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

AGENDA
REGULAR MEETING
SHAFTER CITY COUNCIL
TUESDAY, MARCH 3, 2026

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:	Mayor Givens

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: February 11, 2026, February 19, 2026, February 23, 2026, February 26, 2026.
2. Approval of Minutes: December 16, 2025.
3. Council find the action is not defined as a “project” per Section 15378(b)(5) of the CEQA Guidelines; approve the Special Event Permit application submitted by The Hens Roost Inc. for “First Friday Market in Shafter,” including the requested temporary alterations/closures within the public right-of-way and related areas (Green Hotel parking lot; James Street in front of the Green Hotel; and Central Avenue in front of the park to James Street); and approve total costs for a year's worth of events at approximately $15,936.
4. Council find that the project is exempt from the California Environmental Quality Act; Adopt Resolution No. 3068, a Resolution of the City Council of the City of Shafter Terminating Williamson Act Preserve No. 8, Approving an Administrative Lot Split, and Authorizing Recordation of Associated Parcels and Easements for the North Shafter Community Park Project; authorize the City Manager to execute all necessary documents, including an administrative Grant Deed to reconfigure parcel boundaries without transferring ownership, associated Public Utility and Road Easements, and all documents required to effectuate the Williamson Act termination; and authorize the recordation and filing of said documents as required by law.
5. Council find the action is not defined as a “project” per Section 15378(b)(4) of the CEQA Guidelines; approve the Lease Amendment No. 1 Agreement (“Lease Amendment No 1”) for the continued parking lot lease located at 217 and 219 Central Avenue; approve a fiscal year 2025-26 budget adjustment from the General Fund for $1,000, and authorize City Manager or City Manager’s designee to execute all documents necessary to complete the transaction.

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. **TENTATIVE TRACT MAP NO. 7523 APPROVAL:** Council find the action has already been analyzed per the California Environmental Quality Act; adopt Resolution No. 3063, a Resolution of the City Council of the City of Shafter approving Tentative Tract Map No. 7523, as depicted in Exhibit "A" with conditions of approval as shown in Exhibit "B".

ROLL CALL

2. **AMEND SHAFTER MUNICIPAL CODE TITLE 5 (BUSINESS TAXES, LICENSES AND REGULATIONS) TO COMPLY WITH SENATE BILL 635:** Council find that the action is not defined as a “project” per Section 15378(b)(2) of the CEQA Guidelines; conduct hearing and introduce for first reading by title only and waive reading of Ordinance No. 778, an amendment Shafter Municipal Code Title 5 (Business Taxes, Licenses and Regulations) to comply with Senate Bill 635.

   ROLL CALL

3. **AMEND SHAFTER MUNICIPAL CODE TITLE 15 (BUILDING AND CONSTRUCTION) TO COMPLY WITH STATE LAW REGARDING ELECTRIC VEHICLE CHARGING STATIONS:** Council find that the action is not defined as a “project” per Section 15378(b)(2) of the CEQA Guidelines; conduct hearing and introduce for first reading by title only and waive reading of Ordinance No. 779, an amendment Shafter Municipal Code Title 15 (Building and Construction) to comply with State law regarding electric vehicle charging stations.

   ROLL CALL

4. **COMMUNITY DEVELOPMENT BLOCK GRANT FAIR SHARE FUNDING FOR FISCAL YEARS 2025-2026 AND 2026-2027 FILING OF A PROJECT APPLICATION PUBLIC HEARING:** Council finds that the action is not defined as a “project” per Section 15378(b)(4) of the California Environmental Quality Act (CEQA) Guidelines; conduct a public hearing to receive community input regarding potential uses of CDBG funds for Fiscal Years 2025-2026 and 2026-2027; adopt Resolution No. 3064, a Resolution of the City Council of the City of Shafter, authorizing the submission of an application to the County of Kern for up to the full estimated allocation amount for scalable improvements at Mannel Park, or an alternative eligible project approved by the City Council; and authorize staff to amend the application as necessary to reflect the final confirmed funding amount.

   ROLL CALL

5. **COMMUNITY DEVELOPMENT (CD) FUNDING ACTIVITY NUMBERS 18.22.1 AND 18.23.1 FOR POTENTIAL PROJECTS REALLOCATION PUBLIC HEARING:** Council find that the action is not defined as a "project" per Section 15378(b)(4) of the CEQA Guidelines; conduct a public hearing regarding the proposed cancellation of CD Activities 18.22.1 and 18.23.1 and the reallocation of associated CDBG funds; adopt Resolution No. 3065, a Resolution of the City Council of the City of Shafter, authorizing the cancellation of CD Activities 18.22.1 and 18.23.1 and the reallocation and consolidation of associated CDBG funds for improvements at Rodriguez Park, or an alternative eligible CDBG project approved by the City Council; and authorize staff to take all actions necessary to effectuate the funding reallocation consistent with Council direction.

   ROLL CALL

MANAGEMENT REPORT:

1. **RESOLUTION APPROVING LEASE AGREEMENT WITH WONDERFUL REAL ESTATE LLC FOR USE OF EXISTING CITY RAIL FACILITY LOCATED AT APNS 091-252-72, 091-253-09, 091-261-13, portion of 091-261-16, and 090-180-29:** Council find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 and 15302; and adopt Resolution No. 3067, authorizing the City Manager to enter into a lease agreement

with the Wonderful Industrial Park Logistics LLC ("Tenant") for the use of the City's existing rail facility located at APNs 091-252-72, 091-253-09, 091-261-13, portion of 091-261-16, and 090-180-29 (the "Lease").

ROLL CALL

2. **PURCHASE OF 1351 E ASH AVENUE SHAFTER, CA 93263 (APN 089-140-13):** Council find the action is not defined as a "project" per Section 15378(b)(4) of the CEQA Guidelines; approve the Purchase and Sale Agreement ("Purchase Agreement") for the purchase of the property located at 1351 E Ash Avenue; approve a fiscal year 2025-26 budget adjustment from the General Fund for $860,000; approve the use of Transit grant funding in the amount of $1,100,000 for this acquisition; and adopt Resolution 3066, a Resolution of the City Council of the City of Shafter, authorizing City Manager or his designee, Kamal Siada, Economic Development Director, to execute all documents necessary to complete the transaction.

ROLL CALL

3. **DISCUSSION AND DIRECTION REGARDING CONTRACTING WITH LEGAL COUNSEL TO REVIEW THE SHAFTER MUNICIPAL CODE FOR COMPLIANCE WITH STATE LAW:** Council receive and file. This item is for informational purposes only.

ROLL CALL

4. **APPROVAL FOR THE ADDITION OF A GIS COORDINATOR POSITION:** Council find that the action is not defined as a "project" per Section 15378(b)(5) of the CEQA Guidelines; approve the addition of one (1) GIS Coordinator position to the City's staffing allocation to ensure continuity of GIS operations, provide technical oversight of GIS infrastructure, and support the City's expanding infrastructure and fiber initiatives.

ROLL CALL

5. **LERDO HIGHWAY VEGETATIVE BARRIER TREE PLANTING PROJECT:** Council find that the action is exempt from the California Environmental Quality Act; approve the establishment of a new Capital Improvement Program project for the AB 617 Shafter Vegetative Barriers Project with a budget of $253,000; authorize Staff to utilize the City's existing bidding and procurement procedures for implementation of the project; and direct staff to return to the City Council for approval of any purchase or contract awards, as applicable, and to provide future project updates.

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., February 26, 2026. 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 March 3, 2026** 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- Cash10755

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
					DOCUMENT	INVOICE DTL DESC				
1879	02/11/2026	WIRE	144	ST OF CA EDD	75092	2/11/2026	02/11/2026		021126MI	237.99
					73235					
	Invoice: 2/11/2026					Warrant 021126 SIT				
				165.41 0100-00-000-00-00-205121-			State Income Tax Payable			
				32.58 0100-00-000-00-00-205130-			ST Disability Insur Payable			
				37.50 0100-00-000-00-00-205130-			ST Disability Insur Payable			
				2.50 0100-00-000-00-00-205130-			ST Disability Insur Payable			
							CHECK 1879 TOTAL:			237.99
1880	02/11/2026	WIRE	17	INTERNAL REVENUE SER	75091	2/11/2026	02/11/2026		021126MI	934.81
					73234					
	Invoice: 2/11/2026					Warrant 021126 FIT				
				551.37 0100-00-000-00-00-205120-			Federal Income Tax Payable			
				310.76 0100-00-000-00-00-205122-			FICA Tax Payable			
				72.68 0100-00-000-00-00-205123-			Medicare Tax Payable			
							CHECK 1880 TOTAL:			934.81

NUMBER OF CHECKS 2 *** CASH ACCOUNT TOTAL *** 1,172.80

	COUNT	AMOUNT
TOTAL WIRE TRANSFERS	2	1,172.80

*** GRAND TOTAL *** 1,172.80

City of Shafter
A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED
CLERK: 5292jdelatorre

YEAR PER JNL / SRC ACCOUNT / EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2026 8 410					
APP 0100-00-000-00-00-205000-	Accts Payable			1,172.80	
02/11/2026 021126MI 021126	AP CASH DISBURSEMENTS JOURNAL				
APP 0000-00-000-00-00-100010-	Cash: Mission Bank Acct#10755				1,172.80
02/11/2026 021126MI 021126	AP CASH DISBURSEMENTS JOURNAL				
	GENERAL LEDGER TOTAL			1,172.80	1,172.80
APP 0000-00-000-00-00-209001-	Due To 0100 - Gen Fund			1,172.80	
02/11/2026 021126MI 021126					
APP 0100-00-000-00-00-109000-	Due From Funds - Cash Pool				1,172.80
02/11/2026 021126MI 021126					
	SYSTEM GENERATED ENTRIES TOTAL			1,172.80	1,172.80
	JOURNAL 2026/08/410 TOTAL			2,345.60	2,345.60

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	8	410	02/11/2026		
0000-00-000-00-00-100010-				Cash: Mission Bank Acct#10755		1,172.80
0000-00-000-00-00-209001-				Due To 0100 - Gen Fund	1,172.80	
				FUND TOTAL	1,172.80	1,172.80
0100 General Fund	2026	8	410	02/11/2026		
0100-00-000-00-00-109000-				Due From Funds - Cash Pool		1,172.80
0100-00-000-00-00-205000-				Accts Payable	1,172.80	
				FUND TOTAL	1,172.80	1,172.80

City of Shafter
A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
0000 Pooled Cash Fund		1,172.80	
0100 General Fund			1,172.80
	TOTAL	1,172.80	1,172.80

** END OF REPORT - Generated by Jacqueline De La Torre **

City of Shafter
A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 0000-00-000-00-00-100010- Cash10755

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
1878	02/19/2026	WIRE	936	PUBLIC EMPL RETIREME	75550	73721	12/31/2025		PERSADJ	8.76
								CHECK	1878 TOTAL:	8.76
						NUMBER OF CHECKS 1		***	CASH ACCOUNT TOTAL ***	8.76

	COUNT	AMOUNT
TOTAL WIRE TRANSFERS	1	8.76

*** GRAND TOTAL *** 8.76

City of Shafter
A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED
CLERK: 5292lcampos

YEAR PER JNL / SRC ACCOUNT / EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2026 8 360					
APP 5002-00-000-00-00-205000-	Accts Payable			8.76	
02/23/2026 PERSADJ LC	AP CASH DISBURSEMENTS JOURNAL				
APP 0000-00-000-00-00-100010-	Cash: Mission Bank Acct#10755				8.76
02/23/2026 PERSADJ LC	AP CASH DISBURSEMENTS JOURNAL				
	GENERAL LEDGER TOTAL			8.76	8.76
APP 0000-00-000-00-00-209038-	Due To 5002 - Water Operat			8.76	
02/23/2026 PERSADJ LC					
APP 5002-00-000-00-00-109000-	Due From Funds - Cash Pool				8.76
02/23/2026 PERSADJ LC					
	SYSTEM GENERATED ENTRIES TOTAL			8.76	8.76
	JOURNAL 2026/08/360 TOTAL			17.52	17.52

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	8	360	02/23/2026		
0000-00-000-00-00-100010-				Cash: Mission Bank Acct#10755		8.76
0000-00-000-00-00-209038-				Due To 5002 - Water Operat	8.76	
				FUND TOTAL	8.76	8.76
5002 Water Operations	2026	8	360	02/23/2026		
5002-00-000-00-00-109000-				Due From Funds - Cash Pool		8.76
5002-00-000-00-00-205000-				Accts Payable	8.76	
				FUND TOTAL	8.76	8.76

City of Shafter
A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
0000 Pooled Cash Fund		8.76	
5002 Water Operations			8.76
	TOTAL	8.76	8.76

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

City of Shafter
A/P CASH DISBURSEMENTS JOURNAL

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			
1885	02/23/2026	WIRE	144	ST OF CA EDD	75715	2/23/2026	02/23/2026		022326VO	23.61
					73884					
	Invoice: 2/23/2026						WARRANT 022326 SIT			
					23.61 0100-00-000-00-00-205121-		State Income Tax Payable			
							CHECK 1885 TOTAL:			23.61
1886	02/23/2026	WIRE	17	INTERNAL REVENUE SER	75716	2/23/2026	02/23/2026		022326VO	86.08
					73885					
	Invoice: 2/23/2026						WARRANT 022326 FICA			
					28.62 0100-00-000-00-00-205122-		FICA Tax Payable			
					6.70 0100-00-000-00-00-205123-		Medicare Tax Payable			
					50.76 0100-00-000-00-00-205120-		Federal Income Tax Payable			
							CHECK 1886 TOTAL:			86.08

NUMBER OF CHECKS 2 *** CASH ACCOUNT TOTAL *** 109.69

	COUNT	AMOUNT
TOTAL WIRE TRANSFERS	2	109.69

*** GRAND TOTAL *** 109.69

City of Shafter
A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED
CLERK: 5292jdelatorre

YEAR PER JNL / SRC ACCOUNT / EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2026 8 416					
APP 0100-00-000-00-00-205000-	Accts Payable			109.69	
02/23/2026 022326VO 022326	AP CASH DISBURSEMENTS JOURNAL				
APP 0000-00-000-00-00-100010-	Cash: Mission Bank Acct#10755				109.69
02/23/2026 022326VO 022326	AP CASH DISBURSEMENTS JOURNAL				
	GENERAL LEDGER TOTAL			109.69	109.69
APP 0000-00-000-00-00-209001-	Due To 0100 - Gen Fund			109.69	
02/23/2026 022326VO 022326					
APP 0100-00-000-00-00-109000-	Due From Funds - Cash Pool				109.69
02/23/2026 022326VO 022326					
	SYSTEM GENERATED ENTRIES TOTAL			109.69	109.69
	JOURNAL 2026/08/416 TOTAL			219.38	219.38

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	8	416	02/23/2026		
0000-00-000-00-00-100010-				Cash: Mission Bank Acct#10755		109.69
0000-00-000-00-00-209001-				Due To 0100 - Gen Fund	109.69	
				FUND TOTAL	109.69	109.69
0100 General Fund	2026	8	416	02/23/2026		
0100-00-000-00-00-109000-				Due From Funds - Cash Pool		109.69
0100-00-000-00-00-205000-				Accts Payable	109.69	
				FUND TOTAL	109.69	109.69

City of Shafter
A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
0000 Pooled Cash Fund		109.69	
0100 General Fund			109.69
	TOTAL	109.69	109.69

** END OF REPORT - Generated by Jacqueline De La Torre **

City of Shafter
A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 0000-00-000-00-00-100010- Cash10755

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER / DOCUMENT	INVOICE	INV DATE	PO	WARRANT	NET
							INVOICE DTL DESC			
407	02/26/2026	EFT	13236	AMBER CHEMICAL INC	75286	0387525-IN	02/03/2026		022626	1,972.17
					73461					
Invoice: 0387525-IN							WATER - WATER CHEMICALS- HYPOCHLORITE			
					1,972.17 5002-40-400-20-00-510900-		Treatment Supplies			
							CHECK 407 TOTAL:			1,972.17
408	02/26/2026	EFT	1394	AMERICAN BUSINESS MA	75284	851969	02/12/2026		022626	784.30
					73459					
Invoice: 851969							836454 - CONTRACT USAGE CHARGE 11/20/25 - 2/19/26			
					261.40 0100-10-405-26-00-510001-		Departmental Supplies			
					261.40 0100-10-145-13-00-510001-		Departmental Supplies			
					261.50 0100-10-405-27-00-510001-		Departmental Supplies			
					75536	852585	02/17/2026		022626	270.87
					73708					
Invoice: 852585							Contract Invoice Canon/iR Adv DX C5840i			
					270.87 0100-10-140-10-00-510100-		Service Agreements			
					75568	851315	02/09/2026		022626	10.73
					73738					
Invoice: 851315							POLICE-Contract usage 2/17/26-3/16/26			
					10.73 0100-20-200-14-00-510100-		Service Agreements			
					75624	852554	02/16/2026		022626	16.09
					73794					
Invoice: 852554							SLLC Printer Ink			
					16.09 0100-30-300-04-00-510400-		Professional Services			
					75719	853084	02/20/2026		022626	365.84
					73888					
Invoice: 853084							City Hall Workroom-Contr Usage 1/30/26-2/27/26			
					73.17 0100-10-100-01-00-510100-		Service Agreements			
					73.17 0100-10-110-03-00-510100-		Service Agreements			
					73.17 0100-10-120-05-00-510100-		Service Agreements			
					73.17 0100-10-125-06-00-510100-		Service Agreements			
					73.16 0100-10-145-13-00-510100-		Service Agreements			
							CHECK 408 TOTAL:			1,447.83
409	02/26/2026	EFT	378	AMERICAN REFUSE INC	75285	374628	02/01/2026		022626	272.95
					73460					
Invoice: 374628							VETERAN'S HALL - REFUSE SERVICES - FEBRUARY 2026			
					272.95 0100-30-400-25-55-510706-		Refuse			
							CHECK 409 TOTAL:			272.95

City of Shafter
A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 0000-00-000-00-00-100010- Cash10755

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER / DOCUMENT	INVOICE / INVOICE DTL DESC	INV DATE	PO	WARRANT	NET
410	02/26/2026	EFT	1398	ARDURRA GROUP, INC.	75287 73462	180018	02/11/2026	14	022626	722.50
Invoice: 180018						Core City Bike Lane Project Engineering				
				722.50	E ST00043 -20 -200 -0200 0200-60-400-19-02-580100-	Capital Prj.- Infrastructure				
						CHECK 410 TOTAL:				722.50
411	02/26/2026	EFT	1479	ARMANDO CHACON	75723 73892	Per diem 2/20/26	02/20/2026		022626	449.50
Invoice: Per diem 2/20/26						POLICE-Per diem for Traffic Collision Basic #340				
				449.50	0100-20-200-14-00-510505-	Travel				
						CHECK 411 TOTAL:				449.50
412	02/26/2026	EFT	1480	ARMANDO CHAIDEZ	75724 73893	Per diem 2/20/26	02/20/2026		022626	449.50
Invoice: Per diem 2/20/26						POLICE-Per diem for Traffic Collision Basic #341				
				449.50	0100-20-200-14-00-510505-	Travel				
						CHECK 412 TOTAL:				449.50
413	02/26/2026	EFT	97	BEST BEST & KRIEGER	75728 73897	1053106	01/31/2026		022626	18,743.00
Invoice: 1053106						RETAINER LEGAL SERVICES THROUGH JANUARY 31, 2026				
				18,743.00	0100-10-130-08-00-510420-	Legal Services				
					75729 73898	1053107	01/31/2026		022626	14,681.27
Invoice: 1053107						LEGAL SERVICES THROUGH JANUARY 31, 2026				
				14,681.27	0100-10-130-08-00-510420-	Legal Services				
					75730 73899	1053108	01/31/2026		022626	10,629.85
Invoice: 1053108						LEGAL SERVICES THROUGH JANUARY 31, 2026				
				10,629.85	0100-10-130-08-00-510420-	Legal Services				
						CHECK 413 TOTAL:				44,054.12
414	02/26/2026	EFT	14425	CARLOS QUEZADA	75167 73310	281287	01/30/2026		022626	180.00
Invoice: 281287						Transit Carwash Shuttle 16,23,24,25,27				
				180.00	5003-40-140-12-00-510300-	Vehicle Operations				
					75537 73709	281291	02/13/2026		022626	80.00

City of Shafter
A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 0000-00-000-00-00-100010- Cash10755

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	DOCUMENT	INVOICE DTL DESC	INV DATE	PO	WARRANT	NET
	Invoice: 281291							LEARNING CENTER - BUS WASH 2.13.26				
							80.00 0100-30-300-04-00-510300-	Vehicle Operations				
					75538	281290			02/13/2026		022626	30.00
					73710							
	Invoice: 281290							FLEET SERVICE WASH - CM EQUINOX #519				
							5.00 0100-10-110-03-00-510300-	Vehicle Operations				
							5.00 0100-10-110-65-00-510300-	Vehicle Operations				
							5.00 0100-10-120-05-00-510300-	Vehicle Operations				
							5.00 0100-10-100-01-00-510300-	Vehicle Operations				
							5.00 0100-10-125-06-00-510300-	Vehicle Operations				
							2.50 0100-10-135-09-00-510300-	Vehicle Operations				
							2.50 0100-10-135-11-00-510300-	Vehicle Operations				
					75551	281288			02/13/2026		022626	270.00
					73722							
	Invoice: 281288							FLEET SERVICE WASH - BLDG				
							270.00 0100-10-405-26-00-510300-	Vehicle Operations				
					75558	281289			02/13/2026		022626	180.00
					73728							
	Invoice: 281289							ENGINEERING - FLEET WASHES - 02.13.2026				
							180.00 0100-40-400-18-00-510300-	Vehicle Operations				
					75718	281294			02/13/2026		022626	220.00
					73887							
	Invoice: 281294							TRANSIT CARWASH SHUTTLE 16,23,21,24,26,27				
							220.00 5003-40-140-12-00-510300-	Vehicle Operations				
								CHECK 414 TOTAL:				960.00
416	02/26/2026	EFT	1345	JEFFRIES BROS., INC	75279	187069CT			01/31/2026	231	022626	12,009.44
					73454							
	Invoice: 187069CT							FUEL CHARGES JANUARY 2026				
							457.86 0100-10-405-26-00-510302-	Vehicle Operations - Fuel				
							136.66 0100-10-405-27-00-510302-	Vehicle Operations - Fuel				
							86.47 0100-30-300-04-00-510302-	Vehicle Operations - Fuel				
							1,496.62 0100-40-400-18-00-510302-	Vehicle Operations - Fuel				
							2,559.41 0100-40-400-19-02-510302-	Vehicle Operations - Fuel				
							592.04 0100-40-400-19-04-510302-	Vehicle Operations - Fuel				
							3,525.02 0100-30-400-25-00-510302-	Vehicle Operations - Fuel				
							538.84 5000-40-400-21-00-510302-	Vehicle Operations - Fuel				
							2,446.88 5002-40-400-20-00-510302-	Vehicle Operations - Fuel				
							169.64 5100-50-405-28-00-510302-	Vehicle Operations - Fuel				
								CHECK 416 TOTAL:				12,009.44
417	02/26/2026	EFT	1366	JEFFRIES BROS., INC	75381	184742			12/18/2025		022626	108.15
					73554							
	Invoice: 184742							POLICE-Unit #220 Engine oil service				

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					DOCUMENT		INVOICE DTL DESC			
					108.15	0100-20-200-14-00-510300-		Vehicle Operations		
					75384	185761	01/02/2026		022626	120.05
					73557					
				Invoice: 185761			POLICE-Unit #180 Engine oil service			
					120.05	0100-20-200-14-00-510300-		Vehicle Operations		
					75386	185785	01/07/2026		022626	120.39
					73559					
				Invoice: 185785			POLICE-Unit #230 Engine oil service			
					120.39	0100-20-200-14-00-510300-		Vehicle Operations		
					75387	186215	01/15/2026		022626	120.39
					73560					
				Invoice: 186215			POLICE-Unit #183 Engine Oil Service			
					120.39	0100-20-200-14-00-510300-		Vehicle Operations		
					75388	186213	01/15/2026		022626	120.39
					73561					
				Invoice: 186213			POLICE-Unit #181 Engine oil service			
					120.39	0100-20-200-14-00-510300-		Vehicle Operations		
					75391	186851	01/28/2026		022626	120.39
					73564					
				Invoice: 186851			POLICE-Unit #244 Engine Oil Service			
					120.39	0100-20-200-14-00-510300-		Vehicle Operations		
					75581	188098	02/18/2026		022626	125.72
					73751					
				Invoice: 188098			POLICE-Unit #132 Engine Oil Service			
					125.72	0100-20-200-14-00-510300-		Vehicle Operations		
							CHECK	417 TOTAL:		835.48
418	02/26/2026	EFT	109	JIM BURKE FORD	75590	792288C	02/06/2026	223	022626	1,295.30
					73760					
				Invoice: 792288C			POLICE-Unit #200 Module for dashboard lighting			
					1,295.30	0100-20-200-14-00-510300-		Vehicle Operations		
							CHECK	418 TOTAL:		1,295.30
419	02/26/2026	EFT	616	MALLORY SERJEANT	75280	NOINV02122026	02/12/2026		022626	199.00
					73455					
				Invoice: NOINV02122026			Education Reimbursement - Summer 2025			
					199.00	0100-20-200-14-00-500503-		Education Reimbursement		
							CHECK	419 TOTAL:		199.00

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					DOCUMENT		INVOICE DTL DESC			
420	02/26/2026	EFT	350	QUAD KNOPF, INC	75421 73594	130938	02/12/2026	174	022626	1,756.60
	Invoice: 130938						Enviromental Compliance Services - Aquatic Center			
					1,756.60	E PF00002 -10 -110 - 0100-60-400-25-52-580200-		Capital Prj.- Buildings & Imp.		
					75636 73806	130937	02/12/2026	20250393	022626	1,885.00
	Invoice: 130937						NORTH PARK CUMMUNITY PARK - SURVEY SERVICES			
					1,885.00	E PK00008 -20 -200 - 0308-60-400-25-40-580200-		Capital Prj.- Buildings & Imp.		
							CHECK	420 TOTAL:		3,641.60
421	02/26/2026	EFT	291	SHAFTER PARTS & SUPP	75618 73788	083566	02/11/2026		022626	13.40
	Invoice: 083566						PARKS #215 - BK RIVET			
					13.40	0100-30-400-25-00-510300-		Vehicle Operations		
							CHECK	421 TOTAL:		13.40
422	02/26/2026	EFT	1049	SIMPLOT AB RETAIL IN	75471 73643	501198245	02/02/2026		022626	1,404.56
	Invoice: 501198245						WATER - ROUNDUP/FEVER/BRANDT			
					1,404.56	5002-40-400-20-00-510200-		Repairs & Maintenance		
							CHECK	422 TOTAL:		1,404.56
1025678	02/26/2026	PRTD	193	ABC HEALTH PROFESSIO	75236 73378	EM026251	01/30/2026		022626	135.00
	Invoice: EM026251						Pre Emp Medical Exam: G.Vega			
					135.00	0100-40-400-18-00-510115-		Recruitment		
					75712 73881	EM026568	02/19/2026		022626	135.00
	Invoice: EM026568						Pre Emp Medical Exam: J.Brown (ENG Volunteer)			
					135.00	0100-40-400-18-00-510115-		Recruitment		
							CHECK	1025678 TOTAL:		270.00
1025679	02/26/2026	PRTD	998	ABSOLUTE SOFTWARE, I	75727 73896	INV01831861	02/25/2026	226	022626	5,640.00
	Invoice: INV01831861						PD NetMotion Software Renewal			
					5,640.00	5103-50-500-29-00-510150-		Software Subscription		

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER / DOCUMENT	INVOICE / INVOICE DTL DESC	INV DATE	PO	WARRANT	NET
						CHECK 1025679 TOTAL:				5,640.00
1025680	02/26/2026	PRTD	15329	ADVANCED DATA STORAG	75708 73877	0233281	02/14/2026		022626	41.30
	Invoice: 0233281					Shred Services for FIN, HR, Code Enf.				
					13.76	0100-10-140-10-00-510400- Professional Services				
					13.77	0100-10-135-09-00-510400- Professional Services				
					13.77	0100-10-405-27-00-510400- Professional Services				
						CHECK 1025680 TOTAL:				41.30
1025681	02/26/2026	PRTD	1182	AEP CALIFORNIA LLC	75394 73566	INV0039836	01/29/2026		022626	444.50
	Invoice: INV0039836					POLICE-Unit #160 Blueprint remote control				
					444.50	0100-20-200-14-00-510300- Vehicle Operations				
					75571 73741	INV0039888	02/10/2026		022626	986.70
	Invoice: INV0039888					POLICE-Axon install for unit # 253				
					986.70	0100-60-200-14-00-570100- Automotive Equipment				
						CHECK 1025681 TOTAL:				1,431.20
1025682	02/26/2026	PRTD	10311	ALLIANT INSURANCE SE	75245 73420	02112006	02/11/2026		022626	1,198.00
	Invoice: 02112006					Special Events Insurance Vets Hall 4th QRT 2025				
					1,198.00	0100-00-000-00-00-205323- Rental Insurance Passthrough				
						CHECK 1025682 TOTAL:				1,198.00
1025683	02/26/2026	PRTD	14652	AMAZON CAPITAL SERVI	75238 73380	1CYQ-4Q1G-CF7P	02/03/2026		022626	82.04
	Invoice: 1CYQ-4Q1G-CF7P					HR Office Supplies				
					82.04	0100-10-135-09-00-510000- Office Supplies				
					75276 73451	1VXF-3D31-4WRX	02/11/2026		022626	245.47
	Invoice: 1VXF-3D31-4WRX					FACILITIES MAINT - TRANSIT WATER HEATER REPAIR				
					245.47	5100-50-405-28-65-510205- Building Repair & Maintenance				
					75288 73463	1R7V-W3KY-FW4L	02/10/2026		022626	66.63
	Invoice: 1R7V-W3KY-FW4L					ENGINEERING - WALL MOUNT FOR BELT BARRIER/PENS				
					45.57	5100-50-405-28-20-510205- Building Repair & Maintenance				
					21.06	5100-50-405-28-20-510001- Departmental Supplies				
					75289 73464	16KR-197X-QD7L	02/09/2026		022626	23.75

City of Shafter
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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
					DOCUMENT		INVOICE DTL DESC			
				Invoice: 16KR-197X-QD7L			ALL PW'S/ENGINEERING - USPS FOREVER STAMPS			
				3.95 5101-50-400-24-00-510000-			Office Supplies			
				3.96 5002-40-400-20-00-510000-			Office Supplies			
				3.96 0100-30-400-25-00-510000-			Office Supplies			
				3.96 5000-40-400-21-00-510000-			Office Supplies			
				3.96 0100-40-400-19-02-510000-			Office Supplies			
				3.96 0100-40-400-18-00-510000-			Office Supplies			
					75290	1RJF-7NJG-VQ9X	02/09/2026	022626		339.92
					73465					
				Invoice: 1RJF-7NJG-VQ9X			PARKS/SHOP - FRONT BUMPER/DWALT BATTERY			
				264.90 0100-30-400-25-00-510300-			Vehicle Operations			
				75.02 5101-50-400-24-00-510202-			Hardware & Tools			
					75372	1RHJ-7WMN-6KRN	02/12/2026	022626		415.66
					73545					
				Invoice: 1RHJ-7WMN-6KRN			HR Office Supplies			
				415.66 0100-10-135-11-00-510001-			Departmental Supplies			
					75417	1XTQ-DRTW-LL1C	02/13/2026	022626		15.76
					73590					
				Invoice: 1XTQ-DRTW-LL1C			SHOP - ELECTRICAL SHORT OPEN FINDER			
				15.76 5101-50-400-24-00-510202-			Hardware & Tools			
					75481	1TF7-N1R1-GWHC	02/17/2026	022626		82.98
					73653					
				Invoice: 1TF7-N1R1-GWHC			ALL PW'S - COFFEE CUPS			
				16.59 5101-50-400-24-00-510001-			Departmental Supplies			
				16.60 5002-40-400-20-00-510001-			Departmental Supplies			
				16.60 0100-30-400-25-00-510001-			Departmental Supplies			
				16.60 5000-40-400-21-00-510001-			Departmental Supplies			
				16.59 0100-40-400-19-02-510001-			Departmental Supplies			
					75482	1D99-PH7T-FTLM	02/17/2026	022626		41.46
					73654					
				Invoice: 1D99-PH7T-FTLM			SHOP - BOTTLE JACK			
				41.46 5101-50-400-24-00-510202-			Hardware & Tools			
					75553	1VTH-GNFV-1X71	02/17/2026	022626		121.53
					73723					
				Invoice: 1VTH-GNFV-1X71			Departmental Supplies			
				40.51 0100-10-405-26-00-510001-			Departmental Supplies			
				40.51 0100-10-405-27-00-510001-			Departmental Supplies			
				40.51 0100-10-145-13-00-510001-			Departmental Supplies			
					75574	111P-FPWL-3QJY	02/11/2026	022626		495.33
					73744					
				Invoice: 111P-FPWL-3QJY			POLICE-Streamlight Compact Tactical Weapon Lights			
				495.33 0100-20-200-14-00-510001-			Departmental Supplies			
					75575	1M37-3KJD-6QP3	02/14/2026	022626		147.38
					73745					

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CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
				DOCUMENT		INVOICE DTL DESC			
			Invoice: 1M37-3KJD-6QP3			POLICE-Night sight set			
				147.38	0100-20-200-14-00-510001-	Departmental Supplies			
				75576	1HJW-F49Q-9YMF	02/16/2026	022626		120.32
				73746					
			Invoice: 1HJW-F49Q-9YMF			POLICE-Tactical carrier and saddle rail			
				120.32	0100-20-200-14-00-510001-	Departmental Supplies			
				75577	1NXX-341K-H1DK	02/17/2026	022626		204.68
				73747					
			Invoice: 1NXX-341K-H1DK			POLICE-Mesa Tactical Sureshell carrier			
				204.68	0100-20-200-14-00-510001-	Departmental Supplies			
				75578	1CF9-MD13-9VNT	02/17/2026	022626		21.86
				73748					
			Invoice: 1CF9-MD13-9VNT			POLICE-Breakroom supplies			
				21.86	0100-20-200-14-00-510001-	Departmental Supplies			
				75579	1TGG-X6P3-7WHN	02/18/2026	022626		42.78
				73749					
			Invoice: 1TGG-X6P3-7WHN			POLICE-Breakroom supplies			
				42.78	0100-20-200-14-00-510001-	Departmental Supplies			
				75580	1YK6-HQNJ-MW6C	02/19/2026	022626		49.30
				73750					
			Invoice: 1YK6-HQNJ-MW6C			POLICE-Property room supplies			
				49.30	0100-20-200-14-00-510000-	Office Supplies			
				75592	1Q6Q-CWLM-PLN3	02/20/2026	022626		37.48
				73762					
			Invoice: 1Q6Q-CWLM-PLN3			POLICE-Property room supplies			
				37.48	0100-20-200-14-00-510001-	Departmental Supplies			
				75597	1Q6Q-CWLM-7F1M	02/19/2026	022626		209.65
				73767					
			Invoice: 1Q6Q-CWLM-7F1M			ALL PW'S/GYM - PULL UP BAR STATION			
				41.93	5101-50-400-24-00-510001-	Departmental Supplies			
				41.93	5002-40-400-20-00-510001-	Departmental Supplies			
				41.93	0100-30-400-25-00-510001-	Departmental Supplies			
				41.93	5000-40-400-21-00-510001-	Departmental Supplies			
				41.93	0100-40-400-19-02-510001-	Departmental Supplies			
				75625	1YHY-P1NG-4MRX	02/11/2026	022626		14.79
				73795					
			Invoice: 1YHY-P1NG-4MRX			SLLC Departmental Supplies			
				14.79	0100-30-300-04-00-510001-	Departmental Supplies			
				75626	17MN-LJ6Y-NLHL	02/13/2026	022626		49.96
				73796					
			Invoice: 17MN-LJ6Y-NLHL			SLLC Departmental Supplies			
				49.96	0100-30-300-04-00-510001-	Departmental Supplies			

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					DOCUMENT		INVOICE DTL DESC			
					75628	1YR3-LG34-394F	02/18/2026		022626	9.98
					73798					
Invoice: 1YR3-LG34-394F							SLLC Zip Books			
				9.98 0100-30-300-04-60-510015-			Books			
					75629	1M37-3KJD-M9J3	02/15/2026		022626	83.48
					73799					
Invoice: 1M37-3KJD-M9J3							SLLC Zip Books			
				83.48 0100-30-300-04-60-510015-			Books			
					75683	1CKG-DRD3-FLJC	02/23/2026		022626	402.94
					73852					
Invoice: 1CKG-DRD3-FLJC							VETS HALL: LIGHT BULBS/FACILITIES:SANITIZER TRAYS			
				320.37 0100-30-400-25-55-510205-			Building Repair & Maintenance			
				82.57 5100-50-405-28-00-510001-			Departmental Supplies			
					75709	11JV-WF97-7X46	02/18/2026		022626	56.99
					73878					
Invoice: 11JV-WF97-7X46							HR Dept. Supplies			
				28.50 0100-10-135-09-00-510001-			Departmental Supplies			
				28.49 0100-10-135-11-00-510001-			Departmental Supplies			
					75710	1KND-XHFD-QMVX	02/19/2026		022626	150.12
					73879					
Invoice: 1KND-XHFD-QMVX							HR Dept. Supplies			
				150.12 0100-10-135-09-00-510001-			Departmental Supplies			
							CHECK 1025683 TOTAL:			3,532.24
1025684	02/26/2026	PRTD	1620	AMPARO, FRANCES I	75635	73805	02/23/2026		022626	76.45
					73805					
Invoice: 73805							UB 114282 478 MOLLY OVER PAYMENT			
				76.45 5002-00-000-00-00-100101-			AR - Utility Billing			
							CHECK 1025684 TOTAL:			76.45
1025685	02/26/2026	PRTD	15105	ANGELICA M TORRES	75234	NOINV02112026	02/11/2026		022626	59.36
					73376					
Invoice: NOINV02112026							Mileage: EOC Training			
				59.36 0100-10-135-11-00-510505-			Travel			
							CHECK 1025685 TOTAL:			59.36
1025686	02/26/2026	PRTD	3	AT&T	75318	1076FEB26	02/04/2026		022626	31.76
					73493					
Invoice: 1076FEB26							PHONE CHARGES 238 841-1076 338			
				31.76 5002-40-400-20-00-510701-			Communications			
					75340	1077FEB26	02/04/2026		022626	31.76

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						INVOICE DTL DESC				
					73515					
	Invoice: 1077FEB26					PHONE CHARGES 238 841-1077 343				
					31.76 5002-40-400-20-00-510701-	Communications				
					75342	3228FEB26	02/04/2026		022626	33.69
					73516					
	Invoice: 3228FEB26					PHONE CHARGES 960 739-3228 555				
					33.69 5002-40-400-20-00-510701-	Communications				
					75344	1079FEB26	02/04/2026		022626	31.76
					73518					
	Invoice: 1079FEB26					PHONE CHARGES 238 841-1079 338				
					31.76 5002-40-400-20-00-510701-	Communications				
							CHECK 1025686 TOTAL:			128.97
1025687	02/26/2026	PRTD	12466	AT&T CALNET 3	75317	9391012257 JAN 26	01/31/2026		022626	32.39
					73492					
	Invoice: 9391012257 JAN 26					PHONE CHARGES				
					32.39 5002-40-400-20-00-510701-	Communications				
					75663	9391012270 FEB 26	02/23/2026		022626	36.31
					73832					
	Invoice: 9391012270 FEB 26					PHONE CHARGES				
					36.31 5100-50-405-28-90-510701-	Communications				
					75664	9391012263 FEB 26	02/23/2026		022626	31.84
					73833					
	Invoice: 9391012263 FEB 26					PHONE CHARGES				
					31.84 5000-40-400-21-00-510701-	Communications				
					75667	9391012266 FEB 26	02/23/2026		022626	31.84
					73836					
	Invoice: 9391012266 FEB 26					PHONE CHARGES				
					31.84 5100-50-405-28-90-510701-	Communications				
					75668	9391012268 FEB 26	02/17/2026		022626	31.84
					73837					
	Invoice: 9391012268 FEB 26					PHONE CHARGES				
					31.84 5000-40-400-21-00-510701-	Communications				
					75669	9391012267 FEB 26	02/17/2026		022626	92.41
					73838					
	Invoice: 9391012267 FEB 26					PHONE CHARGES				
					92.41 0100-30-300-04-00-510701-	Communications				
					75670	9391012260 FEB 26	02/17/2026		022626	31.84
					73839					
	Invoice: 9391012260 FEB 26					PHONE CHARGES				
					31.84 0100-30-400-25-55-510701-	Communications				

City of Shafter
A/P CASH DISBURSEMENTS JOURNAL

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			
					75672 73841	9391012273 FEB 26	02/17/2026		022626	165.46
Invoice: 9391012273 FEB 26							PHONE CHARGES			
					165.46	0100-20-200-14-00-510701-			Communications	
					75678 73847	9391012264 Feb 26	02/17/2026		022626	2,261.19
Invoice: 9391012264 Feb 26							Fiber voice circuit phone charges			
					1,130.59	0100-20-200-14-00-510701-			Communications	
					1,130.60	5100-50-405-28-90-510701-			Communications	
							CHECK 1025687 TOTAL:			2,715.12
1025688	02/26/2026	PRTD	1378	AXON ENTERPRISE, INC	75559 73729	INUS423174	02/15/2026		022626	362,518.58
Invoice: INUS423174							POLICE-Annual subscription			
					362,518.58	0310-20-200-14-00-510150-			Software Subscription	
					75560 73730	INUS424155	02/19/2026	230	022626	3,160.29
Invoice: INUS424155							POLICE-Unit #255 Axon Camera Equipment			
					3,160.29	0100-60-200-14-00-570100-FENT			Automotive Equipment	
					75706 73875	INUS383376-	10/01/2025		022626	23.56
Invoice: INUS383376-							POLICE-#246 fleet wiring sales tax			
					23.56	0100-20-200-14-00-510300-			Vehicle Operations	
							CHECK 1025688 TOTAL:			365,702.43
1025689	02/26/2026	PRTD	2318	BAKERSFIELD, CITY OF	75319 73494	264057	02/17/2026		022626	1,945.83
Invoice: 264057							STREETS-TRAFFIC SIGNAL MAINT - FIRST QTR 2025			
					1,945.83	0100-40-400-19-02-510117-			Traffic Sig. Operation & Maint	
					75320 73495	332372	02/12/2026		022626	2,024.67
Invoice: 332372							STREETS-TRAFFIC SIGNAL MAINT - SECOND QTR 2025			
					2,024.67	0100-40-400-19-02-510117-			Traffic Sig. Operation & Maint	
					75321 73496	333441	02/13/2026		022626	1,988.13
Invoice: 333441							STREETS-TRAFFIC SIGNAL MAINT - THIRD QTR 2025			
					1,988.13	0100-40-400-19-02-510117-			Traffic Sig. Operation & Maint	
							CHECK 1025689 TOTAL:			5,958.63

City of Shafter
A/P CASH DISBURSEMENTS JOURNAL

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			
1025690	02/26/2026	PRTD	1618	BARRAZA, ANTONIA	75339	73514	02/17/2026		022626	149.62
	Invoice: 73514				73514		UB 115675 240 ASH DEPOSIT REFUND			
					149.62	5002-00-000-00-00-205300-	Customer Deposits			
							CHECK 1025690 TOTAL:			149.62
1025691	02/26/2026	PRTD	770	BLUEBEAM, INC	75282	2724235	02/13/2026		022626	3,960.00
	Invoice: 2724235				73457		Annual Bleabeam Renewal			
					3,960.00	0100-40-400-18-00-510150-	Software Subscription			
							CHECK 1025691 TOTAL:			3,960.00
1025692	02/26/2026	PRTD	4537	BOLLES NURSERY	75634	92751	01/28/2026		022626	49.80
	Invoice: 92751				73804		Learning Center - Landscape			
					49.80	5100-50-405-28-50-510110-	Landscaping Services			
							CHECK 1025692 TOTAL:			49.80
1025693	02/26/2026	PRTD	13852	BOOT BARN INC	75393	INV00567613	02/06/2026		022626	295.45
	Invoice: INV00567613				73567		Boots FY 25/26 J.Barela			
					265.91	0100-30-400-25-00-500502-	Uniform & Equipment Allowance			
					14.77	0100-40-400-19-02-500502-	Uniform & Equipment Allowance			
					14.77	0100-40-400-19-02-500502-	Uniform & Equipment Allowance			
					75400	INV00567609	02/06/2026		022626	292.15
	Invoice: INV00567609				73573		Boots FY 25/26 I.Pallares			
					292.15	5101-50-400-24-00-500502-	Uniform & Equipment Allowance			
					75404	INV00567612	02/06/2026		022626	300.00
	Invoice: INV00567612				73578		Boots FY 25/26 M.Brown			
					300.00	5100-50-405-28-00-500502-	Uniform & Equipment Allowance			
							CHECK 1025693 TOTAL:			887.60
1025694	02/26/2026	PRTD	427	BRAXBRO, INC.	75567	1750	02/19/2026		022626	700.00
	Invoice: 1750				73736		WATER/SCADA - TANK #4 - TROUBLESHOOT PLC DATA			
					700.00					
					E WA00005	-50 -525 -				
					5002-60-400-20-00-580100-		Capital Prj.- Infrastructure			

City of Shafter
A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 0000-00-000-00-00-100010- Cash10755

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER / DOCUMENT	INVOICE / INVOICE DTL DESC	INV DATE	PO	WARRANT	NET
							CHECK	1025694 TOTAL:		700.00
1025695	02/26/2026	PRTD	5180	BSK ASSOCIATES	75419 73592	BJ00723	02/13/2026		022626	114.00
	Invoice: BJ00723				114.00	5002-40-400-20-00-510905- WATER - ANALYTICAL SERVICES - SAMPLES Water Testing/Samples				
					75642 73811	0112338	02/18/2026	102	022626	4,470.50
	Invoice: 0112338				4,470.50	E PK00008 -50 -515 -0100 0100-60-400-25-40-580200- North Community Park- Materials Testing Services Capital Prj.- Buildings & Imp.				
							CHECK	1025695 TOTAL:		4,584.50
1025696	02/26/2026	PRTD	12387	CALIFITNESS	75294 73469	41586	07/01/2025		022626	96.49
	Invoice: 41586				96.49	5100-50-405-28-20-510200- ALL PW'S - REPLACEMENT PARKS FOR FITNESS EQUIPMENT Repairs & Maintenance				
					75725 73894	43811	02/12/2026	246	022626	5,907.91
	Invoice: 43811				1,476.98 1,476.97 1,476.98 1,476.98	0100-40-400-19-02-510001- PW's Gym Equipment Departmental Supplies 0100-30-400-25-00-510001- Departmental Supplies 5000-40-400-21-00-510001- Departmental Supplies 5002-40-400-20-00-510001- Departmental Supplies				
							CHECK	1025696 TOTAL:		6,004.40
1025697	02/26/2026	PRTD	696	CALIFORNIA HIGHWAY P	75415 73588	NO INVOICE 2/18/26	02/18/2026		022626	50.00
	Invoice: NO INVOICE 2/18/26				50.00	5003-40-140-12-00-510300- TRANSIT CHP TERMINAL INSPECTION FOR ET-21 Vehicle Operations				
							CHECK	1025697 TOTAL:		50.00
1025698	02/26/2026	PRTD	78	CALIFORNIA TURF EQUI	75533 73705	699598	11/26/2025		022626	-121.32
	Invoice: 699598				-121.32	0100-30-400-25-00-510200- PARKS - CREDIT - COVER/VALVE Repairs & Maintenance				
					75699 73868	708264	02/23/2026		022626	314.03
	Invoice: 708264				314.03	0100-40-400-19-02-510204- STREETS - BUMP FEED TRIMMER HEAD Equipment Repair				

City of Shafter
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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
					DOCUMENT		INVOICE DTL DESC			
							CHECK 1025698 TOTAL:			192.71
1025699	02/26/2026	PRTD	424	CHARTER COMMUNICATIO	75598 73768	251061801021426	02/14/2026		022626	270.00
	Invoice: 251061801021426						POLICE-Substation backup internet			
					270.00 0100-20-200-14-13-510701-		Communications			
							CHECK 1025699 TOTAL:			270.00
1025700	02/26/2026	PRTD	1574	CIVIC SOLUTIONS PART	75741 73910	1182	01/31/2026		022626	52,281.25
	Invoice: 1182						Second INV.- 01.26 -ECONOMIC DEVELOPMENT STRATEGY			
					52,281.25 0100-10-125-06-00-510400-		Professional Services			
							CHECK 1025700 TOTAL:			52,281.25
1025701	02/26/2026	PRTD	974	CLEARGOV INC	75465 73637	2026-19060	02/08/2026		022626	15,192.08
	Invoice: 2026-19060						CLEARGOV SFTWRE SUBSCRIPTION FEE 02/08/26-02/07/27			
					3,038.42 0100-40-400-19-02-510150-		Software Subscription			
					3,038.42 0100-40-400-18-00-510150-		Software Subscription			
					3,038.42 5000-40-400-21-00-510150-		Software Subscription			
					3,038.41 5002-40-400-20-00-510150-		Software Subscription			
					3,038.41 0100-30-400-25-00-510150-		Software Subscription			
							CHECK 1025701 TOTAL:			15,192.08
1025702	02/26/2026	PRTD	14335	CORE & MAIN LP	75291 73466	Y457897	01/30/2026		022626	2,987.70
	Invoice: Y457897						WATER - TRAFFIC VALVE BOX/LID WATER			
					2,987.70 5002-40-400-20-00-510200-		Repairs & Maintenance			
					75292 73467	Y463425	01/30/2026		022626	2,514.78
	Invoice: Y463425						WATER - MTR CPLG/RUBBER MTR WASHER/ANG BALL MTR			
					2,514.78 5002-40-400-20-00-510200-		Repairs & Maintenance			
					75293 73468	Y470058	02/03/2026		022626	1,067.77
	Invoice: Y470058						WATER - NL METER ADPT			
					1,067.77 5002-40-400-20-00-510200-		Repairs & Maintenance			
							CHECK 1025702 TOTAL:			6,570.25
1025703	02/26/2026	PRTD	10992	CREATIVE CONCEPTS	75679 73848	64474	02/19/2026		022626	117.04
	Invoice: 64474						POLICE-Business cards			

City of Shafter
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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
					DOCUMENT		INVOICE DTL DESC			
						117.04 0100-20-200-14-00-510001-		Departmental Supplies		
								CHECK 1025703 TOTAL:		117.04
1025704	02/26/2026	PRTD	190	DANIELS TIRE SERVICE	75370	240205513	01/23/2026	022626		275.87
					73543					
	Invoice: 240205513						POLICE-2 new tires for shed			
						275.87 0100-20-200-14-00-510300-		Vehicle Operations		
					75373	240205510	01/23/2026	022626		551.74
					73546					
	Invoice: 240205510						POLICE-Unit #233 Four new tires			
						551.74 0100-20-200-14-00-510300-		Vehicle Operations		
					75375	240205511	01/23/2026	022626		275.87
					73548					
	Invoice: 240205511						POLICE-Unit #220 Two new tires			
						275.87 0100-20-200-14-00-510300-		Vehicle Operations		
					75377	240205509	01/23/2026	022626		551.74
					73549					
	Invoice: 240205509						POLICE-Unit #201 Four new tires			
						551.74 0100-20-200-14-00-510300-		Vehicle Operations		
					75378	240205512	01/23/2026	022626		275.87
					73551					
	Invoice: 240205512						POLICE-Unit #231 Two new tires			
						275.87 0100-20-200-14-00-510300-		Vehicle Operations		
								CHECK 1025704 TOTAL:		1,931.09
1025705	02/26/2026	PRTD	10809	DAVID STEVENS WELDIN	75412	4993	02/11/2026	022626		285.00
					73585					
	Invoice: 4993						ALL PW'S - 3 POINT HITCH WELD EAR FOR CASE LOADER			
						57.00 5101-50-400-24-00-510200-		Repairs & Maintenance		
						57.00 5002-40-400-20-00-510204-		Equipment Repair		
						57.00 0100-30-400-25-00-510204-		Equipment Repair		
						57.00 5000-40-400-21-00-510204-		Equipment Repair		
						57.00 0100-40-400-19-02-510204-		Equipment Repair		
								CHECK 1025705 TOTAL:		285.00
1025706	02/26/2026	PRTD	1617	DAWSON, JESSE J	75338	73513	02/17/2026	022626		351.61
					73513					
	Invoice: 73513						UB 114395 290 LOS ANGELES OVER PAYMENT			
						351.61 5002-00-000-00-00-100101-		AR - Utility Billing		

City of Shafter
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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
					DOCUMENT		INVOICE DTL DESC			
							CHECK 1025706 TOTAL:			351.61
1025707	02/26/2026	PRTD	206	DEE JASPAR & ASSOCIA	75295	26-00148	01/31/2026		022626	475.00
					73470					
Invoice: 26-00148							WATER - WELL #22 - DRILLING PROJECT			
					475.00 E WA00016 -10 -100 - 5002-60-400-20-00-580100-		Capital Prj.- Infrastructure			
					75296	26-00147	01/31/2026		022626	567.75
					73471					
Invoice: 26-00147							WELL PERMIT INSPECTION			
					567.75 5002-40-400-20-00-510400-		Professional Services			
							CHECK 1025707 TOTAL:			1,042.75
1025708	02/26/2026	PRTD	1491	DERRICK D ENTERPRISE	75283	PK00008-6	02/13/2026	125	022626	592,906.16
					73458					
Invoice: PK00008-6							North Shafter Community Park Project App #6			
					236,333.96 E PK00008 -50 -525 -0100 0100-60-400-25-40-580200-		Capital Prj.- Buildings & Imp.			
					356,572.20 E PK00008 -50 -525 -0308 0308-60-400-25-40-580200-		Capital Prj.- Buildings & Imp.			
							CHECK 1025708 TOTAL:			592,906.16
1025709	02/26/2026	PRTD	1292	DEPARTMENT OF MOTOR	75561	NOINV 2/20/26	02/20/2026		022626	3,931.00
					73731					
Invoice: NOINV 2/20/26							POLICE-Registration Fees for Unit #255			
					3,931.00 0100-60-200-14-00-570100-FENT		Automotive Equipment			
							CHECK 1025709 TOTAL:			3,931.00
1025710	02/26/2026	PRTD	147	EL POPULAR INC	75502	11094	02/10/2026		022626	585.00
					73688					
Invoice: 11094							CDBG Hearing Notices: FY 26-27 & Reallocate Funds			
					585.00 0100-40-400-18-00-510400-		Professional Services			
							CHECK 1025710 TOTAL:			585.00
1025711	02/26/2026	PRTD	151	ENTENMANN-ROVIN COMP	75680	0193289-IN	02/18/2026		022626	993.89
					73849					
Invoice: 0193289-IN							POLICE-Awards			
					993.89 0100-20-200-14-00-510001-		Departmental Supplies			

City of Shafter
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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
					DOCUMENT	INVOICE DTL DESC				
							CHECK	1025711 TOTAL:		993.89
1025712	02/26/2026	PRTD	158	FARM PUMP & IRRIGATI	75314	I0016934	02/05/2026		022626	28.97
					73489					
Invoice: I0016934						WATER - 8" ASB GASKET CUT RING				
				28.97 5002-40-400-20-00-510200-		Repairs & Maintenance				
							CHECK	1025712 TOTAL:		28.97
1025713	02/26/2026	PRTD	14044	FASTENAL COMPANY	75643	CABAE34684	02/18/2026	20250036	022626	206.11
					73812					
Invoice: CABAE34684						ALL PW'S - VENDING MACHINE SUPPLIES				
				71.35 0100-40-400-19-02-510001-		Departmental Supplies				
				55.49 0100-30-400-25-00-510001-		Departmental Supplies				
				23.78 5000-40-400-21-00-510001-		Departmental Supplies				
				47.56 5002-40-400-20-00-510001-		Departmental Supplies				
				7.93 5101-50-400-24-00-510001-		Departmental Supplies				
							CHECK	1025713 TOTAL:		206.11
1025714	02/26/2026	PRTD	159	FEDEX	75316	9-167-36597	02/06/2026		022626	40.66
					73491					
Invoice: 9-167-36597						ENGINEERING - POSTAGE TO COMMOWEALTH LAND TITLE				
				40.66 0100-40-400-18-00-510103-		Postage & Freight				
							CHECK	1025714 TOTAL:		40.66
1025715	02/26/2026	PRTD	1621	FELICIA ARISMENDEZ	75674	Per diem 2/12/26	02/12/2026		022626	128.50
					73843					
Invoice: Per diem 2/12/26						POLICE-Per diem for Euthanasia By Injection worksh				
				128.50 0100-20-200-15-00-510505-		Travel				
							CHECK	1025715 TOTAL:		128.50
1025716	02/26/2026	PRTD	5903	FERGUSON ENTERPRISES	75311	0053901	01/30/2026		022626	108.57
					73486					
Invoice: 0053901						WATER - HOSE/RING EPDM/O-RING/EPDM O-RING				
				108.57 5002-40-400-20-00-510200-		Repairs & Maintenance				
					75312	0053089-1	02/03/2026		022626	1,273.17
					73487					
Invoice: 0053089-1						WATER - 6 TOP BLT COUP				
				1,273.17 5002-40-400-20-00-510200-		Repairs & Maintenance				
					75313	CM004306	02/05/2026		022626	-1,173.04
					73488					
Invoice: CM004306						WATER - CREDIT - MTR BX L/LID				

