come up with potential branding options and have selected "**Sol Net Fiber**" as the City's community-based internet service brand! The primary reason for selecting this brand name relates directly to the City's new logo, emphasizing the theme of the sun that exists in the logo. This brand will also have a "tag-line" associated with it that matches the Cultivating Prosperity theme; this tag-line will read "Cultivating Prosperity through Connectivity" and be included on both advertising materials and the new website. Sol Net Fiber will be the brand that residents and businesses see on our new website, the storefront leased by our P3 Partner downtown, and potentially on City vehicles for promotional purposes. Additionally, Sol Net Fiber will be the branding used on flyers, pamphlets, and documents created for City events, such as First Fridays.

For the website, Staff wanted to link Sol Net Fiber back to the City's name and purpose of this endeavor - *shafterconnect.com*. The website domain name is easy to remember for our residents and focuses on our City and the main purpose, connecting with our community. Staff recommends using a community-based website domain that differs

NEW COMMUNITY-BASED INTERNET BRAND AND WEBSITE DOMAIN PRESENTATION AND APPROVAL

from the brand name in case, over time, a new P3 Partner is acquired by the City with a different brand name approach. Should this situation occur, the City could continue to utilize shafterconnect.com without interruption to our customers who are used to going to that site for service.

Staff strongly recommends approving the branding and website domain names as presented.

FISCAL IMPACT

The creation of the new website domain as well as the content and connections associated with doing business transactions on the website are all covered by the Public-Private Partnership Agreement signed in July 2025. No additional City funding sources are required for this item.

CEQA ANALYSIS

The action is not defined as a “project” per Section 15378(b)(5) of the CEQA Guidelines because the action is the approval of a new community-based internet brand and website domain name and therefore, it is organizational and administrative activity that will not result in direct or indirect physical changes to the environment and not subject to CEQA.

APPROVED BY THE CITY ATTORNEY

Not Applicable

ATTACHMENTS

1. Council Presentation - Internet Branding and Website

Community-based Internet: Branding and Website Domain

Chris Schultz

Deputy IT Director

Council Presentation

December 2, 2025

Branding Vision

- Cultivates community pride and municipal trust
- Shows off the vision of Shafter's new logo
- Maintains the color palette associated with City's new brand
- Inserts a sense of bilingual resonance
- "Cultivating Prosperity through Connectivity"

SHAFTER ONLINE: VISUAL IDENTITY

Monogram Logo



SHAFTER ONLINE: VISUAL IDENTITY

Full Logo



SHAFTER ONLINE: VISUAL IDENTITY

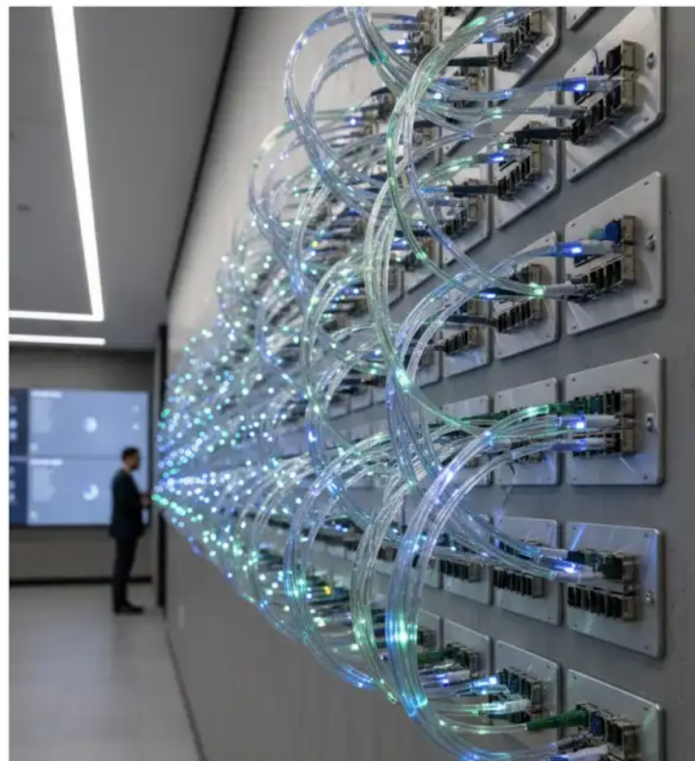
Seal Logo



Website Design

SHAFTER ONLINE

[HOME](#) [PRICING](#) [SERVICES](#) [CONTACT](#) [OUR STORY](#)



AFFORDABLE LOCAL INTERNET PLANS

Choose from our transparent pricing options designed to fit your household needs, with all proceeds reinvested locally to improve our community's digital infrastructure.

CULTIVATING PROSPERITY.

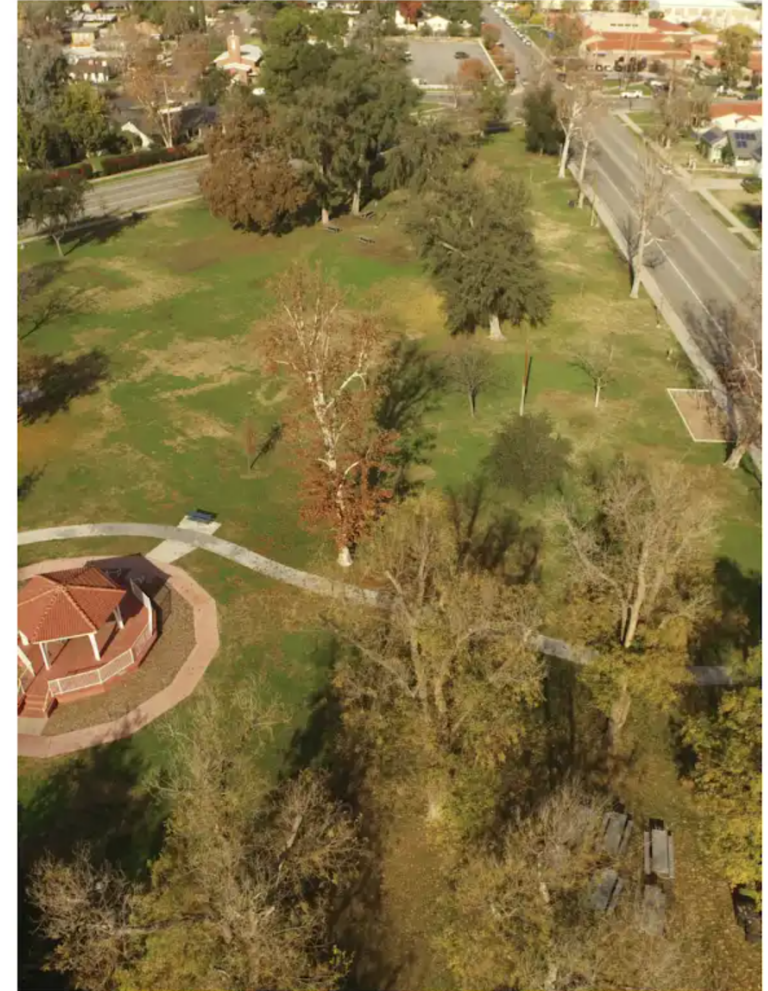
Website Design

COMMUNITY-OWNED INTERNET

RELIABLE, FAST, AND LOCAL: SHAFTER ONLINE

Shafter Online is dedicated to providing city-owned high-speed internet that keeps funds within our community. Our service offers a dependable alternative to large ISPs, ensuring affordable rates, local control, and better service for Shafter residents and businesses.

OUR STORY



What Happens Next?

Upon approval from Council, City staff and our P3 Partner will:

- Acquire website domains and licenses needed
- Build the website and obtain final approval from City Manager before making public
- Finalize all logos and markings
- Create links to approved website from the City's current website in multiple locations (homepage, Fiber Network page, etc.)

Questions / Comments