City of Shafter
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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
					DOCUMENT		INVOICE DTL DESC			
					-1,173.04	5002-40-400-20-00-510200-			Repairs & Maintenance	
					75613 73783	0054681	02/06/2026		022626	315.68
				Invoice: 0054681	315.68	5002-40-400-20-00-510200-	WATER - PVC COUP/GxG WYE/PLUG/ADPT/SWR PIPE		Repairs & Maintenance	
							CHECK 1025716 TOTAL:			524.38
1025717	02/26/2026	PRTD	12171	FGL ENVIRONMENTAL	75383 73556	640054A	01/20/2026		022626	661.00
				Invoice: 640054A	661.00	5002-40-400-20-00-510905-	BACTERIOLOGICAL TESTING FOR WATER SYSTEM		Water Testing/Samples	
					75385 73558	640055A	01/20/2026		022626	661.00
				Invoice: 640055A	661.00	5002-40-400-20-00-510905-	BACTERIOLOGICAL TESTING FOR WATER SYSTEM		Water Testing/Samples	
					75390 73563	640056A	01/20/2026		022626	80.00
				Invoice: 640056A	80.00	5002-40-400-20-00-510905-	BACTERIOLOGICAL TESTING FOR WATER SYSTEM		Water Testing/Samples	
					75395 73568	640057A	01/21/2026		022626	856.00
				Invoice: 640057A	856.00	5002-40-400-20-00-510905-	BACTERIOLOGICAL TESTING FOR WATER SYSTEM		Water Testing/Samples	
					75396 73569	640339A	02/03/2026		022626	651.00
				Invoice: 640339A	651.00	5002-40-400-20-00-510905-	BACTERIOLOGICAL TESTING FOR WATER SYSTEM		Water Testing/Samples	
					75397 73570	640190A	02/10/2026		022626	260.00
				Invoice: 640190A	260.00	5002-40-400-20-00-510905-	BACTERIOLOGICAL TESTING FOR WATER SYSTEM		Water Testing/Samples	
					75398 73571	640331A	02/10/2026		022626	155.00
				Invoice: 640331A	155.00	5002-40-400-20-00-510905-	BACTERIOLOGICAL TESTING FOR WATER SYSTEM		Water Testing/Samples	
					75399 73572	640332A	02/10/2026		022626	596.00
				Invoice: 640332A	596.00	5002-40-400-20-00-510905-	BACTERIOLOGICAL TESTING FOR WATER SYSTEM		Water Testing/Samples	
					75401 73574	640537A	02/10/2026		022626	108.00

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
					DOCUMENT		INVOICE DTL DESC			
				Invoice: 640537A			BACTERIOLOGICAL TESTING FOR WATER SYSTEM			
				108.00 5002-40-400-20-00-510905-			Water Testing/Samples			
					75402	640538A	02/10/2026		022626	108.00
					73575					
				Invoice: 640538A			BACTERIOLOGICAL TESTING FOR WATER SYSTEM			
				108.00 5002-40-400-20-00-510905-			Water Testing/Samples			
					75403	640539A	02/10/2026		022626	79.00
					73576					
				Invoice: 640539A			BACTERIOLOGICAL TESTING FOR WATER SYSTEM			
				79.00 5002-40-400-20-00-510905-			Water Testing/Samples			
					75405	640680A	02/10/2026		022626	32.00
					73577					
				Invoice: 640680A			BACTERIOLOGICAL TESTING FOR WATER SYSTEM			
				32.00 5002-40-400-20-00-510905-			Water Testing/Samples			
					75406	640681A	02/10/2026		022626	138.00
					73579					
				Invoice: 640681A			BACTERIOLOGICAL TESTING FOR WATER SYSTEM			
				138.00 5002-40-400-20-00-510905-			Water Testing/Samples			
					75407	640682A	02/10/2026		022626	138.00
					73580					
				Invoice: 640682A			BACTERIOLOGICAL TESTING FOR WATER SYSTEM			
				138.00 5002-40-400-20-00-510905-			Water Testing/Samples			
					75408	640683A	02/10/2026		022626	138.00
					73581					
				Invoice: 640683A			BACTERIOLOGICAL TESTING FOR WATER SYSTEM			
				138.00 5002-40-400-20-00-510905-			Water Testing/Samples			
					75409	640684A	02/10/2026		022626	203.00
					73582					
				Invoice: 640684A			BACTERIOLOGICAL TESTING FOR WATER SYSTEM			
				203.00 5002-40-400-20-00-510905-			Water Testing/Samples			
					75411	640685A	02/10/2026		022626	138.00
					73584					
				Invoice: 640685A			BACTERIOLOGICAL TESTING FOR WATER SYSTEM			
				138.00 5002-40-400-20-00-510905-			Water Testing/Samples			
					75608	640676A	02/12/2026		022626	360.00
					73778					
				Invoice: 640676A			BACTERIOLOGICAL TESTING FOR WATER SYSTEM			
				360.00 5002-40-400-20-00-510905-			Water Testing/Samples			
					75609	640677A	02/13/2026		022626	596.00
					73779					
				Invoice: 640677A			BACTERIOLOGICAL TESTING FOR WATER SYSTEM			
				596.00 5002-40-400-20-00-510905-			Water Testing/Samples			

City of Shafter
A/P CASH DISBURSEMENTS JOURNAL

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			
					75610	640678A	02/13/2026		022626	596.00
					73780					
Invoice: 640678A							BACTERIOLOGICAL TESTING FOR WATER SYSTEM			
				596.00 5002-40-400-20-00-510905-			Water Testing/Samples			
					75611	640679A	02/12/2026		022626	68.00
					73781					
Invoice: 640679A							BACTERIOLOGICAL TESTING FOR WATER SYSTEM			
				68.00 5002-40-400-20-00-510905-			Water Testing/Samples			
					75612	640870A	02/18/2026		022626	30.00
					73782					
Invoice: 640870A							BACTERIOLOGICAL TESTING FOR WATER SYSTEM			
				30.00 5002-40-400-20-00-510905-			Water Testing/Samples			
							CHECK 1025717 TOTAL:			6,652.00
1025718	02/26/2026	PRTD	1320	FELIX MENDOZA RODRIG	75297	1382	02/12/2026		022626	1,200.00
					73472					
Invoice: 1382							TRANSIT TRANSPORTATION OF SHUTTLE FROM ANAHEIM			
				1,200.00 5003-40-140-12-00-510300-			Vehicle Operations			
							CHECK 1025718 TOTAL:			1,200.00
1025719	02/26/2026	PRTD	148	GHA TECHNOLOGIES INC	75554	2008036	02/18/2026	233	022626	13,410.00
					73724					
Invoice: 2008036							Lenovo Hardware Upgrade / EOC Compatible			
				13,410.00 0100-10-135-09-00-510202-			Hardware & Tools			
					75555	2007657	02/15/2026		022626	319.04
					73725					
Invoice: 2007657							Additional Adobe Licenses - Qty.2 (HR/FIN.)			
				319.04 5103-50-500-29-00-510150-			Software Subscription			
							CHECK 1025719 TOTAL:			13,729.04
1025720	02/26/2026	PRTD	1612	GILBERT VEGA	75376	NOINV02172026	01/23/2026		022626	25.00
					73550					
Invoice: NOINV02172026							Live Scan Reimbursement - Gilbert Vega			
				25.00 0100-40-400-18-00-510115-			Recruitment			
							CHECK 1025720 TOTAL:			25.00
1025721	02/26/2026	PRTD	2	HITCHCOCK'S AUTO PAR	75211	434251	01/29/2026		022626	12.63
					73366					
Invoice: 434251							SHOP - WD-40 8oz			
				12.63 5101-50-400-24-00-510001-			Departmental Supplies			

City of Shafter
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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			
					75225	434288	01/29/2026		022626	198.20
					73367					
Invoice: 434288							PARKS - BRAKE ROTOR			
				198.20 0100-30-400-25-00-510300-			Vehicle Operations			
					75226	434290	01/29/2026		022626	17.66
					73368					
Invoice: 434290							SHOP - RED BINYL/AWG/GA PINK 20FT			
				17.66 5101-50-400-24-00-510001-			Departmental Supplies			
					75228	434529	02/03/2026		022626	30.22
					73370					
Invoice: 434529							SHOP - YELLOW FS G			
				30.22 5101-50-400-24-00-510001-			Departmental Supplies			
					75229	434588	02/04/2026		022626	111.67
					73371					
Invoice: 434588							STREETS #117 - RAGS/SHINE TIRE/MICROFIBER			
				111.67 0100-40-400-19-02-510001-			Departmental Supplies			
					75230	434576	02/04/2026		022626	17.15
					73372					
Invoice: 434576							SHOP - 2x4 PHILLIUPS DUAL			
				17.15 5101-50-400-24-00-510202-			Hardware & Tools			
					75231	434577	02/04/2026		022626	7.13
					73373					
Invoice: 434577							PARKS - LONG LIFE MINI			
				7.13 0100-30-400-25-00-510300-			Vehicle Operations			
					75232	434751	02/09/2026		022626	68.78
					73374					
Invoice: 434751							WATER #223 - DEXOS 5W30/ENGINE OIL FILTER			
				68.78 5002-40-400-20-00-510300-			Vehicle Operations			
					75233	434750	02/09/2026		022626	44.85
					73375					
Invoice: 434750							WATER #223 - OIL 5W30			
				44.85 5002-40-400-20-00-510300-			Vehicle Operations			
					75240	434792	02/10/2026		022626	68.78
					73382					
Invoice: 434792							PARKS #316 - OIL FILTER/OIL 0W20			
				68.78 0100-30-400-25-00-510300-			Vehicle Operations			
					75241	434791	02/10/2026		022626	78.70
					73383					
Invoice: 434791							STREETS - TRAILER - LIGHTS/22-14 GA NYLON/1/4 BLUE			
				78.70 0100-40-400-19-02-510204-			Equipment Repair			
					75243	434804	02/10/2026		022626	27.56

City of Shafter
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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
					DOCUMENT		INVOICE DTL DESC			
					73385					
	Invoice: 434804						STREETS #621 - BULB			
					27.56	0100-40-400-19-02-510300-	Vehicle Operations			
					75302	434805	02/10/2026	022626		16.06
					73477					
	Invoice: 434805						STREETS - TRAILER - HOSE CLAMP			
					16.06	0100-40-400-19-02-510204-	Equipment Repair			
					75303	434881	02/11/2026	022626		10.73
					73478					
	Invoice: 434881						SHOP - HITCH PIN			
					10.73	5101-50-400-24-00-510300-	Vehicle Operations			
					75304	434938	02/12/2026	022626		83.73
					73479					
	Invoice: 434938						WATER #323 - OIL FILTER/OIL 5W30			
					83.73	5002-40-400-20-00-510300-	Vehicle Operations			
					75364	434232	01/28/2026	022626		239.29
					73538					
	Invoice: 434232						POLICE-Unit #160 New battery			
					239.29	0100-20-200-14-00-510300-	Vehicle Operations			
					75366	434369	01/30/2026	022626		-10.77
					73539					
	Invoice: 434369						POLICE-Unit #151 Refund for Basic halogen headligh			
					-10.77	0100-20-200-14-00-510300-	Vehicle Operations			
					75369	434353	01/30/2026	022626		10.77
					73541					
	Invoice: 434353						POLICE-Unit #151 Basic halogen headlighs			
					10.77	0100-20-200-14-00-510300-	Vehicle Operations			
					75490	435162	02/18/2026	022626		22.92
					73662					
	Invoice: 435162						WATER - RUST REMOVER 32oz			
					22.92	5002-40-400-20-00-510200-	Repairs & Maintenance			
					75491	435163	02/18/2026	022626		20.87
					73663					
	Invoice: 435163						STREETS - ORANGE AF PREDILUTED			
					20.87	0100-40-400-19-02-510200-	Repairs & Maintenance			
					75492	435161	02/18/2026	022626		299.97
					73664					
	Invoice: 435161						WATER - BATTERY			
					299.97	5002-40-400-20-00-510300-	Vehicle Operations			
					75529	435186	02/18/2026	022626		7.01
					73701					
	Invoice: 435186						STREETS - DUMP TRUCK - HOSE CLAMPS			

City of Shafter
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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
					DOCUMENT		INVOICE DTL DESC			
					7.01	0100-40-400-19-02-510204-	Equipment Repair			
					75535	435234	02/19/2026	022626		77.94
					73707					
				Invoice: 435234	77.94	0100-30-400-25-00-510300-	PARKS - RECEIEVER HITCH/LED S/T/T OVL 7 DIO Vehicle Operations			
					75591	434546	02/04/2026	022626		69.79
					73761					
				Invoice: 434546	69.79	0100-20-200-14-00-510300-	POLICE-Unit #151 Engine oil and oil filter Vehicle Operations			
					75593	432913	12/30/2025	022626		239.29
					73763					
				Invoice: 432913	239.29	0100-20-200-14-00-510300-	POLICE-Unit #170 New battery Vehicle Operations			
					75607	435231	02/19/2026	022626		57.44
					73777					
				Invoice: 435231	57.44	0100-40-400-19-02-510300-	STREETS #114 - WIPER BLADES Vehicle Operations			
					75657	435273	02/20/2026	022626		21.45
					73826					
				Invoice: 435273	21.45	5101-50-400-24-00-510001-	SHOP - FLASHLIGHT Departmental Supplies			
					75660	435274	02/20/2026	022626		61.31
					73829					
				Invoice: 435274	61.31	0100-30-400-25-00-510300-	PARKS #54 - OIL FILTER/5W30 Vehicle Operations			
							CHECK 1025721 TOTAL:			1,911.13
1025722	02/26/2026	PRTD	13383	HOME DEPOT CREDIT SE	75545	6706850	02/09/2026	022626		930.72
					73716					
				Invoice: 6706850	930.72	5100-50-405-28-00-510001-	FACILITIES - MOBILE BAKER SCAFFOLDING TOWER Departmental Supplies			
					75546	3547620	02/12/2026	022626		480.50
					73717					
				Invoice: 3547620	480.50	0100-30-400-25-55-510205-	VETERANS HALL - CORDLESS BLINDS Building Repair & Maintenance			
					75549	6887348	02/09/2026	022626		83.32
					73720					
				Invoice: 6887348	83.32	5100-50-405-28-00-510001-	FACILITIES - CASTER LOCK PIN/JOBSITE TOOL TRAY Departmental Supplies			

City of Shafter
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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
					DOCUMENT	INVOICE DTL DESC				
							CHECK	1025722 TOTAL:		1,494.54
1025723	02/26/2026	PRTD	11455	JAS PACIFIC	75697	BI 15318	01/31/2026	40	022626	11,708.40
					73866					
Invoice: BI 15318						JAS PACIFIC - PLAN CHECK AND INSPECTOR SERVICES				
				11,708.40 0100-10-405-26-00-510400-		Professional Services				
							CHECK	1025723 TOTAL:		11,708.40
1025724	02/26/2026	PRTD	208	JEFFRIES BROS., INC	74827	186786	01/28/2026		022626	60.81
					72974					
Invoice: 186786						SHOP - PROPANE				
				60.81 5101-50-400-24-00-510001-		Departmental Supplies				
					75029	186787	01/28/2026		022626	60.81
					73173					
Invoice: 186787						SHOP - PROPANE				
				60.81 5101-50-400-24-00-510001-		Departmental Supplies				
					75530	186811	01/28/2026		022626	-60.81
					73702					
Invoice: 186811						SHOP - CREDIT - PROPANE				
				-60.81 5101-50-400-24-00-510001-		Departmental Supplies				
							CHECK	1025724 TOTAL:		60.81
1025725	02/26/2026	PRTD	12343	JOHN RUBIO	75309	PER DIEM 03/25/26	03/25/2026		022626	215.00
					73484					
Invoice: PER DIEM 03/25/26						ISC WEST CONF. LAS VEGAS NV 03/25/26-03/27/26				
				215.00 5103-50-500-29-00-510505-		Travel				
							CHECK	1025725 TOTAL:		215.00
1025726	02/26/2026	PRTD	1291	KAMAL SIADA	75637	125NOINV02232026	02/23/2026		022626	215.00
					73807					
Invoice: 125NOINV02232026						Per Diem - Californians for Energy & Finance Conf.				
				215.00 0100-10-125-06-00-510501-		Training				
							CHECK	1025726 TOTAL:		215.00
1025727	02/26/2026	PRTD	216	KERN COUNCIL OF GOVE	75281	2609	02/03/2026		022626	650.00
					73456					
Invoice: 2609						Annual Kern Regional Awards Table				
				650.00 0100-10-110-03-00-510802-		Community Promotion				

City of Shafter
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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER / DOCUMENT	INVOICE / INVOICE DTL DESC	INV DATE	PO	WARRANT	NET
							CHECK 1025727 TOTAL:			650.00
1025728	02/26/2026	PRTD	607	KERN COUNTY HOSPITAL	75564 73734	8000001176	02/19/2026		022626	98.60
	Invoice: 8000001176					POLICE-Venipuncture Collection				
					98.60	0100-20-200-14-00-510400- Professional Services				
							CHECK 1025728 TOTAL:			98.60
1025729	02/26/2026	PRTD	14379	KERN COUNTY SUPT OF	75519 73691	73691	02/19/2026		022626	204,559.00
	Invoice: 73691					Jan. Deposit				
					204,799.00	0100-00-000-00-00-205306- School Fee Deposits				
					-240.00	0100-00-000-00-00-205306- School Fee Deposits				
							CHECK 1025729 TOTAL:			204,559.00
1025730	02/26/2026	PRTD	228	KRAZAN & ASSOCIATES	75684 73853	B632413-507	12/31/2025	117	022626	5,952.00
	Invoice: B632413-507					Aquatic Center- Site Improv. Materials Testing				
					5,952.00	E PF00004 -50 -515 -0100				
						0100-60-400-25-52-580100- Capital Prj.- Infrastructure				
					75685 73854	B632451-507	12/31/2025	218	022626	5,931.50
	Invoice: B632451-507					Police Substation Site Improv. Materials Testing				
					5,931.50	E PD00001 -50 -515 -				
						0100-60-200-14-00-580200- Capital Prj.- Buildings & Imp.				
					75686 73855	B632604-507	01/31/2026	218	022626	1,897.00
	Invoice: B632604-507					Police Substation Site Improv. Materials Testing				
					1,897.00	E PD00001 -50 -515 -				
						0100-60-200-14-00-580200- Capital Prj.- Buildings & Imp.				
					75687 73856	B632468-507	12/31/2025		022626	1,970.00
	Invoice: B632468-507					STREETS - SHAFTER AVE EXISTING AC THICKNESS				
					1,970.00	0100-40-400-19-02-510400- Professional Services				
							CHECK 1025730 TOTAL:			15,750.50
1025731	02/26/2026	PRTD	457	LIBRARY SYSTEMS & SE	75627 73797	INV005068	02/13/2026		022626	2,192.29
	Invoice: INV005068					SLLC Library Jan Materials				

City of Shafter
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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
					DOCUMENT		INVOICE DTL DESC			
					2,192.29	0100-30-300-04-60-510015-	Books			
							CHECK 1025731 TOTAL:			2,192.29
1025732	02/26/2026	PRTD	379	FLORENTINO MACIAS JR	75168	53 JAN 26	01/31/2026		022626	600.00
					73311					
	Invoice: 53 JAN 26						TRANSIT TRAILER MACIAS JANITORIAL SERVICE			
					600.00	5003-40-140-12-00-510109-	Janitorial Services			
					75326	55 FEB 26	02/03/2026		022626	1,253.07
					73501					
	Invoice: 55 FEB 26						ALL PW'S - JANITORIAL SUPPLIES - FEBRUARY 2026			
					1,253.07	5100-50-405-28-20-510109-	Janitorial Services			
							CHECK 1025732 TOTAL:			1,853.07
1025733	02/26/2026	PRTD	1615	MAXWELL TAYLOR	75382	NOINV02172026	02/17/2026		022626	1,500.00
					73555					
	Invoice: NOINV02172026						PD Uniform and Equipment Allowance			
					1,500.00	0100-20-200-14-00-500502-	Uniform & Equipment Allowance			
							CHECK 1025733 TOTAL:			1,500.00
1025734	02/26/2026	PRTD	1110	NEVEAH CRUZ	75045	110NOINV02052026	02/06/2026		022626	111.00
					73189					
	Invoice: 110NOINV02052026						Per Diem - G626-4-25 EOC Action Planning Training			
					111.00	0100-10-110-65-00-510505-	Travel			
							CHECK 1025734 TOTAL:			111.00
1025735	02/26/2026	PRTD	11457	NICKOLAS RIDDICK	75235	NOINV02112026	02/11/2026		022626	341.60
					73377					
	Invoice: NOINV02112026						Mileage: Cal Animals CEO Conference			
					341.60	0100-20-200-15-00-510505-	Travel			
							CHECK 1025735 TOTAL:			341.60
1025736	02/26/2026	PRTD	256	NOR SANITARY DISTRIC	75456	2490	11/25/2025		022626	1,324.51
					73628					
	Invoice: 2490						WWTP - UPGRADE/EXPANSION PROJECT - NOVEMBER 2025			
					1,324.51	E WW00010 -20 -200 -5000				
						5000-60-400-21-00-580100-	Capital Prj.- Infrastructure			
					75457	2489	11/25/2025		022626	67,585.16
					73629					
	Invoice: 2489						WWTP O&M MONTHLY CHARGES - OCTOBER 2025			

City of Shafter
A/P CASH DISBURSEMENTS JOURNAL

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
					DOCUMENT		INVOICE DTL DESC			
					67,585.16	5000-40-400-21-00-510114-	Contract Services			
							CHECK 1025736 TOTAL:			68,909.67
1025737	02/26/2026	PRTD	7518	NORTH KERN WATER STO	75310 73485	NOINV - 02.13.2026	02/13/2026		022626	1,324.79
	Invoice: NOINV - 02.13.2026						WATER - CLASS 2 BASE - LATE P&I			
					189.25	5002-40-400-20-00-510809-	Assessment fees			
					189.26	0100-10-125-06-00-510809-	Assessment fees			
					189.26	5100-50-405-28-13-510809-	Assessment fees			
					189.26	0811-40-400-19-04-510809-	Assessment fees			
					189.26	0808-40-400-19-04-510809-	Assessment fees			
					189.25	0815-40-400-19-04-510809-	Assessment fees			
					189.25	0813-40-400-19-04-510809-	Assessment fees			
					75617 73787	0000306	01/31/2026		022626	416,304.00
	Invoice: 0000306						WATER - 2025 M&I USE REIMBERSEMENT			
					416,304.00	5002-40-400-20-00-510807-	Regulatory & Permitting			
							CHECK 1025737 TOTAL:			417,628.79
1025738	02/26/2026	PRTD	9992	O'REILLY AUTOMOTIVE	75166 73309	2947-442762	01/22/2026		022626	7.26
	Invoice: 2947-442762						Transit Fuel Clamps			
					7.26	5003-40-140-12-00-510301-	Vehicle Operations - Supplies			
					75458 73630	2947-446091	02/13/2026		022626	9.64
	Invoice: 2947-446091						WATER #216 - FUEL CLEANER			
					9.64	5002-40-400-20-00-510300-	Vehicle Operations			
					75459 73631	2947-445952	02/12/2026		022626	65.68
	Invoice: 2947-445952						WATER - OIL/HAND CLEANER/TRE TRM DRSN/CAR WASH			
					65.68	5002-40-400-20-00-510300-	Vehicle Operations			
					75460 73632	2947-445779	02/11/2026		022626	10.70
	Invoice: 2947-445779						PARKS - SPLASH SHIELD/RETAINER			
					10.70	0100-30-400-25-00-510300-	Vehicle Operations			
					75463 73635	2947-444910	02/05/2026		022626	77.21
	Invoice: 2947-444910						WATER - IMPCT DRIVER			
					77.21	5002-40-400-20-00-510202-	Hardware & Tools			
					75640 73809	2947-446711	02/17/2026		022626	105.93
	Invoice: 2947-446711						WATER - IMPACT DRIVER/3PK PAPER/12V BATTERY			

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					DOCUMENT		INVOICE DTL DESC			
					77.21	5002-40-400-20-00-510202-		Hardware & Tools		
					28.72	5002-40-400-20-00-510001-		Departmental Supplies		
					75693	2947-446951	02/19/2026		022626	10.21
					73862					
				Invoice: 2947-446951			SHOP - MINI BULB			
					10.21	5101-50-400-24-00-510001-		Departmental Supplies		
							CHECK 1025738 TOTAL:			286.63
1025739	02/26/2026	PRTD	21	OFFICE DEPOT BUSINES	75418	458449671001	02/10/2026		022626	147.59
					73591					
				Invoice: 458449671001			Breakroom and Workroom Supplies			
					22.12	0100-10-110-03-00-510000-		Office Supplies		
					22.11	0100-10-120-05-00-510000-		Office Supplies		
					13.10	0100-10-100-01-00-510000-		Office Supplies		
					22.10	0100-10-110-65-00-510000-		Office Supplies		
					62.24	0100-10-125-06-00-510000-		Office Supplies		
					2.96	0100-10-405-26-00-510000-		Office Supplies		
					2.96	0100-10-140-10-00-510000-		Office Supplies		
					75517	1P93-3GP6-X4J3	02/18/2026		022626	117.55
					73689					
				Invoice: 1P93-3GP6-X4J3			FACILITIES - TOILET SEATS			
					117.55	5100-50-405-28-00-510001-		Departmental Supplies		
							CHECK 1025739 TOTAL:			265.14
1025740	02/26/2026	PRTD	15151	ORDIZ-MELBY INC	75556	0009418	02/01/2026	238	022626	1,940.00
					73726					
				Invoice: 0009418			New Aquatic Center Building Design			
					1,940.00					
						E PF00004 -20 -200 -0100				
						0100-60-400-25-52-580200-		Capital Prj.- Buildings & Imp.		
					75557	0009288	10/30/2025	238	022626	6,225.00
					73727					
				Invoice: 0009288			New Aquatic Center Building Design			
					6,225.00					
						E PF00004 -20 -200 -0100				
						0100-60-400-25-52-580200-		Capital Prj.- Buildings & Imp.		
							CHECK 1025740 TOTAL:			8,165.00
1025741	02/26/2026	PRTD	4	PACIFIC GAS & ELECTR	75345	9898158900-9 JAN 26	01/31/2026		022626	6,827.02
					73519					
				Invoice: 9898158900-9 JAN 26			ELECTRICAL CHARGES			
					6,827.02	0100-20-200-14-00-510707-		Power		

City of Shafter
A/P CASH DISBURSEMENTS JOURNAL

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			
					75346	2770705903-9 JAN 26	01/31/2026		022626	618.98
					73520					
Invoice: 2770705903-9 JAN 26							ELECTRICAL CHARGES			
				618.98	5100-50-405-28-91-510707-			Power		
					75413	4769226569-8 JAN 26	01/31/2026		022626	461.95
					73586					
Invoice: 4769226569-8 JAN 26							ELECTRICAL CHARGES			
				461.95	0100-30-400-25-55-510707-			Power		
					75423	6962924118-8 JAN 26	01/31/2026		022626	3.85
					73596					
Invoice: 6962924118-8 JAN 26							ELECTRICAL CHARGES			
				3.85	0100-10-110-03-00-510707-			Power		
					75424	7952472969-0 JAN 26	01/31/2026		022626	1,485.05
					73597					
Invoice: 7952472969-0 JAN 26							ELECTRICAL CHARGES			
				1,485.05	0100-30-400-25-51-510707-			Power		
					75425	5392055245-1 JAN 26	01/31/2026		022626	11.12
					73598					
Invoice: 5392055245-1 JAN 26							ELECTRICAL CHARGES			
				11.12	0808-40-400-19-04-510707-			Power		
					75426	4006021273-1 JAN 26	01/31/2026		022626	10,558.44
					73599					
Invoice: 4006021273-1 JAN 26							JAN 26 - ELECTRICAL CHARGES			
				10,558.44	5002-40-400-20-00-510707-			Power		
					75427	9859576522-7 JAN 26	01/31/2026		022626	12,931.22
					73600					
Invoice: 9859576522-7 JAN 26							JAN 26 - ELECTRICAL CHARGES			
				12,931.22	5002-40-400-20-00-510707-			Power		
					75428	2974410365-5 JAN 26	01/31/2026		022626	971.20
					73601					
Invoice: 2974410365-5 JAN 26							ELECTRICAL CHARGES			
				971.20	5000-40-400-21-00-510707-			Power		
					75429	0321294028-6 JAN 26	01/31/2026		022626	24.64
					73602					
Invoice: 0321294028-6 JAN 26							ELECTRICAL CHARGES			
				24.64	5003-40-140-12-00-510707-			Power		
					75430	6808476934-5 JAN 26	01/31/2026		022626	657.53
					73603					
Invoice: 6808476934-5 JAN 26							ELECTRICAL CHARGES			
				657.53	5002-40-400-20-00-510707-			Power		
					75431	4719291705-3 JAN 26	01/31/2026		022626	342.25
					73604					

City of Shafter
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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: 4719291705-3 JAN 26				ELECTRICAL CHARGES		
				342.25 5000-40-400-21-00-510707-				Power		
					75432	8407410335-3 JAN 26	01/31/2026		022626	290.51
					73605					
				Invoice: 8407410335-3 JAN 26				ELECTRICAL CHARGES		
				290.51 5000-40-400-21-00-510707-				Power		
					75433	8299603596-8 JAN 26	01/31/2026		022626	6,488.01
					73606					
				Invoice: 8299603596-8 JAN 26				ELECTRICAL CHARGES		
				6,488.01 0100-30-400-25-33-510707-				Power		
					75434	0393879868-7 JAN 26	01/31/2026		022626	161.00
					73607					
				Invoice: 0393879868-7 JAN 26				ELECTRICAL CHARGES		
				161.00 0808-40-400-19-04-510707-				Power		
					75435	0582037066-5 JAN 26	01/31/2026		022626	24.64
					73608					
				Invoice: 0582037066-5 JAN 26				ELECTRICAL CHARGES		
				12.32 5004-40-500-30-01-510707-				Power		
				12.32 5103-50-500-29-00-510707-				Power		
					75436	7067809683-8 JAN 26	01/31/2026		022626	2,370.72
					73609					
				Invoice: 7067809683-8 JAN 26				ELECTRICAL CHARGES		
				2,370.72 5100-50-405-28-17-510707-				Power		
					75437	3962617783-4 JAN 26	01/31/2026		022626	430.03
					73610					
				Invoice: 3962617783-4 JAN 26				ELECTRICAL CHARGES		
				430.03 5002-40-400-20-00-510707-				Power		
					75438	5376849141-6 JAN 26	01/31/2026		022626	1,382.36
					73611					
				Invoice: 5376849141-6 JAN 26				ELECTRICAL CHARGES		
				1,382.36 5100-50-405-28-50-510707-				Power		
					75439	2067807917-7 JAN 26	01/31/2026		022626	36.91
					73612					
				Invoice: 2067807917-7 JAN 26				ELECTRICAL CHARGES		
				36.91 5000-40-400-21-00-510707-				Power		
					75440	3721727914-2 JAN 26	01/31/2026		022626	17.02
					73613					
				Invoice: 3721727914-2 JAN 26				ELECTRICAL CHARGES		
				17.02 0808-40-400-19-04-510707-				Power		
					75441	6814552050-5 JAN 26	01/31/2026		022626	20.71
					73614					
				Invoice: 6814552050-5 JAN 26				ELECTRICAL CHARGES		

City of Shafter
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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			
					20.71	0808-40-400-19-04-510707-	Power			
					75443	3668776705-7 JAN 26	01/31/2026		022626	7,656.20
					73615					
				Invoice: 3668776705-7 JAN 26			ELECTRICAL CHARGES			
					7,656.20	5002-40-400-20-00-510707-	Power			
					75444	7309037098-9 JAN 26	01/31/2026		022626	6,013.69
					73616					
				Invoice: 7309037098-9 JAN 26			ELECTRICAL CHARGES			
					6,013.69	5002-40-400-20-00-510707-	Power			
					75445	0007164861-2 JAN 26	01/31/2026		022626	249.31
					73617					
				Invoice: 0007164861-2 JAN 26			ELECTRICAL CHARGES			
					88.98	0100-10-125-06-00-510707-	Power			
					160.33	5000-40-400-21-00-510707-	Power			
					75446	1098600677-2 JAN 26	01/31/2026		022626	184.51
					73618					
				Invoice: 1098600677-2 JAN 26			ELECTRICAL CHARGES			
					184.51	0808-40-400-19-04-510707-	Power			
					75447	1906024164-3 JAN 26	01/31/2026		022626	630.41
					73619					
				Invoice: 1906024164-3 JAN 26			ELECTRICAL CHARGES			
					630.41	5000-40-400-21-00-510707-	Power			
					75448	0640468929-8 JAN 26	01/31/2026		022626	20.17
					73620					
				Invoice: 0640468929-8 JAN 26			ELECTRICAL CHARGES			
					20.17	0808-40-400-19-04-510707-	Power			
					75449	2130406998-8 JAN 26	01/31/2026		022626	62.90
					73621					
				Invoice: 2130406998-8 JAN 26			JAN 26 - ELECTRICAL CHARGES			
					16.99	0100-20-200-14-00-510707-	Power			
					2.04	0100-20-200-15-00-510707-	Power			
					3.40	0100-40-400-18-00-510707-	Power			
					3.65	0810-40-400-19-04-510707-	Power			
					9.44	0811-40-400-19-04-510707-	Power			
					9.32	5001-40-400-22-00-510707-	Power			
					6.16	5002-40-400-20-00-510707-	Power			
					3.40	5003-40-140-12-00-510707-	Power			
					1.70	5101-50-400-24-00-510707-	Power			
					6.80	5100-50-405-28-17-510707-	Power			
					75450	1110247266-6 JAN 26	01/31/2026		022626	68.64
					73622					
				Invoice: 1110247266-6 JAN 26			ELECTRICAL CHARGES			
					68.64	0100-40-400-19-04-510707-	Power			

City of Shafter
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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			
					75451	8758714175-2 JAN 26	01/31/2026		022626	1,242.38
					73623					
Invoice: 8758714175-2 JAN 26							ELECTRICAL CHARGES			
621.19	5004-40-500-30-01-510707-						Power			
621.19	5103-50-500-29-00-510707-						Power			
					75452	1430578397-0 JAN 26	01/31/2026		022626	2,081.99
					73624					
Invoice: 1430578397-0 JAN 26							ELECTRICAL CHARGES			
2,081.99	5002-40-400-20-00-510707-						Power			
					75453	2644018719-8 JAN 26	01/31/2026		022626	54.04
					73625					
Invoice: 2644018719-8 JAN 26							ELECTRICAL CHARGES			
54.04	0100-40-400-19-04-510707-						Power			
					75454	8433792693-9 JAN 26	01/31/2026		022626	24.64
					73626					
Invoice: 8433792693-9 JAN 26							ELECTRICAL CHARGES			
24.64	5006-40-400-23-00-510707-						Power			
					75455	2633336175-1 JAN 26	01/31/2026		022626	14.78
					73627					
Invoice: 2633336175-1 JAN 26							ELECTRICAL CHARGES			
14.78	0811-40-400-19-04-510707-						Power			
					75644	4050510296-8 FEB 26	02/18/2026		022626	27.10
					73814					
Invoice: 4050510296-8 FEB 26							ELECTRICAL CHARGES			
27.10	5002-40-400-20-00-510707-						Power			
					75646	0429781083-2 FEB 26	02/18/2026		022626	382.55
					73815					
Invoice: 0429781083-2 FEB 26							ELECTRICAL CHARGES			
382.55	5004-40-500-30-01-510707-						Power			
					75647	4467176936-0 FEB 26	02/18/2026		022626	338.31
					73816					
Invoice: 4467176936-0 FEB 26							ELECTRICAL CHARGES			
338.31	0811-40-400-19-04-510707-						Power			
					75649	2467227128-5 FEB 26	02/18/2026		022626	132.88
					73818					
Invoice: 2467227128-5 FEB 26							ELECTRICAL CHARGES			
132.88	0100-40-400-19-04-510707-						Power			
					75650	5425506036-7 FEB 26	02/18/2026		022626	27.52
					73819					
Invoice: 5425506036-7 FEB 26							ELECTRICAL CHARGES			
27.52	5000-40-400-21-00-510707-						Power			
					75731	5997224598-5 FEB 26	02/13/2026		022626	50.63

City of Shafter
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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			
					73900					
Invoice: 5997224598-5 FEB 26							ELECTRICAL CHARGES			
50.63 0812-40-400-19-04-510707-							Power			
					75732	5731810588-9 FEB 26	02/13/2026		022626	2,578.25
					73901					
Invoice: 5731810588-9 FEB 26							ELECTRICAL CHARGES			
2,578.25 0100-30-400-25-52-510707-							Power			
					75733	2533157342-5 FEB 26	02/13/2026		022626	107.83
					73902					
Invoice: 2533157342-5 FEB 26							ELECTRICAL CHARGES			
107.83 0100-30-400-25-36-510707-							Power			
					75734	3350042950-2 FEB 26	02/13/2026		022626	50.43
					73903					
Invoice: 3350042950-2 FEB 26							ELECTRICAL CHARGES			
50.43 0814-40-400-19-04-510707-							Power			
					75735	9331257574-4 FEB 26	02/13/2026		022626	11,022.47
					73904					
Invoice: 9331257574-4 FEB 26							FEB 26 - ELECTRICAL CHARGES			
11,022.47 5002-40-400-20-00-510707-							Power			
					75736	1133277328-9 FEB 26	02/13/2026		022626	10.50
					73905					
Invoice: 1133277328-9 FEB 26							ELECTRICAL CHARGES			
10.50 0100-20-200-15-00-510707-							Power			
					75737	9935199881-2 FEB 26	02/19/2026		022626	101.73
					73906					
Invoice: 9935199881-2 FEB 26							ELECTRICAL CHARGES			
101.73 0100-40-400-19-04-510707-							Power			
					75738	6177296739-6 FEB 26	02/18/2026		022626	71.12
					73907					
Invoice: 6177296739-6 FEB 26							ELECTRICAL CHARGES			
71.12 0100-30-400-25-52-510707-							Power			
					75742	5074704197-3 JAN 26	01/31/2026		022626	8,907.37
					73911					
Invoice: 5074704197-3 JAN 26							ELECTRICAL CHARGES			
42.69 0100-40-400-19-04-510707-							Power			
10.19 0100-40-400-19-04-510707-							Power			
11.64 0811-40-400-19-04-510707-							Power			
23.28 0811-40-400-19-04-510707-							Power			
235.83 0803-40-400-19-04-510707-							Power			
25.46 5002-40-400-20-00-510707-							Power			
492.48 5100-50-405-28-00-510707-							Power			
41.51 0100-10-100-01-00-510707-							Power			
341.29 5000-40-400-21-00-510707-							Power			
86.22 0100-40-400-19-04-510707-							Power			

City of Shafter
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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
					DOCUMENT		INVOICE DTL DESC			
					10.19	0800-40-400-19-04-510707-		Power		
					4.44	0803-40-400-19-04-510707-		Power		
					46.99	0803-40-400-19-04-510707-		Power		
					10.19	0100-10-100-01-00-510707-		Power		
					25.46	5002-40-400-20-00-510707-		Power		
					-25.18	5002-40-400-20-00-510707-		Power		
					212.78	0100-30-400-25-31-510707-		Power		
					914.81	0100-30-400-25-32-510707-		Power		
					116.95	0100-40-400-19-04-510707-		Power		
					228.27	5101-50-400-24-00-510707-		Power		
					174.36	5000-40-400-21-00-510707-		Power		
					261.83	0100-30-400-25-30-510707-		Power		
					114.56	0100-30-400-25-37-510707-		Power		
					1,966.75	5002-40-400-20-00-510707-		Power		
					-9.36	5002-40-400-20-00-510707-		Power		
					28.19	0100-40-400-19-04-510707-		Power		
					-343.10	5002-40-400-20-00-510707-		Power		
					164.93	5000-40-400-21-00-510707-		Power		
					105.40	5000-40-400-21-00-510707-		Power		
					88.77	5000-40-400-21-00-510707-		Power		
					3,288.51	5100-50-405-28-00-510707-		Power		
					110.12	0100-10-100-01-00-510707-		Power		
					100.92	0100-40-400-19-04-510707-		Power		
					75743	5074704197-3 DEC	01/31/2026		022626	8,215.85
					73912					
	Invoice: 5074704197-3 DEC						ELECTRICAL, NEM AND TAXES - 401 COMMERCE			
					8,215.85	5002-40-400-20-00-510707-		Power		
					75744	5074704197-3 JAN	01/31/2026		022626	8,909.28
					73913					
	Invoice: 5074704197-3 JAN						ELECTRICAL, NEM AND TAXES - 401 COMMERCE			
					8,909.28	5002-40-400-20-00-510707-		Power		
					75747	6531159170-8 FEB 26	02/13/2026		022626	352.58
					73916					
	Invoice: 6531159170-8 FEB 26						FEB 26 - ELECTRICAL CHARGES			
					352.58	0816-40-400-19-04-510707-		Power		
								CHECK 1025741 TOTAL:		105,705.22
1025742	02/26/2026	PRTD	11867	PACIFIC TIRE	75170	46520	02/05/2026		022626	332.20
					73313					
	Invoice: 46520						TRANSIT 2 NEW TIRES SHUTTLE 16			
					332.20	5003-40-140-12-00-510303-		Vehicle Operations- Tires		
					75298	47145	02/13/2026		022626	355.65
					73473					
	Invoice: 47145						TRANSIT 2 NEW TIRES SHUTTLE 23			
					355.65	5003-40-140-12-00-510303-		Vehicle Operations- Tires		

City of Shafter
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CASH ACCOUNT: 0000-00-000-00-00-100010- Cash10755

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER / DOCUMENT	INVOICE	INV DATE	PO	WARRANT	NET
					75299 73474	46504	02/04/2026		022626	177.62
Invoice: 46504					SHOP #36 - NEW SENSORS					
177.62	5101-50-400-24-00-510300-				Vehicle Operations					
					75300 73475	47103	02/10/2026		022626	27.68
Invoice: 47103					STREETS #117 - REPAIR FLAT					
27.68	0100-40-400-19-02-510300-				Vehicle Operations					
					75301 73476	47113	02/10/2026		022626	265.00
Invoice: 47113					PARKS #215 - REPLACE FRONT BUMPER					
265.00	0100-30-400-25-00-510300-				Vehicle Operations					
					75355 73531	48027	01/07/2026		022626	75.00
Invoice: 48027					POLICE-Unit #230 Dismount and mount 3 tires					
75.00	0100-20-200-14-00-510300-				Vehicle Operations					
					75358 73533	48026	01/07/2026		022626	25.00
Invoice: 48026					POLICE-Unit #230 Dismount and mount one tire					
25.00	0100-20-200-14-00-510300-				Vehicle Operations					
					75361 73535	47085	01/28/2026		022626	25.00
Invoice: 47085					POLICE-Unit #244 Tire rotation					
25.00	0100-20-200-14-00-510300-				Vehicle Operations					
					75501 73673	47148	02/13/2026		022626	618.50
Invoice: 47148					STREETS #423 - 2 NEW TIRES					
618.50	0100-40-400-19-02-510300-				Vehicle Operations					
					75562 73732	46510	02/05/2026		022626	27.14
Invoice: 46510					STREETS #423 - REPAIR FLAT					
27.14	0100-40-400-19-02-510300-				Vehicle Operations					
					75583 73753	46530	02/06/2026		022626	353.11
Invoice: 46530					POLICE-Unit #200 new TPM sensors					
353.11	0100-20-200-14-00-510300-				Vehicle Operations					
					75584 73754	46589	02/18/2026		022626	20.00
Invoice: 46589					POLICE-Unit #132 Tire rotation					
20.00	0100-20-200-14-00-510300-				Vehicle Operations					
					75703 73872	48132	02/23/2026		022626	167.97

City of Shafter
A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 0000-00-000-00-00-100010- Cash10755

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	DOCUMENT	INV DATE	PO	WARRANT	NET	INVOICE DTL DESC
	Invoice: 48132											WATER #218 - 2 NEW TPM SENSORS
							167.97 5002-40-400-20-00-510300-					Vehicle Operations
					75704	48110	73873	02/20/2026		022626	353.65	
	Invoice: 48110											PARKS #54 - 2 NEW TIRES
							353.65 0100-30-400-25-00-510300-					Vehicle Operations
					75717	48130	73886	02/23/2026		022626	27.14	
	Invoice: 48130											TRANSIT REPAIR A FLAT ON SHUTTLE #23
							27.14 5003-40-140-12-00-510303-					Vehicle Operations- Tires
									CHECK	1025742 TOTAL:	2,850.66	
1025743	02/26/2026	PRTD	6562	PEOPLEFACTS LLC	75237	2026010193	73379	02/01/2026		022626	16.67	
	Invoice: 2026010193											Credit Report Security Monitoring Fee
							16.67 0100-20-200-14-00-510115-					Recruitment
									CHECK	1025743 TOTAL:	16.67	
1025744	02/26/2026	PRTD	1120	PHIL LONG FORD OF DE	75278	205997	73453	01/29/2026	216	022626	49,291.20	
	Invoice: 205997											POLICE- Patrol K9 Unit
							49,291.20 0100-60-200-14-00-570100-FENT					Automotive Equipment
									CHECK	1025744 TOTAL:	49,291.20	
1025745	02/26/2026	PRTD	1614	POLICY CONFLUENCE, I	75720	20492	73889	02/17/2026	236	022626	10,000.00	
	Invoice: 20492											SALES TAX INITIATIVE PUBLIC OUTREACH & ENGAGEMENT
							10,000.00 0100-10-110-03-00-510400-					Professional Services
									CHECK	1025745 TOTAL:	10,000.00	
1025746	02/26/2026	PRTD	419	PROVOST & PRITCHARD	75520	125332	73692	11/16/2025	20250385	022626	1,410.00	
	Invoice: 125332											Traffic Intersection Analyses- Cherry Ave.
							1,410.00 E ST00029 -20 -200 - 0200-60-400-19-02-580100-					Capital Prj.- Infrastructure
									CHECK	1025746 TOTAL:	1,410.00	

City of Shafter
A/P CASH DISBURSEMENTS JOURNAL

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			
1025747	02/26/2026	PRTD	217	PUBLIC WORKS - COUNT	75306	NOINV - 01.08.2026	02/08/2026		022626	1,125.10
					73481					
Invoice: NOINV - 01.08.2026							LANDFILLS CHARGES - JANUARY 2026			
1,125.10 5001-40-400-22-00-510114-							Contract Services			
							CHECK 1025747 TOTAL:			1,125.10
1025748	02/26/2026	PRTD	844	RAYMOND'S TROPHY & A	75573	106885	02/17/2026		022626	455.52
					73743					
Invoice: 106885							POLICE-Awards			
455.52 0100-20-200-14-00-510001-							Departmental Supplies			
							CHECK 1025748 TOTAL:			455.52
1025749	02/26/2026	PRTD	276	RICHLAND CHEVROLET	75461	174829	02/10/2026		022626	132.35
					73633					
Invoice: 174829							PARKS #215 - FILLER			
132.35 0100-30-400-25-00-510300-							Vehicle Operations			
					75701	174848	02/11/2026		022626	25.42
					73870					
Invoice: 174848							PARKS #215 - RIVET			
25.42 0100-30-400-25-00-510300-							Vehicle Operations			
							CHECK 1025749 TOTAL:			157.77
1025750	02/26/2026	PRTD	1355	ROBERT V JENSEN, INC	75531	CL20427	02/16/2026		022626	250.06
					73703					
Invoice: CL20427							WATER/SHOP - FUEL			
97.77 5101-50-400-24-00-510302-							Vehicle Operations - Fuel			
152.29 5002-40-400-20-00-510302-							Vehicle Operations - Fuel			
							CHECK 1025750 TOTAL:			250.06
1025751	02/26/2026	PRTD	1619	ROSIE DULCICH	75548	PD CASE 25-1417	02/19/2026		022626	1,082.00
					73719					
Invoice: PD CASE 25-1417							Asset Forfeiture Return			
1,082.00 0100-00-000-00-00-205305-							Seized Assets			
							CHECK 1025751 TOTAL:			1,082.00
1025752	02/26/2026	PRTD	264	RICHARD SALAZAR JR	75698	2026-000201	02/23/2026		022626	285.00
					73867					
Invoice: 2026-000201							PARKS - KIRSCHENMANN - REPAIR CUTLER HAMMER BREAKE			
285.00 0100-30-400-25-32-510200-							Repairs & Maintenance			

City of Shafter
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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 1025752 TOTAL:			285.00
1025753	02/26/2026	PRTD	689	SAFETY STRIPING SERV	75414	51289-1	09/27/2025		022626	247,986.90
	Invoice: 51289-1				73587		Street Striping - Sand Seal Annual Maintenance			
				247,986.90	E ST00006 -50 -525 - 0204-60-400-19-02-580300-		Capital Prj.- Other Imp.			
							CHECK 1025753 TOTAL:			247,986.90
1025754	02/26/2026	PRTD	13709	SAN JOAQUIN ENGINEER	75595	1304	02/09/2026	20250024	022626	3,885.00
	Invoice: 1304				73765		Plan Check Services- Various Sites			
				3,885.00	0100-40-400-18-00-510401-		Engineering Services			
							CHECK 1025754 TOTAL:			3,885.00
1025755	02/26/2026	PRTD	11341	SCOTT MERRIMAN INC	75572	076490	02/13/2026		022626	1,215.00
	Invoice: 076490				73742		POLICE-CA Traffic Citations			
				1,215.00	0100-20-200-14-00-510001-		Departmental Supplies			
							CHECK 1025755 TOTAL:			1,215.00
1025756	02/26/2026	PRTD	12962	SEQUOIA EQUIPMENT CO	75665	BAK-24227	02/19/2026		022626	364.33
	Invoice: BAK-24227				73834		WATER - OIL ENGINE/FILTER ENGINE OIL/FILTER			
				364.33	5002-40-400-20-00-510300-		Vehicle Operations			
					75673	BAK-24232	02/19/2026		022626	1.54
	Invoice: BAK-24232				73842		WATER - O-RING			
				1.54	5002-40-400-20-00-510300-		Vehicle Operations			
							CHECK 1025756 TOTAL:			365.87
1025757	02/26/2026	PRTD	6355	SHAFTER AUTO BODY &	75585	000453	02/05/2026	221	022626	1,865.67
	Invoice: 000453				73755		POLICE-Unit #255 K9 Unit Paint four doors			
				1,865.67	0100-60-200-14-00-570100-FENT		Automotive Equipment			
					75586	000455	02/11/2026	225	022626	1,890.88
	Invoice: 000455				73756		POLICE-Unit # 211 Equinox paint body work			
				1,890.88	0100-20-200-14-00-510300-		Vehicle Operations			

City of Shafter
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CASH ACCOUNT: 0000-00-000-00-00-100010- Cash10755

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER / DOCUMENT	INVOICE	INV DATE	PO	WARRANT	NET
					75587 73757	000460	02/18/2026		022626	610.03
Invoice: 000460					610.03	0100-20-200-14-00-510300-	POLICE- Unit #244 Vehicle Operations			
							CHECK 1025757 TOTAL:			4,366.58
1025758	02/26/2026	PRTD	15015	SHAFTER TRUE VALUE I	75467 73639	2601-264786	01/09/2026		022626	98.07
Invoice: 2601-264786					98.07	0100-40-400-19-02-510200-	STREETS - SPECMIX/CONCRETE/BRUSH/TROWEL/JOINTER Repairs & Maintenance			
					75468 73640	2602-269328	02/12/2026		022626	42.85
Invoice: 2602-269328					42.85	0100-40-400-19-02-510200-	STREETS - PT2X 12oz SG BLK PAINT Repairs & Maintenance			
					75469 73641	2602-269473	02/13/2026		022626	15.64
Invoice: 2602-269473					15.64	0100-40-400-19-02-510001-	STREETS - YEL FLUO PAINT/STENCIL SET Departmental Supplies			
							CHECK 1025758 TOTAL:			156.56
1025759	02/26/2026	PRTD	14509	SHAFTER WASCO PUBLIS	75327 73502	4008	02/05/2026		022626	218.23
Invoice: 4008					218.23	0100-10-145-13-00-510104-	Amend Title 15: EV Charging Stations(AB 1236 &970) Advertising			
					75331 73506	4009	02/05/2026		022626	233.45
Invoice: 4009					233.45	0100-10-145-13-00-510104-	Amend Title 5 (Business Taxes, Licenses & Regs.) Advertising			
					75539 73711	4021	02/12/2026		022626	81.20
Invoice: 4021					81.20	0100-10-120-05-00-510104-	Ordinance 775 Summary: Administrative Hearing Proc Advertising			
					75542 73713	4022	02/12/2026		022626	81.20
Invoice: 4022					81.20	0100-10-145-13-00-510104-	Ordinance 776 Summary: Zone Change No. 25-79 Advertising			
					75543 73714	4024	02/12/2026		022626	446.61
Invoice: 4024					446.61	0100-40-400-18-00-510400-	CDBG Expenditures for FY 25/26 & FY 26/27 EN/SP Professional Services			
					75544	4023	02/12/2026		022626	563.33

City of Shafter
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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
					DOCUMENT		INVOICE DTL DESC			
					73715					
	Invoice: 4023						CDBG Funding Allocation - Rodriguez Park ENG/SPAN			
				563.33	0100-40-400-18-00-510400-		Professional Services			
					75721	4029	02/19/2026	022626		243.60
					73890					
	Invoice: 4029						Tentative Tract Map No. 7523			
				243.60	0100-10-145-13-00-510104-		Advertising			
							CHECK 1025759 TOTAL:			1,867.62
1025760	02/26/2026	PRTD	13737	SITEONE LANDSCAPE SU	75614	162373915-001	02/09/2026	022626		197.69
					73784					
	Invoice: 162373915-001						PARKS - NOZZLE/ROTATOR			
				197.69	0100-30-400-25-00-510200-		Repairs & Maintenance			
					75615	162373612-001	02/09/2026	022626		1,463.07
					73785					
	Invoice: 162373612-001						PARKS - VETERAN'S - ROTOR VALVE/SAM CHECK VALVE/SP			
				1,463.07	0100-30-400-25-33-510200-		Repairs & Maintenance			
					75616	162373530-001	02/09/2026	022626		250.04
					73786					
	Invoice: 162373530-001						PARKS - RODRIGUEZ - ROTOR 4in RISER			
				250.04	0100-30-400-25-31-510200-		Repairs & Maintenance			
							CHECK 1025760 TOTAL:			1,910.80
1025761	02/26/2026	PRTD	1300	DAISY MADRIGAL	75707	1718	02/12/2026	022626		1,864.01
					73876					
	Invoice: 1718						Inventory for New Hires			
				1,773.87	0100-10-135-09-00-510802-		Community Promotion			
				90.14	0100-10-135-09-00-510001-		Departmental Supplies			
							CHECK 1025761 TOTAL:			1,864.01
1025762	02/26/2026	PRTD	12276	SOAPMAN OF KERN COUN	75623	71165	02/18/2026	022626		559.41
					73793					
	Invoice: 71165						ALL PARKS - CLEANER/CANLINERS			
				559.41	0100-40-400-19-02-510200-		Repairs & Maintenance			
							CHECK 1025762 TOTAL:			559.41
1025763	02/26/2026	PRTD	14779	STANDARD PLUMBING SU	75322	ZXXB45	01/28/2026	022626		72.91
					73497					
	Invoice: ZXXB45						ALL PARKS - HEX SOCKT ST 3/8DV MM/PLIERS			
				72.91	0100-30-400-25-00-510200-		Repairs & Maintenance			

City of Shafter
A/P CASH DISBURSEMENTS JOURNAL

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
					DOCUMENT		INVOICE DTL DESC			
					75323	ZXZB77	01/29/2026		022626	16.70
					73498					
Invoice: ZXZB77							STREETS - CABLE TIE/SIGN CAUTION 10x14			
				16.70 0100-40-400-19-02-510200-			Repairs & Maintenance			
					75324	ZXYT39	01/29/2026		022626	69.39
					73499					
Invoice: ZXYT39							WATER - 1x7 GALV NIPPLE/1x8 GALV NIPPLE			
				69.39 5002-40-400-20-00-510200-			Repairs & Maintenance			
					75325	ZZB663	02/09/2026		022626	31.09
					73500					
Invoice: ZZB663							STREETS - TRUFUEL 50:1 MIX 110oz			
				31.09 0100-40-400-19-02-510001-			Departmental Supplies			
					75328	ZZC925	02/10/2026		022626	31.09
					73503					
Invoice: ZZC925							STREETS - SCRW 13/16x2-3/4" HEX 75PK			
				31.09 0100-40-400-19-02-510202-			Hardware & Tools			
					75329	ZZC450	02/10/2026		022626	56.40
					73504					
Invoice: ZZC450							WATER - FLEXIBLE 4x3 PLST/CI CONN/4x10 ABS DWV PIP			
				56.40 5002-40-400-20-00-510200-			Repairs & Maintenance			
					75330	ZZDJ35	02/10/2026		022626	12.86
					73505					
Invoice: ZZDJ35							STREEST - CLEANER TIP OXY-ACE YLEN			
				12.86 0100-40-400-19-02-510001-			Departmental Supplies			
					75332	ZZDH48	02/10/2026		022626	6.00
					73507					
Invoice: ZZDH48							STREETS - PURELL ADV ALOE 8oz PUMP			
				6.00 0100-40-400-19-02-510001-			Departmental Supplies			
					75333	ZZDH43	02/10/2026		022626	88.89
					73508					
Invoice: ZZDH43							STREETS - LED HEAD LAMP BLK/PRO SCRWDRVR SET 6PC			
				88.89 0100-40-400-19-02-510202-			Hardware & Tools			
					75334	ZZD618	02/10/2026		022626	5.13
					73509					
Invoice: ZZD618							STREETS - PAINTBRSH CHIP 2.5WT BRSL			
				5.13 0100-40-400-19-02-510202-			Hardware & Tools			
					75335	ZZC152	02/10/2026		022626	111.15
					73510					
Invoice: ZZC152							WATER - WYE/FLEXIBLE/ABS CAP HUB/GLUE/RADIUS TEE			
				111.15 5002-40-400-20-00-510200-			Repairs & Maintenance			
					75336	ZZCQ51	02/10/2026		022626	103.08
					73511					

City of Shafter
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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
					DOCUMENT		INVOICE DTL DESC			
	Invoice: ZZCQ51						WATER - PLIERS/GRAFFITI REMOVER/ADATER/PVC			
				26.80 5002-40-400-20-00-510202-			Hardware & Tools			
				76.28 5002-40-400-20-00-510200-			Repairs & Maintenance			
					75341	ZZH040	02/11/2026	022626		25.27
					73521					
	Invoice: ZZH040						SHOP - DAWN REFRSH/SMART STRAW/SPRYPNT			
				25.27 5101-50-400-24-00-510200-			Repairs & Maintenance			
					75347	ZZGX35	02/11/2026	022626		12.85
					73522					
	Invoice: ZZGX35						STREETS - MTL CUT			
				12.85 0100-40-400-19-02-510200-			Repairs & Maintenance			
					75348	ZZGP53	02/11/2026	022626		11.35
					73523					
	Invoice: ZZGP53						STREETS - 4-1/2x1/4x5/8 GND WHL/WHEEL GRIND			
				11.35 0100-40-400-19-02-510202-			Hardware & Tools			
					75349	ZZKF81	02/11/2026	022626		102.66
					73524					
	Invoice: ZZKF81						PARKS - RODRIGUEZ - PRIMER/PURELL/SPRAY/DRIVER POS			
				39.67 0100-30-400-25-32-510202-			Hardware & Tools			
				62.99 0100-30-400-25-32-510200-			Repairs & Maintenance			
					75350	ZZFC29	02/11/2026	022626		31.92
					73525					
	Invoice: ZZFC29						PARKS - SKATE - WIRE BRUSH/BLUE TOOL/SPRY BOTTLE			
				31.92 0100-30-400-25-36-510202-			Hardware & Tools			
					75351	ZZF855	02/11/2026	022626		23.58
					73526					
	Invoice: ZZF855						WATER - 2 PRT USB A/C WLL CHRGR			
				23.58 5002-40-400-20-00-510001-			Departmental Supplies			
					75352	ZZF797	02/11/2026	022626		6.21
					73527					
	Invoice: ZZF797						STREETS - 60LB RED E CRETE CONCRETE MIX			
				6.21 0100-40-400-19-02-510200-			Repairs & Maintenance			
					75353	ZZF782	02/11/2026	022626		-5.26
					73528					
	Invoice: ZZF782						STREETS - LAMP BLK/FLSHLIGHT/NEB-BND			
				-5.26 0100-40-400-19-02-510001-			Departmental Supplies			
					75354	ZZJG46	02/12/2026	022626		36.79
					73529					
	Invoice: ZZJG46						STREETS - RD HMMR BIT/RED GRNT HMR BIT/HM IND ASSO			
				36.79 0100-40-400-19-02-510202-			Hardware & Tools			
					75356	ZZJJ47	02/12/2026	022626		18.23
					73530					

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CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
				DOCUMENT		INVOICE DTL DESC			
		Invoice: ZZJJ47				STREETS - RD HMMR BIT/RED GRNT/DRILL BIT			
			18.23	0100-40-400-19-02-510202-		Hardware & Tools			
				75357	ZZK027	02/12/2026		022626	13.06
				73532					
		Invoice: ZZK027				WATER - 4 ABS PLUG/4 ABS FEMALE ADAPTOR			
			13.06	5002-40-400-20-00-510200-		Repairs & Maintenance			
				75359	ZZK880	02/12/2026		022626	27.43
				73534					
		Invoice: ZZK880				STREETS - WRENCH/TAP PLUG			
			27.43	0100-40-400-19-02-510202-		Hardware & Tools			
				75362	ZZHQ50	02/12/2026		022626	37.53
				73536					
		Invoice: ZZHQ50				STREETS - JIG SAW 4.5 AMPS			
			37.53	0100-40-400-19-02-510202-		Hardware & Tools			
				75367	ZZHT01	02/12/2026		022626	129.69
				73542					
		Invoice: ZZHT01				WATER - PRIMER/BIT HLDR/CABLE/BRUSH/GRAN			
			129.69	5002-40-400-20-00-510200-		Repairs & Maintenance			
				75371	ZZK175	02/12/2026		022626	13.93
				73544					
		Invoice: ZZK175				STREETS - HAMMER DRILL BIT			
			13.93	0100-40-400-19-02-510202-		Hardware & Tools			
				75374	ZZL725	02/13/2026		022626	6.42
				73547					
		Invoice: ZZL725				STREETS - MASKING TAPE			
			6.42	0100-40-400-19-02-510001-		Departmental Supplies			
				75379	ZZLM15	02/13/2026		022626	143.17
				73552					
		Invoice: ZZLM15				WATER - ADAPTER/PIPE CUTTR/IMPACT PWRBIT SET/BRAKE			
			143.17	5002-40-400-20-00-510200-		Repairs & Maintenance			
				75416	ZZT190	02/17/2026		022626	55.28
				73589					
		Invoice: ZZT190				FACILITIES MAINT - VETERANS HALL MINI BLINDS			
			55.28	0100-30-400-25-55-510205-		Building Repair & Maintenance			
				75466	ZZK145	02/12/2026		022626	14.99
				73638					
		Invoice: ZZK145				WATER - HOOK PEG DEBLARM			
			14.99	5002-40-400-20-00-510001-		Departmental Supplies			
				75483	ZZWH70	02/18/2026		022626	113.59
				73655					
		Invoice: ZZWH70				WATER - JAW PUMP/PUMP/TOWEL ROLL/KUTTER/NOSCRTCH			
			113.59	5002-40-400-20-00-510200-		Repairs & Maintenance			

City of Shafter
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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER / INVOICE	INV DATE	PO	WARRANT	NET
					DOCUMENT	INVOICE DTL DESC			
					75484 ZZTM89	02/17/2026		022626	61.12
					73656				
Invoice: ZZTM89					STREETS- STEP DRLBIT 8x6 BLK OX				
				61.12 0100-40-400-19-02-510202-	Hardware & Tools				
					75485 ZZTK69	02/17/2026		022626	38.60
					73657				
Invoice: ZZTK69					PARKS - VETERAN'S - RYL INT P&P SAT UWB 1GAL				
				38.60 0100-30-400-25-33-510200-	Repairs & Maintenance				
					75486 ZZVV01	02/17/2026		022626	-5.79
					73658				
Invoice: ZZVV01					STREETS - PADLOCK/DRY LUBE				
				-5.79 0100-40-400-19-02-510001-	Departmental Supplies				
					75487 ZZVT56	02/17/2026		022626	16.08
					73659				
Invoice: ZZVT56					STREETS - PADLOCK LAM				
				16.08 0100-40-400-19-02-510001-	Departmental Supplies				
					75488 ZZVM04	02/17/2026		022626	65.35
					73660				
Invoice: ZZVM04					PARKS - DOWNTOWN - CAULK DFLEX/PISTON/BIG GAP				
				65.35 0100-30-400-25-51-510205-	Building Repair & Maintenance				
					75489 ZZWF41	02/18/2026		022626	10.36
					73661				
Invoice: ZZWF41					WATER - PVC PIPE/WALL 480PSI				
				10.36 5002-40-400-20-00-510200-	Repairs & Maintenance				
					75525 ZZY569	02/18/2026		022626	14.60
					73697				
Invoice: ZZY569					STREETS - HM IND ASSORT				
				14.60 0100-40-400-19-02-510200-	Repairs & Maintenance				
					75526 ZZWX44	02/18/2026		022626	60.74
					73698				
Invoice: ZZWX44					WATER - TAPE PTFE/PVC PRIMER/CMNT/PRESSURE				
				60.74 5002-40-400-20-00-510200-	Repairs & Maintenance				
					75527 ZZWW17	02/18/2026		022626	58.98
					73699				
Invoice: ZZWW17					STREETS - ENGINEERED FUEL & OIL 50:1				
				58.98 0100-40-400-19-02-510001-	Departmental Supplies				
					75528 ZZXR95	02/18/2026		022626	29.77
					73700				
Invoice: ZZXR95					PARKS - VETERAN'S - SEALANT/SMOOTHROD/CAULKING CAP				
				29.77 0100-30-400-25-33-510200-	Repairs & Maintenance				
					75569 ZZCK87	02/10/2026		022626	40.72

City of Shafter
A/P CASH DISBURSEMENTS JOURNAL

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			
					73739					
		Invoice: ZZCK87					POLICE-Solar batteries #307			
				40.72 0100-20-200-14-00-510001-			Departmental Supplies			
					75570	ZZD018	02/10/2026	022626		17.89
					73740					
		Invoice: ZZD018					POLICE-Wall plates and receptacles #338			
				17.89 0100-20-200-14-00-510001-			Departmental Supplies			
					75582	ABCF00	02/20/2026	022626		69.69
					73752					
		Invoice: ABCF00					POLICE-Departmental Supplies for records			
				69.69 0100-20-200-14-00-510001-			Departmental Supplies			
					75601	ABB705	02/19/2026	022626		81.47
					73771					
		Invoice: ABB705					ALL PARKS - SAFETY CHAIN/QUICK LINK			
				81.47 0100-30-400-25-00-510202-			Hardware & Tools			
					75602	ABB484	02/19/2026	022626		1.82
					73772					
		Invoice: ABB484					ALL PARKS - COMP ANGLE STOP/TURN INLET VLV			
				1.82 0100-30-400-25-00-510200-			Repairs & Maintenance			
					75603	ABB089	02/19/2026	022626		475.72
					73773					
		Invoice: ABB089					ALL PARKS - COMP ANGLE STOP/TURN/SPRY FLTBLK			
				475.72 0100-30-400-25-00-510200-			Repairs & Maintenance			
					75604	ABBF36	02/19/2026	022626		-115.83
					73774					
		Invoice: ABBF36					PARKS - TRUFUEL			
				-115.83 0100-30-400-25-00-510001-			Departmental Supplies			
					75606	ZZZZ50	02/19/2026	022626		16.08
					73776					
		Invoice: ZZZZ50					EDIBLE FOOD RECOVERY - MOP PADS HD			
				16.08 5001-40-400-22-00-510114-			Contract Services			
					75620	ABCJ96	02/20/2026	022626		107.24
					73790					
		Invoice: ABCJ96					EDIBLE FOOD RECOVERY - HAND TRUCK D HANDLE			
				107.24 5001-40-400-22-00-510114-			Contract Services			
					75621	ZZFK81	02/11/2026	022626		102.66
					73791					
		Invoice: ZZFK81					PARKS - RODRIGUEZ - PRIMER/PURELL/SPRAY/DRIVER POS			
				102.66 0100-30-400-25-31-510200-			Repairs & Maintenance			
					75622	ZZT641	02/17/2026	022626		23.54
					73792					
		Invoice: ZZT641					STREETS - MARKING CHALK GREEN/HM IND ASSORT			

City of Shafter
A/P CASH DISBURSEMENTS JOURNAL

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			
					23.54	0100-40-400-19-02-510200-			Repairs & Maintenance	
					75645	ABC223	02/20/2026		022626	19.93
					73813					
			Invoice: ABC223				STREETS - MAGNET/PAINT MARKER			
					19.93	0100-40-400-19-02-510001-			Departmental Supplies	
					75648	ABC536	02/20/2026		022626	9.85
					73817					
			Invoice: ABC536				SHOP - KEY			
					9.85	5101-50-400-24-00-510001-			Departmental Supplies	
					75652	ABDN61	02/20/2026		022626	5.98
					73821					
			Invoice: ABDN61				SHOP - BOLT			
					5.98	5101-50-400-24-00-510200-			Repairs & Maintenance	
					75681	ABG414	02/22/2026		022626	5.13
					73850					
			Invoice: ABG414				POLICE-Departmental supplies			
					5.13	0100-20-200-14-00-510001-			Departmental Supplies	
					75688	ABJ153	02/23/2026		022626	162.99
					73857					
			Invoice: ABJ153				WATER - DUSTER/COBWEB DUSTER/VAC			
					162.99	5002-40-400-20-00-510001-			Departmental Supplies	
					75689	ABHW20	02/23/2026		022626	3.74
					73858					
			Invoice: ABHW20				ALL PARKS - NTRL STNDRD DTY 25PK			
					3.74	0100-30-400-25-00-510001-			Departmental Supplies	
					75690	ABJB85	02/23/2026		022626	69.25
					73859					
			Invoice: ABJB85				PARKS - DOWNTOWN - GFI ST RECEPT/SPRGLU MICRO			
					69.25	0100-30-400-25-00-510001-			Departmental Supplies	
					75691	ABJ564	02/23/2026		022626	14.77
					73860					
			Invoice: ABJ564				STREETS - ABSORBENT OIL BAG			
					14.77	0100-40-400-19-02-510200-			Repairs & Maintenance	
					75692	ABJ360	02/23/2026		022626	17.15
					73861					
			Invoice: ABJ360				STREETS - ABSORBENT OIL DRI 50#			
					17.15	0100-40-400-19-02-510200-			Repairs & Maintenance	
								CHECK	1025763 TOTAL:	2,902.98

City of Shafter
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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			
1025764	02/26/2026	PRTD	1337	SUPERIOR AG & AUTO I	75472	4273	01/27/2026	022626		17.20
					73644					
Invoice: 4273							SHOP - CONNECTOR CRIMP/RUBBER CUSHIONDED CLAMP			
					17.20	5101-50-400-24-00-510200-	Repairs & Maintenance			
					75473	4309	02/05/2026	022626		88.45
					73645					
Invoice: 4309							SHOP - CONNECT/SUPER FLEX/IMPACT GLOVES			
					88.45	5101-50-400-24-00-510001-	Departmental Supplies			
					75474	4315	02/05/2026	022626		59.72
					73646					
Invoice: 4315							SHOP - HOSE CUTTER FOR UP 2"			
					59.72	5101-50-400-24-00-510202-	Hardware & Tools			
					75475	4336	02/10/2026	022626		105.15
					73647					
Invoice: 4336							WATER - CAMLOCK/COUPLER/CLEANER/WASH			
					105.15	5002-40-400-20-00-510200-	Repairs & Maintenance			
					75477	4341	02/12/2026	022626		67.24
					73649					
Invoice: 4341							SHOP - DTRILL BIT/IMPACT ADAPTER			
					67.24	5101-50-400-24-00-510202-	Hardware & Tools			
					75478	4345	02/13/2026	022626		16.03
					73650					
Invoice: 4345							PARKS - BASE FOOT FOR A-FRAME JACK			
					16.03	0100-30-400-25-00-510202-	Hardware & Tools			
					75479	4346	02/13/2026	022626		77.08
					73651					
Invoice: 4346							WATER - MARKING PAINT/WASH FLUID/TOWELS			
					77.08	5002-40-400-20-00-510001-	Departmental Supplies			
					75619	4368	02/17/2026	022626		223.27
					73789					
Invoice: 4368							PARKS - VETERAN'S - COVERALL SPRAY SUIT/GLOVE			
					223.27	0100-30-400-25-33-510001-	Departmental Supplies			
					75639	4358	02/17/2026	022626		34.72
					73808					
Invoice: 4358							WATER - FOOD SAFE BUCKETS/WASH FLUID			
					34.72	5002-40-400-20-00-510001-	Departmental Supplies			
					75695	4380	02/23/2026	022626		139.95
					73864					
Invoice: 4380							WASTER WATER - ADAPTER/COUPLER/HOSE FITTING			
					139.95	5000-40-400-21-00-510200-	Repairs & Maintenance			
					75696	4382	02/23/2026	022626		16.03

City of Shafter
A/P CASH DISBURSEMENTS JOURNAL

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			
					73865					
Invoice: 4382							PARKS - BASE FOOT FOR A-FRAME JACK			
16.03	0100-30-400-25-00-510200-						Repairs & Maintenance			
					75700	4384	02/23/2026	022626		156.02
					73869					
Invoice: 4384							PARKS - CONSPICUITY BULK TRAILER DOT SAFE TAPE			
156.02	0100-30-400-25-00-510204-						Equipment Repair			
							CHECK 1025764 TOTAL:			1,000.86
1025765	02/26/2026	PRTD	12738	T-MOBILE USA INC	75596	L2601300196	01/30/2026	022626		50.00
					73766					
Invoice: L2601300196							POLICE-Search warrant			
50.00	0100-20-200-14-00-510100-						Service Agreements			
							CHECK 1025765 TOTAL:			50.00
1025766	02/26/2026	PRTD	30	TERMINIX INTERNATION	75751	468777342	02/09/2026	022626		98.00
					73919					
Invoice: 468777342							PEST CONTROL SERVICES			
98.00	5100-50-405-28-90-510100-						Service Agreements			
					75752	468784486	02/09/2026	022626		135.80
					73920					
Invoice: 468784486							PEST CONTROL SERVICES			
135.80	5100-50-405-28-90-510100-						Service Agreements			
							CHECK 1025766 TOTAL:			233.80
1025767	02/26/2026	PRTD	787	TETER, INC.	75532	64136	02/17/2026 61	022626		4,518.53
					73704					
Invoice: 64136							SHAFTER POLICE DEPARTMENT SUB MODULAR PROJECT			
4,518.53	E PD00001 -20 -200 -0308									
	0308-60-200-14-00-580200-						Capital Prj.- Buildings & Imp.			
							CHECK 1025767 TOTAL:			4,518.53
1025768	02/26/2026	PRTD	293	THE GAS CO - SO CA G	75651	06125858487 FEB 26	02/23/2026	022626		246.08
					73820					
Invoice: 06125858487 FEB 26							NATURAL GAS CHARGES			
246.08	5101-50-400-24-00-510708-						Natural Gas			
					75653	10954207733 FEB 26	02/23/2026	022626		27.41
					73822					
Invoice: 10954207733 FEB 26							NATURAL GAS CHARGES			
27.41	5002-40-400-20-00-510708-						Natural Gas			

City of Shafter
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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
					DOCUMENT		INVOICE DTL DESC			
					75654	01291631008 FEB 26	02/23/2026		022626	519.46
					73823					
Invoice: 01291631008 FEB 26							NATURAL GAS CHARGES			
519.46 0100-20-200-14-00-510708-							Natural Gas			
					75655	08851631484 FEB 26	02/23/2026		022626	179.47
					73824					
Invoice: 08851631484 FEB 26							NATURAL GAS CHARGES			
179.47 0100-30-400-25-55-510708-							Natural Gas			
					75656	02551630003 FEB 26	02/23/2026		022626	699.29
					73825					
Invoice: 02551630003 FEB 26							NATURAL GAS CHARGES			
699.29 5100-50-405-28-90-510708-							Natural Gas			
					75658	04655616409 FEB 26	02/23/2026		022626	183.27
					73827					
Invoice: 04655616409 FEB 26							NATURAL GAS CHARGES			
183.27 5100-50-405-28-91-510708-							Natural Gas			
					75661	17881633006 FEB 26	02/23/2026		022626	51.24
					73830					
Invoice: 17881633006 FEB 26							NATURAL GAS CHARGES			
51.24 5101-50-400-24-00-510708-							Natural Gas			
					75662	17671633000 FEB 26	02/23/2026		022626	15.88
					73831					
Invoice: 17671633000 FEB 26							NATURAL GAS CHARGES			
15.88 5101-50-400-24-00-510708-							Natural Gas			
							CHECK 1025768 TOTAL:			1,922.10
1025769	02/26/2026	PRTD	1609	TONY REYNA	75464	2465	12/09/2025		022626	350.00
					73636					
Invoice: 2465							Security Deposit Refund-Vets Hall Reservation			
350.00 0100-00-000-00-00-205303-							Rental Security Deposits			
							CHECK 1025769 TOTAL:			350.00
1025770	02/26/2026	PRTD	12660	TRAFFIC MANAGEMENT I	75494	06-121483	02/05/2026		022626	602.42
					73666					
Invoice: 06-121483							STREETS - ROUND PIPE			
602.42 0100-40-400-19-02-510200-							Repairs & Maintenance			
					75495	06-121405	02/05/2026		022626	48.71
					73667					
Invoice: 06-121405							STREETS - SHEETED FLAT BLADE			
48.71 0100-40-400-19-02-510200-							Repairs & Maintenance			

City of Shafter
A/P CASH DISBURSEMENTS JOURNAL

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			
					75496	06-121389	02/05/2026		022626	602.42
					73668					
Invoice: 06-121389							STREETS - ROUND PIPE			
				602.42	0100-40-400-19-02-510200-		Repairs & Maintenance			
							CHECK 1025770 TOTAL:			1,253.55
1025771	02/26/2026	PRTD	4603	ULINE SHIPPING SUPPL	75682	203554944	01/30/2026		022626	151.68
					73851					
Invoice: 203554944							POLICE-Property room supplies			
				151.68	0100-20-200-14-00-510001-		Departmental Supplies			
							CHECK 1025771 TOTAL:			151.68
1025772	02/26/2026	PRTD	9559	VARNER BROS INC	75524	580581	02/04/2026		022626	62,290.98
					73696					
Invoice: 580581							REFUSE - JAN 2025- GOSSAMER GROVE REFUSE SERVICE			
				62,290.98	5001-40-400-22-00-510114-		Contract Services			
							CHECK 1025772 TOTAL:			62,290.98
1025773	02/26/2026	PRTD	7021	VERIZON WIRELESS	75239	6134523707	01/26/2026		022626	5,660.23
					73381					
Invoice: 6134523707							Verizon Wireless Acct. 04 - mobile & devices			
				155.43	0100-10-140-10-00-510701-		Communications			
				3,042.68	0100-10-405-26-00-510001-		Departmental Supplies			
				38.01	0100-10-120-05-00-510701-		Communications			
				155.43	0100-10-110-03-00-510701-		Communications			
				114.03	0100-10-100-01-00-510701-		Communications			
				158.82	0100-10-125-06-00-510701-		Communications			
				380.10	0100-40-400-18-00-510701-		Communications			
				76.02	0100-10-135-09-00-510701-		Communications			
				330.98	5103-50-500-29-00-510701-		Communications			
				38.01	5001-60-400-22-00-570200-		Machinery & Equipment			
				117.42	0100-30-400-25-00-510701-		Communications			
				38.01	5006-40-400-23-00-510701-		Communications			
				228.06	5000-40-400-21-00-510701-		Communications			
				430.32	5002-40-400-20-00-510701-		Communications			
				59.47	0100-30-300-04-00-510701-		Communications			
				155.43	5003-40-140-12-00-510701-		Communications			
				142.01	0100-10-405-26-00-510701-		Communications			
					75271	6134523708	01/26/2026		022626	4,384.48
					73446					
Invoice: 6134523708							Verizon Wireless Acct. 05 - MDCs & Mobiles			
				262.33	5103-50-500-29-00-510701-		Communications			
				209.80	0100-20-200-15-00-510701-		Communications			
				1,957.39	0100-20-200-14-00-510701-		Communications			
				294.24	0100-20-200-14-00-510701-		Communications			

City of Shafter
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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
					DOCUMENT		INVOICE DTL DESC			
						1,660.72 0100-20-200-14-00-510701-		Communications		
					75711 73880	6136022792	02/14/2026	022626		656.13
				Invoice: 6136022792			TRANSIT VERIZON COMMUNICATIONS CB RADIO, TABLETS			
						656.13 5003-40-140-12-00-510701-		Communications		
							CHECK	1025773 TOTAL:		10,700.84
1025774	02/26/2026	PRTD	15410	VERNON C SORENSON IN	75714 73883	00600065-00	02/18/2026	022626		860.27
				Invoice: 00600065-00			Pre Emp. Medical Exam - M.Taylor			
						860.27 0100-20-200-14-00-510115-		Recruitment		
							CHECK	1025774 TOTAL:		860.27
1025775	02/26/2026	PRTD	1101	VESTIS GROUP, INC. (	75521 73693	2601793913	02/10/2026	022626		246.08
				Invoice: 2601793913			ALL PW'S - UNIFORMAL SERVICES - 02.10.2026			
						44.16 0100-30-400-25-00-500502-		Uniform & Equipment Allowance		
						7.42 5101-50-400-24-00-500502-		Uniform & Equipment Allowance		
						17.73 5101-50-400-24-00-510001-		Departmental Supplies		
						91.95 0100-40-400-19-02-500502-		Uniform & Equipment Allowance		
						1.95 5006-40-400-23-00-500502-		Uniform & Equipment Allowance		
						13.72 5000-40-400-21-00-500502-		Uniform & Equipment Allowance		
						57.75 5002-40-400-20-00-500502-		Uniform & Equipment Allowance		
						11.40 5101-50-400-24-00-500502-		Uniform & Equipment Allowance		
					75522 73694	2601795941	02/17/2026	022626		357.88
				Invoice: 2601795941			ALL PW'S - UNIFORMAL SERVICES - 02.17.2026			
						44.16 0100-30-400-25-00-500502-		Uniform & Equipment Allowance		
						7.42 5101-50-400-24-00-500502-		Uniform & Equipment Allowance		
						17.73 5101-50-400-24-00-510001-		Departmental Supplies		
						91.95 0100-40-400-19-02-500502-		Uniform & Equipment Allowance		
						1.95 5006-40-400-23-00-500502-		Uniform & Equipment Allowance		
						137.80 0100-30-400-25-00-510001-		Departmental Supplies		
						8.52 5000-40-400-21-00-500502-		Uniform & Equipment Allowance		
						36.95 5002-40-400-20-00-500502-		Uniform & Equipment Allowance		
						11.40 5101-50-400-24-00-500502-		Uniform & Equipment Allowance		
							CHECK	1025775 TOTAL:		603.96
1025776	02/26/2026	PRTD	1616	VILLA CEBALLOS, DEIS	75337 73512	73512	02/17/2026	022626		45.80
				Invoice: 73512			UB 115191 146 POSO DEPOSIT REFUND			
						45.80 5002-00-000-00-00-205300-		Customer Deposits		

City of Shafter
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CASH ACCOUNT: 0000-00-000-00-00-100010- Cash10755

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER / DOCUMENT	INVOICE / INVOICE DTL DESC	INV DATE	PO	WARRANT	NET
						CHECK 1025776 TOTAL:				45.80
1025777	02/26/2026	PRTD	792	WEST COAST DT SOLUTI	75632 73802	2106	02/20/2026		022626	450.00
	Invoice: 2106				450.00	5103-50-500-29-00-510400-	eWaste pickup - Inventory of Hardware Assets Professional Services			
					75633 73803	2105	02/20/2026		022626	930.73
	Invoice: 2105				930.73	5103-50-500-29-00-510150-	Bosch 1Yr Video Security Licenses - Qty.20 Software Subscription			
						CHECK 1025777 TOTAL:				1,380.73
1025778	02/26/2026	PRTD	664	WESTON WATSON	75368 73540	NOINV02172026	02/17/2026		022626	237.33
	Invoice: NOINV02172026				237.33	0100-40-400-18-00-500502-	Boot/Jacket Reimbursement FY 25/26 - Weston Watson Uniform & Equipment Allowance			
						CHECK 1025778 TOTAL:				237.33
1025779	02/26/2026	PRTD	13495	WINTER AUTOMOTIVE RE	75380 73553	9002	01/29/2026		022626	129.44
	Invoice: 9002				129.44	0100-20-200-14-00-510300-	POLICE-Unit #247 Engine oil service Vehicle Operations			
					75588 73758	9033	02/19/2026		022626	129.44
	Invoice: 9033				129.44	0100-20-200-14-00-510300-	POLICE-Unit #232 Engine oil service Vehicle Operations			
					75676 73845	9040	02/23/2026		022626	129.44
	Invoice: 9040				129.44	0100-20-200-14-00-510300-	POLICE-Unit #202 Engine oil servicce Vehicle Operations			
						CHECK 1025779 TOTAL:				388.32
1025780	02/26/2026	PRTD	1495	WITCHER ELECTRIC INC	75497 73669	42181AA	02/11/2026		022626	1,832.71
	Invoice: 42181AA				1,832.71	5002-40-400-20-00-510200-	WATER - TANK #4/WELL #21 - CLEAN PANELS/TROUBLESHO Repairs & Maintenance			
					75498 73670	42173AA	02/09/2026		022626	1,477.89
	Invoice: 42173AA				1,477.89	5002-40-400-20-00-510200-	WATER - TANK #3/WELL #21 - CLEAN PANELS/VENTS/FILT Repairs & Maintenance			

City of Shafter
A/P CASH DISBURSEMENTS JOURNAL

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			
					75499	42172AA	02/09/2026		022626	392.76
					73671					
Invoice: 42172AA							GOSSAMER GROVE - LIFT STATION - REPAIR SCADA			
				392.76 5000-40-400-21-00-510204-			Equipment Repair			
					75500	42165AA	02/05/2026		022626	1,854.75
					73672					
Invoice: 42165AA							WATER - WELL #9 & WELL #12 - CLEAN PANELS			
				1,854.75 5002-40-400-20-00-510200-			Repairs & Maintenance			
					75599	42189AA	02/12/2026		022626	1,477.89
					73769					
Invoice: 42189AA							WATER - TANK #5/TANK #2 - CLEAN PANELS			
				1,477.89 5002-40-400-20-00-510200-			Repairs & Maintenance			
							CHECK 1025780 TOTAL:			7,036.00

NUMBER OF CHECKS 118 *** CASH ACCOUNT TOTAL *** 2,442,702.31

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	103	2,372,974.96
TOTAL EFT'S	15	69,727.35

*** GRAND TOTAL *** 2,442,702.31

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 8 508				
APP 5002-00-000-00-00-205000-	Accts Payable		523,456.13	
02/26/2026 022626 022626	AP CASH DISBURSEMENTS JOURNAL			
APP 0000-00-000-00-00-100010-	Cash: Mission Bank Acct#10755			2,442,702.31
02/26/2026 022626 022626	AP CASH DISBURSEMENTS JOURNAL			
APP 0100-00-000-00-00-205000-	Accts Payable		769,800.70	
02/26/2026 022626 022626	AP CASH DISBURSEMENTS JOURNAL			
APP 0200-00-000-00-00-205000-	Accts Payable		2,132.50	
02/26/2026 022626 022626	AP CASH DISBURSEMENTS JOURNAL			
APP 5003-00-000-00-00-205000-	Accts Payable		3,811.85	
02/26/2026 022626 022626	AP CASH DISBURSEMENTS JOURNAL			
APP 5000-00-000-00-00-205000-	Accts Payable		78,287.75	
02/26/2026 022626 022626	AP CASH DISBURSEMENTS JOURNAL			
APP 5100-00-000-00-00-205000-	Accts Payable		14,059.48	
02/26/2026 022626 022626	AP CASH DISBURSEMENTS JOURNAL			
APP 0308-00-000-00-00-205000-	Accts Payable		362,975.73	
02/26/2026 022626 022626	AP CASH DISBURSEMENTS JOURNAL			
APP 5103-00-000-00-00-205000-	Accts Payable		8,781.59	
02/26/2026 022626 022626	AP CASH DISBURSEMENTS JOURNAL			
APP 5101-00-000-00-00-205000-	Accts Payable		1,898.02	
02/26/2026 022626 022626	AP CASH DISBURSEMENTS JOURNAL			
APP 0310-00-000-00-00-205000-	Accts Payable		362,518.58	
02/26/2026 022626 022626	AP CASH DISBURSEMENTS JOURNAL			
APP 0811-00-000-00-00-205000-	Accts Payable		586.71	
02/26/2026 022626 022626	AP CASH DISBURSEMENTS JOURNAL			
APP 0808-00-000-00-00-205000-	Accts Payable		603.79	
02/26/2026 022626 022626	AP CASH DISBURSEMENTS JOURNAL			
APP 0815-00-000-00-00-205000-	Accts Payable		189.25	
02/26/2026 022626 022626	AP CASH DISBURSEMENTS JOURNAL			
APP 0813-00-000-00-00-205000-	Accts Payable		189.25	
02/26/2026 022626 022626	AP CASH DISBURSEMENTS JOURNAL			
APP 5004-00-000-00-00-205000-	Accts Payable		1,016.06	
02/26/2026 022626 022626	AP CASH DISBURSEMENTS JOURNAL			
APP 0810-00-000-00-00-205000-	Accts Payable		3.65	
02/26/2026 022626 022626	AP CASH DISBURSEMENTS JOURNAL			
APP 5001-00-000-00-00-205000-	Accts Payable		63,586.73	
02/26/2026 022626 022626	AP CASH DISBURSEMENTS JOURNAL			
APP 5006-00-000-00-00-205000-	Accts Payable		66.55	
02/26/2026 022626 022626	AP CASH DISBURSEMENTS JOURNAL			
APP 0812-00-000-00-00-205000-	Accts Payable		50.63	
02/26/2026 022626 022626	AP CASH DISBURSEMENTS JOURNAL			
APP 0814-00-000-00-00-205000-	Accts Payable		50.43	
02/26/2026 022626 022626	AP CASH DISBURSEMENTS JOURNAL			
APP 0803-00-000-00-00-205000-	Accts Payable		287.26	
02/26/2026 022626 022626	AP CASH DISBURSEMENTS JOURNAL			
APP 0800-00-000-00-00-205000-	Accts Payable		10.19	
02/26/2026 022626 022626	AP CASH DISBURSEMENTS JOURNAL			
APP 0816-00-000-00-00-205000-	Accts Payable		352.58	

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
02/26/2026	022626	022626			AP CASH DISBURSEMENTS JOURNAL				
APP 0204-00-000-00-00-205000-					Accts Payable			247,986.90	
02/26/2026	022626	022626			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			2,442,702.31	2,442,702.31
APP 0000-00-000-00-00-209038-					Due To 5002 - Water Operat			523,456.13	
02/26/2026	022626	022626							
APP 5002-00-000-00-00-109000-					Due From Funds - Cash Pool				523,456.13
02/26/2026	022626	022626							
APP 0000-00-000-00-00-209001-					Due To 0100 - Gen Fund			769,800.70	
02/26/2026	022626	022626							
APP 0100-00-000-00-00-109000-					Due From Funds - Cash Pool				769,800.70
02/26/2026	022626	022626							
APP 0000-00-000-00-00-209002-					Due To 0200 - Federal Grant			2,132.50	
02/26/2026	022626	022626							
APP 0200-00-000-00-00-109000-					Due From Funds - Cash Pool				2,132.50
02/26/2026	022626	022626							
APP 0000-00-000-00-00-209039-					Due To 5003 - Transit Operat			3,811.85	
02/26/2026	022626	022626							
APP 5003-00-000-00-00-109000-					Due From Funds - Cash Pool				3,811.85
02/26/2026	022626	022626							
APP 0000-00-000-00-00-209036-					Due To 5000 - Wastewtr Operat			78,287.75	
02/26/2026	022626	022626							
APP 5000-00-000-00-00-109000-					Due From Funds - Cash Pool				78,287.75
02/26/2026	022626	022626							
APP 0000-00-000-00-00-209046-					Due To 5100 - Facility Maint			14,059.48	
02/26/2026	022626	022626							
APP 5100-00-000-00-00-109000-					Due From Funds - Cash Pool				14,059.48
02/26/2026	022626	022626							
APP 0000-00-000-00-00-209060-					Due To 0308 - Street Projects			362,975.73	
02/26/2026	022626	022626							
APP 0308-00-000-00-00-109000-					Due From Funds - Cash Pool				362,975.73
02/26/2026	022626	022626							
APP 0000-00-000-00-00-209049-					Due To 5103 - Info Tech			8,781.59	
02/26/2026	022626	022626							
APP 5103-00-000-00-00-109000-					Due From Funds - Cash Pool				8,781.59
02/26/2026	022626	022626							
APP 0000-00-000-00-00-209047-					Due To 5101 - Vehicle Maint			1,898.02	
02/26/2026	022626	022626							
APP 5101-00-000-00-00-109000-					Due From Funds - Cash Pool				1,898.02
02/26/2026	022626	022626							
APP 0000-00-000-00-00-209310-					Due To 0310 - Public Safety			362,518.58	
02/26/2026	022626	022626							
APP 0310-00-000-00-00-109000-					Due From Funds - Cash Pool				362,518.58
02/26/2026	022626	022626							
APP 0000-00-000-00-00-209035-					Due To 0811 - LLMD - 001-2009			586.71	
02/26/2026	022626	022626							

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 0811-00-000-00-00-109000-	02/26/2026	022626	022626			Due From Funds - Cash Pool				586.71
APP 0000-00-000-00-00-209032-	02/26/2026	022626	022626			Due To 0808 - LLMD - 001-2015			603.79	
APP 0808-00-000-00-00-109000-	02/26/2026	022626	022626			Due From Funds - Cash Pool				603.79
APP 0000-00-000-00-00-209058-	02/26/2026	022626	022626			Due to 0815 - DT CFD			189.25	
APP 0815-00-000-00-00-109000-	02/26/2026	022626	022626			Due From Funds - Cash Pool				189.25
APP 0000-00-000-00-00-209056-	02/26/2026	022626	022626			Due To 0813 - DTLL1-CFD			189.25	
APP 0813-00-000-00-00-109000-	02/26/2026	022626	022626			Due From Funds - Cash Pool				189.25
APP 0000-00-000-00-00-209040-	02/26/2026	022626	022626			Due To 5004 - Telecom Operat			1,016.06	
APP 5004-00-000-00-00-109000-	02/26/2026	022626	022626			Due From Funds - Cash Pool				1,016.06
APP 0000-00-000-00-00-209034-	02/26/2026	022626	022626			Due To 0810 - LLMD - 001-1998			3.65	
APP 0810-00-000-00-00-109000-	02/26/2026	022626	022626			Due From Funds - Cash Pool				3.65
APP 0000-00-000-00-00-209037-	02/26/2026	022626	022626			Due To 5001 - Refuse Operat			63,586.73	
APP 5001-00-000-00-00-109000-	02/26/2026	022626	022626			Due From Funds - Cash Pool				63,586.73
APP 0000-00-000-00-00-209042-	02/26/2026	022626	022626			Due To 5006 - Rail Operat			66.55	
APP 5006-00-000-00-00-109000-	02/26/2026	022626	022626			Due From Funds - Cash Pool				66.55
APP 0000-00-000-00-00-209055-	02/26/2026	022626	022626			Due To 0812 - DTLL1-2021			50.63	
APP 0812-00-000-00-00-109000-	02/26/2026	022626	022626			Due From Funds - Cash Pool				50.63
APP 0000-00-000-00-00-209057-	02/26/2026	022626	022626			Due To 0814 - DTLL1-2022			50.43	
APP 0814-00-000-00-00-109000-	02/26/2026	022626	022626			Due From Funds - Cash Pool				50.43
APP 0000-00-000-00-00-209027-	02/26/2026	022626	022626			Due To Funds - 0803 - 003-2005			287.26	
APP 0803-00-000-00-00-109000-	02/26/2026	022626	022626			Due From Funds - Cash Pool				287.26
APP 0000-00-000-00-00-209024-	02/26/2026	022626	022626			Due To 0800 - LLMD - 001-2002			10.19	
APP 0800-00-000-00-00-109000-	02/26/2026	022626	022626			Due From Funds - Cash Pool				10.19
APP 0000-00-000-00-00-209059-	02/26/2026	022626	022626			Due to 0816 - DT CFD			352.58	
APP 0816-00-000-00-00-109000-						Due From Funds - Cash Pool				352.58

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
	02/26/2026	022626	022626							
APP 0000-00-000-00-00-209006-						Due To 0204 - TDA - Streets			247,986.90	
	02/26/2026	022626	022626							
APP 0204-00-000-00-00-109000-						Due From Funds - Cash Pool				247,986.90
	02/26/2026	022626	022626							
						SYSTEM GENERATED ENTRIES TOTAL			2,442,702.31	2,442,702.31
						JOURNAL 2026/08/508 TOTAL			4,885,404.62	4,885,404.62

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	8	508	02/26/2026			
0000-00-000-00-00-100010-					Cash: Mission Bank Acct#10755		2,442,702.31
0000-00-000-00-00-209001-					Due To 0100 - Gen Fund	769,800.70	
0000-00-000-00-00-209002-					Due To 0200 - Federal Grant	2,132.50	
0000-00-000-00-00-209006-					Due To 0204 - TDA - Streets	247,986.90	
0000-00-000-00-00-209024-					Due To 0800 - LLMD - 001-2002	10.19	
0000-00-000-00-00-209027-					Due To Funds - 0803 - 003-2005	287.26	
0000-00-000-00-00-209032-					Due To 0808 - LLMD - 001-2015	603.79	
0000-00-000-00-00-209034-					Due To 0810 - LLMD - 001-1998	3.65	
0000-00-000-00-00-209035-					Due To 0811 - LLMD - 001-2009	586.71	
0000-00-000-00-00-209036-					Due To 5000 - Wastewtr Operat	78,287.75	
0000-00-000-00-00-209037-					Due To 5001 - Refuse Operat	63,586.73	
0000-00-000-00-00-209038-					Due To 5002 - Water Operat	523,456.13	
0000-00-000-00-00-209039-					Due To 5003 - Transit Operat	3,811.85	
0000-00-000-00-00-209040-					Due To 5004 - Telecom Operat	1,016.06	
0000-00-000-00-00-209042-					Due To 5006 - Rail Operat	66.55	
0000-00-000-00-00-209046-					Due To 5100 - Facility Maint	14,059.48	
0000-00-000-00-00-209047-					Due To 5101 - Vehicle Maint	1,898.02	
0000-00-000-00-00-209049-					Due To 5103 - Info Tech	8,781.59	
0000-00-000-00-00-209055-					Due To 0812 - DTLL1-2021	50.63	
0000-00-000-00-00-209056-					Due To 0813 - DTLL1-CFD	189.25	
0000-00-000-00-00-209057-					Due To 0814 - DTLL1-2022	50.43	
0000-00-000-00-00-209058-					Due to 0815 - DT CFD	189.25	
0000-00-000-00-00-209059-					Due to 0816 - DT CFD	352.58	
0000-00-000-00-00-209060-					Due To 0308 - Street Projects	362,975.73	
0000-00-000-00-00-209310-					Due To 0310 - Public Safety	362,518.58	
					FUND TOTAL	2,442,702.31	2,442,702.31
0100 General Fund	2026	8	508	02/26/2026			
0100-00-000-00-00-109000-					Due From Funds - Cash Pool		769,800.70
0100-00-000-00-00-205000-					Accts Payable	769,800.70	
					FUND TOTAL	769,800.70	769,800.70
0200 Federal Grant	2026	8	508	02/26/2026			
0200-00-000-00-00-109000-					Due From Funds - Cash Pool		2,132.50
0200-00-000-00-00-205000-					Accts Payable	2,132.50	
					FUND TOTAL	2,132.50	2,132.50
0204 Tran. Dev. Act - Streets	2026	8	508	02/26/2026			
0204-00-000-00-00-109000-					Due From Funds - Cash Pool		247,986.90
0204-00-000-00-00-205000-					Accts Payable	247,986.90	
					FUND TOTAL	247,986.90	247,986.90
0308 State Grants Projects	2026	8	508	02/26/2026			
0308-00-000-00-00-109000-					Due From Funds - Cash Pool		362,975.73

City of Shafter
A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
0308-00-000-00-00-205000-					Accts Payable	362,975.73	
					FUND TOTAL	362,975.73	362,975.73
0310 Public Safety Impact Fees	2026	8	508	02/26/2026			
0310-00-000-00-00-109000-					Due From Funds - Cash Pool		362,518.58
0310-00-000-00-00-205000-					Accts Payable	362,518.58	
					FUND TOTAL	362,518.58	362,518.58
0800 LLMD - 001-2002	2026	8	508	02/26/2026			
0800-00-000-00-00-109000-					Due From Funds - Cash Pool		10.19
0800-00-000-00-00-205000-					Accts Payable	10.19	
					FUND TOTAL	10.19	10.19
0803 LLMD - 003-2005	2026	8	508	02/26/2026			
0803-00-000-00-00-109000-					Due From Funds - Cash Pool		287.26
0803-00-000-00-00-205000-					Accts Payable	287.26	
					FUND TOTAL	287.26	287.26
0808 LLMD - 001-2015	2026	8	508	02/26/2026			
0808-00-000-00-00-109000-					Due From Funds - Cash Pool		603.79
0808-00-000-00-00-205000-					Accts Payable	603.79	
					FUND TOTAL	603.79	603.79
0810 LLMD - 001-1998	2026	8	508	02/26/2026			
0810-00-000-00-00-109000-					Due From Funds - Cash Pool		3.65
0810-00-000-00-00-205000-					Accts Payable	3.65	
					FUND TOTAL	3.65	3.65
0811 LLMD - 001-2009	2026	8	508	02/26/2026			
0811-00-000-00-00-109000-					Due From Funds - Cash Pool		586.71
0811-00-000-00-00-205000-					Accts Payable	586.71	
					FUND TOTAL	586.71	586.71
0812 LLMD - 001-2021	2026	8	508	02/26/2026			
0812-00-000-00-00-109000-					Due From Funds - Cash Pool		50.63
0812-00-000-00-00-205000-					Accts Payable	50.63	
					FUND TOTAL	50.63	50.63
0813 CFD-0813	2026	8	508	02/26/2026			
0813-00-000-00-00-109000-					Due From Funds - Cash Pool		189.25
0813-00-000-00-00-205000-					Accts Payable	189.25	

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	189.25	189.25
0814 LLMD - 001-2022	2026	8	508	02/26/2026			
0814-00-000-00-00-109000-					Due From Funds - Cash Pool		50.43
0814-00-000-00-00-205000-					Accts Payable	50.43	
					FUND TOTAL	50.43	50.43
0815 CFD-0815	2026	8	508	02/26/2026			
0815-00-000-00-00-109000-					Due From Funds - Cash Pool		189.25
0815-00-000-00-00-205000-					Accts Payable	189.25	
					FUND TOTAL	189.25	189.25
0816 CFD-0816	2026	8	508	02/26/2026			
0816-00-000-00-00-109000-					Due From Funds - Cash Pool		352.58
0816-00-000-00-00-205000-					Accts Payable	352.58	
					FUND TOTAL	352.58	352.58
5000 Wastewater Operations	2026	8	508	02/26/2026			
5000-00-000-00-00-109000-					Due From Funds - Cash Pool		78,287.75
5000-00-000-00-00-205000-					Accts Payable	78,287.75	
					FUND TOTAL	78,287.75	78,287.75
5001 Refuse Operations	2026	8	508	02/26/2026			
5001-00-000-00-00-109000-					Due From Funds - Cash Pool		63,586.73
5001-00-000-00-00-205000-					Accts Payable	63,586.73	
					FUND TOTAL	63,586.73	63,586.73
5002 Water Operations	2026	8	508	02/26/2026			
5002-00-000-00-00-109000-					Due From Funds - Cash Pool		523,456.13
5002-00-000-00-00-205000-					Accts Payable	523,456.13	
					FUND TOTAL	523,456.13	523,456.13
5003 Transit Operations	2026	8	508	02/26/2026			
5003-00-000-00-00-109000-					Due From Funds - Cash Pool		3,811.85
5003-00-000-00-00-205000-					Accts Payable	3,811.85	
					FUND TOTAL	3,811.85	3,811.85
5004 Telecommunications Operations	2026	8	508	02/26/2026			
5004-00-000-00-00-109000-					Due From Funds - Cash Pool		1,016.06
5004-00-000-00-00-205000-					Accts Payable	1,016.06	

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	1,016.06	1,016.06
5006 Rail Operations	2026	8	508	02/26/2026			
5006-00-000-00-00-109000-					Due From Funds - Cash Pool		66.55
5006-00-000-00-00-205000-					Accts Payable	66.55	
					FUND TOTAL	66.55	66.55
5100 Facility Maintenance	2026	8	508	02/26/2026			
5100-00-000-00-00-109000-					Due From Funds - Cash Pool		14,059.48
5100-00-000-00-00-205000-					Accts Payable	14,059.48	
					FUND TOTAL	14,059.48	14,059.48
5101 Vehicle Maintenance	2026	8	508	02/26/2026			
5101-00-000-00-00-109000-					Due From Funds - Cash Pool		1,898.02
5101-00-000-00-00-205000-					Accts Payable	1,898.02	
					FUND TOTAL	1,898.02	1,898.02
5103 Information Technology	2026	8	508	02/26/2026			
5103-00-000-00-00-109000-					Due From Funds - Cash Pool		8,781.59
5103-00-000-00-00-205000-					Accts Payable	8,781.59	
					FUND TOTAL	8,781.59	8,781.59

City of Shafter
A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
0000 Pooled Cash Fund		2,442,702.31	
0100 General Fund			769,800.70
0200 Federal Grant			2,132.50
0204 Tran. Dev. Act - Streets			247,986.90
0308 State Grants Projects			362,975.73
0310 Public Safety Impact Fees			362,518.58
0800 LLMD - 001-2002			10.19
0803 LLMD - 003-2005			287.26
0808 LLMD - 001-2015			603.79
0810 LLMD - 001-1998			3.65
0811 LLMD - 001-2009			586.71
0812 LLMD - 001-2021			50.63
0813 CFD-0813			189.25
0814 LLMD - 001-2022			50.43
0815 CFD-0815			189.25
0816 CFD-0816			352.58
5000 Wastewater Operations			78,287.75
5001 Refuse Operations			63,586.73
5002 Water Operations			523,456.13
5003 Transit Operations			3,811.85
5004 Telecommunications Operations			1,016.06
5006 Rail Operations			66.55
5100 Facility Maintenance			14,059.48
5101 Vehicle Maintenance			1,898.02
5103 Information Technology			8,781.59
	TOTAL	2,442,702.31	2,442,702.31

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

MINUTES OF THE REGULAR MEETING OF THE
SHAFTER CITY COUNCIL
COUNCIL CHAMBER, 336 PACIFIC AVENUE
MEETING HELD IN-PERSON AND VIA ZOOM AND LIVESTREAM TO YOUTUBE
TUESDAY, DECEMBER 16, 2025

CALL TO ORDER: 6:02 PM

ROLL CALL:
PRESENT: Mayor Givens, Mayor Pro Tem Olvera, Council Members Alvarado, Espinoza, and Prout. Also present: City Manager Lippincott, Community Services Supervisor Bernal, Planning Director Esselman, Public Works Director Gonzalez, Assistant City Manager James, City Attorney Martinez, IT Specialist Rogers, Deputy City Clerk Uribe, and Sergeant York.

PLEDGE OF ALLEGIANCE: Council Member Alvarado

INVOCATION: Mayor Givens

APPROVAL OF AGENDA:

MOVED (PROUT) AND SECONDED (OLVERA) COUNCIL DETERMINED THERE WAS A NEED TO TAKE IMMEDIATE ACTION AND THAT THE NEED FOR THE IMMEDIATE ACTION CAME TO THE ATTENTION OF THE COUNCIL SUBSEQUENT TO THE AGENDA BEING POSTED TO MOVE CONSENT CALENDAR ITEM NO. 15 TO MANAGEMENT REPORT NO. 5 AND REMOVED MANAGEMENT REPORT NO. 5 (SALES TAX INITIATIVE PUBLIC OUTREACH) FOR A FUTURE WORKSHOP AND APPROVED AGENDA AS AMENDED. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: ALVARADO, ESPINOZA,GIVENS, OLVERA, AND PROUT.
NAYS: NONE.
ABSENT: NONE.
ABSTENTIONS: NONE.

PRESENTATION:

1. Mayor Givens and Council presented a Certificate of Recognition to the Shafter High School Varsity Girls Tennis team.

PUBLIC COMMENT:

Chief of Police Milligan introduced Assistant Chief of Police Brian Knox.

Deana Rodriguez Root provided comments on the agenda item regarding the Annual Discretionary Allocation per Council Member for Community Events and its effects on community events, particularly the Cinco de Mayo event.

COUNCIL ANNOUNCEMENTS AND REPORTS:

On December 5, 2025, Council Members Prout and Espinoza attended the Christmas Tree Lighting and Sing at the Downtown Square

On December 5, 2025, Mayor Pro Tem Olvera, and Council Members Alvarado, Espinoza, and Prout participated in the Lions Club Christmas Parade at Mannel Park.

On December 13, 2025, Mayor Pro Tem Olvera and Council Member Alvarado participated in the Lions Club food distribution at Sequoia School.

On December 12, 2025, Mayor Pro Tem Olvera, and Council Members Alvarado, Espinoza, and Prout attended the Employee Appreciation Dinner at the Shafter Veterans Hall.

On December 16, 2025, Mayor Givens and Council Member Prout attended the Police Department Substation and Library Extension at Gossamer Grove.

CONSENT CALENDAR:

1. Approve General Checks: November 26, 2025, November 26, 2025, November 26, 2025, December 9, 2025, December 10, 2025, December 11, 2025.
2. Approve Payroll: November 5, 2025, November 19, 2025, November 25, 2025, November 26, 2025, December 10, 2025.
3. Council find the action is not defined as a "project" per Section 15378(b)(4) of the CEQA Guidelines; and accept the Treasurer's Report for October 2025.
4. Council find the action is not defined as a "project" per Section 15378(b)(4) of the CEQA Guidelines; adopt Resolution No. 3052, a Resolution of the City Council of the City of Shafter authorizing wages and related benefits for Non-Represented Full-time Employees for the period of January 3, 2026, through December 31, 2026; and authorize a budget amendment in the amount of $104,000 for Fiscal Year 25/26.
5. Council find the action is not defined as a "project" per Section 15378(b)(4) of the CEQA Guidelines; adopt Resolution No. 3053, a Resolution of the City Council of the City of Shafter authorizing wages and related benefits for Non-Represented Part-time and Extra-Help Employees for the period of January 3, 2026, through December 31, 2026.
6. Council find the action is not defined as a "project" per Section 15378(b)(2) of the CEQA Guidelines; ratify the MOU between the City and SEIU L521 for the period of January 3, 2026, to December 31, 2028; and authorize a budget amendment in the amount of $100,000 for Fiscal Year 25/26.
7. Council find action is not defined as a "project" per Section 15378(b)(5) of the CEQA Guidelines; approve and adopt the revised Federal Motor Carrier Safety Administration and Federal Transit Administration Drug and Alcohol Testing Policy.
8. Council, serving as the Successor Agency to the Former Shafter Community Development Agency, find the proposed action is not defined as a "project" per Section 15378(b) (4) of the CEQA Guidelines; and adopt Resolution 3054, a Resolution of the City Council of the City of Shafter serving as the Board of Directors of the Successor Agency to the Dissolved Shafter Community Development Agency, Approving and Adopting a Recognized Obligation Payment Schedule Covering the Period of July 1, 2026 through June 30, 2027, Pursuant to Health and Safety Code Section 34177(l) And (m).
9. Council, serving as the Successor Agency to the Former Shafter Community Development Agency, find the action is not defined as a "project" per Section 15378(b)(4) of the CEQA Guidelines; and adopt Resolution 3055, a Resolution of the City Council of the City of Shafter serving as the Successor Agency to the Dissolved Shafter Community Development Agency, Approving and Adopting a Proposed Administrative Budget for the Period July 1, 2026

through June 30, 2027, Pursuant to Health and Safety Code Section 34177(j).

10. Council find that the action is not defined as a "project" under Section 15378(b)(4) of the CEQA Guidelines; declare the list of equipment in this item as surplus property; authorize the sale or disposal of said items through a public sale process or auction as necessary.
11. Council find the action is not defined as a "project" per Section 15378(b)(4) of the CEQA Guidelines; authorize the Finance Director or Public Works Director to sign the Delegated Maintenance Agreement with the Department of Transportation, increasing cost reimbursement collected annually from $2,739.10 to $11,268 for the service of street sweeping for the route Central Valley Highway from E. Euclid Ave to W. Tulare Ave. A length of Approximately 0.85 miles (1.5 curb miles).
12. Council find the action is exempt from the California Environmental Quality Act; approve request for proposal documents for the drilling of Well No. 22 and No. 23; and authorize the release of said projects for formal bid purposes.
13. Council find that the action is not defined as a "project" per Section 15378(b)(5) of the CEQA Guidelines; accept the public improvements completed for the Shafter Aquatic Center Improvement Project (CIP PF00002); authorize the Deputy Public Works Director to file a Notice of Completion and acceptance of work for said improvements.
14. Council find the action is not defined as a "project" per section 15378 of the CEQA Guidelines; introduce for second reading and adopt 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.
15. *ITEM MOVED TO MANAGEMENT REPORT NO. 5.* Council find the action is not defined as a "project" under Section 15378(b)(4) of the CEQA Guidelines; accept the low bid from S&B Sons, Inc. in the amount of $341,110.23 for the Shafter Library & Learning Center Chess Garden Project; and approve a budget amendment to increase project funding by $100,000 (to $350,000 total) from General Fund Reserves.
16. Council find the action is not defined as a "project" per Section 15378(b)(2) of the CEQA Guidelines; approve and adopt the revised Shafter Library & Learning Center (SLLC) Privacy Policy, attached to this report.

MOVED (OLVERA) AND SECONDED (ALVARADO) COUNCIL APPROVED THE CONSENT CALENDAR AS AMENDED WITH ONLY NO. 1 THROUGH 14 AND 16. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: ALVARADO, ESPINOZA,GIVENS, OLVERA, AND PROUT.
NAYS: NONE.
ABSENT: NONE.
ABSTENTIONS: NONE.

MANAGEMENT REPORT:

1. **CIVIC ENGAGEMENT WITH STUDENT COUNCILS:** Community Services Supervisor Bernal made introductory comments.

MOVED (PROUT) AND SECONDED (ESPINOZA) COUNCIL FOUND THAT THE ACTION IS NOT DEFINED AS A "PROJECT" UNDER SECTION 15378(B)(5) OF THE CEQA GUIDELINES; APPROVED THE INVITATION FOR STUDENT COUNCILS FROM GROW ACADEMY, RICHLAND JUNIOR HIGH, AND A SUBSET OF SHAFTER HIGH SCHOOL (6 STUDENTS) TO MEET WITH CITY STAFF, SHADOW CITY COUNCIL AT A MEETING, RECEIVE CITY

POLO SHIRTS, AND PARTICIPATE IN A TRIP TO SACRAMENTO TO MEET ELECTED OFFICIALS AND TOUR THE CAPITOL. CONFIRMED THAT THIS EXPENDITURE DOES NOT CONSTITUTE A GIFT OF PUBLIC FUNDS. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: ALVARADO, ESPINOZA,GIVENS, OLVERA, AND PROUT.
NAYS: NONE.
ABSENT: NONE.
ABSTENTIONS: NONE.

2. **ADOPT URGENCY ORDINANCE NO. 774 TO AMEND TITLE 17 (ZONING ORDINANCE) SECTION 11.200 RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS TO COMPLY WITH RECENT CHANGES IN STATE LAW:** Senior Planner Cazares made introductory comments.

MOVED (OLVERA) AND SECONDED (ALVARADO) COUNCIL WAIVED FULL READING AND ADOPTED BY TITLE ONLY URGENCY ORDINANCE NO. 774, AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHAFTER, CALIFORNIA, AMENDING TITLE 17 (ZONING ORDINANCE) SECTION 11.200 OF THE SHAFTER MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS (ADUS) AND JUNIOR ACCESSORY DWELLING UNITS (JADUS) TO COMPLY WITH RECENT CHANGES IN STATE LAW, AND (2) FIND THAT THE ADOPTION OF THE PROPOSED URGENCY ORDINANCE IS STATUTORILY EXEMPT FROM REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PER PUBLIC RESOURCES CODE SECTION 21080.17. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: ALVARADO, ESPINOZA,GIVENS, OLVERA, AND PROUT.
NAYS: NONE.
ABSENT: NONE.
ABSTENTIONS: NONE.

3. **FIRE SERVICES FEASIBILITY STUDY AWARD:** Assistant City Manager James made introductory comments.

MOVED (PROUT) AND SECONDED (OLVERA) COUNCIL FOUND THAT THE ACTION IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT; APPROVED THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO MATRIX CONSULTING GROUP TO CONDUCT THE COST STUDY FOR THE IMPLEMENTATION OF A MUNICIPAL FIRE DEPARTMENT; AUTHORIZED THE CITY MANAGER TO EXECUTE THE AGREEMENT, INCLUDING OPTIONAL PUBLIC ENGAGEMENT SERVICES AND ANY AMENDMENTS THERETO, SUBJECT TO APPROVAL AS TO FORM BY THE CITY ATTORNEY; AND AUTHORIZED A TOTAL BUDGET APPROPRIATION NOT TO EXCEED $75,000 FROM THE GENERAL FUND FOR THIS PURPOSE. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: ALVARADO, ESPINOZA,GIVENS, OLVERA, AND PROUT.
NAYS: NONE.
ABSENT: NONE.
ABSTENTIONS: NONE.

4. **DISCUSSION AND DIRECTION ON ANNUAL DISCRETIONARY ALLOCATION OF $4,000 (DIRECT)/$25,000 (IN-KIND) PER COUNCIL MEMBER FOR COMMUNITY EVENTS:** City Manager Lippincott made introductory comments.

COUNCIL DISCUSSED AND DIRECTED STAFF TO BRING BACK ITEM AT A FUTURE COUNCIL MEETING TO APPROVE MERGING ALL INDIVIDUAL COUNCIL MEMBERS' IN-KIND DISCRETIONARY ALLOCATIONS FOR

COMMUNITY EVENTS AND TO APPROVE A METHODOLOGY OF FUNDS TO ASSOCIATE WITH A PARTICULAR EVENT.

ITEM REMOVED FROM THE AGENDA **SALES TAX INITIATIVE PUBLIC OUTREACH AND ENGAGEMENT PROFESSIONAL SERVICES AGREEMENT:** Council found the action exempt from the California Environmental Quality Act; authorized the City Manager to Execute a Professional Services Agreement with Civisocial for Communications Training and Engagement Services in an Amount Not to Exceed $20,000; and Authorized the City Manager to Execute a Separate Professional Services Agreement with Polco for Digital Engagement Platform Services in an amount not to exceed $10,000.

5. **CHESS GARDEN BID ACCPETANCE AND BUDGET AMENDMENT:** Community Services Director Franz made introductory comments.

MOVED (PROUT) AND SECONDED (ALVARADO) COUNCIL FOUND THE ACTION IS NOT DEFINED AS A "PROJECT" UNDER SECTION 15378(B)(4) OF THE CEQA GUIDELINES; ACCEPT THE LOW BID FROM S&B SONS, INC. IN THE AMOUNT OF $341,110.23 FOR THE SHAFTER LIBRARY & LEARNING CENTER CHESS GARDEN PROJECT; AND APPROVE A BUDGET AMENDMENT TO INCREASE PROJECT FUNDING BY $100,000 (TO $350,000 TOTAL) FROM GENERAL FUND RESERVES. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: *ALVARADO, ESPINOZA,GIVENS, OLVERA, AND PROUT.*
NAYS: *NONE.*
ABSENT: *NONE.*
ABSTENTIONS: *NONE.*

CITY MANAGER COMMENTS AND REPORTS: Assistant City Manager James provided an update on a proposed Request for Proposal for the Modified Community Correctional Facility; Mayor Givens congratulated the Finance Department on receiving the Government Finance Officers Association Distinguished Budget Presentation Award.

DEPARTMENT DIRECTOR COMMENTS AND REPORTS: No reports at this time.

RECESS:

MOVED (OLVERA) AND SECONDED (ESPINOZA) COUNCIL RECESSED INTO CLOSED SESSION AT 7:37 P.M.

CLOSED SESSION:

1. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION:** Pursuant to California Government Code, Section 54957. Title: City Manager. *NO REPORTABLE ACTION.*

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION:** Pursuant to California Government Code, Section 54956.9 Name of Case: Coalition for Clean Air. Case IDs 25CUB00652. Kern County Superior Court. *NO REPORTABLE ACTION.*

ADJOURNMENT:

MOVED (ESPINOZA) AND SECONDED (OLVERA) COUNCIL ADJOURNED THE MEETING AT 8:14 P.M. MOTION CARRIED WITH NO OPPOSITION.

_____
Chad Givens, Mayor

ATTEST:

_____
Yazmina Pallares, City Clerk

CITY OF SHAFTER
CITY COUNCIL REPORT

MEETING DATE: March 3, 2026

DEPARTMENT: David Franz, Community Services Director

SUBJECT: Hens Roost First Friday Special Event Approval

RECOMMENDATION

Council find the action is not defined as a “project” per Section 15378(b)(5) of the CEQA Guidelines; approve the Special Event Permit application submitted by The Hens Roost Inc. for “First Friday Market in Shafter,” including the requested temporary alterations/closures within the public right-of-way and related areas (Green Hotel parking lot; James Street in front of the Green Hotel; and Central Avenue in front of the park to James Street); and approve total costs for a year's worth of events at approximately $15,936.

BACKGROUND

The Hens Roost Inc. has submitted a Special Event Permit request for “First Friday Market in Shafter,” a recurring community pop-up market featuring food and craft vendors. The event is proposed to occur every first Friday of the month from 6:00 p.m. to 9:00 p.m., with a requested series of event dates through December 4, 2026. Event set-up and tear-down are identified on the application as occurring on event days, with set-up from 3:00 p.m. to 5:00 p.m. and tear-down from 9:00 p.m. to 10:00 p.m.
The event is proposed at 320 Central Avenue, Shafter, in and around the Green Hotel area. Event elements include amplified music/speech, vendor booths, and food/beverage service. The applicant has provided Kern County Public Health documentation and a vendor list as part of the permit submittal.

Because the event includes requested alterations of public streets and/or the public right-of-way, the applicant is requesting approval for temporary closures/encroachments, including:

- Closing the Green Hotel parking lot for the market area;
- Closing James Street in front of the Green Hotel; and
- Closing Central Avenue in front of the park to James Street.

Per Council direction, Staff presents all temporary road alterations and closures to the City Council for approval.

FISCAL IMPACT

Approval of the Special Event Permit for the “First Friday Market in Shafter” is not anticipated to require a budget adjustment.

City costs associated with this recurring event are expected to be limited to routine staff coordination, permit processing, and standard public safety review. Any Public Works support related to temporary street closures (such as barricade placement or traffic control coordination) and Police Department presence will be managed within existing departmental operating budgets and staffing levels. These activities are consistent with the City’s typical support for community events and can be absorbed without additional appropriations.

To the extent applicable, the City may collect permit fees or business-related fees associated with vendor participation; however, any related revenue is expected to be nominal and not material to the overall General Fund.

Overall, the proposed event does not create a significant fiscal impact and can be accommodated within the City’s existing adopted budget. Total costs for a year's worth of events is approximately $15,936.

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 special events permit 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. FRIST FRIDAY MARKET IN SHAFTER SITE PLAN
2. Special Event Permit - 51 (1)
3. Market_Additional_Certificate
4. First Friday Market Vendor List
5. EH-CEA-26-0193

Seven
Store
CENTRAL AVE
CRAFT
Downtown Square
CRAFT
et Wirele
FOOD
FOOD
FOOD
FOOD
POLICE
JAMES ST

Special Event Permit

Approval Summary

Administrative Approval: Approved

Planning Approval: Approved with Conditions

Planning Cost Estimate: $0.00

Public Works Approval: Approved

Public Works Cost Estimate:$15,936.00

Police Department Approval: Approved

Police Department Cost Estimate: $0.00

Risk Management Approval: Approved with Conditions

Council Approval
Not Ready for Council Approval

Total Cost Estimate
$15,936.00

Thank you for choosing to host an event in the City of Shafter!

Before you start, let's make sure you need this permit. If your event will have fewer than 50 attendees, does not involve the sale of food and/or beverages, and will not require alterations to roads or public right-of-ways, you don't need a Special Events Permit. Have a great event!

However, if you expect more than 50 people, will sell food and/or beverages, have amplified sound, or alter roads or public right-of-ways, please fill out this form. This helps us coordinate resources, ensure public safety, and ensures you comply with the Shafter Municipal Code. We have tried to make it as painless as possible, and we are here to help! If you have any questions contact the Community Services Department at (661) 746-5019.

Here's what you need to know:

- You will need to submit your completed application at least 30 days before the event*.
- If you are planning a Community Event, submit your application at least 60 days before the event*. A Community Event is an event with 1 or more food vendors that is of civic, political, public, or educational nature such as fairs, festivals, circuses and other public gathering events. **This allows you time to obtain all required permits and insurance, gives City staff time to review and approve your application, and, when necessary, provides enough time for City Council to review and approve the permit.*
- An application fee of $25 is due after submittal and is non-refundable. (Other fees may apply.) A City staff member will contact you for payment.
- Events with more than 300 people at a time or serving alcohol require City Council approval.

Thank you again for hosting your event in Shafter—we can’t wait to see it come to life!

Special Event Permit

Step 1 - Contact Information

Host Organization

(Host Organization is the organization accepting all financial responsibility for the event and providing the required insurance.)
The Hens Roost Inc

Untitled

Host Organization Website
https://thehensroost.com/

Event Contact(s)

Untitled

Event Contact 1

Name
Jaclyn Allen

Phone
(661) 332-4411

Email
hensroostbakersfield@gmail.com

Step 2 - Event Information

Event Details

Event Name
First Friday Market in Shafter

Event Description
Pop up market with food craft vendors held every first Friday of the month from 6pm-9pm.

Untitled
Check here if your event requires an alteration to any street or public right-of-way.
Check here if your event is a Community Event with at least one (1) or more food or beverage vendor(s).

Alterations to roads or public right of ways require Council review and approval.

Event Location
320 Central Ave, Shafter, CA 93263

***Selecting an event location for this permit is not considered a facility reservation**. To complete a park reservation, visit the City of Shafter Parks Reservation webpage.*

Maximum Number of People Anticipated at a Time
300

Event Activities (Check all that apply)
Amplified Music/Speech
Food Served/Sold
Vendors

Types of Event Vendors
Beverage
Food
crafts

Untitled

Attach Environmental Health Permit issued by Kern County Public Health
EH-CEA-26-0193.pdf

Attach Community Event Permit issued by Kern County Public Health
EH-CEA-26-0193.pdf

Attach Vendor List provided to Kern County Public Health for the Community Event
First Friday Market Vendor List.pdf

Applicants who will have vendors or participants (“parties”) present at the event or facility: Applicant must enter into a written and executed contract with each of the other parties. The contract must include an indemnification, defense, and hold harmless provision in favor of the City and its officers, officials, employees, and agents, and must cause the other parties to comply with the insurance requirements required of the Applicant hereunder. Applicant shall obtain evidence of insurance and endorsements from each of its other parties and provide a copy to City upon request.

If your event has multiple dates, enter each individual date the event will be held.

Event Set-Up Date
3/6/2026

Event Set-Up Time (Start and End time)
3pm-5pm

Event Date
3/30/2026

Event Time (Start and End Time)
6pm-9pm

Multiple Event Dates Indicator
Check here if your event has multiple dates.

Final Event Date
12/4/2026

Event Tear-Down Date
3/6/2026

Event Tear-Down Time (Start and End Time)
9pm-10pm

Alterations of Public Streets and/or Right-of-Ways (Encroachment)

Encroachment Details

Describe your requested alteration of public streets and/or right of ways. (For example, “closing the parking lot at the Green Hotel for a farmers market”):
Closing the parking lot at the Green Hotel for the event. Closing James Street in front of the Green Hotel, and closing Central Ave in front of the park to James Street.

Alteration Start Date
3/6/2026

Alteration Start Time
2pm

Alteration End Date
3/6/2026

Alteration End Time
10pm

Please submit a map or drawing of the alteration/encroachment and include exact dimensions.

For travel routes, include starting and ending points of the route, any proposed boundaries, and specific places for signs, cones, or barricades. Include staging areas where events will be set up.

Map/Drawing of Alteration/Encroachment Location
FRIST FRIDAY MARKET IN SHAFTER SITE PLAN.png

Materials and Services

Check all items requested from the City.
Cones
Portable Lighting
Refuse Containers
Traffic Control Signs

Declaration

1. Applicant is responsible for any damage to the items noted above and is responsible for the cost of repairs and/or replacement of such at the City's discretion.
2. Unless otherwise stated through an approved request, please note the following:
   a. Items are not available during normal business hours of 8:00 am and 5:00 pm Monday through Friday.
   b. The City will provide the items requested subject to availability.
   c. All equipment must be set up, maintained, and removed by City employees exclusively.
3. The City of Shafter is in no way responsible for any personal injuries, property damage, or other liabilities that may incur during the use of said items.
4. The use of these items may also require City permits for Special Events and/or Encroachment in public right-of-way.

Indemnification

1. Applicant agrees that if this application is granted, applicant shall indemnify, defend, save and hold harmless the City of Shafter (“City”), and each of City’s officials, officers, employees, city council members, agents, board members, commissioners, contractors, and authorized volunteers (collectively “City Agents”) against and from any and all suits, actions, damages, judgments, claims, demands, expenses (including actual out-of-pocket legal fees), losses, penalties, fines, liabilities, debts, costs and expenditures, including but not limited to, sums paid on liability judgements, and against any and all loss or liability which the City of Shafter or such City Agents

may suffer, or which may be recoverable from, or obtainable against the City of Shafter or such City Agents, from loss, damage, or injury to persons or property in any manner proximately caused by, arising out of, allegedly arising out of, incident to, or connected to any acts, omissions, or misconduct in connection with this permit including but not limited to the use of any City streets, land, buildings, facilities, or as applicable, the placing, erection, maintenance or existence of encroachment.

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2. Applicant further agrees that upon the expiration of the permit for which this application is made, if granted, or upon the revocation thereof by the City, applicant will at his own cost and expense remove the same from the public property or right-of-way where the same is located, and restore said public property or right-of-way to the condition as nearly may be in which it was before the placing, erection, maintenance, or existence of said encroachment.

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3. Applicant shall submit a traffic control plan for both vehicular and pedestrian traffic for all work in the public right-of-way. The plan and its controls shall follow the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD).

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4. California Government Code Section 4216 requires an INQUIRY IDENTIFICATION NUMBER be assigned to every person planning to conduct an excavation in a Public Right-of-Way or Private Easement. If applicable, the applicant shall call the “USA” Regional Notification Center at 1-800-227-2600 a minimum of two (2) days prior to commencing that excavation. Pursuant to Title 12 of the Shafter Municipal Code, the undersigned herby applies for a permit to place, erect, and/or maintain an encroachment on public property right-of-way as therein defined.

Initial
JA

5. In the event that a homeowner intends to replace broken sidewalk within the public right-of-way in front of their residence, and/or install infill sidewalk that is not part of a development or planned improvements by the City, a no-fee encroachment permit may be approved and granted. Please coordinate with Staff to determine if a no-fee permit would be applicable for a portion of or the entire scope of any proposed improvements. Applicant must follow the City of Shafter’s Subdivision Engineering & Design Manual. If the applicant fails to meet the requirements or excessive re-inspections are performed, the applicant will be charged a retro-active permit fee and re-inspection fees incurred.

Initial

JA

6. The following shall be in addition to the above indemnification and below acknowledgement for Furnished Goods: City of Shafter, its employees, city council members, agents, boards and commissions make NO WARRANTY of any kind, nature or description, express or implied, as to the quality and manufacture, safety or fitness for any particular purpose of any Equipment covered by this agreement.

Initial
JA

Step 3 - Hold Harmless Agreement

I certify and agree to indemnify, defend, and hold harmless the City of Shafter, its employees, city council members, agents, boards and commissions from and against any and all claims, liability loss, costs, damages, fees of attorneys, and other expenses which the City may sustain or incur by reason of, or in consequence of, the use of City streets and land, including but not limited to, sums paid on liability settlements or judgements in relation to use of land and streets.

Furthermore, I certify that I am the applicant or authorized agent and that the information filed is true and correct to the best of my knowledge. I understand that additional conditions of approval may be imposed under this application, and I agree to comply with any conditions that may be required.

Applicant Signature

Date
1/29/2026

Jaclyn Allen

Step 4 - Insurance Requirements

a. A Commercial General Liability Certificate of Insurance (“COI”) with coverage as broad as Insurance Services Office form CG 00 01 must be submitted and must name the person and/or organization hosting the event as the "Insured."
b. The COI must clearly show the liability limits and policy number and policy dates to be valid, shall be and include that the policy primary and non-contributory. Applicant agrees to waive all rights of subrogation.
c. The COI alone is not an acceptable proof of coverage and must be accompanied by a separate Endorsement page. The Endorsement page must name **"The City of Shafter, its Officers, Employees, City Council Members, Agents, Boards, and Commissions, and volunteers"** as additional insured.

- **Minimum insurance coverage required is $1,000,000 per occurrence and $2,000,000 general aggregate.***
- **If alcohol is present or sold, a host liquor liability in the amount of $2,000,000 per occurrence and $4,000,000 general aggregate must be produced.**

Amount of coverage required is dependent on level of risk and varies by type of event. Coverage limits may be higher for higher risk activities and events upon the City's sole determination. Special Events are reviewed individually; City staff will inform the applicant of the required insurance limits after the form is reviewed.

Insurance certificates and endorsement(s) may be obtained by contacting homeowner/auto insurance companies and asking for event insurance or visiting online event insurance companies such as those listed below.

- Hub International: Event Insure | HUB International
- K&K Insurance: Special Event Insurance
- City staff may assist with obtaining insurance through Alliant. See City staff for assistance.

Attach Insurance Coverage Documents
Market_Additional_Certificate.pdf

The Hens roost Endorsment.pdf

Friendly Reminders

1. All City noise regulations must be observed.
2. Parking must be in authorized parking spaces only.
3. Carefully observe Hours of Event, as stated on permit.
4. If indicated, comply with any additional conditions that may have been imposed as Conditions of Approval following review of your application for a Special Event Permit.

City Use Only

Administrative Review

Administrative Approval
Approved

Administrative Representative Name
Mila Aleman

Administrative Representative Title
Admin Assistant

Signature

Date
2/12/2026

Mila Aleman

Planning Review

Planning Approval
Approved with Conditions

As part of the approval process for a Special Event Permit application, conditions may be imposed that are deemed necessary to ensure that the permit will be applied in accordance with the criteria outlined in the City Zoning Ordinance. These conditions may involve any factors affecting the operation of the temporary use or event. Conditions of Approval include the following items.

Conditions of Approval

Item 1

Condition(s)
Greater than or equal to 300 persons in attendance at any given time and therefore, requires City Council approval.

Cost Estimate
$0.00

Planning Representative Name
Steve Esselman

Planning Representative Title
Planning Director

Signature

Date
2/18/2026

Public Works Review

Public Works Approval
Approved

Cost Estimate
$15,936.00

Public Works Representative Name
Alex Gonzalez

Public Works Representative Title
Public Works Director

Signature

Date
2/23/2026

Engineering Review

Engineering Approval

Cost Estimate

Engineering Representative Name

Engineering Representative Title

Signature

Date

Police Department Review

Police Department Approval
Approved

Cost Estimate
$0.00

Police Department Representative Name
Randy Milligan

Police Department Representative Title
Chief of Police

Signature

Date

Risk Management Review

Risk Management Approval
Approved with Conditions

Condition(s) of Approval
Participating businesses required to obtain business license prior to event

Risk Management Representative Name
Angelica Torres

Risk Management Representative Title
Risk Management Coordinator

Signature

Date
2/24/2026

City Council Review

City Council Approval

Council Member Name

Council Member Title

Signature

Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/30/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Pro Insur, Inc dba
Campbell Risk Management
9595 Whitley Drive, Suite 204
Indianapolis, IN 46240
Larry Spilker Ext 203

CONTACT NAME: Larry Spilker ext 203
PHONE (A/C, No, Ext): 317-848-9075 FAX (A/C, No): 317-848-9093
E-MAIL ADDRESS: LSPILKER@CAMPBELLRISK.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : HANOVER INSURANCE GROUP	22292
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

The Hens Roost Inc. DBA Shafter First Fridays Market
1916 G street
Bakersfield California 93301

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	AAM8333 LHW D481967 - 02	06/08/2025	06/08/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's operation. Blanket additional Insured applies per coverage form 421-2915 06 15. Certificate holder, if any, is hereby an additional insured.

CERTIFICATE HOLDER

The City of Shafter
336 Pacific Ave.
Shafter Ca.
93263

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John C. Campbell

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Community Event Vendors

LIST ALL PARTICIPANTS PLANNING TO SERVE FOOD OR BEVERAGES AT THE EVENT

FA ID Number	Business/Organization Name	Applicant's Name	Menu	Daytime Phone #
PR0084306	PB Jacks Nutbutter	Jadyn	Nut Butters	661-332-4411
PR0078873	Simply Freeze Dried	Amber	Freeze Dried Fruit & Candy	661-979-4081
PR0081890	The Honey Comb	kyle	Honey	661-858-8722
FA0050185	Pupusas La Salvadoreña	Santiago	Salvadorean Food	661-747-6929
FA0051267	Taco Roll	Diana	Sushi	562-367-2818
EHFA-25-00943	Happy Dumplings	Lisa	Dumplings, Buns	319-512-9384
FA0051352	Frenchies Mini Donuts	Laura	Mini Donuts	661-959-7100
FA0050216	Get It Twisted	Get It Twisted	Twisted Potatoes	661-333-0500
FA0049209	The Teppangaki Guys	Rafael	Teppanyaki style stir fry's	661-565-6170
PR0082586	So Pike's	Christina	Fried Bread	661-869-0093
EH-TFA-25-00039	Jenny's Loaves	Jennifer	Bannana Bread	661-900-6950
FA0051238	Handmade In a Home	Haley	Sourdough Bread	—
FA0052443	Western Woodlands LLC	Maricela	espresso drinks, coffee, lemonade	—
PR0078550	Howie's Micheladas	Alfonso	Aguas frescas, churros candies.	661-401-4193
FA0050968	Sabor Taino	Antonio	Tritip, pulled pork, Chicken sandwiches	661-364-3433
FA0045907	Vida Vegan Co.	Emmanuel	Cold Pressed Juices	661-340-0178
PR0082127	Dona Lucy Gorditas	Amado	Cookies, cinnamon rolls	661-817-7361
FA0053011	502 Cafe	Nancy	espresso Drinks, coffee	661-889-2028
PR0081081	Aguas Michis	Christine	Aguas frescas, mini pancakes	661-534-6329
EH-TFP-25-001004	Mis Conchitas	Astred	Conchas (sweet Bread)	661-903-9898

Please return this completed form 30 days prior to the event to Kern County Public Health Services Department, Environmental Health Division 2700 M Street, Suite 300 Bakersfield, CA 93301 Fax (661) 862-8701 Phone (661) 862-8740

Community Event Vendors

LIST ALL PARTICIPANTS PLANNING TO SERVE FOOD OR BEVERAGES AT THE EVENT

FA ID lumber	Business/Organization Name	Applicant's Name	Menu	Daytime Phone #
FA0045455	French Delice	Walid	Hummus, yogurt	310-871-5045
FA0051933	The 5's Pizza & More	Eric	Pizza	—
PR0098778	FregaDrizzle	Amber	Strawberries w/chocolate	661-496-7022
FA0041946	Fuego's Taco Shack & Grill	Jose Zepeda	Mexican Style Cuisine	661-865-1473
FA0049933	Sandrita's Candies	Sandra	candies made w/chamoy, chil.	661-404-3882

Please return this completed form 30 days prior to the event to Kern County Public Health Services Department, Environmental Health Division 2700 M Street, Suite 300 Bakersfield, CA 93301 Fax (661) 862-8701 Phone (661) 862-8740

Kern County
Kern County Environmental Health

2700 M ST, STE 300
BAKERSFIELD, CA 93301
661-862-8740

Thursday Jan 29 2026 03:57:11 PM

EH-CEA-26-0193

453148 SS14-SPNSR/COMM MULTI E VENT 6 MO: 16 OR MORE VENDO	610.00
453148 EH01-APPLICATION FEE FO OD	150.00

Total	**760.00**
Credit	760.00

Thank you for your payment.
Have a great day!

Received From: VISA 8182 JACLYN ALLEN
Receipt #: GR-20260129-8

TERMS & CONDITIONS

In order to use this service, you must pay a non-refundable convenience fee in addition to the amount(s) owed to the County. Please note that the service Provider (not your Payee) will appear as the merchant of record next to your payment on your bank or credit card statement.

CITY OF SHAFTER
CITY COUNCIL REPORT

MEETING DATE: March 3, 2026

DEPARTMENT: Alex Gonzalez, Public Works Director

SUBJECT: TERMINATE WILLIAMSON ACT PRESERVE NO. 8, APPROVING AN ADMINISTRATIVE LOT SPLIT, AND AUTHORIZING RECORDATION OF ASSOCIATED PARCELS AND EASEMENTS FOR THE NORTH SHAFTER COMMUNITY PARK PROJECT, GENERALLY LOCATED NEAR THE SOUTHWEST CORNER OF THE INTERSECTION OF HWY 43 AND FRESNO AVE.

RECOMMENDATION

Council find that the project is exempt from the California Environmental Quality Act; Adopt Resolution No. 3068, a Resolution of the City Council of the City of Shafter Terminating Williamson Act Preserve No. 8, Approving an Administrative Lot Split, and Authorizing Recordation of Associated Parcels and Easements for the North Shafter Community Park Project; authorize the City Manager to execute all necessary documents, including an administrative Grant Deed to reconfigure parcel boundaries without transferring ownership, associated Public Utility and Road Easements, and all documents required to effectuate the Williamson Act termination; and authorize the recordation and filing of said documents as required by law.

BACKGROUND

The City of Shafter is pursuing an administrative lot split of Assessor Parcel Numbers 026-010-026 and 026-020-03 for internal planning and development purposes associated with the North Shafter Community Park Project. The proposed action would reconfigure the two existing parcels into four new legal parcels without a change in ownership. The intent of the split is to facilitate improved site management and long-term planning. The resulting parcels will consist of: (1) the existing community park site; (2) a designated site for a future municipal well and joint sump facility; and (3) two additional parcels that may be utilized in the future for potential development. The legal descriptions of the newly created parcels are attached to this staff report.

The property is encumbered by a Williamson Act Land Use Contract pursuant to California Government Code Section 51200 et seq. At the time the City originally acquired the property for park and public use purposes, the City terminated the Williamson Act contract on APN 026-020-03, which was intended for immediate park development. However, APN 026-010-026 was not terminated at that time. Following finalization of the roadway alignment necessary to provide access to the park and related public improvements, it was determined that the approved alignment traverses a

portion of APN 026-010-026 that remains under Williamson Act contract.

Accordingly, the City is initiating Agricultural Preserve Procedure No. 22-31 by Resolution No. 3068 to terminate approximately 3.23 acres of APN 026-010-026 from Agricultural Preserve No. 8 pursuant to Government Code Section 51230 et seq. The area proposed for termination is more particularly described in Exhibits “A” and “B” of the Williamson Act exclusion document attached to this staff report.

To formally implement the parcel reconfiguration, a Grant Deed has been prepared that conveys the newly defined parcels from the City to itself, in its capacity as fee title owner. This administrative instrument updates the legal descriptions to reflect the newly created parcels and does not transfer beneficial ownership or convey property to a third party.

In conjunction with the parcel split, the City will also record a Public Utility Easement and a Road Easement to provide roadway and utility access to the park site, future well and sump facility, and the remaining parcels intended for future development. The legal descriptions of the Road Easement and Public Utility Easements are attached to this staff report. These easements are necessary to support both current park improvements and long-term infrastructure planning.

FISCAL IMPACT

There is no fiscal impact associated with the approval of the administrative lot split.

CEQA ANALYSIS

The action is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) (Common Sense) of the CEQA Guidelines because the project is a minor land division of splitting two lots into a total of four lots on land zoned agricultural where approval of the action can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment and therefore, the action is not subject to CEQA.

APPROVED BY THE CITY ATTORNEY

Yes

ATTACHMENTS

1. Resolution No. 3068
2. Williamson Act Exclusion
3. Grant Deed for Parcel Split APN 026-010-26 for the Shafter Community Park Project
4. Grant of Easement for Blanket Road Easement - North Shafter Community Park
5. Grant of Easement for Blanket Public Utilities - North Shafter Community Park

RESOLUTION NO. 3068

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHAFTER APPROVING AGRICULTURAL PRESERVE PROCEDURE NO. 22-31 TO REMOVE 3.23 ACRES OF AGRICULTURAL PRESERVE NO. 8 PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 51230 ET SEQ. AND PROVIDING REQUIRED NOTICE THEREOF

WHEREAS, the City of Shafter ("City") is the owner in fee of certain real property located within the City, as more particularly described in Exhibit "A" of the Williamson Act exclusion document attached hereto and incorporated herein by this reference (the "Site"); and

WHEREAS, the City proposes to construct a public roadway on a 3.23-acre portion of the Site (the "Public Project"); and

WHEREAS, the Public Project is proposed within 3.23 acres of Agricultural Preserve No. 8, pursuant to California Government Code Section 51230 *et seq*., and includes Assessor Parcel Numbers (APN) 026-010-26, located at the southwest corner of the West Fresno Avenue/North Central Valley Highway intersection, as illustrated in Exhibit "B" of the Williamson Act exclusion document, attached hereto, and made a part of this resolution as though fully set forth herein; and

WHEREAS, the Public Project portion of the Site is owned by the City of Shafter and therefore, notification pursuant to California Government Code Section 51232 was provided to the City Council upon acquisition; and

WHEREAS, the Public Project portion of the Site is designated by the Shafter General Plan as LDR (Low Density Residential) for APN 026-010-26; and

WHEREAS, uses for the Public Project portion of the Site are consistent with the General Plan and Zoning designations in accordance with California Government Code, Section 65402; and

WHEREAS, the Site, including the Public Project portion of the Site is encumbered by a Williamson Act Land Use contract pursuant to California Government Code, Section 51200 et seq.; and

WHEREAS, the remainder of APN 026-010-26 not described in Exhibit "A" of the Williamson Act exclusion document, will not be used for public use, and the City previously submitted a Notice of Nonrenewal of a Williamson Act contract and

WHEREAS, the City Council has determined that the proposed diminishment of Agricultural Preserve No. 8 is exempt from the California Environmental Quality Act (CEQA) in that there is no possibility that the project would have a potential significant effect on the environment because the diminishment would not cause any physical change to the environment; and

NOW, THEREFORE BE IT RESOLVED AS FOLLOWS:

SECTION 1. The City Council of the City of Shafter ("City Council") hereby accepts Notice of Termination of Williamson Act Preserve No.8 and approves Agricultural Preserve Procedure No. 22-31 for the property shown Exhibit "A" of the Williamson Act exclusion document attached to this Resolution.

SECTION 2. The City Council hereby directs staff to provide a Notice of Williamson Act Contract Termination to the California Department of Conservation, in accordance with California Government Code, Section 51291(c), within 10 days of recordation of the easements and parcel splits.

SECTION 3. The City Council hereby provides Notice that the remaining portion of the Site encumbered by Williamson Act Preserve No. 8 will require a change in the public improvements existing thereon since the City intends to (1) record new legal descriptions creating certain parcels and easements from City-owned property for public roadway and related municipal purposes. The City Council finds that the recordation of such parcels and easements is necessary and appropriate to facilitate public infrastructure improvements and municipal operations; and

SECTION 4. The City Manager or designee is hereby authorized to prepare and execute all other documents that may be required by California law for the termination of Williamson Act Preserve No. 8as described herein.

PASSED AND ADOPTED THIS 3rd DAY OF March, 2026.

_____
Chad Givens, Mayor

ATTEST

_____
Yazmina Pallares, City Clerk

APPROVED AS TO FORM

_____
Marco A. Martinez, City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION
CITY OF SHAFTER
WILLIAMSON ACT EXCLUSION

Being those portions of Lot 6 of Sales Map of Lands of Kern County Land Company, in Section 9, Township 28 South, Range 25 East, M.D.M., in the City of Shafter, County of Kern, State of California, shown as Parcel 1 of Grant Deed recorded January 8, 2020, as Document No. 220002551, O.R. in the office of the Kern County Recorder, more particularly described as follows:

WILLIAMSON ACT - EXCLUSION AREA

COMMENCING at the Southwest corner of said Lot 6; thence North 01°18'20" East, along the west line of said lot, 1255.05 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing North 01°18'20" East, along last said line, 35.00 feet to the south right-of-way of Fresno Avenue (Co. Rd. No. D-44);
Thence South 89°05'46" East, along last said line, 659.86 feet to the east line of said lot;
Thence South 01°17'47" West, along last said line, 1290.18 feet to the south line of said lot;
Thence North 89°05'05" West, along last said line, 89.20 feet;
Thence North 00°55'05" East, 1230.99 feet;
Thence North 44°05'20" West, 34.14 feet;
Thence North 89°05'46" West, 538.24 feet to the **TRUE POINT OF BEGINNING**.

Containing 3.23 acres, more or less

WILLIAMSON ACT – REMAINDER LOT 6

BEGINNING at the Southwest corner of said Lot 6;

Thence North 01°18'20" East, along the west line of said lot, 1255.05 feet;
Thence South 89°05'46" East, 538.24 feet;
Thence South 44°05'20" East, 34.14 feet;
Thence South 00°55'05" West, 1230.99 feet, to the south line of said lot;
Thence North 89°05'05" West, along last said line, 570.87 feet to the **POINT OF BEGINNING.**

Containing 16.32 acres, more or less

2/24/2026

R. Brandon Walker, P.L.S. 8832

QK
L:\Projects\2025\250051\ACAD\Exhibits\LEGAL\250051-LEGAL-WILLIAMSON ACT EXCLUSION.docx

LEGEND

ALL DISTANCES SHOWN ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.

- SUBJECT PROPERTY
- SECTION LINES
- EXISTING LOT LINES
- CENTERLINE
- EXISTING ROW
- FUTURE ROW

M/XX	MEASURED AND RECORD DATA PER REFERENCE XX
R1	RECORD DATA PER RECORD OF SURVEY, IN BK. 36 OF RECORD OF SURVEYS, PGS. 12–13, K.C.R.
R2	RECORD DATA PER FILED MAPS 7–1, BK 7, PG 75, K.C.S.
BK.	BOOK
CO. RD.	COUNTY ROAD
D.N.	DOCUMENT NUMBER
K.C.L.C.	KERN COUNTY LAND COMPANY
K.C.R.	KERN COUNTY RECORDS
K.C.S.	KERN COUNTY SURVEYOR
O.R.	OFFICIAL RECORDS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PG.	PAGE
P.U.E.	PUBLIC UTILITY EASEMENT
ROW	RIGHT–OF–WAY
T.P.O.B.	TRUE POINT OF BEGINNING

BASIS OF BEARINGS

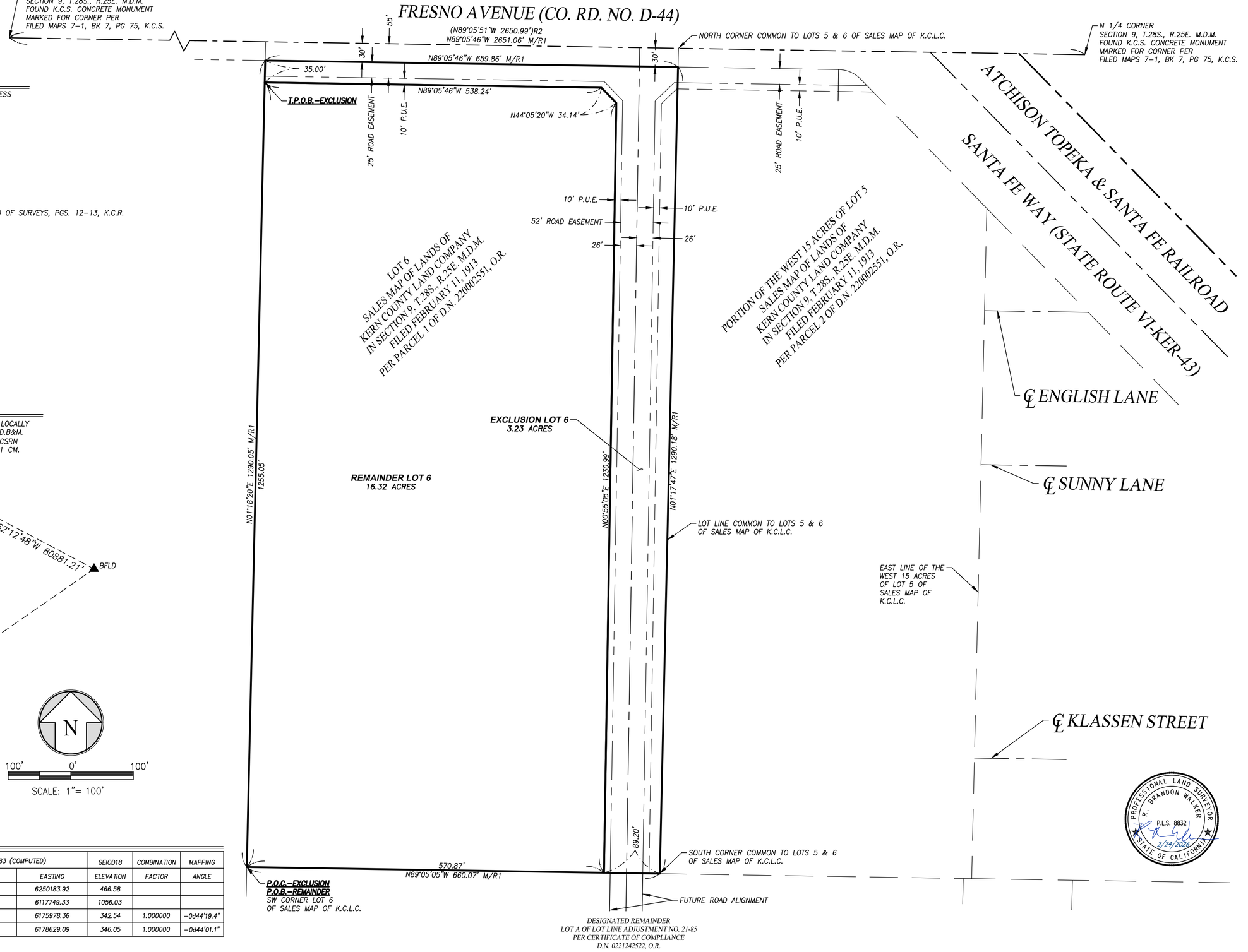
THE BASIS OF BEARINGS FOR THIS SURVEY IS CCS83(2017.50), ZONE 5, SHOWN LOCALLY BY THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 9 T28S R25E, M.D.B&M. BEARING NORTH 89°05'46" WEST AND IS BASED UPON GPS OBSERVATIONS FROM CSRN STATIONS BFLD, AND TAFT, BOTH HAVING PUBLISHED ACCURACIES OF LESS THAN 1 CM.

CONTROL DIAGRAM

N.T.S.

COORDINATE LISTING

	NAD83 ECEF COORDINATES (METERS)			CCS83 (COMPUTED)		GEIOD18	COMBINATION	MAPPING
STATION	X (ECEF)	Y (ECEF)	Z (ECEF)	NORTHING	EASTING	ELEVATION	FACTOR	ANGLE
BFLD	−2526593.9588	−4549606.3242	3675375.9090	2338279.99	6250183.92	466.58		
TAFT	−2569609.0705	−4544515.6042	3652245.2910	2246564.26	6117749.33	1056.03		
NW COR S9				2376026.94	6175978.36	342.54	1.000000	−0d44'19.4"
N 1/4 S9				2375985.11	6178629.09	346.05	1.000000	−0d44'01.1"



L:\PROJECTS\2025\250051\ACAD\EXHIBITS\ACAD\250051-EXHIBIT.DWG 2/24/2026 3:33 PM

PROJECT NO.:	250051
DRAWN BY:	TC
QA/QC BY:	PH/BW
SCALE:	AS SHOWN
SHEET NO.:	1 OF 1

EXHIBIT "B"
WILLIAMSON ACT - AREA TO BE EXCLUDED
CITY OF SHAFTER
SHAFTER, CALIFORNIA

BY:
QK
WWW.QKINC.COM
(559) 733–0440
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

RECORDING REQUESTED BY,
WHEN RECORDED RETURN TO:

City of Shafter
336 Pacific Ave.
Shafter, CA 93263
Attention: City Clerk

APN's: 026-010-026 and 026-020-03 Space above this line for Recorder's use
No Documentary Transfer Tax Due – Revenue & Taxation Code § 11922
No Recording Fee – Government Code § 27383

GRANT DEED
[ADMINISTRATIVE LOT SPLIT]

This Grant Deed is made as of _____, 2026, by and between City of Shafter, a California municipal corporation ("**Grantor**" and "**Grantee**"), as follows:

RECITALS

A. Grantor is the sole owner of that certain real property located in the City of Shafter, County of Kern, State of California, designated as Assessor Parcel Numbers 026-010-026 and 026-020-03, more particularly described in "**Exhibit A**", attached hereto and incorporated herein by this reference.

B. Grantor desires to administratively split the existing Assessor Parcel Numbers into four new parcels for internal planning and development purposes relating to the North Shafter Community Park.

C. The purpose of this Grant Deed is to effectuate a lot split and reconfiguration of the legal description without conveying the property to any other party. The newly created parcels shall remain under ownership of the Grantor.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Grantor hereby grants and conveys to itself, in its capacity as fee title owner, the real property more particularly described in "**Exhibit B**", attached hereto and incorporated herein by this reference, consisting of four new legal descriptions which shall replace the former parcels described in Exhibit A.

This deed is intended solely to reflect an administrative parcel split. There is no change in beneficial ownership.

IN WITNESS WHEREOF, the undersigned executes this instrument on behalf of the City of Shafter, as of the date first written above.

CITY OF SHAFTER.
a California municipal corporation

By: _____
Lance Lippincott, City Manager

STATE OF CALIFORNIA)

COUNTY OF KERN)

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 and official seal.

Signature _____ (Seal)

EXHIBIT “A”

LEGAL DESCRIPTION OF APN 026-010-26 AND

The land referred to below is situated in the City of Shafter, County of Kern, State of California and is described as follows:

Lot 6 in Section 9, Township 28 South, Range 25 East, Mount Diablo Base and Meridian, in the City of Shafter, County of Kern, State of California, according to the “Sales Map of Lands of Kern County Land Company,” filed February 11, 1913, in the office of the County Recorder of said County.

Excepting therefrom that portion lying within Fresno Avenue.
Also excepting therefrom an undivided one-half of all oil, gas, and other hydrocarbon substances lying in and under said land as reserved by Edna Gloeckler, et al, in deed recorded November 18, 1976, in Book 4990, Page 2474 as Document No. 41071 of Official Records.
Also excepting therefrom an undivided 25% of all oil, gas, minerals, and other hydrocarbon substances within or underlying said land, as excepted by Fred L. Starrh, et al, in deed recorded December 15, 1977, in Book 5075, Page 1615 as Document No. 56951 of Official Records.

APN: 026-010-26

All of the West 15 acres of Lot 5, in Section 9, Township 28 South, Range
25 East, Mount Diablo Base and
Meridian, in the City of Shafter, County of Kern, State of California, according to the "Sales Map of Lands of Kern County Land Company", filed February 11, 1913 in the office of the County Recorder of said County.
Excepting therefrom that portion of Lot 5, in Section 9, Township 28 South, Range 25 East, Mount Diablo Base and Meridian, in the City of Shafter, County of Kern, State of California, according to the " Sales Map of Lands of Kern County Land Company" filed February 11, 1913 in the office of the County Recorder of said County, described as follows:
Beginning at the intersection of the North line of said section with the Southwesterly line of the Atchison, Topeka
and Santa Fe Railway Company's railroad right of way, said intersection bears Nofth 89' 05' 49" West 246.32 feet
from the North quarter corner of said section, said North quarter corner being at coordinates Y=735 557. 99 feet
and X=1 617 235. 25 feet; thence (1) along said North line, North 89" 05' 49" West 263. 84 feet; thence (2) at right angles, South 00' 548 11" West 30.00 feet; thence (3) at right angles, South 89' 05'49" East 117. 34 feet; thence
4) Easterly, along a tangent curve concave Southerly, with a radius of 50 feet, through an angle of 44' 48'40", an
arc distance of 39.11 feet; thence (5) along a line parallel with and 110 feet Southwesterly measured at right
angles, from said Southwesterly line, South 44" 17' 09" East 467. 37 feet to the South line of the land described in

the Decree of Distribution recorded November 5, 1963 in Book 3660, Page 60, Kern County Official Records;
thence along the South and East lines of the land described in said Decree of Distribution, the following courses:
6) South 89' 05" 08" East 22.70 feet and (7) North 01’ 17' 48" East 131.62 feet to said Southwesterly line; thence 8) along said Southwesterly line, North 44' 17' 09" West 343.81feet to the point of beginning.
Excepting therefrom that portion lying within Fresno Avenue and/ or the existing State Highway, Road 06-KER 43. Also Excepting therefrom an undivided one- half of all oil, gas, and other hydrocarbon substances lying in and
under said land as reserved by Edna Gloeckler, et al, in deed recorded November 18, 1976 in Book 4990, Page
2474 as Document No. 41071 of Official Records.
Also Excepting therefrom an undivided 25% of all oil, gas, minerals, and other hydrocarbon substances within or
underlying said land, as excepted by Fred L. Starrh, et al, in deed recorded December 15,1977 in Book 5075, Page 1615 as Document No. 56951 of Official Records.

APN 026-020-03

EXHIBIT “B”

LEGAL DESCRIPTION OF NEW PROPERTY SHOWING SPLIT

[ATTACHED BEHIND THIS PAGE]

EXHIBIT “A”
LEGAL DESCRIPTION

PARCEL 1

Being a portion of Lot 6 of Sales Map of Lands of Kern County Land Company, in Section 9, Township 28 South, Range 25 East, M.D.M., in the City of Shafter, County of Kern, State of California, shown as Parcels 1 and 2 of Grant Deed recorded January 8, 2020, as Document No. 220002551, O.R. in the office of the Kern County Recorder, more particularly described as follows:

BEGINNING at the Southwest corner of said Lot 6; thence North 01°18’20” East, along the west line of said lot, 1,290.05 feet to the south right-of-way of Fresno Avenue (Co. Rd. No. D-44);
Thence along said right-of-way, South 89°05’46” East, 598.14 feet;
Thence South 00°55’05” West, 1,290.14 feet to the south line of said Lot 6;
Thence along said line, North 89°05’05” West, 606.87 feet to the POINT OF BEGINNING.

Containing 17.84 acres, more or less

PARCEL 2

Being a portion of the West 15 Acres of Lot 5 and a portion of Lot 6 of Sales Map of Lands of Kern County Land Company, in Section 9, Township 28 South, Range 25 East, M.D.M., in the City of Shafter, County of Kern, State of California, shown as Parcels 1 and 2 of Grant Deed recorded January 8, 2020, as Document No. 220002551, O.R. in the office of the Kern County Recorder, more particularly described as follows:

COMMENCING at the Southwest corner of said Lot 6; thence South 89°05’05” East, along the south line of said lot, 606.87 feet; thence North 00°55’05” East, 661.44 feet to the TRUE POINT OF BEGINNING;
Thence continuing North 00°55’05” East, 628.70 feet to the south right-of-way of Fresno Avenue (Co. Rd. No. D-44);
Thence along said right-of-way, South 89°05’46” East, 318.37 feet;
Thence Southeasterly, 39.11 feet along a curve concave Southwesterly with a radius of 50.00 feet and a central angle of 44°49’03” to the west right-of-way of Sante Fe Way (State Route VI-KER-43);
Thence along said right-of-way, South 44°16’43” East, 289.15 feet to the east line of the West 15 acres of said Lot 5;
Thence along said line, South 01°17’47” West, 409.89 feet;
Thence North 89°08’44” West, 556.07 feet to the TRUE POINT OF BEGINNING.

Containing 7.50 acres, more or less

PARCEL 3

Being a portion of the West 15 Acres of Lot 5 and a portion of Lot 6 of Sales Map of Lands of Kern County Land Company, in Section 9, Township 28 South, Range 25 East, M.D.M., in the City of Shafter, County of Kern, State of California, shown as Parcels 1 and 2 of Grant Deed recorded January 8, 2020, as

Document No. 220002551, O.R. in the office of the Kern County Recorder, more particularly described as follows:

COMMENCING at the Southwest corner of said Lot 6; thence South 89°05'05" East, along the south line of said lot, 606.87 feet; thence North 00°55'05" East, 192.94 feet to the TRUE POINT OF BEGINNING;

Thence continuing North 00°55'05" East, 468.50 feet;
Thence South 89°08'44" East, 556.07 feet to the east line of the West 15 acres of said Lot 5;
Thence along said line, South 01°17'47" West, 469.16 feet;
Thence North 89°04'44" West, 552.97 feet to the TRUE POINT OF BEGNNING.

Containing 5.97 acres, more or less

PARCEL 4

Being a portion of the West 15 Acres of Lot 5 and a portion of Lot 6 of Sales Map of Lands of Kern County Land Company, in Section 9, Township 28 South, Range 25 East, M.D.M., in the City of Shafter, County of Kern, State of California, shown as Parcels 1 and 2 of Grant Deed recorded January 8, 2020, as Document No. 220002551, O.R. in the office of the Kern County Recorder, more particularly described as follows:

COMMENCING at the Southwest corner of said Lot 6, thence South 89°05'05" East, along the south line of said lot, 606.87 feet to the TRUE POINT OF BEGINNING;

Thence North 00°55'05" East, 192.94 feet;
Thence South 89°04'44" East, 552.97 feet to the east line of the West 15 acres of said Lot 5;
Thence along said line, South 01°17'47" West, 192.88 feet to the south line of said Lot 5;
Thence along said line, North 89°05'05" West, 551.70 feet to the TRUE POINT OF BEGINNING.

Containing 2.45 acres, more or less

12/2/2025

R. Brandon Walker, P.L.S. 8832

QK
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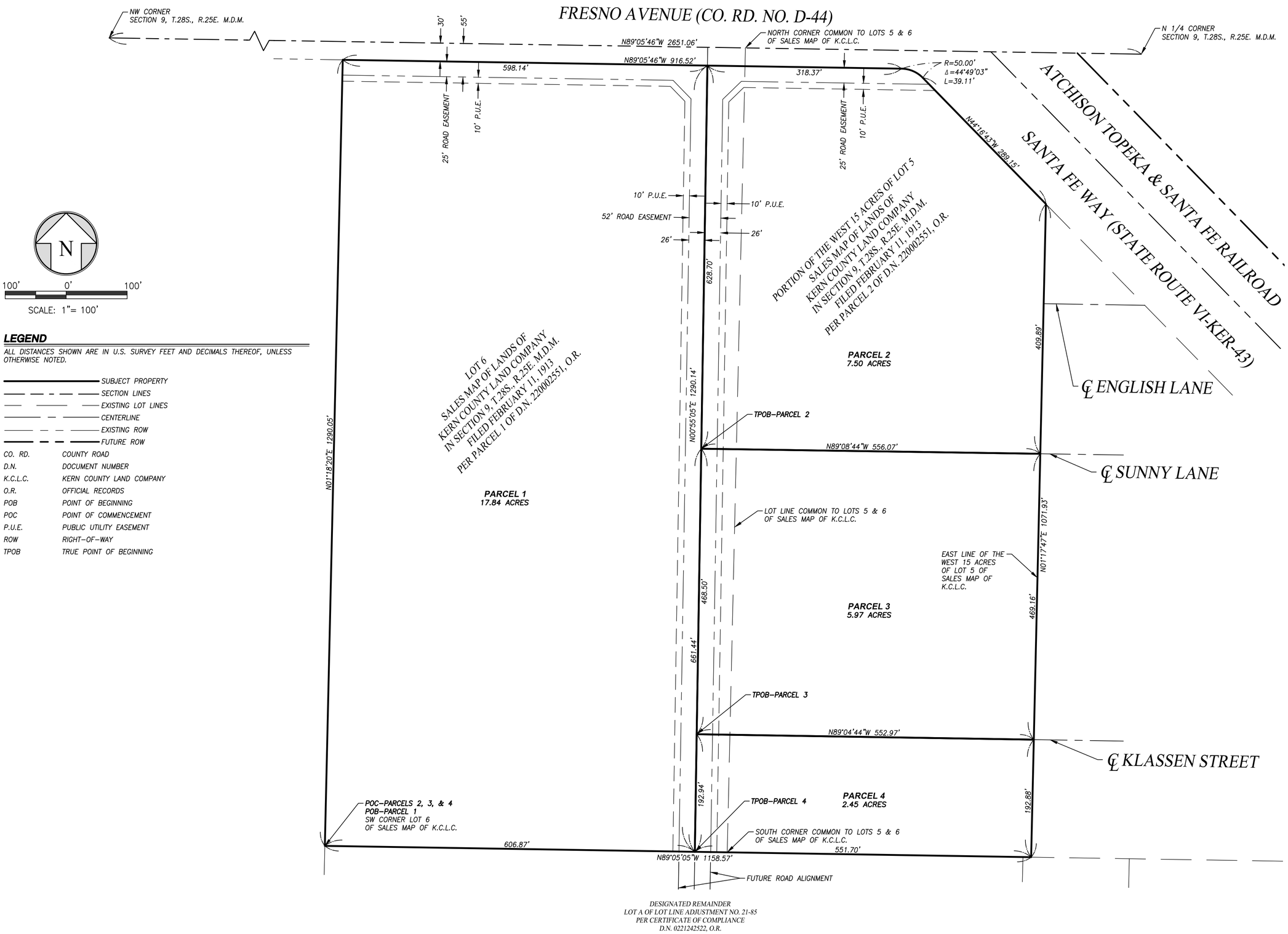
EXHIBIT "B"



LEGEND

ALL DISTANCES SHOWN ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.

- SUBJECT PROPERTY
- SECTION LINES
- EXISTING LOT LINES
- CENTERLINE
- EXISTING ROW
- FUTURE ROW

CO. RD.	COUNTY ROAD
D.N.	DOCUMENT NUMBER
K.C.L.C.	KERN COUNTY LAND COMPANY
O.R.	OFFICIAL RECORDS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
ROW	RIGHT–OF–WAY
TPOB	TRUE POINT OF BEGINNING

DESIGNATED REMAINDER
LOT A OF LOT LINE ADJUSTMENT NO. 21-85
PER CERTIFICATE OF COMPLIANCE
D.N. 0221242522, O.R.

PROFESSIONAL LAND SURVEYOR
R. BRANDON WALKER
P.L.S. 8832
12/2/2025
STATE OF CALIFORNIA

SHEET 3 OF 3

RECORDING REQUESTED BY

WHEN RECORDED RETURN TO:

CITY OF SHAFTER
336 Pacific Avenue
Shafter, CA 93263
Attn: City Manager

FREE RECORDING:
This instrument is for the benefit of City of Shafter, and is entitled to be recorded without fee or tax. (Govt. Code 6103, 27383 and Rev. & Tax Code 11922)

Portion of

Above Space for Recorder's Use

GRANT OF EASEMENT

(Non-Exclusive Perpetual Easement for Roadway Use)

This Road Easement ("Easement") is made and entered into this ___ day of _____, 2026, by and between the City of Shafter, a California municipal corporation ("Grantor"), and the general public, together with any governmental entity or public agency authorized to construct, operate, maintain, or access road improvements within the City of Shafter ("Grantee").

Whereas, Grantor is the fee owner of that certain real property located in the City of Shafter, County of Kern, State of California, more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property");

Whereas, Grantor desires to grant a non-exclusive easement across the Property for public roadway purposes;

Whereas, the City retains full fee ownership of the Property and intends to preserve the right to use the Easement Area for any lawful public purpose consistent with this grant;

Now, therefore, Grantor hereby grants to Grantee a non-exclusive, perpetual easement over, upon, under, and across the Property for the purpose of constructing, operating, using, maintaining, repairing, and replacing public streets, roadways, curbs, sidewalks, signage, street lighting, and other related road improvements, together with full rights of vehicular and pedestrian ingress and egress.

Grantor expressly reserves the right to continue using the Property in any manner not inconsistent with the rights granted herein, including the right to construct public improvements or install landscaping, provided such improvements do not materially interfere with the public's use of the easement. Grantor may require reasonable prior notice for any non-emergency excavation or subsurface work.

This Easement does not convey any fee title or exclusive possessory interest in the Property. Grantor retains the right to regulate, restrict, or permit uses of the Easement Area, including street closures, event staging, or public maintenance operations. No structures may be installed without Grantor's written consent.

Grantee shall indemnify and hold harmless Grantor, its officers, employees, and agents, from and against any claims, damages, or liabilities arising out of Grantee's use of the Easement Area, except to the extent caused by the sole active negligence or willful misconduct of Grantor.

This Grant of Easement shall run with the land and shall be binding on and inure to the benefit of the parties hereto and their successors and assigns.

The terms, covenants and conditions of this Grant of Easement shall bind and inure to the benefit of the successors and assigns of Grantee and the successors and assigns of Grantor.

IN WITNESS WHEREOF, GRANTOR has caused to be affixed hereto and this instrument to be executed by its duly authorized officer.

DATED: _____, 2026

GRANTOR:
City of Shafter, a California municipal corporation

_____
Lance Lippincott, City Manager

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

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

STATE OF CALIFORNIA
COUNTY OF KERN

On _____, 2026, 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

- ☐ 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

EXHIBIT "A" TO GRANT OF EASEMENT

LEGAL DESCRIPTION AND DEPICTION OF ROAD EASEMENT AREA

Real property in the City of Shafter, County of Kern, State of California, described as follows:

[See Attached]

EXHIBIT “A”
LEGAL DESCRIPTION

ROAD EASEMENT

Being a portion of the West 15 acres of Lot 5 and a portion of Lot 6 of Sales Map of Lands of Kern County Land Company, in Section 9, Township 28 South, Range 25 East, M.D.M., in the City of Shafter, County of Kern, State of California, shown as Parcels 1 and 2 of Grant Deed recorded January 8, 2020, as Document No. 220002551, O.R. in the office of the Kern County Recorder, more particularly described as follows:

COMMENCING at the Southwest corner of said Lot 6, thence South 89°05’05” East, along the south line of said lot, 580.87 feet to the TRUE POINT OF BEGINNING;

Thence North 00°55’05” East, 1,235.13 feet;
Thence North 44°05’20” West, 42.42 feet;
Thence North 89°05’46” West, 542.31 feet to the west line of said Lot 6;
Thence along said line, North 01°18’20” East, 25.00 feet to the south right-of-way of Fresno Avenue (Co. Rd. No. D-44);
Thence along said right-of-way, South 89°05’46” East, 916.52 feet;
Thence Southeasterly, 39.11 feet along a curve, concave Southwesterly, with a radius of 50.00 feet and a central angle of 44°49’03” to the west right-of-way of Sante Fe Way (State Route VI-KER-43);
Thence along said right-of-way, South 44°16’43” East, 14.85 feet;
Thence North 89°05’46” West, 308.16 feet;
Thence South 45°54’40” West, 42.43 feet;
Thence South 00°55’05” West, 1,235.14 feet to the south line of said Lot 6;
Thence along said line, North 89°05’05” West, 52.00 feet to the TRUE POINT OF BEGINNING.

Containing 2.07 acres, more or less

12/2/2025

R. Brandon Walker, P.L.S. 8832

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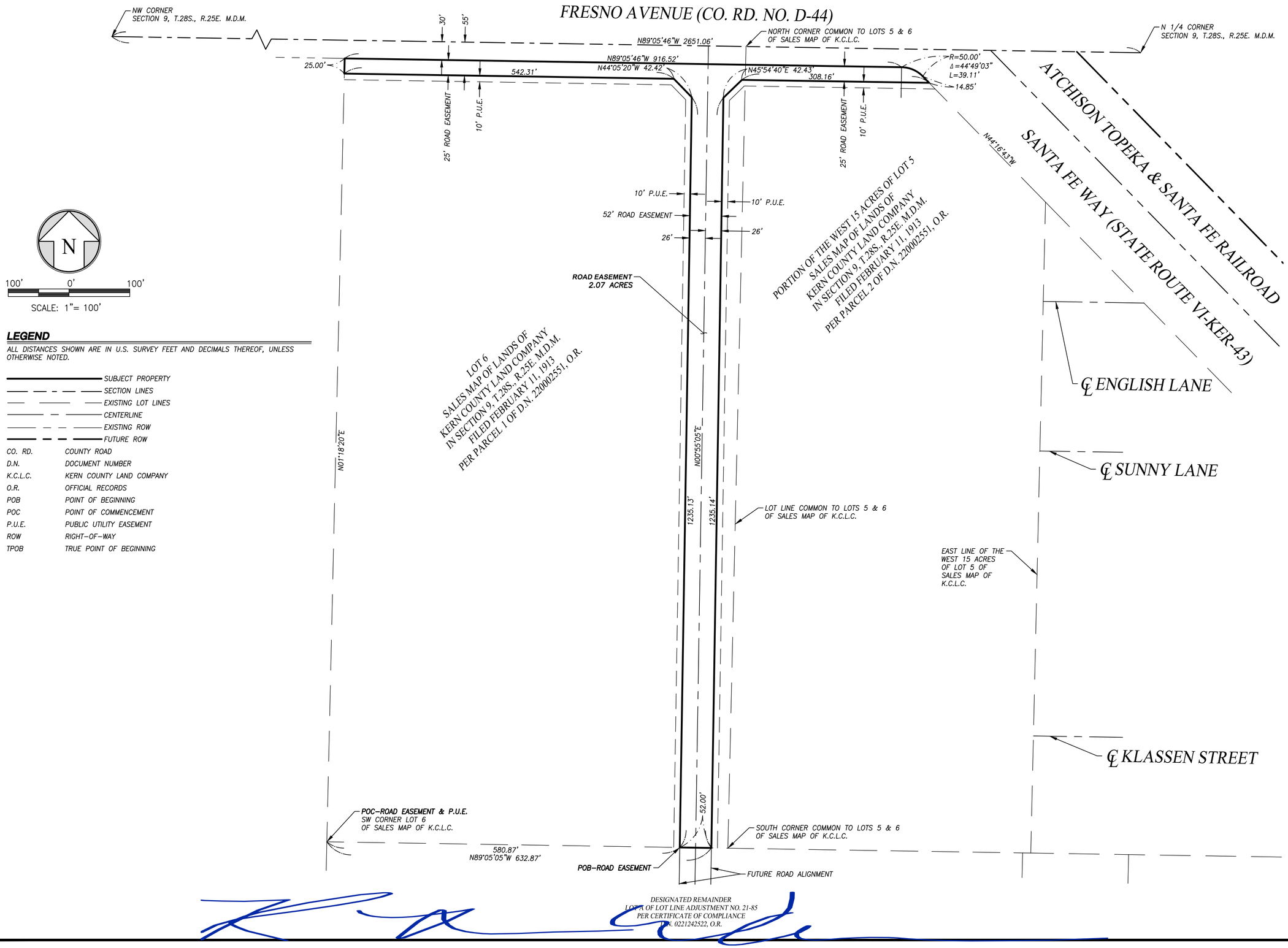
EXHIBIT "B"



LEGEND

ALL DISTANCES SHOWN ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.

- SUBJECT PROPERTY
- SECTION LINES
- EXISTING LOT LINES
- CENTERLINE
- EXISTING ROW
- FUTURE ROW

CO. RD.	COUNTY ROAD
D.N.	DOCUMENT NUMBER
K.C.L.C.	KERN COUNTY LAND COMPANY
O.R.	OFFICIAL RECORDS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
ROW	RIGHT–OF–WAY
TPOB	TRUE POINT OF BEGINNING

PROFESSIONAL LAND SURVEYOR
R. BRANDON WALKER
P.L.S. 8832
12/2/2025
STATE OF CALIFORNIA

SHEET 2 OF 2

RECORDING REQUESTED BY

WHEN RECORDED RETURN TO:

CITY OF SHAFTER
336 Pacific Avenue
Shafter, CA 93263
Attn: City Manager

FREE RECORDING:
This instrument is for the benefit of City of Shafter, and is entitled to be recorded without fee or tax. (Govt. Code 6103, 27383 and Rev. & Tax Code 11922)

Portion of

Above Space for Recorder's Use

GRANT OF EASEMENT

(Public Utilities)

This PUBLIC UTILITY EASEMENT ("Easement") is made and entered into this ___ day of _____, 2026, by and between the City of Shafter, a California municipal corporation ("**Grantor**"), and public utility providers and public agencies authorized to operate within the City of Shafter, and their successors and assigns ("**Grantee**").

RECITALS

WHEREAS, Grantor is the owner in fee of that certain real property located in the City of Shafter, County of Kern, State of California, more particularly described in "**Exhibit A**" attached hereto and incorporated herein by reference ("**Property**"); and

WHEREAS, Grantee desires to obtain, and Grantor desires to grant, a non-exclusive easement for the installation, operation, maintenance, repair, and replacement of public utility infrastructure across said Property; and

WHEREAS, the City retains full ownership of the Property and desires to continue using the Property in a manner consistent with the purposes of the easement granted herein;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, Grantor hereby grants to Grantee as follows:

Grantor hereby grants to Grantee a non-exclusive, perpetual blanket easement over, under, across, and through the Property for the purpose of installing, constructing, operating, inspecting, maintaining, repairing, replacing, upgrading, and removing utility infrastructure and related equipment, including but not limited to facilities for electricity, water, sewer, gas, storm drainage, and telecommunications.

This Grant of Easement shall apply to any and all public utility service providers and public agencies that are duly authorized to provide services within the City of Shafter.

Notwithstanding the foregoing grant, Grantor expressly reserves the right to:

i. Use and occupy the Easement Area for any public or private purpose, provided such use does not unreasonably interfere with the exercise of the rights granted to Grantee herein;

ii. Construct or install improvements, landscaping, and surface features over the Easement Area, provided that such improvements do not unreasonably interfere with Grantee's infrastructure or access needs; and

iii. Require coordination and prior written notice from Grantee before any non-emergency excavation or construction activities occur within the Easement Area.

Nothing in this Easement shall be construed to:

i. Convey any fee interest or exclusive possessory interest in the Property to Grantee;

ii. Authorize Grantee to interfere with any existing or future public improvements installed or permitted by the City of Shafter; and

iii. Permit private utilities or private infrastructure extensions to use the Easement Area unless specifically approved by the City in writing.

Grantee shall indemnify, defend, and hold harmless the Grantor, its officers, employees, contractors, agents, and assigns from and against any and all claims, damages, losses, liabilities, or expenses including reasonable attorney's fees arising out of or relating to the Grantee's use of the Easement Area, except to the extent caused by the active negligence or willful misconduct of the Grantor.

The terms, covenants and conditions of this Grant of Easement shall bind and inure to the benefit of the successors and assigns of Grantee and the successors and assigns of Grantor.

IN WITNESS WHEREOF, GRANTOR has caused to be affixed hereto and this instrument to be executed by its duly authorized officer.

DATED: _____, 2026

GRANTOR:
City of Shafter, a California municipal corporation

_____
Lance Lippincott, City Manager

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

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

STATE OF CALIFORNIA
COUNTY OF KERN

On _____, 2026, 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

- ☐ 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

EXHIBIT "A" TO GRANT OF EASEMENT

LEGAL DESCRIPTION AND DEPICTION OF PUBLIC UTILITY EASEMENT AREA

Real property in the City of Shafter, County of Kern, State of California, described as follows:

[See Attached]

EXHIBIT “A”
LEGAL DESCRIPTION

PUBLIC UTILITY EASEMENT 1

Being a portion of Lot 6 of Sales Map of Lands of Kern County Land Company, in Section 9, Township 28 South, Range 25 East, M.D.M., in the City of Shafter, County of Kern, State of California, shown as Parcels 1 and 2 of Grant Deed recorded January 8, 2020, as Document No. 220002551, O.R. in the office of the Kern County Recorder, more particularly described as follows:

COMMENCING at the Southwest corner of said Lot 6, thence South 89°05’05” East, along the south line of said lot, 570.87 feet to the TRUE POINT OF BEGINNING;

Thence North 00°55’05” East, 1,230.99 feet;
Thence North 44°05’20” West, 34.14 feet;
Thence North 89°05’46” West, 538.24 feet to the west line of said lot;
Thence along said line, North 01°18’20” East, 10.00 feet;
Thence South 89°05’46” East, 542.31 feet;
Thence South 44°05’20” East, 42.42 feet;
Thence South 00°55’05” West, 1,235.13 feet to the south line of said Lot 6;
Thence along said line, North 89°05’05” West, 10.00 feet to the TRUE POINT OF BEGINNING.

Containing 0.42 acres, more or less

PUBLIC UTILITY EASEMENT 2

Being a portion of the West 15 Acres of Lot 5 and a portion of Lot 6 of Sales Map of Lands of Kern County Land Company, in Section 9, Township 28 South, Range 25 East, M.D.M., in the City of Shafter, County of Kern, State of California, shown as Parcels 1 and 2 of Grant Deed recorded January 8, 2020, as Document No. 220002551, O.R. in the office of the Kern County Recorder, more particularly described as follows:

COMMENCING at the Southwest corner of said Lot 6; thence South 89°05’05” East, along the south line of said lot, 632.87 feet;

Thence North 00°55’05” East, 1,235.14 feet;
Thence North 45°54’40” East, 42.43 feet;
Thence South 89°05’46” East, 308.16 feet to the west right-of-way of Sante Fe Way (State Route VI-KER-43);
Thence South 44°16’43” East, 14.19 feet;
Thence North 89°05’46” West, 314.08 feet;
Thence South 45°54’40” West, 34.15 feet;
Thence South 00°55’05” West, 1,231.00 feet to the south line of said Lot 6;
Thence along said line, North 89°05’05” West, 10.00 feet to the TRUE POINT OF BEGINNING.

Containing 0.36 acres, more or less

12/2/2025

R. Brandon Walker, P.L.S. 8832

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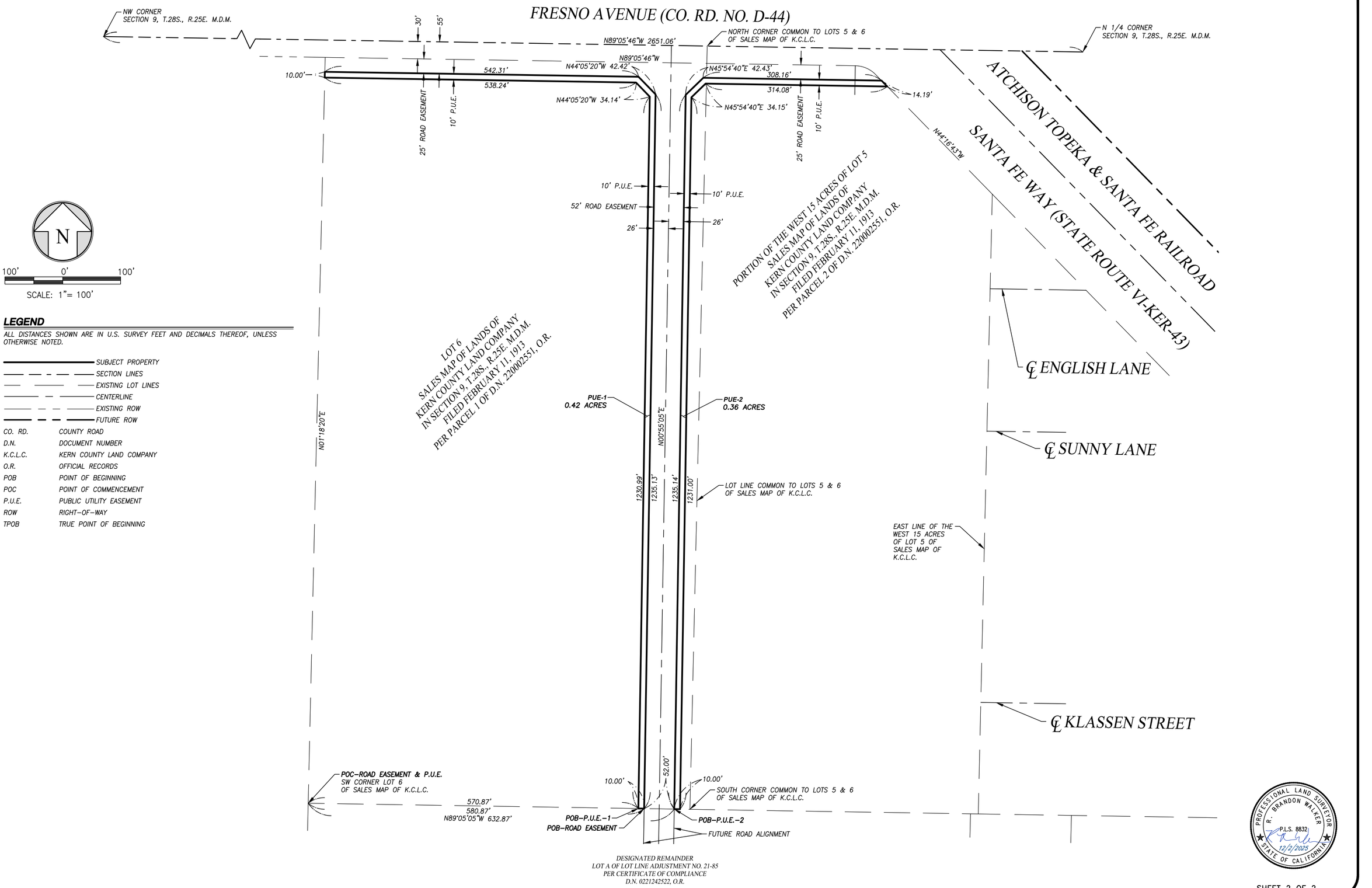
EXHIBIT "B"



N

100' 0' 100'

SCALE: 1"= 100'

LEGEND

ALL DISTANCES SHOWN ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.

- SUBJECT PROPERTY
- SECTION LINES
- EXISTING LOT LINES
- CENTERLINE
- EXISTING ROW
- FUTURE ROW

CO. RD.	COUNTY ROAD
D.N.	DOCUMENT NUMBER
K.C.L.C.	KERN COUNTY LAND COMPANY
O.R.	OFFICIAL RECORDS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
ROW	RIGHT–OF–WAY
TPOB	TRUE POINT OF BEGINNING

DESIGNATED REMAINDER
LOT A OF LOT LINE ADJUSTMENT NO. 21-85
PER CERTIFICATE OF COMPLIANCE
D.N. 0221242522, O.R.

PROFESSIONAL LAND SURVEYOR
R. BRANDON WALKER
P.L.S. 8832
12/2/2025
STATE OF CALIFORNIA

SHEET 2 OF 2

CITY OF SHAFTER
CITY COUNCIL REPORT

MEETING DATE: March 3, 2026

DEPARTMENT: Giovanni Perez, Economic Development Coordinator

SUBJECT: PARKING LOT LEASE AMENDMENT NO.1 - 217 and 219 CENTRAL AVENUE

RECOMMENDATION

Council find the action is not defined as a “project” per Section 15378(b)(4) of the CEQA Guidelines; approve the Lease Amendment No. 1 Agreement (“Lease Amendment No 1”) for the continued parking lot lease located at 217 and 219 Central Avenue; approve a fiscal year 2025-26 budget adjustment from the General Fund for $1,000, and authorize City Manager or City Manager’s designee to execute all documents necessary to complete the transaction.

BACKGROUND

Since 2020, the City was leasing a parking lot located at 217 and 219 Central Aveneue, otherwise referred to as APN 027-160-07. The original Lease Agreement was dated August 31, 2020. The Lease expired by its terms on August 30, 2025. Since that time, the City has continued using the parking lot for public parking use on a month-to-month basis. The parties have agreed to formalize a five-year lease extension through the attached Lease Amendment No. 1.

Summary of Key Term Changes

Lease Amendment No. 1 provides the following updates:
- Extension Commencement Date: September 1, 2025
- Term: Five (5) years, ending August 31, 2030
- Monthly lease payment: increased form $200 to $300.
- Annual Adjustment: CPI-based increase applied each year on the anniversary of September 1
- Signage Provision Update: Prior signage removed and replaced to allow the City, in its sole discretion, to provide and install public parking signage consistent with applicable laws

Upon expiration of the Extension Term, the Lease will automatically convert to a month-to-month tenancy for up to twelve (12) months unless otherwise terminated or modified in writing.

Retroactive Payment

Because the Extension Commencement Date is September 1, 2025, and the amendment is being considered after six months of occupancy at the increased rate,

the City will owe retroactive lease payments for the period between September 2025 and February 2026. Increase per month by $100 from the $300 new rate and the $200 previous rate. $100 x 6 months = $600 retroactive payment.

The City Manager has approved the issuance of this retroactive payment pending Council approval of the budget adjustment.

FISCAL IMPACT

Staff requests a budget adjustment of $1,000 through the General Fund for the Fiscal Year 2025-2026 to fully cover the retroactive payment of $600 and ensure sufficient appropriation for the increased lease rate through fiscal year-end.

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 lease instructions for the continued lease of privately-owned property 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 physical impact on the environment and not subject to CEQA.

APPROVED BY THE CITY ATTORNEY

No

ATTACHMENTS

1. 217-219 Central Ave Parking Lot Lease Amendment No 1_landlordsigned

LEASE AMENDMENT NO. 1

PREMISES:	217 and 219 Central Avenue Shafter, California
LANDLORD:	RODNEY A. BECKER AND CAROLYN M. BECKER, as husband and wife
TENANT:	THE CITY OF SHAFTER, a California municipal corporation and charter city
LEASE DATE:	August 31, 2020

This Lease Amendment No. 1 ("**Amendment**"), is dated, for reference purposes only, as of September 1, 2025, and is entered into by and between RODNEY A. BECKER and CAROLYN M. BECKER, as husband and wife ("**Landlord**") and CITY OF SHAFTER, a California municipal corporation and charter city ("**Tenant**"). Landlord and Tenant may be referred to herein as a "**Party**" and collectively as "**Parties**."

NOW, THEREFORE, in consideration of the foregoing and of their mutual covenants contained herein, the Parties hereby agree as follows:

1. Background. Landlord and Tenant entered into that certain Lease Agreement for Public Parking (the "**Lease**"), for certain premises described therein and referred to as 217 and 219 Central Avenue in the City of Shafter, commonly referred by the Kern County Recorder's Office as Assessor Parcel Number 027-160-07-00, described as lots 19, 20, 21, 22, 23 of Shafter Townsite, Block 15 (the "**Premises**"). The Lease expired by its terms on August 30, 2025, and Tenant has continued to occupy the Premises with the consent of Landlord, on a month-to-month basis. Landlord and Tenant desire to amend the Lease to provide for a renewal and extension of the Term and to amend certain terms as set forth below.

2. Term; Expiration. The Term of the Lease is hereby extended for an additional five (5) years ("**Extension Term**") commencing on September 1, 2025 ("**Extension Commencement Date**") and terminating on August 31, 2030. Upon expiration of the Extension Term, the Lease shall automatically renew on a month-to-month basis for a maximum of twelve (12) months unless terminated earlier, or modified otherwise, through written agreement signed by the Parties.

3. Lease Payment. Effective as of the Extension Commencement Date, the monthly Lease Payment for the Premises shall be Three Hundred Dollars ($300.00) per month. If the Extension Commencement Date occurs on any day other than the first day of a calendar month, the Lease Payment for the partial month shall be prorated on a daily basis (using a 30-day month for calculation). Beginning on the first anniversary of the Extension Commencement Date and continuing on each subsequent anniversary thereafter, the Lease Payment shall be adjusted annually based on any change in the Consumer Price Index – West Region ("**CPI**") as determined by the U.S. Bureau of Labor Statistics for all Urban Consumers over the previous year. Landlord shall calculate and provide written notice to Tenant of the adjusted rent amount no later than thirty

(30) days prior to the effective date of each annual adjustment. If Landlord fails to provide such notice on a timely basis, the prior rent shall remain payable until thirty (30) days after such notice is delivered, at which time the new adjusted rent shall commence (retroactive adjustments shall not apply).

4. Signage. Section 4.4 of the Lease is hereby deleted in its entirety and replaced with the following language:

> Tenant, in its sole discretion, may provide and install public parking signage on the Premises that is consistent with all applicable local laws, rules and regulations.

5. Entire Agreement. This Amendment and the Lease represent the final and entire agreement between Landlord and Tenant regarding the subject matter hereof and may not be contradicted by evidence of prior, subsequent, or contemporaneous communications or agreements of the Parties. In the event of a conflict between the terms of the Lease and this Amendment, the terms of this Amendment shall control and prevail.

6. Ratification; Miscellaneous. Except as modified by this Amendment, in all other respects the Lease is hereby ratified and affirmed and remains in full force and effect. This Amendment may be executed in one or more counterparts.

[*signatures on following page*]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment effective as of the last date written below.

LANDLORD	**TENANT** **CITY OF SHAFTER,** a California municipal corporation
Rodney A. Becker	Lance Lippincott, City Manager
	ATTEST:
Carolyn M. Becker	, City Clerk

CITY OF SHAFTER
CITY COUNCIL REPORT

MEETING DATE: March 3, 2026

DEPARTMENT: Alan Cazares, Associate Planner

SUBJECT: TENTATIVE TRACT MAP NO. 7523 APPROVAL

RECOMMENDATION

Council find the action has already been analyzed per the California Environmental Quality Act; adopt Resolution No. 3063, a Resolution of the City Council of the City of Shafter approving Tentative Tract Map No. 7523, as depicted in Exhibit "A" with conditions of approval as shown in Exhibit "B".

BACKGROUND

KSI Engineering, on behalf of the property owner, The Marketplace Ranch LLC, is requesting approval of a tentative tract map to subdivide approximately 10.96 gross acres into 11 total lots. This is the first commercial tract application that the city has received in recent years. The project is zoned General Commercial (GC), and the General Plan land use designation is Commercial-Professional Offices (CPO). The proposed subdivision is generally consistent with the minimum development standards of the City of Shafter Zoning Ordinance.

The project site is located along the west side of Central Valley Highway, between E Euclid Avenue and E Ash Avenue. The project site as it exists is vacant flat land with no plants, cultural, historical, or scenic aspects. There are no existing structures located on the site. There is a church located to the north of the property. To the east of the property, there is vacant land and the proposed High Speed Rail alignment. To the south of the property, there are residential homes. To the west of the property, there is a youth center, a head start program, and the skate park.

PROJECT ANALYSIS

Formerly, the Planning Commission, on November 11, 2025, approved Conditional Use Permit No. 24-151 to allow for the development of the Shafter Commercial Shopping Center on this 10.96-acre site. The CUP project consists an anchor grocery store (27,000 square feet); four in-line retail store fronts (total of 32,880 sf); a convenience store (8,030 sf) with a fuel station (3,690 sf); two drive-thru restaurants (total of 7,500 sf); an office building (6,300 sf); and associated parking (346 total spaces), internal roads, ingress/egress, and landscaping to be built in multiple phases. A site plan of the shopping center was presented to the Commission as part of that review and public hearing process. The development of this site will be in accordance with the approved

plans associated with CUP 24-151.

The owner informed Staff of their intent to subdivide the site for commercial leases. Under this method, Ranch Marketplace LLC would maintain ownership, while providing shared easements and maintenance agreements for all the proposed lots pertaining to shared legal access, drainage, utilities, parking, landscaping, etc. The proposed subdivision will be governed by City-approved CC&Rs to ensure long-term compliance with development standards. This legal instrument will bind the owner and all future tenants to a collective maintenance agreement for common areas and facilities, preventing any future lapse in site-wide code enforcement. The requirement for CC&Rs within the conditions of approval was triggered by Title 16 (Subdivision Ordinance) Section 8.190 which requires approved vehicular access to each lot of a subdivision, which the design of Tract 7523 lacked.

This tentative tract map proposes a commercial subdivision consistent with Condition #20 of the approved Conditional Use Permit No. 24-151. Condition #20 states, “The Developer shall obtain City approval of a proposed Tract Map and associated Covenants, Conditions, & Restrictions (CC&Rs) for the Tract Map and shall record a Final Tract Map and CC&Rs with the Kern County Assessor- Recorder' s Office, prior to issuance of any Certificate of Occupancy. Additional rights of way easements or dedications necessary for street and/or public utility improvements shall be granted to the City of Shafter, prior to or concurrently with said Final Map recordation."

As part of the tract development and construction, Central Valley Highway will receive new paving, a 10-ft-wide sidewalk, curb, and gutter along the property frontage. E Ash Avenue will be widened 4 feet north for a full width of 72-feet, and improvements include 12.5-feet of additional paving, a 5-foot sidewalk, and curb & gutter along the southern project limits. The parcel frontage along E Euclid Ave will also receive a 5-foot sidewalk, curb and gutter.

To the best of Staff’s combined knowledge, the proposed project satisfies the applicable ordinances and regulations at this stage of the development process. Moreover, staff have compiled a list of conditions of approval that reflect additional necessary requirements and rules that the project proponent will have to satisfy and comply with in the ongoing development of this property. Of particular interest is the preparation and recordation of Covenants, Conditions and Restrictions (CC&Rs) to ensure compliance with City standards related to parking, landscaping, lighting, legal access, maintenance, drainage, etc. More thorough analysis and project review will occur at future steps of the permitting and construction phases.

MINERAL RIGHTS

The applicant has identified four mineral rights holders within the area proposed for subdivision. As required by state law, the mineral rights holders are identified on the tentative tract map and were sent a notice for the public hearing. Rights to surface entry have been waived by all parties.

PUBLIC COMMENTS

Affected public agencies and service providers were given an opportunity to review the map, provide comments, and propose conditions of approval prior to the Planning Commission hearing. As required by law, public notice was also provided to any parties within 300 feet of the project boundaries, and a public hearing notice was published in the Shafter Press within the required timeline. To date, no public comments on the project have been received.

PLANNING COMMISSION

At the February 10th Planning Commission regular meeting, the Shafter Planning Commission held a duly-noticed public hearing for this item. The Commission unanimously voted in favor of adopting Resolution No. 26-478 to recommend approval of the tentative tract map to the City Council.

UTILITIES

Water service will be provided by the City of Shafter. Sewer service will be provided by the City of Shafter. PG&E will be the provider for gas and electricity.

FINDINGS

No tentative map shall be approved unless the public hearing body makes all the following findings, pursuant to Title 16 (Shafter Subdivision Ordinance) Section 4.70 and applicable State law.

1. The City Council finds that Tentative Tract No. 7523, together with the provisions for its design and improvement, is consistent with the Shafter General Plan and the Shafter Zoning Ordinance, including compatibility with the objectives, policies, general land uses and programs specified in the General Plan.
2. The City Council finds that the design of the subdivision provides, to the extent feasible, for future passive or natural heating or cooling opportunities in the subdivision.
3. The City Council finds that the site is physically suitable for the proposed type and density of development.
4. The City Council finds that the design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantially injure fish or wildlife or their habitat.
5. The City Council finds that the design of the proposed subdivision and the type of improvements proposed are not likely to cause serious public health or safety problems.
6. The City Council finds that the design of the proposed subdivision and the type of proposed improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision or with public access to public resources as defined and regulated by Section 66478.1 et seq. of the Government Code.

7. The City Council finds the proposed subdivision is in substantial conformity with the Subdivision Map Act, and with Title 16 (Subdivision Ordinance) of the Shafter Municipal Code. The proposed lots are in substantial conformance with the provisions of City Ordinances, and all lots will have adequate access to public streets, water lines, fire hydrants, drainage facilities, and utilities, subject to the Conditions of Approval.
8. The City Council finds the attached Conditions of Approval are deemed necessary for the safety and welfare of the community.

FISCAL IMPACT

There is no fiscal impact directly resulting from the approval of the tentative tract map. Indirectly, the approval may expedite the development of the commercial shopping center project. Development of projects typically result in increased one-time building-related revenues and annual property tax revenues.

CEQA ANALYSIS

The proposed tentative tract map facilitates a commercial subdivision as required by Condition of Approval #20 of Conditional Use Permit (CUP) No. 24-151. A Mitigated Negative Declaration (MND) (SCH No. 2025100501) was previously adopted for the CUP in compliance with CEQA. Compliance with the mitigation measures in the MND, local ordinances, state laws, and construction to the standards of the California Building Codes and Shafter's Engineering Design Manual would reduce any impacts to a less-than-significant level. Because this tract map falls within the scope of the previously analyzed project, the prior MND is sufficient, and no further environmental review is required.

APPROVED BY THE CITY ATTORNEY

Not Applicable

ATTACHMENTS

1. Vicinity Map
2. Resolution No. 3063
3. Exhibit "A" of Resolution No. 3063
4. Exhibit "B" of Resolution No. 3063

Exhibit 1: Vicinity Map

City Limits

Site Location

0 125 250 500 US Feet

N

This map and the data contained within it was generated by the City of Shafter. Please consult the City of Shafter Planning Department with any questions, concerns, or potential inaccuracies that may be associated with this document.

Credits: Esri, HERE, City of Shafter, Nearmap Inc. - Aerial Imagery as of February 2024

RESOLUTION NO. 3063

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHAFTER APPROVING TENTATIVE TRACT NO. 7523, AS DEPICTED IN EXHIBIT "A", WITH CONDITIONS OF APPROVAL AS SHOWN IN EXHIBIT "B"

WHEREAS, The Ranch Marketplace LLC, 906 Eckmann Street, Shafter, CA 93263, submitted a tentative tract map application to the City of Shafter to subdivide 10.96 acres (gross) into 11 commercial lots; and

WHEREAS, The Ranch Marketplace LLC, 906 Eckmann Street, Shafter, CA 93263, is requesting approval of Tentative Tract No. 7523 on that certain property in the City of Shafter as shown in Exhibit "A"; and

WHEREAS, the Planning Commission did, on Tuesday, February 10, 2026, approve Resolution No. 26-478; a resolution of the Planning Commission of the City of Shafter recommending that the City Council approve Tentative Tract No. 7523 with conditions of approval; and

WHEREAS, the City Council, through its Secretary, did set Tuesday, March 03, 2026 at 6:00 PM as the time and place for a public hearing before said City Council on said proposal, and notice of the public hearing was given in the manner provided in Title 16 of the Shafter Municipal Code; and

WHEREAS, the project is within the scope of the Mitigated Negative Declaration (MND) that was prepared and approved for the Conditional Use Permit No. 24-151 in 2025 (SCH No. 2025100501) pursuant to Resolution No. 25-473; and

WHEREAS, the certified MND adequately describes the activity of the commercial development proposed in Tentative Tract No. 7523 and is consistent with the Shafter General Plan, and therefore, no further environmental review is required; and

WHEREAS, the facts presented in the staff report and evidence at the above referenced public hearing support the findings contained in this resolution; and

WHEREAS, at said public hearing held on March 03, 2026, the proposed tentative tract map was duly heard and considered, and the City Council found as follows:

1. All required public notices have been given. Hearing notices regarding the proposed project were mailed to property owners within 300 feet of the project area, the mineral rights owner, and published in a local newspaper of general circulation at least 10 days prior to the hearing.

2. The City Council finds that Tentative Tract No. 7523, together with the provisions for its design and improvement, is consistent with the Shafter General Plan and the Shafter Zoning Ordinance, including compatibility with the objectives, policies, general land uses and programs specified in the General Plan.

EXHIBIT 2

3. The City Council finds that the design of the subdivision provides, to the extent feasible, for future passive or natural heating or cooling opportunities in the subdivision.

4. The City Council finds that the site is physically suitable for the proposed type and density of development.

5. The City Council finds that the design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantially injure fish or wildlife or their habitat.

6. The City Council finds that the design of the proposed subdivision and the type of improvements proposed are not likely to cause serious public health or safety problems.

7. The City Council finds that the design of the proposed subdivision and the type of proposed improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision or with public access to public resources as defined and regulated by Section 66478.1 et seq. of the Government Code.

8. The City Council finds the proposed subdivision is in substantial conformity with the Subdivision Map Act, and with Title 16 (Subdivision Ordinance) of the Shafter Municipal Code. The proposed lots are in substantial conformance with the provisions of City Ordinances, and all lots will have adequate access to public streets, water lines, fire hydrants, drainage facilities, and utilities, subject to the Conditions of Approval.

9. The City Council finds the attached Conditions of Approval are deemed necessary for the safety and welfare of the community.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Shafter, in a regular meeting on the 3rd day of March 2026, hereby approves Tentative Tract Map No. 7523, as described above and shown in Exhibit "A", with conditions of approval as provided in Exhibit "B".

PASSED AND ADOPTED THIS 3rd DAY OF MARCH, 2026.

_____
Chad Givens, Mayor

ATTEST

_____
Yazmina Pallares, City Clerk

APPROVED AS TO FORM

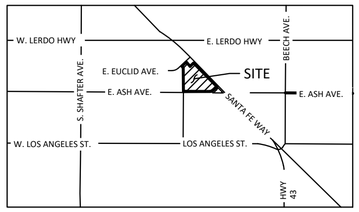
_____
Marco A. Martinez, City Attorney

EXHIBIT A

TENTATIVE TRACT MAP NO. 7523

BEING A SUBDIVISION OF PARCEL "B" OF PARCEL MAP WAIVER NO. 85-1, AS EVIDENCED BY A CERTIFICATE OF COMPLIANCE RECORDED JUNE 7, 1985 IN BOOK 5767, PAGE 708 OF OFFICIAL RECORDS, EXCEPTING THEREFROM THAT PORTION OF SAID LAND DEEDED TO THE SHAFTER COMMUNITY DEVELOPMENT AGENCY BY DOCUMENT RECORDED MARCH 7, 2001 AS DOCUMENT NO. 0201029688 OF OFFICIALS RECORDS; ALSO BEING A PORTION OF LOTS 4 & 5 IN SECTION 15, TOWNSHIP 28 SOUTH, RANGE 25 EAST, M.D.M., IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA, AS "PER SALES MAP OF LANDS OF KERN COUNTY LAND COMPANY FILED FEBRUARY 11, 1913 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

BEING A SUBDIVISION OF 10.96 GROSS ACRES INTO ELEVEN (11) LOTS



VICINITY MAP
NTS

PROPERTY OWNER:

THE RANCH MARKETPLACE, LLC
906 ECKMANN STREET
SHAFTER, CA 93263
CARLOS@APPLESUPERMARKETS.COM
(661) 446-4297

MINERAL RIGHTS OWNERS:

- WALTER CLAPP
- SCOTT D. ROSSI AND CHERYL A. ROSSI
- JAIME QUINONEZ AND GUADALUPE QUINONEZ
- RANDALL GENE FIDLER AND ELIZABETH ANN FIDLER AS CO-TRUSTEES OF THE FIDLER FAMILY TRUST DATED JANUARY 24, 2018

RIGHTS TO SURFACE ENTRY HAVE BEEN WAIVED

DEVELOPER:

CARLOS OBAID
906 ECKMANN STREET
SHAFTER, CA 93263
CARLOS@APPLESUPERMARKETS.COM
(661) 446-4297

LEGAL DESCRIPTION:

PARCEL "B" OF PARCEL MAP WAIVER NO. 85-1, AS EVIDENCED BY A CERTIFICATE OF COMPLIANCE RECORDED JUNE 7, 1985 IN BOOK 5767, PAGE 708 OF OFFICIAL RECORDS, BEING A PORTION OF LOTS 4 AND 5 IN SECTION 15, TOWNSHIP 28 SOUTH, RANGE 25 EAST, M.D.M., IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA, AS PER "SALES MAP OF LANDS OF KERN COUNTY LAND COMPANY FILED FEBRUARY 11, 1913 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHWESTERLY OF THE EXISTING STATE HIGHWAY AS DESCRIBED IN DEED RECORDED APRIL 3, 1936 IN BOOK 636, PAGE 52 OFFICIAL RECORDS, AND SOUTHEASTERLY OF THE SOUTHERLY LINE OF EUCLID AVENUE, AS DEEDED TO THE CITY OF SHAFTER, IN DEED RECORDED MARCH 9, 1949 IN BOOK 1523, PAGE 329, OF OFFICIAL RECORDS, THE LEGAL OF WHICH IS HEREBY INCORPORATED BY REFERENCE HERETO AS THOUGH FULLY SET FORTH HEREIN.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND DEEDED TO THE SHAFTER COMMUNITY DEVELOPMENT AGENCY BY DOCUMENT RECORDED MARCH 7, 2001 AS DOCUMENT NO. 0201029688 OF OFFICIAL RECORDS.

ALSO, EXCEPTING THEREFROM ALL REMAINING OIL, GAS, MINERALS, AND OTHER HYDROCARBONS SUBSTANCES WITHIN OR UNDERLYING SAID LAND OR THAT MAY BE PRODUCED AND SAVED THEREFROM, PROVIDED, AND ASSIGNS, FROM EXTRACTING OR CAPTURING SAID OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES FROM THE LAND BEING DRILLED ON ADJACENT OR NEIGHBORING LANDS, AND/OR FROM CONDUCTING SUBSURFACE DRILLING OPERA, HOWEVER, THE GRANTORS AND THEIR SUCCESSORS AND ASSIGNS, SHALL NOT CONDUCT ANY DRILLING OR OTHER OPERATIONS UPON THE SURFACE OF SAID LAND, BUT NOTHING CONTAINED IN THIS RESERVATION SHALL IN ANY WAY BE CONSTRUED TO PREVENT, HINDER OR DELAY DRILLING OPERATIONS UNDER SAID LANDS BY HORIZONTAL, DIRECTIONAL OR SLANT DRILLING FROM ADJACENT OR OTHER LANDS BELOW A DEPTH OF FIVE HUNDRED FEET (500') OR MORE BELOW THE SURFACE THEREOF, AS RESERVED BY, WALTER CLAPP, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY AND SCOTT D. ROSSI AND CHERYL A. ROSSI, HUSBAND AND WIFE AS JOINT TENANTS AND JAIME QUINONEZ AND GUADALUPE QUINONEZ, HUSBAND AND WIFE AS JOINT TENANTS AND RANDALL GENE FIDLER AND ELIZABETH ANN FIDLER, AS COTRUSTEES OF THE FIDLER FAMILY TRUST DATED JANUARY 24, 2018, IN GRANT DEED RECORDED DECEMBER 28, 2021 AS DOCUMENT NO. 221241746, OF OFFICIAL RECORDS.

GENERAL INFORMATION:

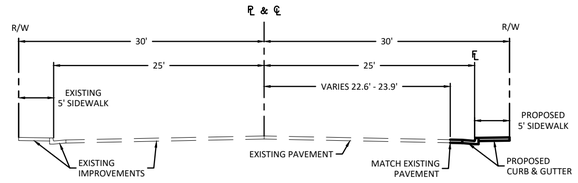
1. APN: 028-180-46
2. CURRENT LAND USE: VACANT LAND
3. PROPOSED LAND USE: SHOPPING CENTER
4. CURRENT ZONING: GENERAL COMMERCIAL
5. PROPOSED ZONING: GENERAL COMMERCIAL
6. CURRENT GENERAL PLAN DESIGNATION: COMMERCIAL/PROFESSIONAL OFFICE
7. PROPOSED GENERAL PLAN DESIGNATION: COMMERCIAL/PROFESSIONAL OFFICE
8. THIS WILL BE A PHASED SUBDIVISION
9. GROSS ACREAGE: 10.96 ACRES
10. NET ACREAGE: 9.73 ACRES
11. BUILDABLE LOTS: 11
12. FIRE PROTECTION: KERN COUNTY FIRE DEPARTMENT

PUBLIC UTILITY INFORMATION:

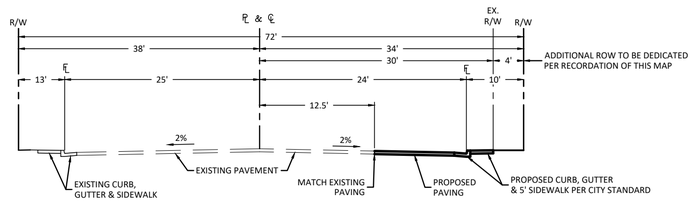
SEWER: CITY OF SHAFTER
WATER: CITY OF SHAFTER
ELECTRIC: PG&E
GAS: PG&E

FLOODPLAIN DESIGNATION:

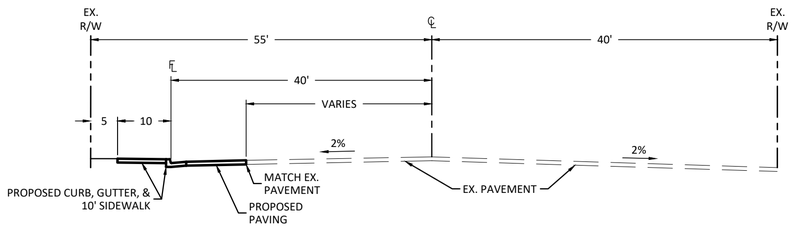
ZONE	GENERAL COMMERCIAL
FEMA MAP NUMBER:	06029C1775E
EFFECTIVE DATE:	SEPTEMBER 26, 2008



E. EUCLID AVENUE
LOOKING NORTHEAST NOT TO SCALE



E. ASH AVE
LOOKING WEST NOT TO SCALE



HWY. 43
LOOKING NORTH WEST NOT TO SCALE

EASEMENTS PER TITLE REPORT FTKE-TO25000081 PROVIDED BY CHICAGO TITLE INSURANCE COMPANY, DATED OCTOBER 8, 2025:

1. STREET & PUBLIC UTILITY EASEMENT IN FAVOR OF THE CITY OF SHAFTER PER DOCUMENT RECORDED FEBRUARY 21, 2007 AS DOCUMENT NO. 0207040834 OF OFFICIAL RECORDS

2. AN OIL AND GAS LEASE FOR THE TERM THEREIN PROVIDED WITH CERTAIN COVENANTS , CONDITIONS PROVISIONS, TOGETHER WITH EASEMENTS AS SET FORTH IN DOCUMENT RECORDED MAY 26, 2011 AS DOCUMENT NO. 0211068990 AND JUNE 10, 2011 AS DOCUMENT NOS. 0211075599, 0211075600 AND 0211075601, ALL OF OFFICIAL RECORDS (BLANKET IN NATURE; NOTHING TO PLOT)

3. PUBLIC UTILITY EASEMENT IN FAVOR OF THE CITY OF SHAFTER PER DOCUMENT RECORDED AUGUST 22, 2014 AS DOCUMENT NO. 02140102511 OF OFFICIAL RECORDS

4. A DEED OF TRUST TO SECURE AN INDEBTEDNESS IN THE AMOUNT SHOWN BELOW:

AMOUNT:	$1,000,000.00
DATED:	NOVEMBER 11, 2021
TRUSTOR/GRANTOR	24K BROS LLC, A WYOMING LIMITED LIABILITY COMPANY
TRUSTEE:	TICOR TITLE COMPANY A CALIFORNIA CORPORATION
BENEFICIARY:	WALTER CLAPP, A MARRIED MAN AS HIS SOLE SEPARATE PROPERTY , AS TO AN UNDIVIDED 14% INTEREST AND SCOTT D. ROSSI AND CHERYL A. ROSSI, HUSBAND AND WIFE AS JOINT TENANTS, AS TO AN UNDIVIDED 29% INTEREST AND JAIME QUINONEZ AND GUADALUPE QUINONEZ, HUSBAND AND WIFE AS JOINT TENANTS, AS TO AN UNDIVIDED 36% INTEREST AND RANDALL GENE FIDLER AND ELIZABETH ANN FIDLER, AS CO-TRUSTEES OF THE FIDLER FAMILY TRUST DATED JANUARY 24, 2018, AS TO AN UNDIVIDED 21% INTEREST
LOAN NO.:	NONE SHOWN
RECORDING DATE:	DECEMBER 28, 2021
RECORDING NO.:	221241747, OF OFFICIAL RECORDS

A PARTIAL ASSIGNMENT OF THE BENEFICIAL INTEREST UNDER SAID TRUST DEED

FROM:	JAIME QUINONEZ AND GUADALUPE QUINONEZ, HUSBAND AND WIFE AS JOINT TENANTS
TO:	JAIME QUINONEZ AND GUADALUPE G. QUINONEZ, AS CO-TRUSTEES OF THE JAIME AND LUPE QUINONEZ FAMILY TRUST, U/A DATED JUNE 12, 2025
RECORDING DATE:	JUNE 18, 2025
RECORDING NO.:	225069288, OF OFFICIAL RECORDS
AS TO:	UNDIVIDED 36% INTEREST

(NOTHING TO PLOT)

5. PIPELINE EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY PER DOCUMENT RECORDED SEPTEMBER 25, 2025 AS DOCUMENT NO. 225114073 OF OFFICIAL RECORDS (PIPELINE HAS NOT BEEN INSTALLED; NOT PLOTTABLE FROM RECORD INFORMATION)

BASIS OF BEARINGS:

THE BEARING OF SOUTH 01°24'18" WEST FOR THE WEST LINE OF LOT 4 OF "SALES MAP OF LANDS OF KERN COUNTY LAND COMPANY" IN SECTION 15, TOWNSHIP 28 SOUTH, RANGE 25 EAST, M.D.B.&M. WAS USED AS THE BASIS OF BEARINGS AS SHOWN HEREON.

SURVEYOR'S NOTES:

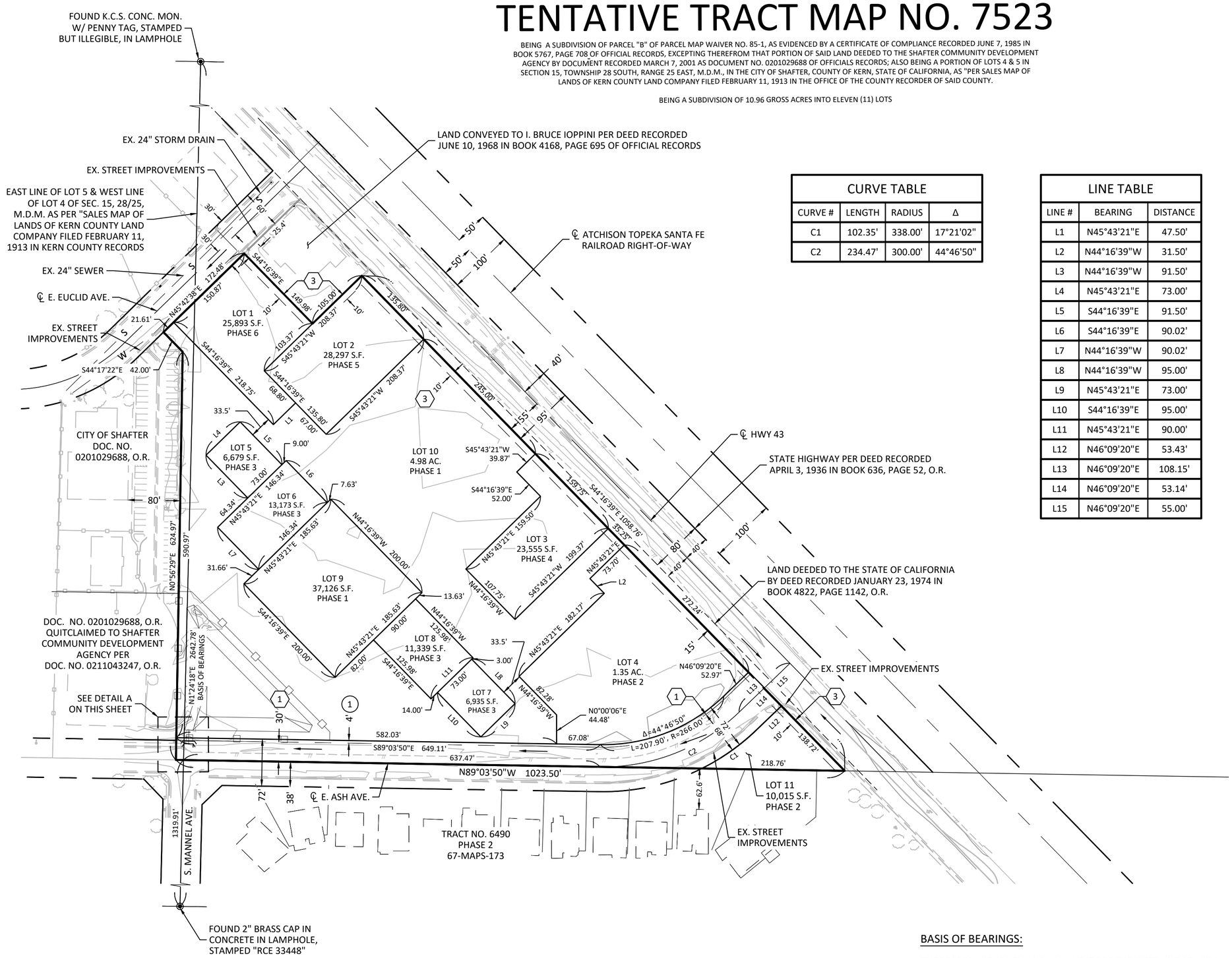
1. THE DISTINCTIVE BOUNDARY (▬▬) INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.
2. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
3. CC&Rs AND COVENANT OF EASEMENT WILL BE ESTABLISHED TO ADDRESS SHARED ACCESS, PARKING, MAINTENANCE, UTILITIES & DRAINAGE PER SEPARATE DOCUMENT; TO BE RECORDED PRIOR TO RECORDATION OF FINAL MAP.
4. THIS MAP WILL BE PHASED. PHASING TO BE DETERMINED. APPROXIMATE PHASING SHOWN HEREON SUBJECT TO CHANGE.

11-25-2025

TENTATIVE TRACT MAP NO. 7523

BEING A SUBDIVISION OF PARCEL "B" OF PARCEL MAP WAIVER NO. 85-1, AS EVIDENCED BY A CERTIFICATE OF COMPLIANCE RECORDED JUNE 7, 1985 IN BOOK 5767, PAGE 708 OF OFFICIAL RECORDS, EXCEPTING THEREFROM THAT PORTION OF SAID LAND DEEDED TO THE SHAFTER COMMUNITY DEVELOPMENT AGENCY BY DOCUMENT RECORDED MARCH 7, 2001 AS DOCUMENT NO. 0201029688 OF OFFICIALS RECORDS; ALSO BEING A PORTION OF LOTS 4 & 5 IN SECTION 15, TOWNSHIP 28 SOUTH, RANGE 25 EAST, M.D.M., IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA, AS "PER SALES MAP OF LANDS OF KERN COUNTY LAND COMPANY FILED FEBRUARY 11, 1913 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

BEING A SUBDIVISION OF 10.96 GROSS ACRES INTO ELEVEN (11) LOTS



CURVE TABLE

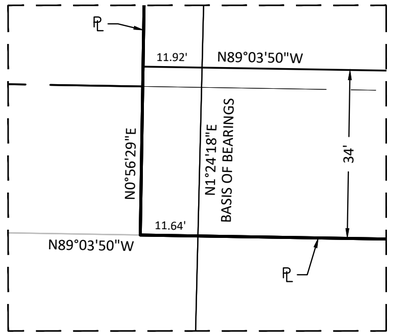
CURVE #	LENGTH	RADIUS	Δ
C1	102.35'	338.00'	17°21'02"
C2	234.47'	300.00'	44°46'50"

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N45°43'21"E	47.50'
L2	N44°16'39"W	31.50'
L3	N44°16'39"W	91.50'
L4	N45°43'21"E	73.00'
L5	S44°16'39"E	91.50'
L6	S44°16'39"E	90.02'
L7	N44°16'39"W	90.02'
L8	N44°16'39"W	95.00'
L9	N45°43'21"E	73.00'
L10	S44°16'39"E	95.00'
L11	N45°43'21"E	90.00'
L12	N46°09'20"E	53.43'
L13	N46°09'20"E	108.15'
L14	N46°09'20"E	53.14'
L15	N46°09'20"E	55.00'

LEGEND:

K.C.S.	KERN COUNTY SURVEYOR
SFNF	SEARCHED FOR NOT FOUND
◉	MONUMENT FOUND AS DESCRIBED HEREON
CF	CALCULATED FROM
I.P.	IRON PIPE
R/W	RIGHT OF WAY
O.R.	OFFICIAL RECORDS
K.C.F.D.	KERN COUNTY FIRE DEPARTMENT
⬡ #	EASEMENT (SEE SHEET 1 FOR MORE INFORMATION)
①	ADDITIONAL IRREVOCABLE OFFER OF DEDICATION PER RECORDATION OF THIS MAP
———	RIGHT OF WAY
———	PROPERTY LINE
— — —	CENTERLINE
—□—□—	BLOCK WALL



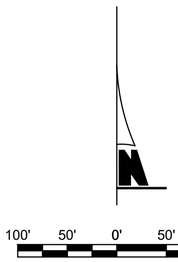
DETAIL A
1"=20'

SURVEYOR'S NOTES:

1. THE DISTINCTIVE BOUNDARY (———) INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.
2. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
3. CC&Rs AND COVENANT OF EASEMENT WILL BE ESTABLISHED TO ADDRESS SHARED ACCESS, PARKING, MAINTENANCE, UTILITIES & DRAINAGE PER SEPARATE DOCUMENT; TO BE RECORDED PRIOR TO RECORDATION OF FINAL MAP.
4. THIS MAP WILL BE PHASED. PHASING TO BE DETERMINED. APPROXIMATE PHASING SHOWN HEREON SUBJECT TO CHANGE.

BASIS OF BEARINGS:

THE BEARING OF SOUTH 01°24'18" WEST FOR THE WEST LINE OF LOT 4 OF "SALES MAP OF LANDS OF KERN COUNTY LAND COMPANY" IN SECTION 15, TOWNSHIP 28 SOUTH, RANGE 25 EAST, M.D.B.&M. WAS USED AS THE BASIS OF BEARINGS AS SHOWN HEREON.



11-25-2025

SHEET 2 OF 2

EXHIBIT 'B'

CONDITIONS OF APPROVAL FOR TENTATIVE TRACT NO. 7523

GENERAL

1. The owner(s), project proponent(s), and/or applicant(s) (hereinafter referred to as "Developer"), solely at their cost and expense, shall defend, indemnify and hold harmless the City of Shafter (hereinafter referred to as "City"), its agents, legislative bodies, officers and employees regarding any legal or administrative action, claim or proceeding concerning approval of Tentative Tract No. 7523 and/or related actions including, without limitation, actions taken or not taken with respect to the California Environmental Quality Act (hereinafter referred to as "CEQA"); or, at its election and in the alternative, shall relinquish such approval. Developer shall assume the defense of the City in any such legal or administrative action, claim or proceeding with legal counsel paid for in the entirety by Developer, but subject to the City's reasonable approvals. Developer shall also reimburse the City, its agents, legislative bodies, officers and employees for any judgments, amounts paid in settlements, court costs and attorneys' fees which the City, its agents, legislative bodies, officers and employees may be required to pay or otherwise pay because of such action, claim, or proceeding. The City may, at its sole discretion, participate at its own expense in the defense of any such action, claim or proceeding, but such participation shall not relieve Developer's obligations under these conditions of approval (hereinafter referred to as "Conditions").

2. The Developer or the Developer's engineer shall submit a list of all contractors and/or subcontractors performing work on this project to the City Finance Department and such contractors and subcontractors shall obtain valid business licenses to do business and/or work in the City of Shafter.

3. The following disclosure shall be given as part of transfer of properties: "All 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."

4. Until all portions of the tentative tract have been developed, all vacant and undeveloped land, not being actively farmed, shall be maintained in a weed-free and clean manner by the Developer. Should said property not be so maintained, the City shall notify the property owner that the property is to be cleaned within thirty (30) days of receipt of said notice. If the property owner does not comply within the required time frame, City may then clear the land and bill the property owner for expenses incurred.

5. Unless a final map is recorded, this tentative tract shall expire twenty-four (24) months from the date of approval by the City Council, unless an extension is granted by the City Council or by state law. If a discretionary extension is requested, the Developer, not less than sixty (60) days prior to the expiration date, shall submit to the City, the applicable processing fees and a completed application requesting an extension of the map approval in accordance with the provisions of the Municipal Code and the Subdivision Map Act. PLEASE NOTE: This will be the only notice given for the above specific expiration date. The applicant is responsible for initiating an extension request.

6. All construction and development shall be in substantial accordance with all City approved submittals by the Developer, the Conditions of Approval of CUP 24-151, the approved Tentative Tract No. 7523, and any approved alterations thereof.

PLANNING

7. The Developer of Tract 7523 shall comply with all the Conditions of Approval of Conditional Use Permit no. 24-151. For more particular information, refer to Shafter Planning Commission Resolution No. 25-473 Exhibit C.

8. Prior to recordation of the Final Tract Map, the Developer shall prepare, execute, and record Covenants, Conditions, and Restrictions (CC&Rs), subject to the review and approval of the City of Shafter. The CC&Rs shall govern the use, operation, shared access, and maintenance of all shared and commonly owned land, improvements, and facilities within the tract, including but not limited to private streets, access drives, parking areas, fire lanes, utilities, drainage facilities, lighting, landscaping, walls, and refuse areas.

   The CC&Rs shall be binding upon the Developer and all successors in interest and shall ensure perpetual legal access, parking availability, and maintenance of all common facilities in a manner consistent with the approved Tentative Tract Map and Conditions of Approval or any approved alterations thereof. Failure to comply with the CC&Rs shall constitute a violation of these Conditions of Approval and shall be subject to enforcement by the City. The CC&Rs shall further include, but not be limited to, the following:

   a. All provisions of the CC&Rs and any associated lease or operating agreements shall be consistent with and subordinate to the approved Tentative Tract Map and conditions of approval herein, the approved Conditional Use Permit No. 24-151, and applicable provisions of the Shafter Municipal Code.
   b. The CC&Rs shall include provisions granting the City the right, but not the obligation, to enforce the terms of the CC&Rs related to access, parking, utilities, drainage, and maintenance where necessary to protect the public health, safety, and welfare. Any amendment to the CC&Rs that affects access, parking, circulation, utilities, drainage, or maintenance responsibilities shall require prior written approval of the City.
   c. The CC&Rs shall ensure that all lots within the tract have legal and unobstructed access to required parking spaces, drive aisles, fire lanes, and loading areas necessary to meet City development standards. Required off-street parking spaces shall not be reduced, reassigned, or restricted through private lease agreements or amendments to the CC&Rs without prior City approval.

d. The CC&Rs shall clearly assign responsibility and adequate provisions for the ongoing maintenance, repair, and replacement of all common areas and shared facilities. In the event the responsible party fails to maintain said common areas, the City may, after reasonable notice, cause the work to be performed and recover all associated costs pursuant to applicable law.
e. The CC&Rs shall include provisions that in the event of destruction, reconstruction on-site shall be in accordance with all local and state codes in effect at the time of such reconstruction.
f. The CC&Rs shall include provisions for dedication of land or establishment of easements for street widening or other public purposes.

9. Prior to initiating any grading or earthmoving within Tract No. 7523, the Developer shall provide the City of Shafter Planning Department with written confirmation from the San Joaquin Valley Air Pollution Control District (SJVAPCD) that the proposed development follows the requirements of the District's Rule 9510.

10. If the Developer proposes to make any changes to the approved tentative map contents, the Developer shall submit a Substantial Conformance application to the Planning Director for review and approval. In such case, the City may request a Change of Conditions to update any affected conditions of approval, as reasonably necessary.

11. The following note shall appear on the final map and all grading and construction plans:

    a. 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 (CalGEM) shall be contacted to inspect and approve any remediation required.

    b. 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.

    c. Building setbacks on lots with existing plugged wells shall satisfy the requirements of the CalGEM. If the recommended setbacks cannot be satisfied, the Developer shall submit, concurrent with the submittal for a building permit for the impacted lot, written confirmation from the CalGEM that the setback provided is acceptable.

12. The Developer of Tract No. 7523 shall comply with all SJVAPCD requirements while grading and developing the site. It is the Developer's responsibility to contact the SJVAPCD to determine with which requirements/rules the Developer must comply.

13. Prior to recordation of any final map for Tract No. 7523, the Developer shall enter into a development agreement with the City of Shafter, in a form and substance reasonably approved and required by the City, which shall provide for payment of park fees, traffic fees, and any other fees deemed necessary by the City.

14. If during development activities, any wells are encountered, the property owner is expected to immediately notify the CalGEM construction site well review engineer in the Inland district office, and file for Division review an amended site plan with well casing diagrams.

BUILDING

15. Prior to issuing a certificate of occupancy for any building, the building address(es) shall be permanently installed and be clearly visible from the street. Addressing scheme shall be requested from and approved by the Shafter Planning Department.

16. The Developer shall obtain a letter from Kern County Fire Department stating Kern County Fire's approval. A copy of this letter shall be provided to the Building Department prior to the recording of a Final Map.

17. Prior to issuance of the first building permit, the Developer shall provide written confirmation to the City from the SJVAPCD confirming that any and all applicable off-site mitigation fees for the subdivision have been paid in full.

18. No final inspection or issuance of a certificate of occupancy shall be approved for any lot/building until all required improvements have been completed by the Developer and accepted by the City.

19. Developer shall pay all development fees and impact fees adopted by the City in effect at the time of issuance of any building permits. The Developer can also elect to pay traffic impact fees at the time of each building permit's issuance.

20. Developer shall comply with the latest California Building Code, California Mechanical Code, California Plumbing Code, California Electrical Code, California Fire Code and all other applicable codes, ordinances, regulations, and development standards in effect at the time of issuance of relative permits.

21. Developer shall comply with all of the City of Shafter Fiber Optic Installation requirements as set forth by the Shafter IT and Telecommunications Department. For compliance with full requirements, contact Deputy IT Director Chris Schultz.

ENGINEERING

22. Developer shall remove and replace any existing public or private improvements that may become damaged during any phase of construction, as required by the City Engineer. The contractor working within the public right-of-way shall obtain an encroachment permit from the City Engineer prior to commencing any such work.

23. Developer shall relocate and/or install all necessary infrastructure to provide utilities to the proposed project.

24. A ten (10) foot-wide public utility easement shall be provided along the street-side property lines as requested by the utility companies and/or the City Engineer. Easements shall be

granted with the final map. Easements must also be shown on site plans during building permit application review.

25. Easements to be given to the City or any other public utility agency for sewer, water, storm drain, electrical, or any other utility or similar purpose shall not cross private property without prior approval of the City Engineer.

26. Any above-ground utility cabinets or facilities to be located within the road right-of-way or public utility easement shall be permitted only upon approval by the City Engineer. Such approval will be made in writing, upon written request of the applicant and/or the affected utility company.

27. Any obstructions including utilities, irrigation lines, etc., shall be removed and/or relocated, if necessary, at the expense of the Developer.

28. No final inspection shall be approved until all required improvements have been completed by the applicant and accepted by the City of Shafter.

29. All new utilities shall be underground service.

30. During construction, vehicular access points shall be covered with decomposed granite, road oil, or some other treatment acceptable to the City Engineer, to prevent generation of dust during periods of vehicular activity and/or windy conditions and tracking of mud and dirt on public roadways.

31. Prior to the issuance of any Certificate of Occupancy for Tract No. 7523, all required improvements shall be completed and accepted by the City of Shafter. Required improvements shall be those improvements necessary to provide adequate City Services to the development as determined by the City Engineer.

32. All improvements shall be complete within one (1) year from the date of filing of the final map for the development unless a time extension is granted by the City Engineer. The timing of improvements shall be subject to approval of the City Engineer.

33. Type and location of centralized mail delivery units shall be determined by the postal service. If the postal service requires special easements for the placement of the delivery units, then said easements shall be shown on the final map.

34. Engineered plans and building permits are required for all block walls greater than 6 feet in height.

35. Developer shall design and install a system of conduits, terminal enclosures, distribution enclosures, splice enclosures, connection points, and hand holes for a fiber optic network to each buildable lot within the development. Design and material specifications are available from the City of Shafter. Plans shall be submitted to and approved by the City of Shafter, prior to recordation of the final map, showing the proposed utility trench and all appurtenant hardware. The design shall include the following minimum specifications:

a. A combination of fiber optic conduits shall minimally include 4" SDR-11 HDPE, 2" SDR-11 HDPE, 1.25" SDR-11 HDPE, and 7-Way bundled HPDE innerduct with attached tracer wire. Fiber optic conduits may be joint-trenched with other utility company pipes and/or conduits.
b. All underground fiber optic conduits, innerduct bundles, etc. shall be factory-labeled "City of Shafter 661-746-8929". Conduits shall be identified by a permanent marking, with the address number of the residence they serve, within the distribution enclosures.
c. All underground fiber optic conduit paths shall have tracer wire. If the conduit does not have an integrated tracer wire, a continuous external #12 AWG solid-conductor tracer wire with high-density polyethylene insulation rated for direct burial shall be installed along with the conduit leaving a minimum 15-feet of slack coiled in the endpoint enclosures.
d. The ends of all fiber optic conduits and innerducts shall be plugged or capped to prevent dirt, debris, or foreign objects from entering.
e. After backfilling, all conduits shall be checked for obstructions, and re-excavated and repaired or replaced as required. All conduits ½-inch or larger shall require polyester cable pulling tape (Muletape) or equivalent installed. Polyester cable pulling tape (Muletape) shall be slack (no tension) and fastened to the plug or cap. Innerducts shall be mandrel tested and are subject to inspection by a City of Shafter representative.
f. A combination of underground utility enclosures shall minimally include 36"W x 60"L x 36"D polymer concrete enclosures with dual torsion covers, 36"W x 36"L x 24-36"D and 24"W x 36"L x 24-36"D High Density Polyethylene (HDPE) enclosures.
g. All underground utility enclosures shall be factory-stamped "City Fiber".

ENGINEERING: GRADING & DRAINAGE

36. Prior to review of any required improvement plans, both a drainage/hydrology study and a grading plan shall be submitted to and approved by the City Engineer. A master grading plan covering Tract No. 7523 shall be submitted and approved. Future development plans shall be based upon the approved master plan. Any deviation from the approved master plan will require the approval of the City Engineer.

37. The drainage/hydrology study and hydraulic analysis for the project shall be performed by a registered civil engineer and submitted to the City Engineer for review and approval. The study shall demonstrate that any potential run-off will not impact surrounding properties. The study shall focus on the project property and any affected adjacent properties.

38. A soils report, prepared by a registered civil engineer shall be submitted along with the grading plan. Soils report shall be performed in compliance with the latest edition of California Building Code, and Chapter 15.28 of the Shafter Municipal Code. In addition, all site grading, earthwork and building design shall be performed in accordance with the recommendations of the soils report.

39. A grading permit shall be obtained from the City prior to commencement of any grading activity.

40. Prior to issuance of a building permit, the Developer shall file a "Rough Grade Certificate" with the City in accordance with the City Engineering Design Standards. Rough Grade Certificate shall be accompanied by certified soil compaction test data from an acceptable materials testing company and a certificate that the rough grade is in substantial conformance with the approved grading plan and Chapter 15.28 of the Shafter Municipal Code. Developer to obtain "Rough Grade Certificate" form from the City.

41. Prior to final approval, acceptance of work, or issuance of Certificate of Occupancy, the Developer's engineer shall file a "Final Grade Certificate" stating that all required grading has been done in accordance with the approved grading plan. Developer to obtain "Final Grade Certificate" form from the City.

42. The location and frequency of soils compaction testing shall be per the City Engineer. Soils compaction testing shall be provided by the Developer.

43. Minimum slopes across any flat surface shall be 1%. For slopes less than 1%, surface drainage shall be channeled into a concrete v-gutter, curb and gutter, underground storm drain, or similar drainage structure.

44. Run-off from the project shall not drain on to any streets.

45. Street side corner lots shall not have their side yard slope (finish grade to back of sidewalk) exceed 4 horizontal: 1 vertical. If maximum slope is exceeded, side yard shall be retained in an approved manner.

46. Engineered off-site drainage plans for Tentative Tract No. 7523 shall be submitted to and approved by the City of Shafter prior to recordation of a final map. The approved drainage facilities shall be constructed by the Developer and approved by the City of Shafter prior to issuance of building permits.

47. All storm drain pipes and manholes shall be installed with the street paving. Catch basin shall be installed per city standards.

48. Drainage Basin:

    a. Developer shall construct a drainage basin on the southwest corner of the site as shown on the Tentative Tract Map No. 7523. Developer shall provide calculations showing all drainage areas utilizing the basin and show the percentage of the capacity utilized by Tract No. 7523.
    b. Developer shall construct permanent masonry walls around the proposed drainage basin. The masonry walls shall be a minimum height of 6-feet, with a minimum 16'-wide access controlled by a wrought-iron gate with metal screening.

49. The number and location of street-based siphons and cross gutters allowed, if any, will be determined during the grading and drainage review process. The minimum grade for allowed cross gutters shall be 0.6%.

50. Grading onto adjacent property shall not be done without written permission from the adjacent property owner.

51. The Office of the City Engineer shall be notified 24 hours in advance of the placement of any fill material.

52. Fill and/or import material shall be subject to the approval of the soils engineer.

53. Developer is responsible for the grading of lot pad areas to within 0.1 foot of the design elevations.

54. All areas in the site on which structures are to be placed must be compacted to 90% relative density, for a minimum distance of 5-feet in all directions from the foundations of the structure.

55. All fill material shall be moisture conditioned to at least 2% above optimum moisture and compacted to 90% relative density, as determined by test methods referenced in Chapter 15.28 of the Shafter Municipal Code, and so certified by test and report from the soils engineer.

56. The placement of fill shall be in 6-inch-maximum lifts, compacted with heavy compaction equipment approved by the City Engineer, unless specifically recommended otherwise in the preliminary soils report.

57. Compaction in proposed pavement areas should be per City standards and should extend to a minimum distance of 2-feet beyond the outside edges of pavement.

58. All cut and fill slopes shall not be steeper than 2 horizontal to 1 vertical.

59. All fill areas to be cleared of all vegetation and other unsuitable materials for a structural fill and the areas shall be scarified to a depth of 6-inches, unless specifically noted otherwise in the preliminary soils report.

60. All slopes in excess of three (3) feet shall be prepared and maintained to control against erosion.

61. Grading work shall be supervised as engineered grading in accordance with Chapter 15.28 of the Shafter Municipal Code.

62. During grading, reasonable searching should be performed for concealed subsurface obstructions. All abandoned subsurface obstructions should be removed. If terminus of any abandoned piping is outside the project limits, the piping should be removed within the project and properly capped at the project boundary.

63. Developer's attention is directed to the provisions of SJVAPCD's Regulation VIII - Fugitive PM 10 Prohibitions, which requires the submission of a Dust Control Plan for certain construction projects. Developer shall comply with all applicable SJVAPCD rules and regulations including the submission of a Dust Control Plan as may be applicable.

Current SJVAPCD rules and regulations are available online at http://www.valleyair.org/rules/1ruleslist.htm.

64. It shall be the Developer's responsibility to prevent a dust nuisance from originating from the site of the work as a result of his operations. Preventative measures to be taken by the Contractor shall include but shall not be limited to the following:

a. Water shall be applied to all unpaved areas as required to prevent the surface from becoming dry enough to permit dust formation.

b. Paved surfaces over which vehicular traffic is permitted to travel shall be kept free of dirt.

c. Temporary suspension of the work, either as a result of order by the Engineer or as a result of conditions beyond the control of the Contractor shall not relieve the Contractor from his responsibility for dust control as set forth herein.

ENGINEERING: WATER/FIRE

65. The Developer shall install two water systems for the project together with such equipment, pipeline, and facilities, including individual water services, as may be necessary to ensure the development has a minimum supply of water for the purposes of the development including fire protection. One water system shall be developed exclusively for drinking or domestic water service. The other shall be for fire protection, irrigation of lawns, parks, and common landscape area and be provided by either existing or new wells. Developer shall submit water improvement plans to the City Engineer for review and approval. Developer shall construct the public water system in accordance with Subdivision Engineering Design Manual for the subject property. The dual water system shall be constructed by the Developer and approved by the City of Shafter prior to recordation of the final map.

66. To the greatest extent possible, above ground air-vac or air release valves shall be in public landscaping. This requirement is subject to the approval of the City of Shafter.

67. To the greatest extent possible, wet utilities (sewer, water, storm drain) shall be installed between the flowlines on all streets.

68. Prior to installation, all water improvement plans shall be reviewed and approved by the Kern County Fire Department. The review includes hydrant locations and access into and out of the tract. A plan review permit, obtained from the Kern County Fire Department, must be applied and paid for prior to the review of any modified or new tract map.

69. The water line size, location and materials shall be subject to the approval of the City Engineer. The minimum water line size shall be in accordance with the Subdivision and Engineering Design Manual.

70. Tie-ins to existing water mains shall be constructed in a manner approved by the City Engineer.

71. Whenever possible, the water system shall be looped to minimize dead ends.

72. No permanent structures shall be constructed over proposed or existing utility easements.

73. Prior to issuance of a building permit, water mains and fire hydrants to be installed by applicant shall be completed, tested, and accepted (CFC).

74. The Developer shall provide AWWA approved fire hydrants that comply with Kern County Development Standards (Clow 850 or equivalent).

75. The required fire hydrants shall be placed a maximum of 330 feet apart throughout the tract for firefighting purposes. Final hydrant locations shall be approved by Kern County Fire prior to installation.

76. The Developer shall install reflective markers to identify hydrant locations pursuant to California Health and Safety Code 13060.

77. The required fire hydrants shall provide a minimum fire flow of 1,500 gallons per minute for 2 hours with 20 PSI residual, or as determined by the Kern County Fire Department.

78. The water system for the required fire hydrants shall be looped, if practicable.

79. The Developer shall install the required water, access and street signs prior to issuance of any building permit.

80. A fire flow test shall be performed and approved by the Kern County Fire Department prior to issuance of any building permit and before any Certificates of Occupancy are issued. The Kern County Fire Department shall be contacted for a fire flow test and approval prior to the commencement of construction.

81. All fire access roads to each parcel must meet specifications set forth in Section 503.2 of the California Fire Code and the applicable Appendix and Ordinance sections.

ENGINEERING: SEWER

82. No properties shall be served by a septic system.

83. Developer shall install a sewer system for the development together with such materials, pipelines, manholes, and individual services for the purposes of the development. Developer shall submit sewer improvement plans to the City Engineer for review and approval prior to recordation of the final map. Developer shall construct the public sewer system in accordance with the Shafter Subdivision Engineering Design Manual for the subject property.

84. Sewer line size, location, slope, and materials shall be subject to the approval of the City Engineer. Minimum sewer line size, location, slope, and materials shall also be in accordance with the Subdivision and Engineering Design Manual.

85. Tie-ins to existing sewer mains, manholes, or other structures shall be constructed as directed by the City Engineer.

86. Sewer pipelines and manholes shall be installed within the proposed paving of the development.

87. Separate sewer services shall be installed for each property. At no time shall sewer be joint trenched with water.

ENGINEERING: STREET & TRAFFIC

88. Developer shall construct and provide rights-of-way for all streets, curb, gutter, cross gutter, drainage facilities, sidewalks, walls, landscaping, streetlights, drive approaches, intersections, and other related improvements consistent with Tentative Tract No. 7523. Developer shall submit street improvement plans prepared by a registered civil engineer to the City Engineer for review and approval and shall include: Preliminary soils report, preliminary engineer's estimate of construction costs; and plan check and inspection fees.

89. Additional rights of way easements or dedications necessary for street and/or public utility improvements located outside the tract boundary shall be granted to the City of Shafter prior to a final map recording.

90. The drawings shall include all proposed public street pavement, curb, gutter, driveways, streetlights, cross gutter, catch basins, striping, signage, traffic signals, and sidewalks along the perimeter of all streets adjacent to or within the project site. Said improvements shall be constructed as per the street improvement plans approved by the City Engineer in a manner consistent with the Subdivision and Engineering Design Manual.

91. Street signs shall be installed per City standards as required by the City Engineer.

92. During construction, the Developer shall maintain the project, including all adjacent streets in a dust free condition. This condition applies at all times including weekends, evenings, and nighttime hours. During construction operations, cleanup of soil from the public roadways shall be required, if deemed necessary, by the City Engineer.

93. All utilities proposed under paving shall be installed prior to paving. Cover over utilities shall be at a depth as approved by the City Engineer.

94. Driveway approaches shall be constructed in a manner consistent with the requirements for commercial approaches as set forth in the City's Subdivision and Engineering Design Manual or as permitted by the City Engineer.

95. Sidewalk, including curb, shall be five (5) feet wide and shall be placed behind the curb, or as specified by the Engineering Design Manual. Transitions at intersections and wheelchair ramps shall be provided and installed per the City's Subdivision and Engineering Design Manual.

96. Monument and monument covers shall be set per City Standards.

97. Property line locations shall be marked with a chiseled line on the top of curb for all property lines. The location of all sewer laterals shall be indicated on the top or face of curb with a stamped "S".

98. Street lighting shall be installed in accordance with the City Engineering and Subdivision Design Manual as directed by the City Engineer. Developer shall coordinate with Pacific Gas & Electric to ensure that the streetlights are established under the LS-2A rate schedule.

99. Secondary access easements shall be provided at the request of the City Engineer. Within any given phase of development, secondary access easements and improvements shall be provided in a manner approved by the City Engineer. Access roads shall be twenty (20) feet in width and shall consist of three (3) inches of Class II aggregate base over six (6) inches of native material compacted to 90% relative maximum density.

100. Developer shall dedicate to the City of Shafter an additional four (4) feet along the north side of E Ash Avenue, as shown on the approved Tract Map. Said dedication shall be shown on, and recorded with, the Final Map.

101. Prior to recordation of the Final Map, the Developer of Tract 7523 shall demonstrate to the satisfaction of the City that an Intersection Safety and Operational Assessment Process (ISOAP) has been initiated with the California Department of Transportation (Caltrans), District 6, to address operational and safety considerations at the Ash Avenue/State Route 43 intersection. The completed ISOAP shall be submitted to Caltrans District 6 for review and concurrence prior to issuance of any Caltrans encroachment permit affecting State Route 43.

102. The Developer shall complete the following street improvements, in accordance with all City standards:

    a. Extend the existing paving, and install new curb, gutter, and 5-ft-wide sidewalk on the south-side of E Euclid Ave.
    b. Extend the existing street paving, and install new curb, gutter, and 5-ft-wide sidewalk on the north side of E Ash Ave.
    c. Extend the existing street paving, and install new curb, gutter, and 10-ft-wide sidewalk on the west side of Central Valley Highway (State-Route 43).

ENGINEERING: LANDSCAPING

103. Electrical Source for Landscaping:

    a. Developer shall supply and install landscaping electrical services to power any and all required timers, solenoids, pumps, motorized equipment. Cabinets and meter pedestals shall be approved by the City of Shafter. Developer shall contract with Pacific, Gas & Electric the location of each pedestal and make all arrangements for them to deliver power at each location.

104. Water Source for Landscaping:

a. Landscaping water service point of connection shall be approved by the City Engineer. The water source shall be from the non-potable water system installed with the tract.

105. Landscaping Enclosure:

a. Landscaping timers, electrical service fuses, breakers, etc., shall be installed within a commercial grade landscaping enclosure.

b. Commercial grade landscaping enclosure shall be installed within the dedicated landscaping area adjacent to the water source and/or electrical source.

c. Commercial grade landscaping enclosure shall be installed on a concrete foundation poured onto a minimum of six (6) inches of native subgrade compacted to 90% (or in accordance with manufacturer's recommendations, whichever is more stringent).

d. The City of Shafter Subdivision and Design Manual requires a 110-volt duplex electrical service within the enclosure.

106. The Developer shall comply with all requirements for grading and erosion control, including the prevention of sedimentation or potential damage to off-site property.

107. Sleeves shall be placed under the proposed paving for landscape piping or low voltage electrical per the City Engineer.

ENGINEERING: SUBDIVISION IMPROVEMENT AGREEMENT

108. The Developer shall furnish the City of Shafter acceptable security to guarantee the construction of public improvements in accordance with all applicable provisions of the City of Shafter Municipal Code and the California Subdivision Map Act. The Developer shall enter into a subdivision improvement agreement with the City of Shafter for any public improvements that are not yet completed at the time of Final Map approval. The subdivision improvement agreement must be approved by the Shafter City Council and recorded with the Kern County Assessor-Recorder.

CITY OF SHAFTER
CITY COUNCIL REPORT

MEETING DATE: March 3, 2026

DEPARTMENT: Steve Esselman, Planning Director

SUBJECT: AMEND SHAFTER MUNICIPAL CODE TITLE 5 (BUSINESS TAXES, LICENSES AND REGULATIONS) TO COMPLY WITH SENATE BILL 635

RECOMMENDATION

Council find that the action is not defined as a "project" per Section 15378(b)(2) of the CEQA Guidelines; conduct hearing and introduce for first reading by title only and waive reading of Ordinance No. 778, an amendment Shafter Municipal Code Title 5 (Business Taxes, Licenses and Regulations) to comply with Senate Bill 635.

BACKGROUND

Senate Bill (SB) 635 was signed by the Governor on October 8, 2025, and went into effect on January 1, 2026. The new law adds privacy and enforcement protections for sidewalk vendors. The Shafter Municipal Code (SMC) defines "sidewalk vendor or vending" as "a person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance, or from one's person, upon a public sidewalk or other pedestrian path."

The main goal of SB 635 is to protect the sensitive personal information of sidewalk vendors. The key provisions of the new law are that local governments, such as the City, are now:

1. Limited in the data that can be collected on a prospective sidewalk vendor,
2. Prohibited from sharing personal information about a sidewalk vendor with federal immigration enforcement unless a valid judicial warrant or subpoena is issued, and
3. Required to destroy now-prohibited data collected before the law's effective date by March 1, 2026.

Regarding data collection, the new law now requires that local governments cannot collect or inquire about immigration or citizenship status, criminal history or background checks, fingerprints or biometric data (like LiveScan), and place of birth or similarly sensitive information as part of sidewalk vending permit or enforcement processes.

While not a part of State law established by SB 635, staff has also proposed revisions to food vending vehicle permits and enforcement in Title 5 that mirror the revisions to sidewalk vending permits and enforcement as part of this agenda item. The SMC defines “mobile vending vehicle” as “any motor vehicle, truck, car, trailer, cart, wagon, conveyance, or structure not permanently fixed to a permanent foundation and which may be moved under its own power, pushed or pulled by hand, towed by a motor vehicle, wheelchair, motorcycle, bicycle, or other mobile device or carried upon or in a motor vehicle or trailer.”

Staff’s reasoning for including food vending vehicle permit and enforcement revisions as part of this item is because of the similar nature of food vending vehicle permittees and sidewalk vending permittees, namely that sidewalk vending has a mobile food sales aspect and food vending vehicles also include mobile food sales. Due to this similarity, staff assert that it is in the spirit of the new law to include food vending vehicle revisions to Title 5. Staff also believe that such revisions reduce possible future City liability regarding mobile food sales and ensure compliance with State law established by SB 635.

FISCAL IMPACT

There is no fiscal impact because of the proposed action.

CEQA ANALYSIS

The action is not defined as a “project” per Section 15378(b)(2) of the CEQA Guidelines because the action is the approval of an ordinance in compliance with State law on how to regulate sidewalk vending and food vending vehicles and therefore, it is considered general policy and procedure making that will not result in direct or indirect physical changes to the environment and not subject to CEQA.

APPROVED BY THE CITY ATTORNEY

Yes

ATTACHMENTS

1. Exhibit 1 - Ordinance No. 778
2. Exhibit A of Exhibit 1

ORDINANCE NO. 778

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHAFTER AMENDING TITLE 5 (BUSINESS TAXES, LICENSES AND REGULATIONS) OF THE CITY OF SHAFTER MUNICIPAL CODE TO COMPLY WITH SENATE BILL 635

WHEREAS, the City of Shafter, California ("City") is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, Senate Bill ("SB") 635 was signed by the Governor on October 8, 2025, and went into effect on January 1, 2026; and

WHEREAS, SB 635 amends Sections 51036, 51038, and 51039 of the Government Code, and amends Sections 114368.8 and 114381 of, and adds Section 114381.3 to, the Health and Safety Code, relating to local government such as the City; and

WHEREAS, The key provisions of the new law are that local governments, such as the City, are now:

1. Limited in the data that can be collected on a prospective sidewalk vendor,
2. Prohibited from sharing personal information about a sidewalk vendor with federal immigration enforcement unless a valid judicial warrant or subpoena is issued, and
3. Required to destroy now-prohibited data collected before the law's effective date by March 1, 2026; and

WHEREAS, the City desires to amend its local regulatory scheme in Title 5 of the Shafter Municipal Code to comply with SB 635.

NOW, THEREFORE, the City Council of the City of Shafter does hereby ordain as follows:

Section 1. The recitals above are each incorporated by reference by the City Council.

Section 2. Title 5 of the Shafter Municipal Code is hereby amended and restated as provided in Exhibit "A," attached hereto and incorporated herein by reference.

Section 3. The City Clerk shall publish and certify as to adoption of this Ordinance as required by law.

Section 4. If any provision of this Ordinance or its application to any person or circumstance is held to be invalid, such invalidity has no effect on the other provisions or applications of the ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this resolution are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any portion thereof.

Section 5. The Ordinance shall take effect and be enforced commencing thirty (30) days following its adoption.

EXHIBIT 1

PASSED AND ADOPTED THIS 17th DAY OF MARCH, 2026.

_____
Chad Givens, Mayor

ATTEST:

_____
Yazmina Pallares, City Clerk

APPROVED AS TO FORM:

_____
Marco A. Martinez, City Attorney

EXHIBIT A

5.04.210 - License tax—Special classifications.

A. Every person engaged in any of the businesses enumerated in this section in the city shall pay a license tax as follows:

1. Billboard advertising: two hundred dollars per year;

2. Christmas tree lot: forty dollars per quarter year;

3. Curb painting: thirty dollars per quarter year;

4. Junkyard or junk dealers: five hundred dollars per year;

5. Public dances: three hundred dollars per year or forty dollars per day;

6. Sign painting: thirty dollars per quarter year;

7. Telephone/telegraph: eighty dollars per year;

8. Barbers, beauticians and manicurists: twenty-five dollars per year;

9. Food vending vehicles, (except ice cream trucks and ice cream pushcarts) as defined in Chapter 5.56 shall pay an annual business license fee of one hundred twenty dollars ~~plus fifty dollar administrative fee for a background check, plus twenty-five dollar finger printing fee,~~ plus a twenty dollar vehicle safety inspection fee by the Shafter police department. In addition, the section should also include: ice cream trucks, as defined in Chapter 5.56 shall pay an annual business license fee of sixty dollars ~~plus fifty dollar administrative fee for a background check, plus twenty-five dollar finger printing fee,~~ plus a twenty dollar vehicle safety inspection fee by the Shafter police department. Ice cream pushcart operators shall pay an annual business license fee of sixty dollars ~~plus fifty dollar administrative fee for a background check, plus twenty-five dollar finger printing fee~~. Total annual city of Shafter fees will be two hundred fifteen dollars for food vending vehicles (except ice cream trucks); one hundred fifty-five dollars for ice cream trucks and one hundred thirty-five dollars for ice cream pushcarts.

B. The license tax hereinabove provided for the business of Christmas tree lot, curb painting and sign painting shall not apply to such businesses when the same are conducted in conjunction with or as an incident to, and on the same business premises as, a business licensed under the provisions of Section 5.04.170.

(Ord. 594 § 2, 2007; Ord. 449 § 1, 1993; Ord. 406 § 1, 1988: prior code § 5-2-21)

Chapter 5.50 - SIDEWALK VENDING[3]

Sections:

Footnotes:

--- (3) ---

Editor's note— Ord. No. 773, § 2(Exh. A), adopted April 5, 2022, amended and restated former Ch. 5.50, §§ 5.50.010—5.50.100, in its entirety which pertained to similar subject matter and derived Ord. No. 710, § 3, adopted Feb. 5, 2019.

5.50.010 - Purpose.

The city finds that the vending of prepared or pre-packaged foods, goods, and/or wares at semi-permanent locations on public sidewalks and rights-of-way may pose unsafe conditions and special dangers to the public health, safety, and welfare of residents and visitors. The purpose of this chapter is to implement regulations on sidewalk vending that protect the public health, safety, and welfare of the community while complying with the requirements of general state law, as amended from time to time, to promote safe vending practices, prevent safety, traffic, and health hazards, and preserve the public peace, safety, and welfare of the community.

(Ord. No. 733, § 2(Exh. A), 4-5-22)

5.50.020 - Definitions.

For purposes of this chapter, the following definitions apply:

A. "Certified Famers' Market" means a location operated in accordance with Chapter 10.5 (commencing with Section 47000) of Division 17 of the Food and Agricultural Code and any regulations adopted pursuant to that chapter.

B. "City" means the City of Shafter.

C. “Director of the planning department” means the planning department director of the city, or his or her designee.

~~C. "Chief law enforcement officer" means the chief of police of the city, or his or her designee.~~

D~~D~~. "Park" means a public park owned by the city.

E. “Personally identifiable information” means an individual’s name, business name, home address, business address, birthdate, telephone number, business location, California’s driver’s license or identification number, individual taxpayer identification number, municipal identification number, government-issued identification number, consular identification, social media identifiers, employee identification number, business license number, seller’s permit number, social security number, vending registration certificate or license number, known place of work, income and tax information, and any other information that would identify the individual.

E. “Roaming sidewalk vendor or vending” means a sidewalk vendor who moves from place to place and stops only to complete a transaction.

F~~E~~. "Sidewalk vendor or vending" means a person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance, or from one's person, upon a public sidewalk or other pedestrian path.

G. “Stationary sidewalk vendor or vending” means a sidewalk vendor who vends from a fixed location.

H~~F~~. "Swap meet" means a location operated in accordance with Article 6 (commencing with Section 21660) of Chapter 9 of Division 8 of the Business and Professions Code, and any regulations adopted pursuant to that article.

(Ord. No. 733, § 2(Exh. A), 4-5-22)

5.50.030 - Permits Required.

A. All sidewalk vendors shall obtain a sidewalk vending permit from the director of the planning department ~~planning department~~ prior to engaging in any sidewalk vending activities, except if they fall into the exceptions activities described under 5.50.040(G~~F~~). ~~The planning department shall coordinate with the chief law enforcement officer to complete application processing.~~ The following information shall be required.

1. Name, current mailing address, and phone number of the vendor; and

2. If the vendor is an agent of an individual, company, partnership, or corporation, the name and business address of the principal; and

3. A description of the merchandise/goods to be offered for sale or exchange, and the days/hours of sales; and

4. A copy of the California seller's permit with the sales tax number issued by the California Department of Tax and Fee Administration to the vendor; and

5. A copy of the valid California Driver's license issued to the vendor; or

A copy of the individual taxpayer identification number issued to the vendor; or

A municipal identification number.

a. Any such identification number(s) or license(s) collected shall not be available to the public for inspection and shall remain confidential and not be disclosed except as required to administer the permit or licensure program or comply with a state law or state or federal court order.

6. If preparing or selling food, a copy of the county health department permit issued to the vendor. Kern County requires mobile food cart vehicles to be inspected and permitted by the Kern County Environmental Health Division; and

7. If the vendor proposes to be a sidewalk vendor, a description or site plan map of the proposed location(s) where vending will take place, showing that the sidewalk location maintains a minimum of thirty-six inches of accessible route area, in compliance with the Americans with Disabilities Act; and

8. If the vendor proposes to be a sidewalk vendor, an encroachment permit pursuant to Chapter 12.12 of the Shafter Municipal Code or other generally applicable authority that requires encroachment permits; and

9. A copy of general liability insurance policy naming the city as additional insured in the amount of one million dollars single occurrence and two million dollars aggregate limit.

10. A certification by the vendor that to his or her knowledge and belief, the information contained in the application is true.

~~11. A signed consent agreement for the chief law enforcement officer, through a LiveScan fingerprint process, that allows the chief law enforcement officer to obtain a state summary criminal history information as provided in Section 11105 of the Penal Code.~~

B. At the time the application or renewal application is filed, the applicant shall pay the permit processing fee established by separate resolution of the city council.

C. Any personally identifiable information collected pursuant to Section 5.50.030 shall be exempt from disclosure under the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code.

(Ord. No. 733, § 2(Exh. A), 4-5-22)

5.50.040 - Review of Permit Application; Decision.

A. Upon acceptance of a properly completed and filed sidewalk vendor permit application, the ~~city's~~ director of the planning department ~~planning department and chief law enforcement officer~~ shall conduct a preliminary investigation to determine compliance with this chapter and shall make such determination within no more than thirty days of acceptance to approve or deny the application. The director of the planning department ~~planning department~~ shall provide the applicant with written notice of his or her decision to the address indicated in the application.

B. The director of the planning department ~~planning department~~ may deny an application for a permit if he or she makes any of the following findings:

1. The applicant has failed to pay the application permit fee.

2. The applicant has made one or more material misstatements in the application for a permit.

3. The applicant does not have a ~~valid social security card or~~ valid California Driver's license; or valid individual taxpayer identification number; or a municipal identification number.

4. The applicant's vending operation, as described in the application, is inconsistent with the standards, conditions, and requirements of this chapter.

5. It is determined that the applicant does not possess all federal, state, and local permits and licenses necessary to engage in the activity in which he or she seeks to engage.

~~C. The city's chief law enforcement officer may deny an application for a permit if he or she makes any of the following findings discovered through the LiveScan fingerprint results:~~

~~1. The applicant is required to register under the provisions of California Penal Code Section 290.~~

~~2. Within three years of the date of the application, the applicant has been convicted in a court of competent jurisdiction or pled nolo contendere to any felony offense involving the sale of a controlled substance specified in California Health and Safety Code Sections 11054, 11055, 11056, 11057 or 11058, or at the time of application is on probation or parole for any offenses set forth in this section for an offense that was committed within three years of the date of the application.~~

C~~D~~. If the application is denied, the reasons for disapproval shall be noted on the application, and the applicant shall be notified that his or her application is denied and

that no permit will be issued. Notice shall be mailed to the applicant at the address shown on the application form.

FE. If the ~~city's~~ director of the planning department ~~planning department and chief law enforcement officer~~ approves the applicant's permit, he or she shall endorse his or her approval on the application and shall, upon payment of the prescribed fee, deliver the permit to the applicant.

GF. Exemptions. A sidewalk vending permit shall not be required for the following activities:

1. The sale of agriculture products on the site where the product is grown.

2. Catering for private parties held exclusively on private property and not open to the general public.

3. Events permitted pursuant to a lawfully issued temporary event permit including, but not limited to, a Certified Farmers' Market, Swap Meet, street fairs, outdoor concerts, sport league opening day, and business sidewalk sales.

G. Term of Permit. A sidewalk vending permit issued pursuant to this chapter shall automatically expire one year from the date issued, unless an earlier expiration date is noted on the permit.

H. Transferability. A sidewalk vending permit shall not be transferable to any other entity or person and is valid only as to the original applicant for the term stated.

(Ord. No. 733, § 2(Exh. A), 4-5-22)

5.50.050 - Sidewalk Vending Locations and Standards.

A. Stationary ~~S~~sidewalk vendors shall be prohibited from operating ~~or establishing~~ in any residential ~~areas~~ zones of the city ~~including parks within residential areas~~.

B. Roaming sidewalk vendors shall be allowed to operate in any residential zones of the city between the hours of 7:00 a.m. and 7:00 p.m. of everyday.

C. Sidewalk vendors shall be allowed to operate in any city owned or operated park, including in residential areas of the city, during the hours of operation for the park.

D. Sidewalk vendors shall be allowed to operate in non-residential zones of the city between the hours of 7:00 a.m. and 7:00 p.m. of every day unless the hours of operation imposed on other businesses or uses on the same street are less restrictive, then the less restrictive hours are imposed.

EB. Sidewalk vendors shall adhere to ~~may operate in non-residential zones of the city, provided they meet~~ the following:

1. The sidewalk vendor is duly licensed and meets all requirements of section 5.50.030; and

2. The sidewalk vendor can set up their vending operation while still leaving a minimum of thirty-six inches of accessible path of travel, without obstruction, along the public sidewalk or public pathway, in compliance with the Americans with Disabilities Act; and

~~3. Sidewalk vending hours shall be conducted between the hours of 7:00 a.m. and 7:00 p.m. of every day; and~~

4. The sidewalk vendor maintains the vending area in a clean, orderly, and sanitary condition; and

5. The sidewalk vendor location does not block entrances to private buildings, private driveways, parking spaces or building windows; and

6. No vending shall occur within ten feet of a fire hydrant, fire escape, bus stop, loading zone, handicapped parking space or access ramp, fire station driveway, or police station driveway; and

7. No tables, chairs, fences, shade structures, other site furniture, or any freestanding signs shall be permitted in conjunction with the vendors vending activities; and

8. The vendor shall not attach or use any water lines, electrical lines, or gas lines during vending operations; and

9. Exterior storage or display of refuse, equipment, materials, goods, wares, or merchandise associated with the vendor is prohibited; and

10. No vending shall occur within the immediate vicinity of a certified farmers' market, a swap meet or an event held pursuant to a temporary event permit; and

11. Each pushcart shall have a current, valid county of Kern health inspection sticker affixed in a conspicuous location on the pushcart.

(Ord. No. 733, § 2(Exh. A), 4-5-22)

5.50.060 - Suspension; Rescission.

A. A sidewalk vendor permit issued under this chapter may be suspended or rescinded by the ~~city's~~ director of the planning department ~~planning department and/or chief law enforcement officer~~ after four or more violations of this chapter in accordance with Section 5.50.080~~100~~ of this chapter, at their discretion, for any of the following causes:

1. Fraud or misrepresentation in the course of vending;

2. Fraud or misrepresentation in the application for the permit;

3. Vending in a manner that creates a public nuisance or constitutes a danger to the public.

B. Notice of the suspension or rescission of a sidewalk vendor permit issued under this chapter shall be mailed, postage prepaid, to the holder of the sidewalk vendor permit at his or her last known address.

C. No person whose street vending permit has been revoked pursuant to this chapter shall be issued a street vending permit for a period of two years from the date revocation becomes final.

(Ord. No. 733, § 2(Exh. A), 4-5-22)

5.50.070 - Appeals to City Manager.

In the event that any applicant or permittee desires to appeal from any order, rescission, or other ruling of the ~~city's~~ director of the planning department~~planning department and/or chief law enforcement officer~~ made under the provisions of this chapter, such applicant or any other person aggrieved shall have the right to appeal such action or decision to the city manager within fifteen days after the notice of the action or decision has been mailed to the person's address as shown on the permit application. An appeal shall be taken by filing with the city clerk a written appeal statement setting forth the grounds for the appeal, along with the city's appeal fee, which shall be established by city council resolution. The filing of the appeal shall stay the enforcement of any decision suspending or rescinding the permit. The ~~city's~~ director of the planning department ~~planning department and/or chief law enforcement officer~~ shall transmit the written statement to the city manager within ten days of its filing and payment of the appeal fee, and the city manager shall set a time and place for a hearing on appeal. A hearing shall be set not later than sixty days from the date of filing of the applicant's written appeal statement with the police department. Notice of the time and place of the hearing shall be given to the appellant in the same manner as provided for the mailing of notice of suspension or rescission at least five days prior to the date set for the hearing. At the hearing, the permittee and the city shall be entitled to legal representation and may present relevant evidence, testify under oath, and call witnesses

who shall testify under oath. The city manager shall not be bound by the traditional rules of evidence in a hearing, except that hearsay evidence may not be the sole basis for the decision of the city manager. The city manager may continue the hearing as deemed necessary. The decision of the city manager, or his or her designee, on the appeal shall be final and binding on all parties concerned.

(Ord. No. 733, § 2(Exh. A), 4-5-22)

5.50.080 - Penalties.

A. It is unlawful for any person to violate any provision or fail to comply with any requirements of this chapter. A violation of this chapter shall be punished by:

1. An administrative fine not exceeding one hundred dollars for a first violation.

2. An administrative fine not exceeding two hundred dollars for a second violation within one year of the first violation.

3. An administrative fine not exceeding five hundred dollars for each additional violation within one year of the first violation.

B. A violation of vending without a sidewalk vending permit may, in lieu of the penalties set forth in subsection (A) set forth above, be punished by:

1. An administrative fine not exceeding two hundred fifty dollars for a first violation.

2. An administrative fine not exceeding five hundred dollars for a second violation within one year of the first violation.

3. An administrative fine not exceeding one thousand dollars for each additional violation within one year of the first violation.

C. If an individual is subject to subsection (B), set forth above, for vending without a sidewalk vending permit, upon the individual providing proof of a valid permit issued by the city, the administrative fines set forth in this chapter shall be reduced to the administrative fines set forth in subsection (A), respectively.

D. The proceeds of any administrative fines assessed pursuant to this chapter shall be deposited in the treasury of the city.

E. Failure to pay an administrative fine assessed under this chapter shall not be punishable as an infraction or misdemeanor. Additional fines, fees, assessments, or any other financial conditions beyond those authorized in this chapter shall not be assessed.

F. Any violation of this chapter shall not be punishable as an infraction or misdemeanor, and any person alleged to have violated any provisions of this chapter shall not be subject to arrest except when otherwise permitted under law.

G. When assessing an administrative fine pursuant to this chapter, the adjudicator shall take into consideration the person's ability to pay the fine. The city shall provide the person with notice of his or her right to request an ability-to-pay determination and shall make available instructions or other materials for requesting an ability-to-pay determination. The person may request an ability-to-pay determination at adjudication or while the judgment remains unpaid, including when a case is delinquent or has been referred to a comprehensive collection program.

1. If the person meets the criteria described in Government Code Section 68632(a) or (b), the city shall accept, in full satisfaction, twenty percent of the administrative fine imposed pursuant to this chapter.

2. The city may allow the person to complete community service in lieu of paying the total administrative fine, may waive the administrative fine, or may offer an alternative disposition.

H. A person who is currently serving, or who completed, a sentence, or who is subject to a fine, for a conviction of a misdemeanor or infraction for sidewalk vending, whether by trial or by open or negotiated plea, who would not have been guilty of that offense under ~~SB 946 had SB 946~~the act ~~that been~~ in effect at the time of the offense, may petition for dismissal of the sentence, fine, or conviction before the trial court that entered the judgment of conviction in his or her case.

(Ord. No. 733, § 2(Exh. A), 4-5-22)

5.50.090 – Access, Review and Obtainment of Records.

A. The city, except as otherwise required by state or federal law, shall not provide voluntary consent to any individual to access, review or obtain any of the city's records obtained pursuant to this chapter that include personally identifiable information of any sidewalk vendor without a subpoena or judicial warrant. This paragraph does not prohibit the city from challenging the validity of a subpoena or judicial warrant in a federal district court.

B. The city shall not disclose or provide in writing, verbally or in any other manner personally identifiable information of any sidewalk vendor obtained pursuant to this chapter that is requested, except pursuant to a subpoena or valid judicial warrant.

5.50.100 – Inquiry and Information Collection.

A. The city shall not inquire into or collect information or documentation about an individual's immigration or citizenship status or place of birth pursuant to this chapter.

B. The city shall not inquire into or collect information or documentation regarding and individual's criminal history and shall not require an applicant to submit fingerprints, complete a LiveScan fingerprinting, or submit to a background check pursuant to this chapter.

C. Any information or documentation the city inquired into or collected regarding an individual's place of birth or criminal history, required an applicant to submit fingerprints or complete a LiveScan fingerprinting or performed a background check before January 1, 2026, such information and documentation shall be destroyed on or before March 1, 2026, unless the information and documentation are expressly required by law to be preserved.

Chapter 5.56 - FOOD VENDING VEHICLES[4]

Footnotes:

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Editor's note— Ord. No. 733, § 2(Exh. A, adopted April 5, 2022, repealed amended and restated former Ch. 5.56, §§ 5.56.010—5.56.210, 5.56.230—5.56.260, in its entirety which pertained to similar subject matter and derived from Ord. No. 594, § 1, 2007; Ord. No. 611, §§ 1—3, 2007; Ord. No. 668, § 1, 4-21-2015; Ord. No. 710, § 2, 2-5-2019.

5.56.010 - Purpose and intent.

The city council expressly finds that vehicles in which goods or merchandise are carried for purposes of retail sale on the public and private streets, and vehicles from which hot and/or cold food prepared in the vehicle and/or prepackaged are sold or offered for sale, pose traffic hazards and special dangers to the public health, safety and welfare of children and residents in the city. It is the purpose and intent of the city council, in enacting this chapter, to provide responsible companies and persons who engage in the operation of food vending from vehicles with clear and concise regulations to prevent safety, traffic and health hazards, as well as to preserve the peace, safety and welfare of the community.

(Ord. No. 773, § 2(Exh. A), 4-5-22)

5.56.020 - Regulations for sales from vehicles.

It is unlawful for any person to sell or offer for sale, or operate any vehicle or conduct any business for the purpose of causing the sale of or offering for sale, any goods or merchandise from any vehicle parked, stopped or standing upon any public street, alley, parkway, sidewalk or other public property in the city except in accordance with all

applicable requirements of this code and in compliance with all of the provisions of this chapter.

(Ord. No. 773, § 2(Exh. A), 4-5-22)

5.56.030 - Definitions.

The following words and terms as used in this section shall be used to define "food vending vehicles" (and related activities) and shall have the following meanings:

~~"Chief law enforcement officer" means the chief of police of the city, or his or her designee.~~

“Director of the planning department” means the planning department director of the city, or his or her designee.~~"Director of administrative services" means the administrative services director of the city, or his or her designee.~~

"Goods or merchandise" means and includes items and products of every kind and description, including all food, produce and beverage items.

"Ice cream truck" means a motor vehicle engaged in the vending or sale of frozen or refrigerated desserts, confections, or novelties commonly known as ice cream, or prepackaged candies, prepackaged snack foods, or soft drinks, primarily intended for the sale to children under sixteen years of age. For the purposes of this section and due to safety concerns, no trailer or platform attached to any sort of vehicle via hitch, chains or other similar method may be used as an ice cream or shaved ice vending truck.

"Land use permit" shall include temporary land use permits, special event permits, and/or conditional use permits as provided for in Title 17 (Zoning Ordinance) of the municipal code.

"Mobile vending vehicle" shall include, but not be limited to, any motor vehicle, truck, car, trailer, cart, wagon, conveyance, or structure not permanently fixed to a permanent foundation and which may be moved under its own power, ~~pushed or pulled by hand,~~ towed by a motor vehicle, wheelchair, motorcycle, bicycle, or other mobile device or carried upon or in a motor vehicle or trailer.

"Operator" means any person or entity owning, operating or otherwise controlling any business involving the vending of goods or merchandise from a vehicle.

"Person" means any natural person, firm, partnership, association, corporation or other entity of any kind or nature.

“Personally identifiable information” means an individual’s name, business name, home address, business address, birthdate, telephone number, business location, California’s

driver's license or identification number, individual taxpayer identification number, municipal identification number, government-issued identification number, consular identification, social media identifiers, employee identification number, business license number, seller's permit number, social security number, vending registration certificate or license number, known place of work, income and tax information, and any other information that would identify the individual.

"Public property" means any real property, or interest therein, owned, leased, operated or otherwise controlled by the city other than a street, alley, parkway or sidewalk.

"Vehicle" as defined in the Vehicle Code of the state of California, and shall not include any human-powered device.

"Vend" or "vending" means the sale or offering for sale of any goods or merchandise to the public from a food vending vehicle as defined herein.

"Vendor" means any person who engages in the act of vending from a vehicle or who drives or otherwise operates any such vehicle for the purpose of vending therefrom.

(Ord. No. 773, § 2(Exh. A), 4-5-22)

5.56.040 - Permits required.

A. No person shall own, control, manage, lease, drive, operate, vend and/or prepare food from or on any vehicle defined as a food vending vehicle or contract with other persons for the operation of a food vending vehicle in the city without a valid business license/vendor's permit/operators permit issued pursuant to the provisions of this chapter in addition to any other license or permit required under any other chapter of this code for each and every food vending vehicle.

(Ord. No. 773, § 2(Exh. A), 4-5-22)

5.56.050 - Permit term and renewal.

The term of vendor and operator permits, unless sooner suspended or revoked, shall be for a period of one year. Upon the expiration of such term, the permittee may renew the permit for additional one year terms by submitting new applications in conformance with this chapter, together with such permit renewal fees as may be established by resolution of the city council.

(Ord. No. 773, § 2(Exh. A), 4-5-22)

5.56.060 - Application for vendor and/or operator permits—Contents—Required fees.

A. Any person desiring to obtain a vendor and/or an operator's permit shall make application to the ~~city's~~ director of the planning department~~planning department~~. ~~The planning department shall coordinate with the chief law enforcement officer to complete application processing.~~ Applications for either a vendor or an operator's permit shall be submitted in the form prescribed by the city. Prior to submitting such applications, a nonrefundable fee, as established by resolution of the city council shall be paid to the department of finance to defray, in part, the cost of the investigation and report required by this chapter. The department of finance shall issue a receipt showing that such application fee has been paid. The receipt, a copy thereof, shall be supplied to the director of the planning department~~planning department~~ at the time such application is filed. Permit issuance fees required under this chapter shall be in addition to any license, permit or fee required under any other chapter of this code. No permit application shall be processed unless and until the applicant has provided all the information requested on the application and has submitted the appropriate fee(s). If an applicant for a vendor permit also requires an operator's permit, then it is not necessary for said applicant to pay a separate fee for the operator's permit application.

B. Neither the filing of any application for a permit, nor the payment of an application fee, shall authorize the vending from or the operation or management of a food vending vehicle until such permit has been granted or renewed by the city of Shafter.

(Ord. No. 773, § 2(Exh. A), 4-5-22)

5.56.070 - Investigation of applications.

The director of the planning department~~planning department~~ ~~and chief law enforcement officer~~ shall have a reasonable period of time in which to investigate the application and background of the applicant for a vendor's permit or an operator's permit ~~including but not limited to the fingerprinting of any applicant~~. The director of the planning department~~planning department~~ shall, within thirty days after the date of the filing of the application, ~~render a written recommendation to the director of administrative services, as to approval or denial of~~approve or deny the application for the permit or renewal thereof.

(Ord. No. 773, § 2(Exh. A), 4-5-22)

5.56.080 - Issuance of permit.

The director of ~~administrative services~~the planning department~~, or his/her designated representative, within ten days after receiving the application and aforementioned recommendation from the planning department,~~ shall grant the vendor's permit or operator's permit only if he/she finds that all of the following requirements have been met:

A. The required fees have been paid;

B. The application conforms in all respects to the provisions of this chapter;

C. The applicant has not knowingly made a material misrepresentation of fact in the application; and

D. The applicant has fully cooperated in the investigation of the applicant.;

~~E. A signed consent agreement for the chief law enforcement officer, through a LiveScan fingerprint process, that allow the chief law enforcement officer to obtain a state summary criminal history information as provided in Section 11105 of the Penal Code; and~~

~~F. The applicant, if an individual, or any of the directors, officers or stockholders holding more than five percent of the stock of the corporation, or any of the partners, including limited partners, or profit interest holders, managers or other persons principally in charge of the operation of the existing or proposed business of vending from a food vending vehicle, or a natural person employed or contracted with to be a driver, has not been convicted or pleaded "no contest" or "guilty" within five years prior to his/her application for a permit to a misdemeanor or felony crime or moral turpitude or drug-related misdemeanor or felony crime, including but not limited to: the sale of a controlled substance specified in California Health and Safety Code Sections 11054 through 11058; the sale, distribution or display of harmful or obscene matter; indecent exposure; selling or disposing of lottery tickets; permitting gambling, pool selling or bookmaking; or, in the case of applications for an operator's permit, alcohol or drug related traffic offenses. The investigating city employee is specifically authorized to obtain state summary criminal history record information as provided for in Section 11105 of the California Penal Code. Any complaint for the above-listed charges pending before a court of law shall cause the application to be considered pending until adjudication of the complaint.~~

(Ord. No. 773, § 2(Exh. A), 4-5-22)

5.56.090 - Denial of permit.

A. If the director of the planning department~~planning department~~ finds that any of the requirements set forth in Section 5.56.080 have not been met, he/she shall deny the application for a vendor or operator's permit. In the event the application for either permit is denied by the director of ~~administrative services~~the planning department, or his/her designated representative, written notice of such denial shall be given to the applicant specifying the ground or grounds of such denial. Notice of denial of the application for the permit shall be deemed to have been served if it is in fact is personally served on the

applicant or when deposited in the United States mail with postage prepaid and addressed to the applicant at his/her residence as set forth in the application for either permit.

B. Any applicant whose application for a vendor or operator's permit has been denied by the director of the planning departmentplanning department may appeal such denial to the city council.

(Ord. No. 773, § 2(Exh. A), 4-5-22)

5.56.100 - Revocation of permit.

A. Any vendor or operator's permit may be suspended or revoked by the director of the planning departmentplanning department for any of the following reasons:

1. Falsehood of any information supplied by the permittee upon which issuance of the permit was based;

2. Failure of the permittee to notify the chief law enforcement officerdirector of the planning department within two weeks of any change occurring subsequent to the issuance of the permit in the information supplied by the permittee upon which issuance of the permit was based;

3. Failure of the permittee, or of any employees or subcontractors of the permittee, to comply with the regulations set forth in Sections 5.56.110 through 5.56.210 of this chapter; and/or

4. Violation by the permittee, or any employee, subcontractor or independent contractor of the permittee, of any state law or municipal ordinance while in the course of conducting vending operations from a food vending vehicle pursuant to the permit.

B. No such suspension or revocation shall become effective until the permit holder has been notified in writing of the right of such permit holder to appeal the suspension or revocation. Notification to the permit holder shall be made either by personal delivery or by certified or registered mail, return receipt requested, addressed to the permit holder at such permit holder's residence address as set forth on the application for a permit. If a timely appeal is filed, the suspension or revocation shall be stayed and shall become effective only upon decision of the city council. Otherwise the suspension or revocation shall become effective after the timely appeal period has expired.

C. Permit holder has five working days from the date of receipt of the suspension or revocation notice to file his/her appeal.

D. No person whose permit is revoked shall be eligible to apply for a new permit for a period of one year following such revocation.

(Ord. No. 773, § 2(Exh. A), 4-5-22)

5.56.110 - Food vending vehicle regulations.

A. Each food vending vehicle shall have a current, valid county of Kern health inspection sticker affixed to the lower right side of the windshield in addition to the permit sticker issued by the city or in a conspicuous location on a pushcart.

B. Each operator shall retain the food vending vehicle permit issued by the city. The operator shall carry the permit at all times while engaged in the operation of and/or the actual vending from a food vending vehicle and shall produce the same for inspection upon request. Each permit holder shall immediately surrender to the director of the planning department ~~chief law enforcement officer~~ any permit issued by the city upon the suspension, revocation or expiration of such permit or upon leaving employment as an operator.

C. In addition to the operator's permit required in subsection A of this section, each person who drives a food vending vehicle shall have on his/her person a current, valid California driver's license, which he/she shall make available for inspection by law enforcement officials upon request.

D. Each food vending vehicle shall adhere to all Department of Motor Vehicle regulations and any relevant CAL OSHA requirements. Each food vending vehicle shall carry and maintain a fire extinguisher, first aid kit and an operating cell phone or other two-way communication for use in event of an emergency.

E. Each operator shall adhere to the requirements of California Vehicle Code regarding the operation and maintenance of a food vending vehicle.

(Ord. No. 773, § 2(Exh. A), 4-5-22)

5.56.120 - Prohibited conduct.

A. No person shall vend from a food vending vehicle which is stopped, parked or standing on any public street, alley or highway:

~~1. Within two hundred and fifty feet of any school property, park, playground or recreational facility, except when granted a temporary land use permit or special events permit by the city;~~

~~2. Within one hundred feet of any other food vending vehicle which is engaged in the operation of food vending;~~

1~~3~~. Within two hundred feet of any intersection;

2~~4~~. When the posted speed limit on the public street, alley or highway is greater than twenty-five miles per hour;

3~~5~~. When the food vending vehicle is parked in violation of any other provision of this code or the California Vehicle Code;

4~~6~~. When any part of the food vending vehicle is open to prospective customers other than on the side of the vehicle next to the right side of the street, alley or highway;

5~~7~~. When the food vending vehicle is not stopped, parked or standing on the right side of the street, alley or highway;

6~~8~~. When the prospective customer is standing or sitting in another vehicle;

7~~9~~. When the prospective customer is located in that portion of the street, alley or highway which is open to vehicular traffic; and

8~~10~~. Between one-half hour before sundown and seven a.m., except when granted a temporary land use permit or special event permit by the city, or, unless the hours of operation imposed on other businesses or uses on the same street are less restrictive, then the less restrictive hours are imposed.~~;~~

~~11. Within five hundred feet from any enclosed commercial restaurant unless the restaurant owner has provided written permission and the reason for the proximity of the food vending vehicle to the restaurant is for a permitted special event;~~

~~12. At any permitted location for a period of time exceeding ten minutes and regardless of the length of time that vending occurred at any permitted location, shall not vend again for a period of twenty-four hours within one thousand feet of such location, except when granted a temporary land use permit or special event permit by the city;~~

~~13. No vending activities, except for permitted farmers market, shall be permitted within the area bounded by and/or immediately adjacent to Lerdo Highway, Central Valley Highway, Tulare Avenue and Shafter Avenue.~~

B. No person shall back up a food vending vehicle to make or attempt to make a sale.

~~C. No food vending vehicle shall be operated in any one location for longer than ten minutes, except as provided in Section 5.56.140(B), and shall be moved a minimum of five hundred feet before vending again, except when granted a temporary land use permit or special event permit by the city.~~

C~~D~~. No minor under the age of sixteen shall ride in or on a food vending vehicle while such food vending vehicle is engaged, or about to be engaged, in the operation of vending.

D~~E~~. All food vending vehicles shall be equipped with refuse containers large enough to contain all refuse generated by the operation of such vehicle, and the operator of the food vending vehicle shall pick up all refuse generated by such operation within a fifty-foot radius of the vehicle before such vehicle is moved.

F. No person vending from a food vending vehicle shall sell, trade, barter or otherwise deal any type or sort of toys, fireworks of any kind, or any sort of alcoholic beverage.

G. No person vending from a food vending vehicle shall set up or cause to be set up any table, chairs or any other seating for use by customers of the food vending vehicle.

~~H. Pushcart ice cream vendors (i.e., Las Rosas) may sell ice cream on the public sidewalk, outside of the downtown area as defined in subsection (A)(14) of this section. Such pushcart vendors shall not at any time impede vehicular traffic on public roadways.~~

H~~I~~. For the purposes of this section and due to safety concerns, no trailer or platform attached to any sort of vehicle via hitch, chains or other similar method may be used as an ice cream or shaved ice vending truck.

(Ord. No. 773, § 2(Exh. A), 4-5-22)

5.56.130 - Vending of produce.

All produce regulated by the California Department of Food and Agriculture shall be handled, transported, displayed or disposed of in accordance with all California Department of Food and Agriculture regulations as they now exist or as amended from time to time, including, but not limited to, the following:

A. All produce or commodities under quarantine by the California Department of Food and Agriculture will be protected or safeguarded in an approved manner by being bagged, covered or screened to prevent infestation; any open display is prohibited;

B. All produce, commodities or their husks, cores, rinds or pits shall be sealed in plastic bags before disposing of same;

C. Every food vending vehicle shall have a receipt, invoice, or bill of lading or other acceptable proof of origin of all produce or commodities under quarantine;

D. All produce or commodities under quarantine that are sold, offered for sale or transported within the quarantine area must be of commercial origin;

E. Any violation of this section may result in the seizure of the produce or commodities in violation; all seized items will be destroyed;

F. The intent of this section is to address produce sales on food vending vehicles, not to permit vehicles that sell produce exclusively from vehicles.

(Ord. No. 773, § 2(Exh. A), 4-5-22)

5.56.140 - Operations on private property.

All food vending vehicles are prohibited from operating on private property except:

A. If a land use permit has been obtained from the director of the planning department~~planning department~~; or

B. To provide meals for employees located at an existing business on private property for a period of thirty minutes or less within a twelve-hour period. Additional time for a specified location may be permitted by the director of ~~administrative services~~the planning department pursuant to Section 5.56.080. No person vending from a food vending vehicle shall set up or cause to be set up any table, chairs or any other seating for use by customers of the food vending vehicle.

(Ord. No. 773, § 2(Exh. A), 4-5-22)

5.56.150 - Insurance provisions.

A. It is unlawful for any person to own, lease, drive, operate or cause or permit to be driven or operated any food vending vehicle in the city of vending purposes unless such person has submitted with his/her application for permit a motor vehicle liability insurance policy, covering each food vending vehicle, issued by a solvent corporation holding a certificate of authority to do insurance business in the state of California, which policy shall conform in all respects to the requirements of this chapter.

B. The required motor vehicle liability policy shall insure the owner, driver and any other person using or responsible for the use of any food vending vehicle with the consent, expressed or implied, of such owner, driver or person, against loss from the liability imposed upon such owner, driver or person by law for injury to, or death of, any person, or

damage to property due to the maintenance, operation or ownership of any food vending vehicle, in an amount of one million dollars, combined single limit, no aggregate.

C. Every insurance policy and every certificate of motor vehicle liability insurance filed with the city pursuant to the provisions of this chapter shall contain the following endorsements:

1. It is understood and agreed that, notwithstanding expressions consistent with or contrary thereto in this policy contained, the policy is expressly issued to cover a motor vehicle regulated by the provisions of this chapter. This policy shall insure to, and be for the benefit and protection of, anyone who shall sustain any damages or injury, or to the heirs, personal representatives, administrators, executors or assigns of any such person who may be so damaged or injured or suffer death, by reason of the operation of the motor vehicle or from the defective condition thereof. Liability under this policy shall in no manner be abrogated or abated by the death or dissolution of the feasor or the insured.

2. There is continuing liability up to the full amount of the policy, notwithstanding any action or recovery thereon.

3. No cancellation or reduction in coverage of this policy for any reason whatsoever shall become effective until the expiration of thirty days after written notice of such cancellation or reduction in coverage shall have been given to the director of the planning departmentplanning department. Said period of thirty days to commence running from the date said notice is actually received byat the director of the planning department planning department.

(Ord. No. 773, § 2(Exh. A), 4-5-22)

5.56.160 - Food vending vehicle equipment.

A. In addition to other equipment required by law, each food vending vehicle shall be equipped with the following:

1. A convex mirror mounted so that the occupant of the driver's seat can see the area in front of the truck which is obscured by the vehicle's hood;

2. A back-up alarm audible for a distance of at least one hundred feet.

(Ord. No. 773, § 2(Exh. A), 4-5-22)

5.56.170 - Sanitation standards.

A. Each food vending vehicle, including the interior of cabinet units or compartments, shall be equipped so as to have smooth, easily accessible, and easily cleanable surfaces. Unfinished wooden surfaces are not permitted. Construction joints shall be tightly fitted and sealed so as to be readily cleanable. Equipment, including utensils, shall be constructed of nontoxic materials and shall be readily cleanable.

B. During the vending operation, no food shall be stored, displayed or served from any place other than the food vending vehicle.

C. Food condiments shall be protected from contamination and, where available for self-service, shall be prepackaged or available only from approved dispensing devices.

D. During transportation and storage, food and food contact surfaces shall be protected from contamination.

E. All food vending vehicles shall operate out of a commissary or other facility approved by the county of Kern health department. Food vending vehicles shall report to the commissary at least once each operating day for cleaning and servicing operations. In addition, food vending vehicles whereon nonpackageds hot dogs are handled shall be properly stored at a commissary or other facility approved by the county of Kern health department so as to be protected from unclean or unsanitary conditions.

F. Food products remaining after each day's operation shall be stored only in a food facility approved by the county of Kern health department.

G. Utensils and equipment shall be handled and stored so as to be protected from contamination. Single-service utensils shall be contained only in sanitary containers or approved sanitary dispensers, stored in a clean, dry place until used, handled in a sanitary manner, and used once only.

H. All wastewater shall be drained to a water receptor approved by the county of Kern health department.

I. Readily perishable foods shall be maintained at or below seven degrees Celsius (forty-five degrees Fahrenheit) or at or above sixty degrees Celsius (one hundred forty degrees Fahrenheit) at all times.

J. Vending from a food vending vehicle pursuant to a land use certificate shall be conducted within sixty meters (two hundred feet) of approved and readily available toilet and hand washing facilities or as otherwise approved by the county of Kern health department to ensure proper sanitary facilities are available to the mobile food vendors, operators, and their customers.

(Ord. No. 773, § 2(Exh. A), 4-5-22)

5.56.180 - Required signs and lettering.

A. There shall be displayed in a conspicuous place on both the right and left side of the food vending vehicle lettering permanently affixed showing the name of the company or operator of the food vending vehicle and the business address and telephone number thereof. The lettering for the name of the company or the operator of the food vending vehicle shall not be less than four inches in height, shall be in contrast to the color of the background upon which they are placed, and shall have strokes at least three-eighths of an inch wide. The lettering for the business address and telephone number shall not be less than one inch high.

B. No other lettering, numbering, price lists, signs or insignia shall be displayed on the right and left side of the food vending vehicle so as to interfere with the visibility of the lettering required in subsection A of this section.

C. Any ice cream truck shall be equipped at all times, while engaged in vending, with signs mounted on both the front and the rear and clearly legible from a distance of one hundred feet under daylight conditions, incorporating the words "WARNING" and "CHILDREN CROSSING." Each sign shall be at least twelve inches high by thirty-six inches wide, with letters of a dark color and at least four inches in height, a one inch wide solid border, and a sharply contrasting background.

(Ord. No. 773, § 2(Exh. A), 4-5-22)

5.56.190 - Noise level.

A. Horns shall be permitted to be used only when reasonably necessary to insure the safe operation of the food vending vehicle while being operated on any public or private street, alley or highway or on public property.

B. No person on a food vending vehicle shall operate any horns, sound amplification systems or other sound producing devices when such vehicle is moving, stopped, standing, or parked for purposes of advertisement on any public or private street, alley or highway or on public property.

(Ord. No. 773, § 2(Exh. A), 4-5-22)

5.56.200 - Applicability of regulations to existing business.

The provisions of this chapter shall be applicable to all persons and businesses described herein whether the herein described activities were established before or after the effective date of the ordinance enacting this chapter into law. All such persons and

businesses shall have thirty days from said effective date to file a completed application for a vendor or operator's permit with the director of the planning department ~~planning department~~.

(Ord. No. 773, § 2(Exh. A), 4-5-22)

5.56.210 - Conducting business as a nuisance.

Any food vending vehicle operated contrary to the provisions of this chapter is unlawful and a public nuisance and the city attorney may, in addition to or in lieu of prosecuting a criminal action hereunder, commence an action or actions proceeding or proceedings, for the abatement, removal or enjoyment thereof, and may take such other steps and may apply to such court or courts as may have jurisdiction to grant such relief as will abate or remove such establishment and restrain and enjoin any person from operating a food vending vehicle contrary to the provisions of this chapter.

(Ord. No. 773, § 2(Exh. A), 4-5-22)

5.56.220 - Reserved.

Editor's note— Sec. 2 of Ord. No. 710, adopted Feb. 5, 2019, repealed § 5.56.220, which pertained to the prohibition of sales from human-powered devices, and derived from Ord. 594, 2007.

5.56.230 - Exemptions.

The requirements of this chapter shall not apply to:

A. Any person delivering any goods or merchandise by vehicle where such goods or merchandise have been ordered in advance for such delivery from any business located at a permanent location and which goods or merchandise are being delivered from such location to the customer by vehicle, regardless of the point of sale thereof;

B. Any person engaged in the vending of goods or merchandise on public property where such person has been authorized by the city to engage in such activity by a permit, lease, real property license, agreement or other entitlements issued by the city for such purpose.

(Ord. No. 773, § 2(Exh. A), 4-5-22)

5.56.240 - Limited number of ice cream trucks.

Notwithstanding any other provision of this chapter, the number of permits to vend from ice cream trucks (not including ice cream pushcarts) shall be limited to one permit per four thousand in population of the city as provided by the State Department of Finance. Fractional remainders shall always be rounded down to the next whole number.

(Ord. No. 773, § 2(Exh. A), 4-5-22)

5.56.250 - Penalty for violation.

Every violation of the provisions of this chapter shall be deemed to be a misdemeanor and, upon violation thereof, shall be punishable as provided for in Chapter 1.08 of this code. Each day any violation of any provision of this chapter shall continue shall constitute a separate offense.

(Ord. No. 773, § 2(Exh. A), 4-5-22)

5.56.260 - "Grandfather" clause.

Any vendor legally operating within the city limits as of the date of adoption of the ordinance codified in this chapter shall be "grandfathered" in and may continue to operate within the city subject to all requirements contained herein until June 30, 2007. Subsequently, on July 1, 2007, all food vending vehicles as defined herein shall be subject to limitations as provided in Section 5.56.240 of this chapter.

(Ord. No. 773, § 2(Exh. A), 4-5-22)

5.56.270 – Access, Review and Obtainment of Records.

A. The city, except as otherwise required by state or federal law, shall not provide voluntary consent to any individual to access, review or obtain any of the city's records obtained pursuant to this chapter that include personally identifiable information of any sidewalk vendor without a subpoena or judicial warrant. This paragraph does not prohibit the city from challenging the validity of a subpoena or judicial warrant in a federal district court.

B. The city shall not disclose or provide in writing, verbally or in any other manner personally identifiable information of any sidewalk vendor obtained pursuant to this chapter that is requested, except pursuant to a subpoena or valid judicial warrant.

5.56.280 – Inquiry and Information Collection.

A. The city shall not inquire into or collect information or documentation about an individual's immigration or citizenship status or place of birth pursuant to this chapter.

B. The city shall not inquire into or collect information or documentation regarding and individual's criminal history and shall no require an applicant to submit fingerprints, complete a LiveScan fingerprinting, or submit to a background check pursuant to this chapter.

C. Any information or documentation the city inquired into or collected regarding an individual's place of birth or criminal history, required an applicant to submit fingerprints

or complete a LiveScan fingerprinting or performed a background check before January 1, 2026, such information and documentation shall be destroyed on or before March 1, 2026, unless the information and documentation are expressly required by law to be preserved.

CITY OF SHAFTER
CITY COUNCIL REPORT

MEETING DATE: March 3, 2026

DEPARTMENT: Steve Esselman, Planning Director

SUBJECT: AMEND SHAFTER MUNICIPAL CODE TITLE 15 (BUILDING AND CONSTRUCTION) TO COMPLY WITH STATE LAW REGARDING ELECTRIC VEHICLE CHARGING STATIONS

RECOMMENDATION

Council find that the action is not defined as a "project" per Section 15378(b)(2) of the CEQA Guidelines; conduct hearing and introduce for first reading by title only and waive reading of Ordinance No. 779, an amendment Shafter Municipal Code Title 15 (Building and Construction) to comply with State law regarding electric vehicle charging stations.

BACKGROUND

Over the past decade, California has significantly strengthened and expanded its legal framework to accelerate deployment of electric vehicle (EV) charging infrastructure. Key legislative changes include state laws requiring streamlined, expedited permitting for EV charging stations, most notably Assembly Bill (AB) 1236 and its companion AB 970, which mandate "by-right" administrative approval and strict timelines for local review to reduce barriers to installation.

AB 1236 requires every city and county in the State to adopt an expedited and streamlined permitting process for electric vehicle charging stations to support broader EV deployment goals. Under AB 1236, local jurisdictions must ministerially approve EV charging station applications through a nondiscretionary permit if the installation meets applicable health and safety standards and may only deny permits by making written findings based on substantial evidence that a specific, adverse health or safety impact cannot be mitigated. The law also obligates jurisdictions to adopt an ordinance (see **Exhibit 1**) and publish a checklist of requirements that enables a streamlined review process (see **Exhibit 2**), limits local review to essential health and safety criteria, and standardizes procedures.

AB 970 builds on the State's earlier EV charging permit streamlining law (AB 1236) by establishing specific deadlines for local jurisdictions to process electric vehicle charging station permit applications and tying automatic approval to jurisdiction inaction. Under AB 970, cities and counties must deem an application complete for projects with 1 to 25 chargers if they don't make a completeness determination within 5 business days (10 days for 26+ chargers), and must approve or deny complete applications within 20

business days for smaller projects (40 days for larger ones); if these timelines lapse without action, the permit is automatically approved unless a finding is made that the project would cause a specific adverse health or safety impact. The law also clarifies applicability to all cities, including charter cities, and refines requirements around parking for EV charging stations as part of its broader goal to accelerate EV infrastructure deployment statewide.

FISCAL IMPACT

There is no fiscal impact because of the proposed action.

CEQA ANALYSIS

The action is not defined as a “project” per Section 15378(b)(2) of the CEQA Guidelines because the action is the approval of an ordinance in compliance with State law on how to regulate electric vehicle charging stations and therefore, it is considered general policy and procedure making that will not result in direct or indirect physical changes to the environment and not subject to CEQA.

APPROVED BY THE CITY ATTORNEY

Yes

ATTACHMENTS

1. Exhibit 1 - Ordinance No. 779
2. Exhibit A of Exhibit 1
3. Exhibit 2 - Draft Electric Vehicle Charging Station Permit Application

ORDINANCE NO. 779

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHAFTER ADDING CHAPTER 15.57 TO TITLE 15 (BUILDING AND CONSTRUCTION) OF THE CITY OF SHAFTER MUNICIPAL CODE TO COMPLY WITH STATE LAWS REGARDING ELECTRIC VEHICLE CHARGING STATIONS

WHEREAS, the City of Shafter, California ("City") is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, California has significantly strengthened and expanded its legal framework to accelerate deployment of electric vehicle ("EV") charging infrastructure; and

WHEREAS, key legislative changes include state laws requiring streamlined, expedited permitting for EV charging stations, most notably Assembly Bill ("AB") 1236 and its companion AB 970, which mandate "by-right" administrative approval and strict timelines for local review to reduce barriers to installation.; and

WHEREAS, AB 1236 requires every city and county in California to adopt an expedited and streamlined permitting process for electric vehicle charging stations to support broader EV deployment goals; and

WHEREAS, AB 970 builds on California's earlier EV charging permit streamlining law (AB 1236) by establishing specific deadlines for local jurisdictions to process electric vehicle charging station permit applications and tying automatic approval to jurisdiction inaction; and

WHEREAS, the City desires to amend its local regulatory scheme in Title 15 of the Shafter Municipal Code to comply with California law regarding EV charging stations.

NOW, THEREFORE, the City Council of the City of Shafter does hereby ordain as follows:

Section 1. The recitals above are each incorporated by reference by the City Council.

Section 2. Chapter 15.57 – EXPEDITED AND STREAMLINED PERMITTING PROCESS FOR ELECTRIC VEHICLE CHARGING STATIONS is hereby added to as shown in Exhibit "A," attached hereto and incorporated herein by reference.

Section 3. The City Clerk shall publish and certify as to adoption of this Ordinance as required by law.

Section 4. If any provision of this Ordinance or its application to any person or circumstance is held to be invalid, such invalidity has no effect on the other provisions or applications of the ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this resolution are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any portion thereof.

EXHIBIT 1

Section 5. The Ordinance shall take effect and be enforced commencing thirty (30) days following its adoption.

PASSED AND ADOPTED THIS 17th DAY OF MARCH, 2026.

_____
Chad Givens, Mayor

ATTEST:

_____
Yazmina Pallares, City Clerk

APPROVED AS TO FORM:

_____
Marco A. Martinez, City Attorney

EXHIBIT “A”

“Chapter 15.57 - EXPEDITED AND STREAMLINED PERMITTING PROCESS FOR ELECTRICAL VEHICLE CHARGING STATIONS

15.57.010 - Purpose.

This chapter implements Government Code Section 65850.7 for the purpose of promoting and encouraging the use of electric vehicles by creating an expedited, streamlined permitting process for electric vehicle charging stations while promoting public health and safety and preventing specific adverse impacts in the installation and use of such charging stations.

15.57.020 - Definitions.

A. "Electric vehicle charging station" or "charging station" means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code, as it reads on the effective date of this Chapter, and delivers electricity from a source outside of an electric vehicle into a plug-in electric vehicle.

B. "Specific adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

C. "Electronic submittal" means the utilization of one or more of the following:

1. Electronic mail or email.

2. The internet.

D. All other terms, phrases and words in this Chapter shall be interpreted consistent with definitions set forth in California Government Code Section, 65850.7.

15.57.030 - Expedited permitting process.

Consistent with Government Code Section 65850.7, the Building Official shall implement an expedited, streamlined administrative permitting process for electric vehicle charging stations, and adopt a checklist of all requirements with which electric vehicle charging stations shall comply with to be eligible for expedited review. The expedited, administrative streamlined permitting process and checklist may refer to the recommendations contained in the most current version of the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the Zero-Emission Vehicles in California: Community Readiness Guidebook as

published by the Governor's Office of Governor's Office of Land Use and Climate Innovation. The City's adopted checklist shall be posted on the City's website.

15.57.040 - Permit application processing.

A. Prior to submitting an application for processing, the applicant shall verify that the installation of an electric vehicle charging station will not have specific, adverse impact on public health and safety and building occupants. Verification by the applicant includes but is not limited to: information related to electrical system capacity and loads; electrical system wiring, bonding and overcurrent protection; building infrastructure affected by charging station equipment and associated conduits; areas of charging station equipment, and vehicle parking.

B. A permit application that satisfies the information requirements in the City's adopted checklist shall be deemed complete and be promptly processed. Upon confirmation by the Building Official that the permit application and supporting documents meet the requirements of the City's adopted checklist and is consistent with all applicable laws and health and safety standards, the Building Official shall, consistent with Government Code Section 65850.7, approve the application and issue all necessary permits. Such approval does not authorize an applicant to energize or utilize the electric vehicle charging station until approval is granted by the City. If the Building Official determines that the permit application is incomplete, he or she shall issue a written correction notice to the applicant, detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

C. Consistent with Government Code Section 65850.7, the Building Official shall allow for electronic submittal of permit applications covered by this Chapter and associated supporting documentation. In accepting such permit applications, the Building Official shall also accept electronic signatures on all forms, applications, and other documentation in lieu of a wet signature by any applicant.

15.57.050 - Technical review.

A. It is the intent of this Chapter to encourage the installation of electric vehicle charging stations by removing obstacles to permit charging stations so long as the action does not supersede the Building Official's authority to address higher priority life-safety situations. If the Building Official makes a finding based on substantial evidence that the electric vehicle charging station could have a specific adverse impact upon the public health or safety, as defined in this Chapter, the City may require the applicant to apply for a use permit in accordance with Title 17.

B. In the technical review of a charging station, consistent with Government Code Section 65850.7, the Building Official shall not condition the approval for any electric vehicle charging station permit on the approval of such a system by an association, as that term is defined by Civil Code Section 4080.

15.57.060 - Electric vehicle charging station installation requirements.

A. Electric vehicle charging station equipment shall meet the requirements of the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories, and rules of Pacific Gas & Electric.

B. Installation of electric vehicle charging stations and associated wiring, bonding, disconnecting means and overcurrent protective devices shall meet the requirements of Article 625 and all applicable provisions of the California Electrical Code.

C. Installation of electric vehicle charging stations shall be incorporated into the load calculations of all new or existing electrical services and shall meet the requirements of the California Electrical Code. Electric vehicle charging equipment shall be considered a continuous load.

D. Anchorage of either floor-mounted or wall-mounted electric vehicle charging stations shall meet the requirements of the California Building or Residential Code as applicable per occupancy, and the provisions of the manufacturer's installation instructions. Mounting of charging stations shall not adversely affect building elements."

RESIDENTIAL AND NON-RESIDENTIAL CHECKLIST FOR PERMITTING ELECTRIC VEHICLE CHARGING STATIONS

The purpose of Chapter 15.57 of the Municipal Code is to promote and encourage the use of electric vehicles by creating an expedited, streamlined permitting process for electric vehicle charging stations while promoting public health and safety and preventing specific adverse impacts in the installation and use of such charging stations.

Please complete the following information related to permitting and installation of Electric Vehicle Service Equipment (EVSE) and submit with a building permit application.

This checklist contains the technical aspects of EVSE installations and is intended to help expedite permitting and use for electric vehicle charging.

Upon this checklist being deemed complete, a permit shall be issued to the applicant. However, if it is determined that the installation might have a specific adverse impact on public health or safety, additional verification will be required before a permit can be issued.

This checklist substantially follows the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" contained in the Governor's Office of Planning and Research "Zero Emission Vehicles in California: Community Readiness Guidebook" and is purposed to augment the guidebook's checklist.

Project Information:

Address: _____

APN: _____ Tract: _____ Lot: _____ Block: _____

❑ Single-Family ❑ Multi-Family (Apartment) ❑ Multi-Family (Condominium)

❑ Commercial (Single Business) ❑ Public Right-of-Way ❑ Commercial (Multi-Businesses)

Location and Number of EVSE to be Installed:

Garage: _____ Parking Level(s): _____ Parking Lot: _____ Street Curb: _____

Valuation: _____

Scope of Work: _____

_____

Property Owner Information:

Name: _____

Address: _____

Phone: _____ Email: _____

Contractor Information:

Company Name: _____

Representative Name: _____

Contractor's License Number: _____ Exp. Date: _____ Class: _____

Address: _____

Phone No.: _____

Workman's Comp. No.: _____ Exp. Date:_____ Company: _____

City Business License No.: _____ Exp. Date: _____

EVSE Information:

EVSE Charging Level: ❑ Level 1 (120V) ❑ Level 2 (240V) ❑ Level 3 (480V)

Maximum Rating (Nameplate) of EV Service Equipment: _____ kW

Voltage EVSE: _____ V Manufacturer / Model # of EVSE: _____

Mounting of EVSE: ❑ Wall Mount ❑ Pole Pedestal Mount ❑ Other

System Voltage Information:

❑ 120/240V, 1ϕ, 3W ❑ 120/208V, 3ϕ, 4W ❑ 120/240V, 3ϕ, 4W

Rating of Existing Main Electrical Service Equipment: _____ Amperes

Rating of Panel Supplying EVSE (if not directly from Main Service): _____ Amperes

Rating for Circuit for EVSE: _____ Amps / _____ Poles

A/C Rating of EVSE Circuit Breaker (if not Single Family, 400A): _____ A.I.C. (or verify with Inspector in the field)

Specify Either Connected, Calculated, or Documented Demand Load of Existing Panel:

- Connected Load of Existing Panel Supplying EVSE: _____ Amps
- Calculated Load of Existing Panel Supplying EVSE: _____ Amps
- Demand Load of Existing Panel or Service Supplying EVSE: _____ Amps

Total Load (Existing Plus EVSE Load): _____ Amps

For Single Family Dwellings, if Existing Load is not known by any of the above methods, then the Calculated Load may be estimated using the "Single-Family Residential Permitting Application Example" in the Governor's Office of Planning and Research "Zero Emission Vehicles in California: Community Readiness Guidebook." (https://www.opr.ca.gov)

EVSE Rating _____ Amps X 1.25 _____ Amps = Minimum Ampacity of EVSE Conductor = # _____ AWG

For Single-Family: Size of Existing Service Conductors = # _____ AWG or kcmil OR Size of Existing Feeder Conductor Supplying EVSE Panel = # _____ AWG or kcmil (or verify with Inspector in field)

Please provide a link to the manufacturer's installation instructions to be coordinated with the EVSE Manufacturer / Model number as specified in the EVSE Information above: _____

I hereby acknowledge that the information presented is true and correct representation of existing conditions at the job site and that any causes for concern as to life-safety verifications may require further substantiation of information.

Applicant's Signature:_____ Date:_____

Regulations:

15.57.010 - PURPOSE

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B. "Specific adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

C. "Electronic submittal" means the utilization of one or more of the following:

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Consistent with Government Code Section 65850.7, the Building Official shall implement an expedited, streamlined administrative permitting process for electric vehicle charging stations, and adopt a checklist of all requirements with which electric vehicle charging stations shall comply with to be eligible for expedited review. The expedited, administrative streamlined permitting process and checklist may refer to the recommendations contained in the most current version of the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the Zero-Emission Vehicles in California: Community Readiness Guidebook as published by the Governor's Office of Governor's Office of Land Use and Climate Innovation. The City's adopted checklist shall be posted on the City's website.

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C. Consistent with Government Code Section 65850.7, the Building Official shall allow for electronic submittal of permit applications covered by this Chapter and associated supporting documentation. In accepting such permit applications, the Building Official shall also accept electronic signatures on all forms, applications, and other documentation in lieu of a wet signature by any applicant.

15.57.050 – TECHNICAL REVIEW

A. It is the intent of this Chapter to encourage the installation of electric vehicle charging stations by removing obstacles to permit charging stations so long as the action does not supersede the Building Official's authority to address higher priority life-safety situations. If the Building Official makes a finding based on substantial evidence that the electric vehicle charging station could have a specific adverse impact upon the public health or safety, as defined in this Chapter, the City may require the applicant to apply for a use permit in accordance with Title 17.

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15.57.060 - Electric vehicle charging station installation requirements.

A. Electric vehicle charging station equipment shall meet the requirements of the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories, and rules of Pacific Gas & Electric.

B. Installation of electric vehicle charging stations and associated wiring, bonding, disconnecting means and overcurrent

protective devices shall meet the requirements of Article 625 and all applicable provisions of the California Electrical Code.

C. Installation of electric vehicle charging stations shall be incorporated into the load calculations of all new or existing electrical services and shall meet the requirements of the California Electrical Code. Electric vehicle charging equipment shall be considered a continuous load.

D. Anchorage of either floor-mounted or wall-mounted electric vehicle charging stations shall meet the requirements of the California Building or Residential Code as applicable per occupancy, and the provisions of the manufacturer's installation instructions. Mounting of charging stations shall not adversely affect building elements."

CITY OF SHAFTER
CITY COUNCIL REPORT

MEETING DATE: March 3, 2026

DEPARTMENT: Michael James, Assistant City Manager

SUBJECT: COMMUNITY DEVELOPMENT BLOCK GRANT FAIR SHARE FUNDING FOR FISCAL YEARS 2025-2026 AND 2026-2027 FILING OF A PROJECT APPLICATION PUBLIC HEARING

RECOMMENDATION

Council finds that the action is not defined as a "project" per Section 15378(b)(4) of the California Environmental Quality Act (CEQA) Guidelines; conduct a public hearing to receive community input regarding potential uses of CDBG funds for Fiscal Years 2025-2026 and 2026-2027; adopt Resolution No. 3064, a Resolution of the City Council of the City of Shafter, authorizing the submission of an application to the County of Kern for up to the full estimated allocation amount for scalable improvements at Mannel Park, or an alternative eligible project approved by the City Council; and authorize staff to amend the application as necessary to reflect the final confirmed funding amount.

BACKGROUND

The City of Shafter participates with the County of Kern in a cooperative partnership to receive annual allocations of federal Community Development Block Grant (CDBG) funds administered by the U.S. Department of Housing and Urban Development (HUD). The County distributes CDBG funds to participating agencies on a fair-share basis.

By correspondence dated January 16, 2026, the County of Kern notified the City that applications are being accepted for inclusion in the Fiscal Year 2026-2027 Annual Action Plan. The City did not previously apply for Fiscal Year 2025-2026 funding and is therefore seeking inclusion in the current Annual Action Plan cycle. The estimated allocation for Fiscal Years 2025-2026 and 2026-2027 is $246,972, although the final award amount remains subject to federal appropriations and County administrative adjustments.

Eligible CDBG activities include, but are not limited to, park and recreational facility improvements; street and sidewalk construction; water, sewer, and drainage infrastructure; and public facility improvements.

The City is required to conduct a public hearing to obtain community input regarding potential eligible uses of the available CDBG funds. Notice of the public hearing was published in bilingual format in accordance with County requirements.

To further solicit public input, the City conducted a social media poll on February 11, 2026. Results indicate that respondents identified park upgrades (35%) and street lighting improvements (33%) as the highest priorities. When asked which park older than 20 years most needs improvements, Mannel Park received the highest number of responses (47%), followed by Rodriguez Park (41%). Written comments further emphasized lighting, pedestrian safety, drainage improvements, park amenities, and sidewalk connectivity.

Based on community input and staff evaluation of eligible activities, staff is recommending that the City Council authorize submission of an application for up to the full estimated allocation amount for scalable improvements at Mannel Park. Potential improvements may include irrigation system upgrades, installation or repair of sidewalks, tree planting, and additional recreational amenities. These improvements are structured to allow adjustment in scope depending on the final funding amount awarded. Mannel Park is a public facility that serves residents citywide and provides recreational opportunities benefiting all sectors of the community.

As part of the County's application requirements, participating agencies must adopt a resolution authorizing submission of the funding application and the Public Works Director to execute required documents. Accordingly, Resolution No. 3064 has been prepared for Council consideration.

Upon Council approval and adoption of the resolution, staff will submit the CDBG application to the County of Kern. Any subsequent updates to the application, award amounts, or funding agreements will be brought back to the City Council for review and approval as necessary.

No CDBG-funded projects are currently underway. The City Council will conduct a separate public hearing during the March 3, 2026 meeting to consider potential reallocation of previously awarded CDBG funds that had been committed to the Learning Center Chess Garden project and are now available due to the Council's authorization of alternative local funding for that project.

FISCAL IMPACT

There is no fiscal impact associated with conducting the public hearing or authorizing submission of the CDBG application.

If awarded, CDBG funds will provide up to the estimated allocation amount of approximately $246,972, subject to final confirmation by the County of Kern. The proposed improvements at Mannel Park are intended to be scalable and will be adjusted to align with the final award amount.

Any required local match or additional project costs will depend on the final scope of the project and funding award and will be presented to the City Council for consideration and approval at a later date. Upon award and execution of a funding agreement, the project will be brought back to the City Council for acceptance of funds and

appropriation into the appropriate Fiscal Year Budget and Capital Improvement Program, as necessary.

CEQA ANALYSIS

The action is not defined as a “project” per Section 15378(b)(4) of the California Environmental Quality Act (CEQA) Guidelines because it involves the authorization to submit an application for funding and does not constitute a commitment to a specific project that may result in a potentially significant physical impact on the environment. Therefore, the action is not subject to CEQA review.

APPROVED BY THE CITY ATTORNEY

Yes

ATTACHMENTS

1. Resolution No. 3064
2. Notice from County of Kern Regarding Available CDBG Funds (Dated January 16, 2026)
3. Social Media Poll Results (February 11, 2026)

RESOLUTION NO. 3064

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHAFTER AUTHORIZING THE FILING OF APPLICATIONS FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FAIR SHARE FUNDS FOR FISCAL YEARS 2025-2026 AND 2026-2027

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has identified the City of Shafter as authorized to be included in the County of Kern's Community Development Block Grant program entitlement pursuant to Title I of the Housing and Community Development Act of 1974 (Act), as amended; and

WHEREAS, a Cooperation Agreement was executed between this City and the County of Kern to participate in the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Programs; and

WHEREAS, HUD requires the County of Kern to prepare a Consolidated Plan to identify unmet needs, set goals and objectives, and provide a strategic plan for utilizing CDBG and HOME funds to address some of the identified needs contained in the Consolidated Plan; and

WHEREAS, it is the intention of the City of Shafter to participate and cooperate with the County of Kern in undertaking, or assisting in undertaking, essential community development and housing assistance activities, specifically described in the Consolidated Plan.

WHEREAS, the City Council of the City of Shafter held a public hearing on March 3, 2026 to consider public testimony regarding the filing of Fiscal Years 2025-2026 and 2026-2027 CDBG Fair Share Project funds; and

WHEREAS, the City of Shafter expects to receive up to approximately $246,972 in CDBG Fair Share project funds for Fiscal Years 2025-2026 and 2026-2027; and

WHEREAS, the City Council of the City of Shafter has received public testimony and reviewed the anticipated unmet community needs; and

WHEREAS, the City Council of the City of Shafter requests Community Development Block Grant Funding for Fiscal Years 2025-2026 and 2026-2027 to be allocated to additions and enhancements at Mannel Park.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Shafter approves and authorizes the Public Works Director of the City of Shafter to submit the application and to execute agreements and perform all other appropriate acts necessary to accomplish the purpose of this Resolution for the Fiscal Years 2025-2026 and 2026-2027 CDBG "Fair Share" estimated to be $246,972 to be allocated to additions and enhancements at Mannel Park.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED, APPROVED AND ADOPTED this 3rd day of March, 2026.

_____
Chad Givens, Mayor

ATTEST:

_____
Yazmina Pallares, City Clerk

APPROVED AS TO FORM:

_____
Marco A. Martinez, City Attorney

KERN COUNTY
Planning & Natural Resources

Craig M. Murphy, Director
2700 "M" Street, Suite 100
Bakersfield, CA 93301-2323
Phone: (661) 862-8600
TTY Relay 1-800-735-2929
Email: planning@kerncounty.com
Web Address: https://kernplanning.com

January 16, 2026

Lance Lippincott, City Manager
City of Shafter
336 Pacific Ave.
Shafter, CA 93263-2047

RE: **Application Deadline** - Kern County FY 2026-27 Annual Action Plan Community Development Programs

Dear Mr. Lippincott:

Kern County is now receiving applications for eligible Community Development Program projects through **Tuesday, February 17, 2026, at 5:00 p.m.,** to be considered for funding assistance and to be included in the FY 2026-27 Annual Action Plan. This solicitation is in anticipation of U.S. Department of Housing and Urban Development (HUD) grant awards to the County under three federal entitlement programs: Community Development Block Grant (CDBG) Program, HOME Partnerships Investment Program (HOME), and Emergency Solutions Grants (ESG) Program. Although the amount of any award to the County for each of these programs has yet to be determined, these funds may be used for public facility improvements, infrastructure, construction or rehabilitation of housing, the provision of services to persons experiencing homelessness, and other eligible activities (see enclosed list of eligible activities for more details).

Please note that, due to uncertainty in the federal budget and program allocations, any funding award is contingent upon the County's receipt and continued availability of federal grant funds allocated for the proposed project or activity. If such funds are not received by the County, or are reduced or reallocated by HUD prior to completion of a funded project or activity, the County reserves the right to suspend or terminate the award, and no further obligation to provide funding shall exist unless and until grant funds are approved and allocated for that purpose. The awardee shall agree to indemnify and hold the County harmless, in accordance with the terms of the award, from any costs, liabilities, losses, damages, or expenses arising from the termination of the award due to the unavailability of grant funds for implementation of the awarded project or activity.

If your City submitted an application in the prior program year that was not funded and wishes to have it reconsidered for the upcoming program year, please submit a written request to this office by the **February 17, 2026,** application deadline. Any updated information, including revised scope of work, cost estimates, etc., should be included to assist staff in its evaluation.

Information regarding these programs, application forms and guidelines, public notice and meetings, and the County's schedule for preparation of the Annual Action Plan is available at https://kernplanning.com/community-development/. Please check our website periodically for updates. For questions regarding the CDBG Program, contact James Golden at goldenj@kerncounty.com or 661-862-5130. For questions regarding the HOME and ESG Programs, contact Catherine Vasquez at Vasquezc@kerncounty.com or 661-862-5062.

Sincerely,

CRAIG M. MURPHY, Director
Kern County Planning & Natural Resources Department

CDBG SOCIAL MEDIA POLL

February 11, 2026

Shafter
CALIFORNIA

Total performance | Facebook | Instagram

Overview

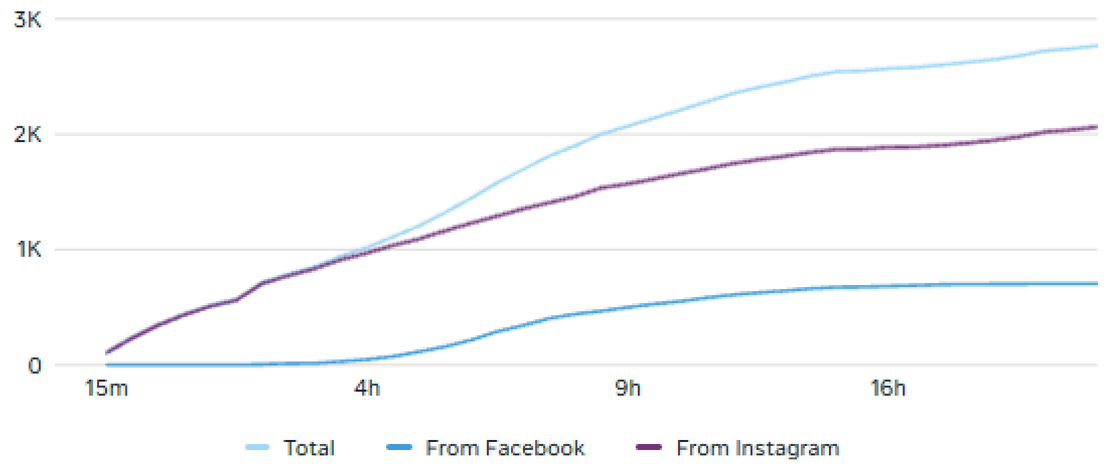
Views	Interactions	Link clicks	Follows
2,768	13	0	0

Views 2,768

704 from Facebook

2,064 from Instagram

Total | Followers

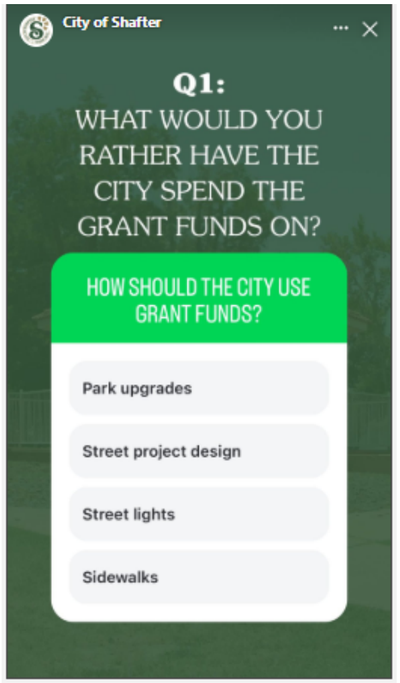


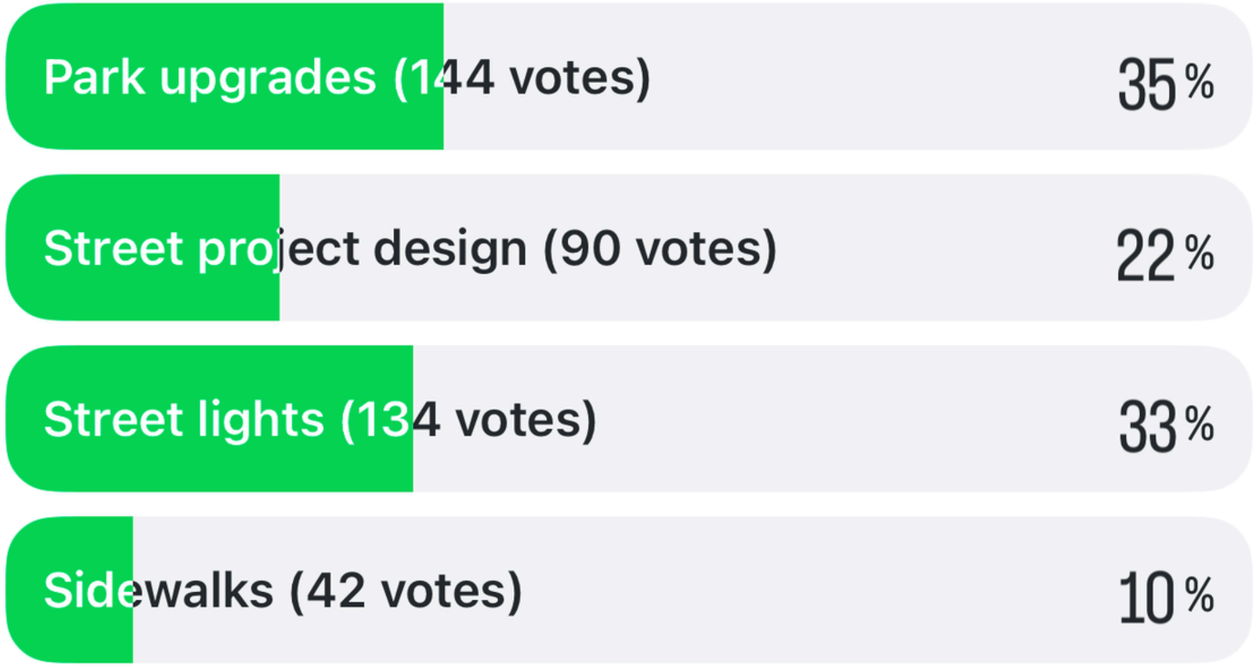
Interactions 13

3 from Facebook

10 from Instagram

Likes	Replies	Shares
5	6	2





Total performance | Facebook | Instagram

Overview

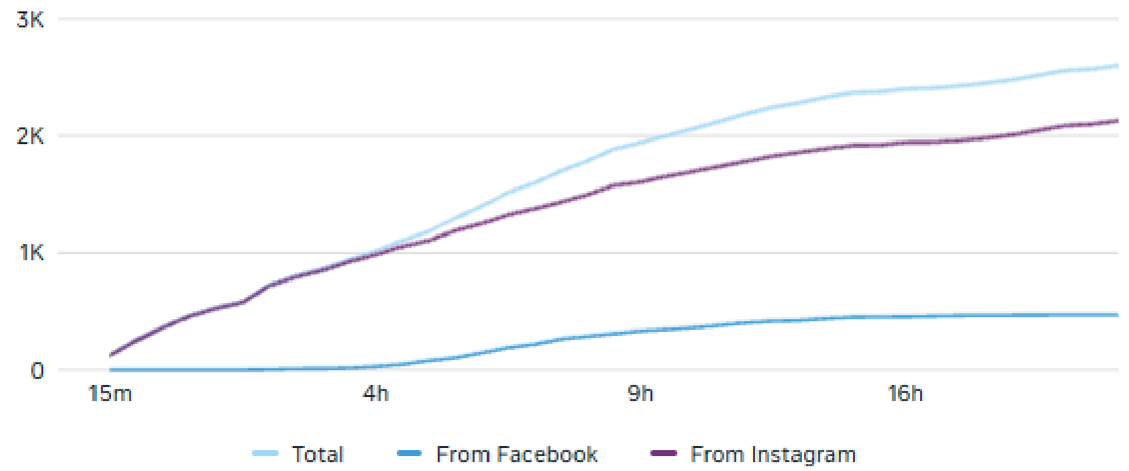
Views	Interactions	Link clicks	Follows
2,600	5	0	0

Views 2,600

471 from Facebook

2,129 from Instagram

Total | Followers

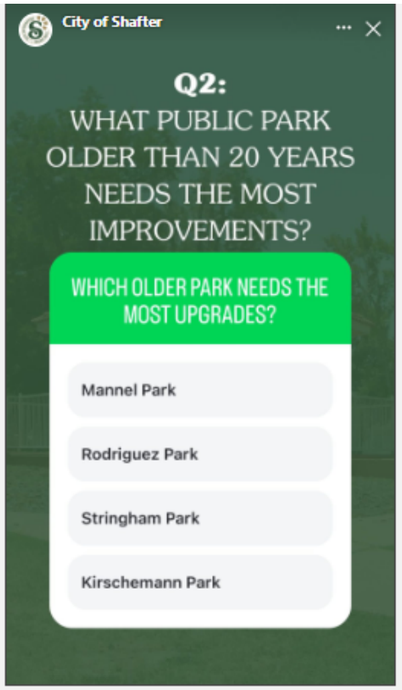


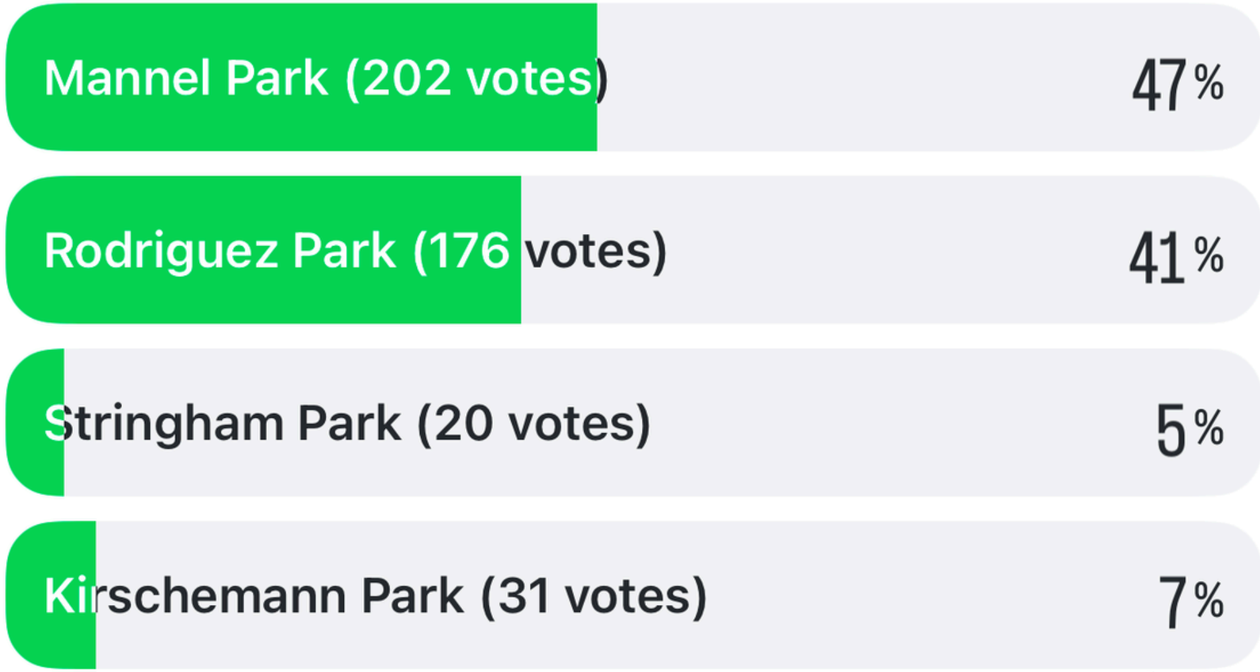
Interactions 5

0 from Facebook

5 from Instagram

Likes	Replies	Shares
3	1	1





Total performance | Facebook | Instagram

Overview

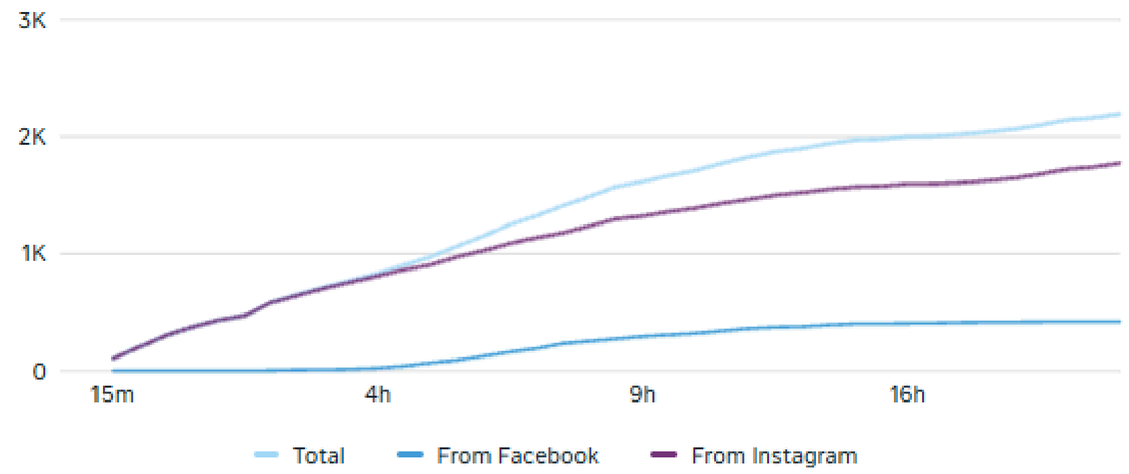
Views	Interactions	Link clicks	Follows
2,193	2	0	0

Views 2,193

421 from Facebook

1,772 from Instagram

Total | Followers

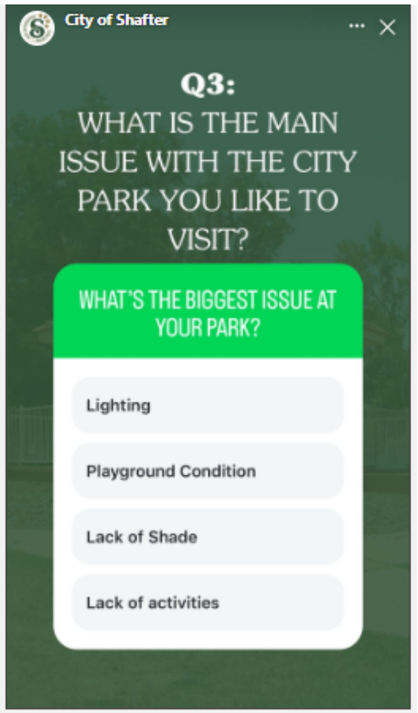


Interactions 2

0 from Facebook

2 from Instagram

Likes	Replies	Shares
1	1	0



Lighting (117 votes) 27%

Playground Condition (66 votes) 15%

Lack of Shade (95 votes) 22%

Lack of activities (161 votes) 37%

Total performance | Facebook | Instagram

Overview

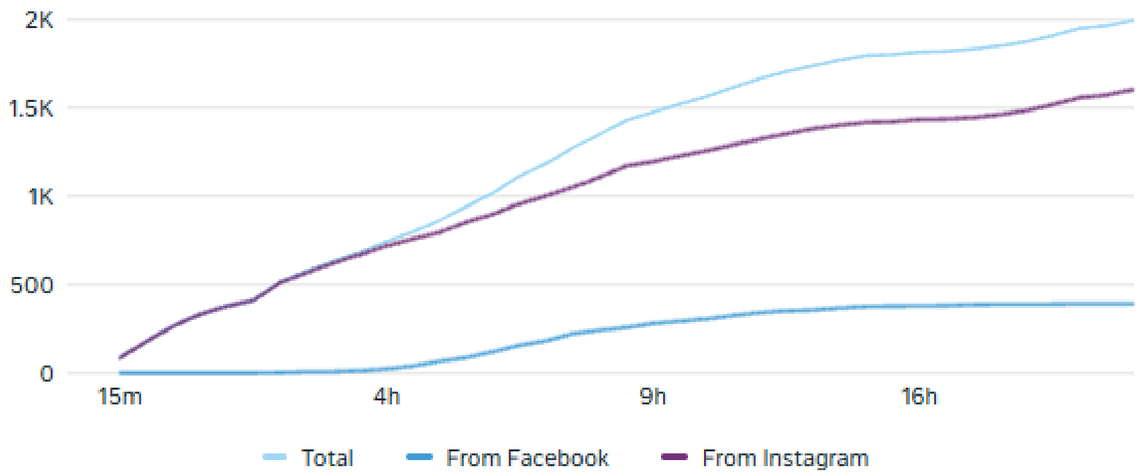
Views	Interactions	Link clicks	Follows
1,996	20	0	0

Views 1,996

392 from Facebook

1,604 from Instagram

Total | Followers



Interactions 20

1 from Facebook

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Likes	Replies	Shares
4	0	16

Responses

See all >

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CITY OF SHAFTER
CITY COUNCIL REPORT

MEETING DATE: March 3, 2026

DEPARTMENT: Michael James, Assistant City Manager

SUBJECT: COMMUNITY DEVELOPMENT (CD) FUNDING ACTIVITY NUMBERS 18.22.1 AND 18.23.1 FOR POTENTIAL PROJECTS REALLOCATION PUBLIC HEARING

RECOMMENDATION

Council find that the action is not defined as a "project" per Section 15378(b)(4) of the CEQA Guidelines; conduct a public hearing regarding the proposed cancellation of CD Activities 18.22.1 and 18.23.1 and the reallocation of associated CDBG funds; adopt Resolution No. 3065, a Resolution of the City Council of the City of Shafter, authorizing the cancellation of CD Activities 18.22.1 and 18.23.1 and the reallocation and consolidation of associated CDBG funds for improvements at Rodriguez Park, or an alternative eligible CDBG project approved by the City Council; and authorize staff to take all actions necessary to effectuate the funding reallocation consistent with Council direction.

BACKGROUND

The City of Shafter participates with the County of Kern in a cooperative agreement to receive federal Community Development Block Grant (CDBG) funds administered by the U.S. Department of Housing and Urban Development (HUD). These funds are allocated on a fair-share basis and must be used for eligible activities that principally benefit low- and moderate-income residents.

The City Council previously authorized the use of CDBG funding for improvements at the Shafter Library and Learning Center associated with the Chess Garden project. At a subsequent meeting, the City Council authorized the use of local funds in lieu of the previously committed CDBG allocations in order to expedite completion of that project. As a result, Community Development (CD) Activities 18.22.1 and 18.23.1 are no longer needed for their original purpose, and the associated CDBG funds are available for reallocation.

County staff have requested that the City advertise and conduct a public hearing regarding the proposed cancellation of CD Activities 18.22.1 and 18.23.1 and the reallocation of those funds, totaling to $248,805, to another eligible project.

The City Council will conduct two public hearings at its March 3, 2026 meeting related to CDBG funding. A separate agenda item addresses the submission of an application

for new CDBG funding for Fiscal Years 2025–2026 and 2026–2027 under the current agreement with the County of Kern. This item is limited to the reallocation of previously awarded CDBG funds.

To solicit community input regarding the use of CDBG funds, the City conducted a social media poll on February 11, 2026 . Results indicated that park upgrades (35%) and street lighting improvements (33%) were identified as the highest priorities. When asked which public park older than 20 years most needs improvements, Mannel Park received 47% of responses and Rodriguez Park received 41%. Written comments emphasized lighting, pedestrian safety, drainage improvements, shade, and expanded recreational amenities.

Rodriguez Park has previously been identified for recreational improvements funded through prior CDBG allocations. The Public Works Director has identified a funding gap associated with planned improvements at Rodriguez Park, including sports field lighting upgrades and drainage improvements in and around the park. Staff therefore recommends reallocating the funds from CD Activities 18.22.1 and 18.23.1 to Rodriguez Park to address the identified shortfall and advance completion of the project. The following is a breakdown of CDBG funding for Rodriguez Park with the potential addition of reallocated funds.

Source of Funds	Amount of Funding Expected
Community Development Block Grant FY 18-19*	$83,000
Community Development Block Grant FY 19-20*	$120,000
Community Development Block Grant FY 20-21*	$120,000
Community Development Block Grant FY 21-22*	$120,000
Community Development Block Grant FY 24-25*	$120,000
Sub-Total CDBG Funding	$563,000
Reallocated Chess Garden Project Funds	*$248,805*
Total Project Funding	***$811,805***

(*) - All funds listed are based on preliminary estimates.

The City Council retains discretion to select an alternative eligible CDBG project for reallocation.

FISCAL IMPACT

The proposed action will not change the City's overall CDBG funding commitment but will reassign previously awarded federal funds from CD Activities 18.22.1 and 18.23.1 to a different eligible project. The total amount proposed for reallocation, representing the remaining balance of funds originally committed to the Learning Center Chess Garden project, will be identified in the accompanying resolution.

If approved, the reallocated funds will be applied toward identified funding gaps associated with planned improvements at Rodriguez Park. No local match funds are required as part of this reallocation.

Following Council approval of the reallocation, the County of Kern is expected to prepare or amend the applicable funding agreement. The agreement will be brought back to the City Council for approval prior to implementation. Any necessary budget adjustments or Capital Improvement Program amendments will be presented to the Council at that time.

CEQA ANALYSIS

The proposed action consists of canceling previously approved CDBG activities and reallocating existing federal grant funds to another eligible project. This action constitutes a governmental fiscal activity involving the reassignment of funding and does not represent approval of construction or a commitment to a specific development project at this time.

Pursuant to Section 15378(b)(4) of the California Environmental Quality Act (CEQA) Guidelines, the creation of a governmental funding mechanism or other fiscal activity that does not involve a commitment to a specific project that may result in a potentially significant physical impact on the environment is not defined as a “project.” Accordingly, the proposed cancellation and reallocation of CDBG funds is not a project subject to CEQA.

Any future approval of a specific construction contract, site improvements, or other physical development at Rodriguez Park, or any alternative project selected by the City Council, will be subject to separate environmental review under CEQA, as appropriate. Because the funding source includes federal Community Development Block Grant funds, the County of Kern will oversee compliance with the National Environmental Policy Act (NEPA) prior to project implementation.

APPROVED BY THE CITY ATTORNEY

Not Applicable

ATTACHMENTS

1. Resolution No. 3065
2. CDBG Social Media Poll (February 11, 2026)

RESOLUTION NO. 3065

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHAFTER AUTHORIZING THE CANCELLATION OF COMMUNITY DEVELOPMENT (CD) ACTIVITIES 18.22.1 & 18.23.1 AND CONSOLIDATION OF CD ACTIVITIES FUNDING

WHEREAS, the U.S. Department of Housing and Urban Development ("HUD") has identified the City of Shafter ("City") as authorized to be included in the County of Kern ("County")'s Community Development Block Grant ("CDBG") program entitlement pursuant to Title I of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, a Cooperation Agreement was executed between the City and the County to participate in the CDBG and HOME Investment Partnerships ("HOME") Programs; and

WHEREAS, HUD requires the County to prepare a Consolidated Plan to identify unmet needs, set goals and objectives, and provide a strategic plan for utilizing CDBG and HOME funds to address some of the identified needs contained in the Consolidated Plan; and

WHEREAS, it is the intention of the City to participate and cooperate with the County in undertaking, or assisting in undertaking, essential community development and housing assistance activities, specifically described in the Consolidated Plan; and

WHEREAS, at the City Council ("Council") previously and separately adopted Resolution No. 2837 and Resolution No. 2897 authorizing the use of two of the City's annual CDBG program funding allocations toward improvements at the Shafter Library and Learning Center, located at 236 James Street; and

WHEREAS, the Council later approved an activity agreement with the County to utilize said CDBG funding to complete improvements at the Shafter Library and Learning Center, said agreement specifically referred to Community Development ("CD") Activities 18.22.1 and 18.23.1; and

WHEREAS, at its October 21, 2025 meeting, the Council authorized the use of solely local funds in lieu of funds previously authorized through CD Activities 18.22.1 and 18.23.1 to expedite completion of the project; and

WHEREAS, on July 19, 2022, the Council adopted Resolution No. 2882, which authorized: (1) the cancellation of CD Activity 18.18.1; (2) the consolidation of CD Activity 18.18.1 funds with City CDBG allocations for Fiscal Years 2019-2020, 2020-2021, and 2021-2022 not yet assigned a funding agreement number; and (3) the use of the consolidated CDBG funding for a single funding agreement project dedicated to recreational improvements at Rodriguez Park; and

WHEREAS, on January 10, 2023, the Council adopted Resolution No. 2902, which further authorized the cancellation of CD Activity 18.19.1 for the purpose of reallocating CDBG funds toward improvements at Rodriguez Park; and

WHEREAS, the Public Works Director identified a funding shortage for the planned improvements at Rodriguez Park and has made a request of the Council to authorize the reallocation of CD Activities 18.22.1 and 18.23.1 for said improvements; and

WHEREAS, County staff have requested that the City advertise and conduct a public hearing regarding the cancellation of CD Activities 18.22.1 and 18.23.1 and the reallocation of associated funding toward improvements at Rodriguez Park; and

WHEREAS, the Council has received public testimony and reviewed the anticipated unmet community needs; and

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

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

Section 2. Reallocation of CD Activities Funds. The City Council hereby authorizes all of the following: (1) the cancellation of CD Activities 18.22.1 and 18.23.1; (2) the consolidation of CD Activities 18.22.1 and 18.23.1 funds with City CDBG allocations for Fiscal Years 2018-2019, 2019-2020, 2020-2021, and 2021-2022 not yet assigned a funding agreement number; and (3) the use of all consolidated CDBG funding for one funding agreement project dedicated to recreational improvements at Rodriguez Park.

Section 3. Severability. If any provision of this Resolution or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are hereby declared to be severable.

Section 4. Effective Date. This Resolution shall take effect and be in full force and effect upon its adoption.

PASSED, APPROVED AND ADOPTED this 3rd day of March, 2026.

_____
Chad Givens, Mayor

ATTEST:

_____
Yazmina Pallares, City Clerk

APPROVED AS TO FORM:

_____
Marco A. Martinez, City Attorney

CDBG SOCIAL MEDIA POLL

February 11, 2026

Shafter
CALIFORNIA

Total performance | Facebook | Instagram

Overview

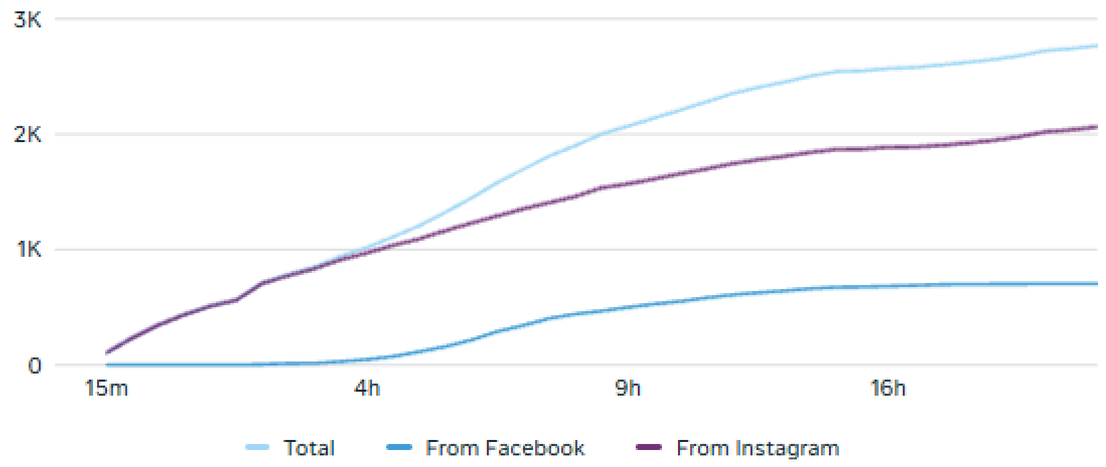
Views	Interactions	Link clicks	Follows
2,768	13	0	0

Views 2,768

704 from Facebook

2,064 from Instagram

Total | Followers

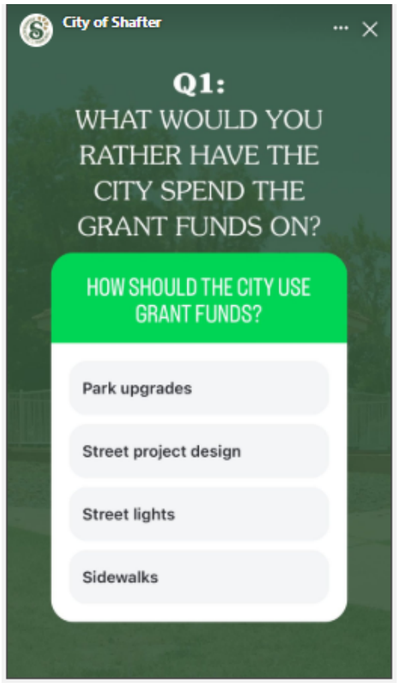


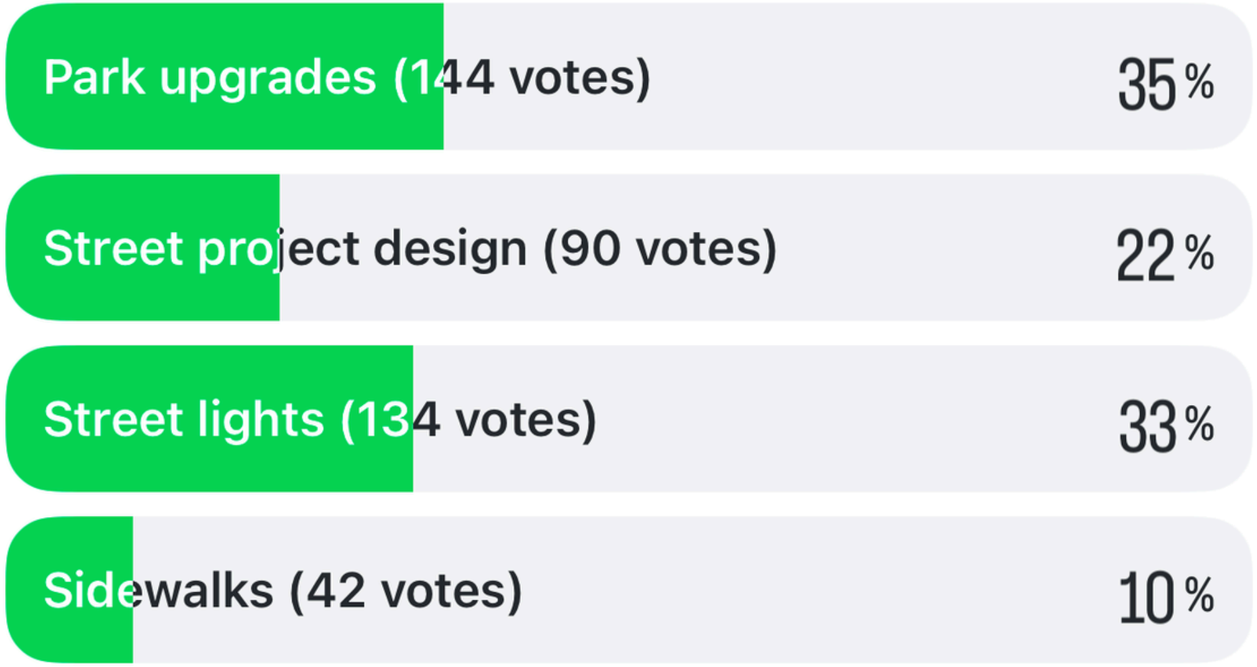
Interactions 13

3 from Facebook

10 from Instagram

Likes	Replies	Shares
5	6	2





Total performance | Facebook | Instagram

Overview

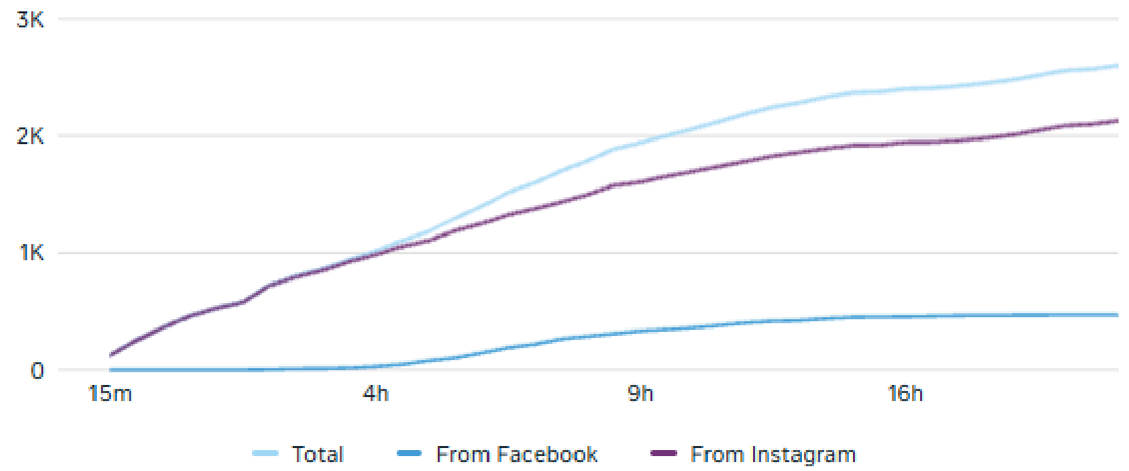
Views	Interactions	Link clicks	Follows
2,600	5	0	0

Views 2,600

471 from Facebook

2,129 from Instagram

Total | Followers

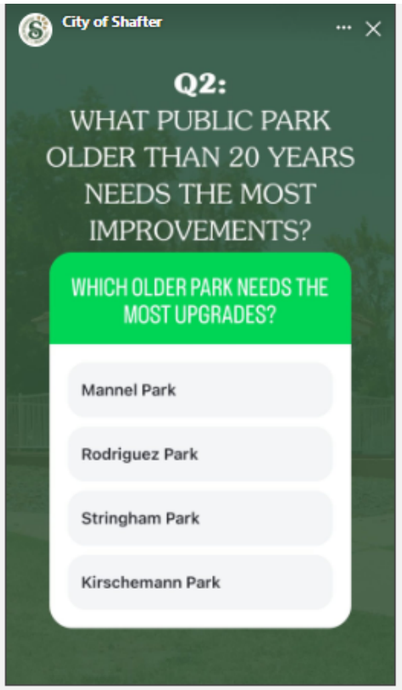


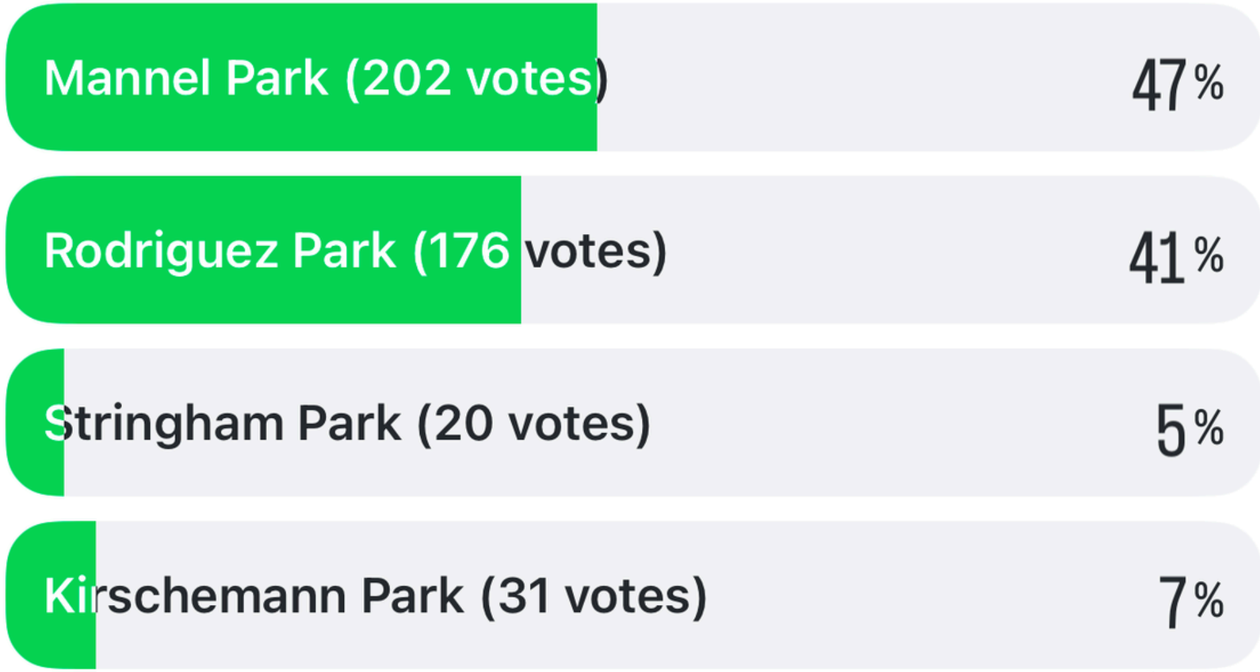
Interactions 5

0 from Facebook

5 from Instagram

Likes	Replies	Shares
3	1	1





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Views 2,193

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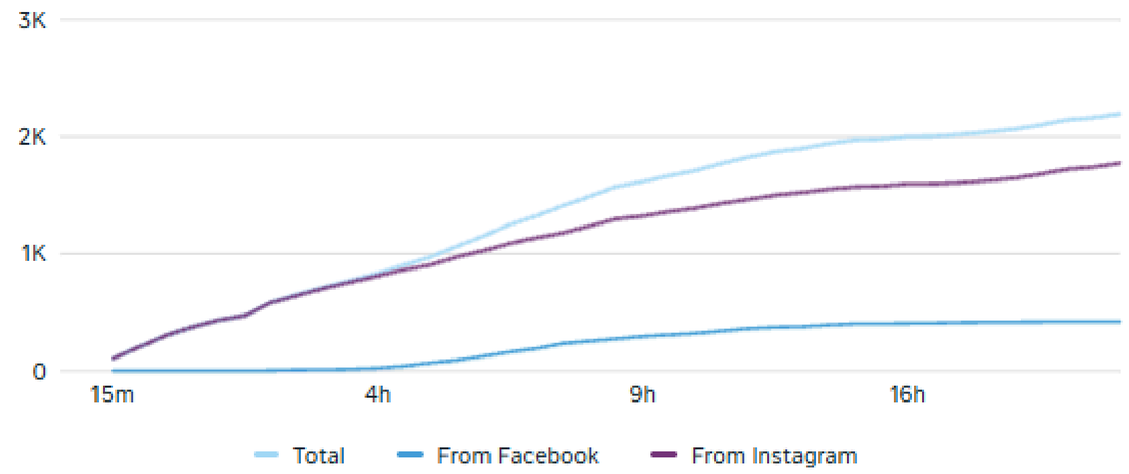
1,772 from Instagram

Total | Followers

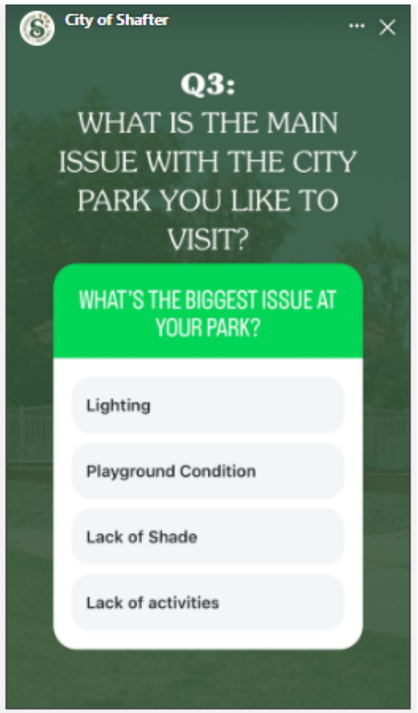


Interactions 2

0 from Facebook

2 from Instagram

Likes	Replies	Shares
1	1	0



Lighting (117 votes) 27%

Playground Condition (66 votes) 15%

Lack of Shade (95 votes) 22%

Lack of activities (161 votes) 37%

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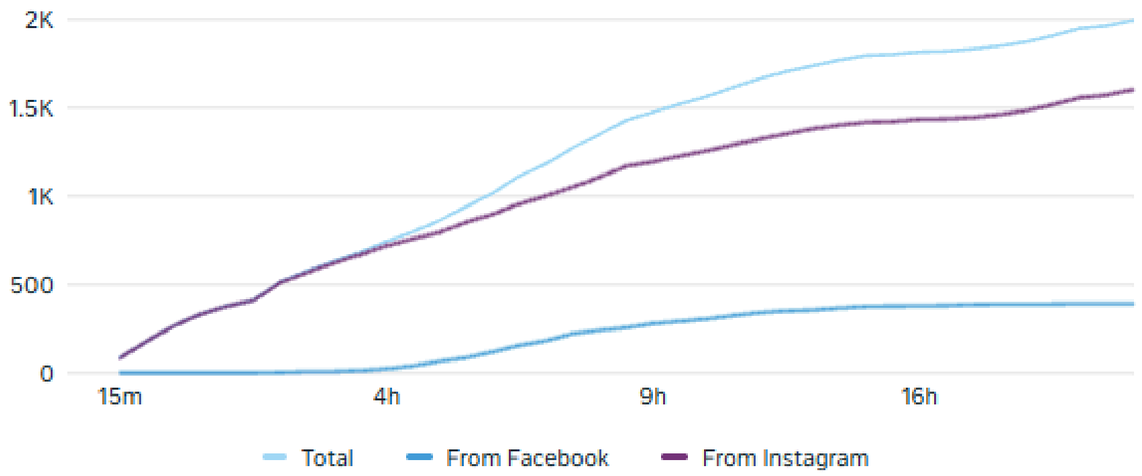

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CITY OF SHAFTER
CITY COUNCIL REPORT

MEETING DATE: March 3, 2026

DEPARTMENT: Kamal Siada, Economic Development Director, Giovanni Perez, Economic Development Coordinator

SUBJECT: RESOLUTION APPROVING LEASE AGREEMENT WITH WONDERFUL REAL ESTATE LLC FOR USE OF EXISTING CITY RAIL FACILITY LOCATED AT APNS 091-252-72, 091-253-09, 091-261-13, portion of 091-261-16, and 090-180-29

RECOMMENDATION

Council find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 and 15302; and adopt Resolution No. 3067, authorizing the City Manager to enter into a lease agreement with the Wonderful Industrial Park Logistics LLC ("Tenant") for the use of the City's existing rail facility located at APNs 091-252-72, 091-253-09, 091-261-13, portion of 091-261-16, and 090-180-29 (the "Lease").

BACKGROUND

Background

In 2015, the City of Shafter completed construction of a rail facility located between the BNSF Mainline and Wonderful Logistics Center ("Rail Facility"). The Rail Facility is sited on approximately 34.5 acres of property owned by the City and consists of approximately 22,000 feet of track including connections to the BNSF and track that lead into the adjacent Industrial Park. The Rail Facility also contains improvements to facilitate switching operations, transloading, rail car storage, rail car cleaning, and other related uses for potential users. The primary beneficiaries of the service were oil & gas service companies who ceased their operations in Shafter as a result of the industry decline in Kern County. Although these facilities exist on the current Rail Facility, several of the improvements are in need of repair.

A successful reactivation of the Rail Facility as a rail transload and intermodal operation would require substantial private capital investment, and long-term operational commitment beyond the City's ownership of the rail parcel alone.

Based on these findings, staff engaged in negotiations with Wonderful Industrial Park Logistics LLC, which controls adjacent land to support a full-scale intermodal operation and demonstrated the financial capacity and willingness to invest in reactivating the facility. Over the course of negotiations, staff focused on structuring a lease that would ensure market-based consideration, long-term revenue stability, and full transfer of

construction, financing, and operational risk to the tenant. The resulting Lease Agreement reflects these objectives while providing the City with a fixed, escalating revenue stream and avoiding any City capital investment or operational exposure.

Proposed Lease Agreement

The proposed Lease is between the City (Landlord) and Wonderful Industrial Park Logistics LLC (Tenant) for the City's rail facility property ("**Premises**")

- The Lease has an initial term of 26 years, with two Tenant extension options of 12 years each (maximum 50 years). The "Commencement Date" is the earlier of (i) 12 months after execution, or (ii) when Tenant commences operations.
- Tenant may access the Premises during an "Early Access Period" (from execution up to the earlier of the first anniversary or Commencement Date) to begin preparation and improvements, subject to insurance and the Security Deposit, but with no rent due until the Commencement Date.
- The Lease provides the City with a fixed, escalating rent stream and shifts repair, maintenance, and operating responsibility to Tenant. Base rent is $918,330 per year ($76,527.50 per month) starting at the Commencement Date, escalating 3% annually for the first 10 years, then adjusting annually by CPI (no decreases; capped at 3% per year). Tenant provides a $153,055 security deposit to secure performance.
- Tenant is responsible for taxes/possessory interest taxes and all costs to maintain, repair, and operate the Premises and improvements, with the City's role largely limited to contract administration/oversight.
- The permitted use is operation of the rail facility and related ancillary uses.
- Tenant may construct and modify "Tenant Improvements" at its sole cost, with City consent for "Fixed Vertical Improvements" (buildings/structures rising above ground level) which require the City's prior written consent in its landowner capacity, separate of any permits or entitlements remain subject to separate City review and approval in its regulatory capacity.
- The Lease repeatedly confirms that nothing in the Lease is a regulatory approval: the City is acting as property owner under the Lease, the Lease does not commit the City to issue permits/entitlements, and the City expressly reserves its police powers and independent legal obligations for all required governmental reviews and findings.

Shafter Municipal Code, Section 2.74.010, authorizes the leasing of City property for terms greater than 55 years. Although its terms apply specifically to leases over 55 years and this Lease Agreement is for a max term of 50-year extensions, this Lease Agreement was negotiated and reviewed with the factors contained in Section 2.74.010 in mind. Specifically:

A. Because the term is not greater than 55 years, the lease has not been made subject to periodic review by the city council. Nonetheless, any City approvals required under the Lease are proprietary landlord consents given in the City's capacity as property owner (including, without limitation, consent for any Fixed Vertical

Improvements). The Lease does not constitute and shall not be construed as any regulatory permit, entitlement, license, or other governmental approval, nor as a waiver of applicable laws. Tenant remains solely responsible for obtaining all permits and approvals required by law, and the City retains its full police powers and independent discretion in its governmental and regulatory capacity.

B. The lease has taken into consideration current market conditions. In 2023, the City commissioned a market study to gauge interest in the use of the Rail Facility by potential users and the terms such agreements could contain.

C. The public interest is served by the execution of the Lease. Approval of the Lease Agreement will result in the re-use of an existing Rail Facility, eliminating the need for the City to spend funds to maintain it and will provide the City with lease revenue beginning at $918,330 in Year 1, with annual escalations of 3% for the first 10 years and thereafter annual CPI-based increases (no decreases; capped at 3% per year) over the 26-year Initial Term for the City's rail fund.

D. The consideration obtained in exchange for the Lease is reasonable, appropriate, and proportionate to the value of the property.

E. A lease for a shorter period is not feasible under the circumstances. In order to amortize the cost of required repairs of existing facilities and additional improvements needed for the Rail Facility, a shorter term is not feasible, and the proposed term is appropriate.

F. City property covered by this agreement encompasses 5 parcels: APNS 091-252-72, 091-253-09, 091-261-13, portion of 091-261-16, and 090-180-29.

FISCAL IMPACT

Over the past several fiscal years, the Rail Facility has generated little to no revenue while continuing to incur operating expenses averaging approximately $100,000 to $150,000 annually, resulting in recurring losses. Approval of the Lease Agreement reverses this trend by converting a cost center into a revenue-generating asset and eliminating ongoing operating subsidies.

The proposed Lease Agreement will result in a significant positive fiscal impact to the Rail Fund while avoiding future capital and maintenance obligations.
The City will receive $918,330 in annual base rent in Year 1, with contractual annual escalations that provide a predictable and inflation-protected revenue stream over the 26-year Initial Term. Over the life of the Initial Term, the Lease is expected to generate tens of millions of dollars in cumulative lease revenue.

The City will also receive a $153,055 security deposit to secure Tenant performance under the Lease.

All costs associated with repair, rehabilitation, maintenance, and operation of the Rail Facility will be borne by the Tenant. Ongoing City costs are expected to be limited to

contract administration and compliance oversight and can be absorbed within existing resources.

CEQA ANALYSIS

Approval of the Lease Agreement for the operation of an existing Rail Facility is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15301 (Class 1 – Existing Facilities) and, alternately, Section 15302 (Replacement or Reconstruction) of the CEQA Guidelines.

Section 15301 applies to the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing structures, facilities, mechanical equipment, or topographical features where the project involves negligible or no expansion of existing or former use. (State CEQA Guidelines, § 15301.) Here, consistent with Section 15301, the proposed Lease Agreement would authorize the operation of the existing Rail Facility in the manner contemplated when approved in 2002 and constructed between 2002 and 2015. Further, the proposed Lease Agreement would authorize the operator to repair/replace existing improvements, but does not authorize expansion of buildings, or rail lines on the site.

Section 15302 applies to the replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced. Here, consistent with Section 15302, the proposed Lease Agreement would authorize the potential replacement of existing improvements on the same site with substantially the same purpose and capacity of the existing facility.
In addition, CEQA Guidelines Section 15300.2 lists the following exceptions to categorical exemptions:

a) Location. Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located – a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

The City is proposing a categorical exemption under Sections 15301 and 150302 (Class 1 and 2). Therefore, Exception (a) would not apply to the project

b) Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.

This Exception disallows a categorical exemption to be used for a project when the cumulative impact of successive projects "of the same type in the same place over time" has a narrower definition than the broad definition of cumulative impacts as defined and applied elsewhere in CEQA practice. Further in *Robinson v. City & County of San Francisco* (2012) 208 Cal.App.4th 950, 958, the court held that the phrase "in

the same place" should be interpreted to refer to the area where the environmental impact will occur and that the affected area will depend on the nature of the environmental impact.

Here, proposed Lease Agreement authorizes the operation of the existing Rail Facility and the repair/replacement of existing improvements, but does not authorize expansion of buildings, or rail lines on the site. No other projects are currently proposed in this area of the City for the construction or operation of a new rail facility. As such, the impacts of the proposed Lease Agreement are not cumulatively considerable, and Exception (b) would not apply.

c) Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

This exception applies only when both unusual circumstances and a significant impact as a result of those unusual circumstances are shown (*Berkeley Hillside Preservation v City of Berkeley* "*Berkeley Hillside*" (2015) 60 Cal.4th 1086, 1104). As the Supreme Court explained in *Berkeley Hillside*, the City's determination whether this exception applies involves two distinct questions: (1) whether the project presents unusual circumstances, and (2) if the project presents unusual circumstances, whether there is a reasonable possibility that a significant environmental impact will result from those unusual circumstances. (60 Cal.4th at 1098.) The City considers the second prong of this two-part test only if it first finds that some circumstance of the project is unusual. If the City finds that the project does not present unusual circumstances, the exception is inapplicable, and the agency need not reach the second prong of the two-part test.

Here, the City's determination whether the proposed Lease Agreement presents unusual circumstances involves a factual inquiry under which the City weighs the relevant evidence to determine if those circumstances are unusual in comparison with other projects subject to CEQA Guidelines Section 15301 or 15302. The proposed Lease Agreement would allow the operation of the Rail Facility, an activity typical for other similar projects in the City that have been approved pursuant to the CEQA Guidelines section 15301 and 15302 exemption. An example of a similar project approved by the City pursuant to the CEQA Guidelines Section 15301 exemption is the improvements to the former Modified Community Correctional Facility Remodel Project and an example of a similar project approved by the City pursuant to CEQA Guidelines section 15302 is the Shafter Avenue Pedestrian Improvement Project As such, there is no reasonable possibility that the proposed Lease Agreement will have a significant effect on the environment due to unusual circumstances, and this exception (c) does not apply.

d) Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.

There are no scenic highways near the Rail Facility or in the City of Shafter. As such, the approval of the proposed Lease Agreement would have no impact on scenic resources within a State scenic highway and this exception (d) does not apply.

e) Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

Government Code Section 65962.5 requires the Department of Toxic Substance Control and State Water Resources Control Board to compile and update a regulatory site listing (per the criteria of the Section). The California Department of Health Services is also required to compile and update, as appropriate, a list of all public drinking water wells that contain detectable levels of organic contaminants and that are subject to water analysis pursuant to Health and Safety Code Section 116395. Section 65962.5 requires the local enforcement agency, as designated pursuant to Section 18051 of Title 14 of the CCR, to compile, as appropriate, a list of all solid waste disposal facilities from which there is a known migration of hazardous waste. The Rail Facility site is not included on any list compiled pursuant to Section 65962.5 of the Government Code (Hazardous Waste). As such, this exception (e) does not apply.

f) Historical Resources. A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

The Rail Facility, which was constructed between 2002 and 2015, is not a historic resource nor are there any historic resources in the area of the Rail Facility. As such, this exception (f) does not apply.

APPROVED BY THE CITY ATTORNEY

Yes

ATTACHMENTS

1. Resolution No. 3067
2. Shafter Rail Property - WIPL EXECUTED Ground Lease(3587139.1)
3. RailLease_CouncilPresentation_030326

RESOLUTION NO. 3067

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHAFTER APPROVING LEASE AGREEMENT WITH WONDERFUL INDUSTRIAL PARK LOGISTICS LLC FOR USE OF EXISTING CITY RAIL FACILITY GENERALLY LOCATED EAST OF SANTA FE WAY, NORTH OF SEVENTH STANDARD ROAD AND SOUTH OF BURBANK STREET ADJACENT TO THE BNSF RAIL LINE AT APNS 091-252-72, 091-253-09, 091-261-13, PORTION OF 091-261-16, AND 090-180-29

WHEREAS, the City of Shafter (the "City") is a municipal corporation, duly organized as a Charter City under the constitution and laws of the State of California; and

WHEREAS, the City of Shafter owns property located east of Sante Fe Way, North of Seventh Standard Road and South of Burbank Street Adjacent to the BNSF Rail line encompassed by APNs 091-252-72, 091-253-09, 091-261-13, portion of 091-261-16, and 090-180-29 that is currently developed with a rail facility located between the BNSF Mainline and Wonderful Industrial Park ("Rail Facility"); and

WHEREAS, the Rail Facility is sited on approximately 34.5 acres of property and consists of approximately 22,000 feet of track including connections to the BNSF and track that lead into adjacent properties and other existing improvements to facilitate switching operations, transloading, rail car storage, rail car cleaning and other related uses for potential users; and

WHEREAS, on May 5, 2022 the City of Shafter complied with the requirements of the California Surplus Land Act by making the Subject Property available for housing development purposes to any interested developers (Notice Period); and

WHEREAS, at the conclusion of the Notice Period, no interested parties requested to negotiate the use of the Subject Property for housing purposes; and

WHEREAS, Shafter Municipal Code, Section 2.74.010, authorizes the leasing of City property, including leases for terms greater than 55 years; and

WHEREAS, Lease of the Subject Property provides the City with substantial public benefits including a revenue stream to supplement the general fund, on-going maintenance of the facilities located on the Subject Property and significant reductions in truck emissions in the area.

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. The City Council of the City of Shafter ("City Council") finds that approval of the Lease Agreement is in the public interest, provides the City with substantial public benefits and authorizes the use of the Subject Property in the manner in which it was intended when originally developed. The City Council further finds that approval of the Lease Agreement for the operation of an existing Rail Facility is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15301 (Class 1 – Existing Facilities) and, alternately, Section 15302 (Replacement or

Reconstruction) of the CEQA Guidelines.

Section 15301 applies to the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing structures, facilities, mechanical equipment, or topographical features where the project involves negligible or no expansion of existing or former use. (State CEQA Guidelines, § 15301.) Here, consistent with Section 15301, the proposed Lease Agreement would authorize the operation of the existing Rail Facility in the manner contemplated when approved in 2002 and constructed between 2002 and 2015. Further, the proposed Lease Agreement would authorize the operator to repair/replace existing improvements, but does not authorize expansion of buildings, or rail lines on the site.

The City Council further finds that approval of this Lease Agreement is exempt pursuant to Section 15302. Section 15302 applies to the replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced. Here, consistent with Section 15302, the proposed Lease Agreement would authorize the potential replacement of existing improvements on the same site with substantially the same purpose and capacity of the existing facility.

In addition, CEQA Guidelines Section 15300.2 lists the following exceptions to the use of categorical exemptions:

a) Location. Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located – a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

The City is proposing a categorical exemption under Sections 15301 and 150302 (Class 1 and 2). Therefore, Exception (a) would not apply to the project.

b) Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.

This Exception disallows a categorical exemption to be used for a project when the cumulative impact of successive projects "of the same type in the same place over time" has a narrower definition than the broad definition of cumulative impacts as defined and applied elsewhere in CEQA practice. Further in Robinson v. City & County of San Francisco (2012) 208 Cal.App.4th 950, 958, the court held that the phrase "in the same place" should be interpreted to refer to the area where the environmental impact will occur and that the affected area will depend on the nature of the environmental impact.
Here, proposed Lease Agreement authorizes the operation of the existing Rail Facility and the repair/replacement of existing improvements, but does not authorize

expansion of buildings, or rail lines on the site. No other projects are currently proposed in this area of the City for the construction or operation of a new rail facility. As such, the impacts of the proposed Lease Agreement are not cumulatively considerable, and Exception (b) would not apply.

c) Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

This exception applies only when both unusual circumstances and a significant impact as a result of those unusual circumstances are shown. (Berkeley Hillside Preservation v City of Berkeley "Berkeley Hillside" (2015) 60 Cal.4th 1086, 1104) As the Supreme Court explained in Berkeley Hillside, the City's determination whether this exception applies involves two distinct questions: (1) whether the project presents unusual circumstances, and (2) if the project presents unusual circumstances, whether there is a reasonable possibility that a significant environmental impact will result from those unusual circumstances. (60 Cal.4th at 1098.) The City considers the second prong of this two part test only if it first finds that some circumstance of the project is unusual. If the City finds that the project does not present unusual circumstances, the exception is inapplicable, and the agency need not reach the second prong of the two part test.

Here, the City's determination whether the proposed Lease Agreement presents unusual circumstances involves a factual inquiry under which the City weighs the relevant evidence to determine if those circumstances are unusual in comparison with other projects subject to CEQA Guidelines Section 15301 or 15302. The proposed Lease Agreement would allow the operation of the Rail Facility, an activity typical for other similar projects in the City that have been approved pursuant to the CEQA Guidelines section 15301 and 15302 exemption. An example of a similar project approved by the City pursuant to the CEQA Guidelines Section 15301 exemption is the improvements to the former Modified Community Correctional Facility Remodel Project and an example of a similar project approved by the City pursuant to CEQA Guidelines section 15302 is the Shafter Avenue Pedestrian Improvement Project As such, there is no reasonable possibility that the proposed Lease Agreement will have a significant effect on the environment due to unusual circumstances, and this exception (c) does not apply.

d) Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.
There are no scenic highways near the Rail Facility or in the City of Shafter. As such, the approval of the proposed Lease Agreement would have no impact on scenic resources within a State scenic highway and this exception (d) does not apply.

e) Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section

65962.5 of the Government Code.

Government Code Section 65962.5 requires the Department of Toxic Substance Control and State Water Resources Control Board to compile and update a regulatory site listing (per the criteria of the Section). The California Department of Health Services is also required to compile and update, as appropriate, a list of all public drinking water wells that contain detectable levels of organic contaminants and that are subject to water analysis pursuant to Health and Safety Code Section 116395. Section 65962.5 requires the local enforcement agency, as designated pursuant to Section 18051 of Title 14 of the CCR, to compile, as appropriate, a list of all solid waste disposal facilities from which there is a known migration of hazardous waste. The Rail Facility site is not included on any list compiled pursuant to Section 65962.5 of the Government Code (Hazardous Waste). As such, this exception (e) does not apply.

f) Historical Resources. A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource. The Rail Facility, which was constructed between 2002 and 2015, is not a historic resource nor are there any historic resources in the area of the Rail Facility. As such, this exception (f) does not apply.

Section 3. City Council hereby approves the Lease of the Subject Property to Wonderful Industrial Park Logistics LLC in accordance with the terms contained in the Lease Agreement attached hereto as Exhibit "A" to this resolution.

Section 4. City Council hereby authorizes City Manager to execute the Lease Agreement, including the approval of non-substantive changes, and any necessary supporting documentation to effectuate the Lease Agreement.

Section 5. This Resolution shall become effective immediately.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED, APPROVED, AND ADOPTED THIS 3RD DAY OF MARCH, 2026.

_____
Chad Givens, Mayor

ATTEST:

_____
Yazmina Pallares, City Clerk

APPROVED AS TO FORM:

_____
Marco A. Martinez, City Attorney

EXHIBIT A

LEASE AGREEMENT

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GROUND LEASE
(RAIL OPERATION)

THIS GROUND LEASE (RAIL OPERATION) (the "**Lease**") is dated as of March _____, 2026 (the "**Execution Date**") by and between the **CITY OF SHAFTER**, a California municipal corporation ("**Landlord**") and **WONDERFUL INDUSTRIAL PARK LOGISTICS LLC**, a Delaware limited liability company ("**Tenant**").

W I T N E S S E T H:

A. Landlord is the owner of certain real property consisting of land identified as APNS 090-180-29, 091-252-72, 091-253-09, 091-261-13, and 091-261-16, located in the City of Shafter, State of California, as more particularly described and depicted on **Exhibit A** attached hereto and incorporated herein (the "**Land**"), including all improvements located thereon (the "**Existing Improvements;**" together with the Land, collectively, the "**Property**").

B. Tenant desires to lease from Landlord a portion of the Property as more particularly described and depicted on **Exhibit B** attached hereto and incorporated herein (the "**Premises**"), and Landlord has agreed to lease the Premises to Tenant, on the terms and conditions set forth herein.

C. Landlord and Tenant acknowledge and agree that (i) Landlord's regulatory authority concerning the issuance of any permits, clearances or approvals needed to construct the Tenant Improvements is not in any way abrogated or limited due to the entering into of this Lease by both parties; (ii) Landlord's entering into this Lease does not commit Landlord to issue any permits, clearances or approvals which Tenant or Landlord may seek; and (iii) the entering into of this Lease by the parties has independent utility and is not dependent upon any other pending development projects which may be applied for or undertaken by either party.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

ARTICLE I
LEASE OF PREMISES

1.1 Demise. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, pursuant to the terms and conditions hereof, the Premises.

ARTICLE II
TERM

2.1 Initial Term. The initial term of this Lease shall be twenty-six (26) years (the "**Initial Term**"), commencing on the Commencement Date (as hereinafter defined) and expiring

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twenty-six (26) years thereafter, unless extended or terminated as provided herein. The "**Commencement Date**" of this Lease shall be the earlier of: (a) twelve (12) months after the Execution Date, or (b) the date on which Tenant commences operations on the Premises. For purposes of this provision "commences operations" shall mean the date on which Tenant first substantially begins its intended use of the Premises for its Permitted Use (as defined in Section 5.1). Notwithstanding the foregoing, if Tenant's ability to construct the Tenant Improvements (as defined in Section 7.1 below) or commence operations is delayed due to the occurrence of a Force Majeure Event (as defined in Section 15.14 below), then the Commencement Date shall be extended on a day-for-day basis for the duration of such Force Majeure Event. During any such period of delay caused by a Force Majeure Event, no Base Rent or additional rent (collectively, "**Rent**") shall be due or payable. If any such Force Majeure Event continues for more than one hundred twenty (120) consecutive days, then Tenant shall have the right, in its sole discretion, either (i) to terminate this Lease upon written notice to Landlord, whereupon neither party shall have any further rights or obligations hereunder except as expressly stated to survive termination, or (ii) to allow this Lease to remain in effect, in which case Base Rent and additional rent shall commence as of the one hundred eighty-first (181st) day of such Force Majeure Event, notwithstanding that Tenant has not commenced operations. Landlord and Tenant shall execute a Commencement Date Memorandum in the form attached hereto as **Exhibit C** confirming the actual Commencement Date once determined.

2.2 Option To Extend. Provided Tenant is not in an Event of Default (as described in Section 14.1), Tenant shall have the option to extend the Lease (each, an "**Extension Option**") for two (2) additional twelve (12) year terms (each, an "**Extension Term**"; and together with the Initial Term, collectively, the "**Term**"), commencing upon the expiration date of the then current Term, upon the same terms and conditions previously applicable, except for the grant of any exercised Extension Option. Tenant may exercise its Extension Option by providing written notice to Landlord no earlier than twelve (12) months and no later than nine (9) months prior to the expiration of the then-current Term. If Tenant does not exercise the Extension Option, the Extension Option shall terminate and be of no further force or effect. Each Extension Option may be transferred to any assignee of the Tenant subject to Article IX.

2.3 Early Access Period. Tenant may have early access to the Premises prior to the Commencement Date (the "**Early Access Period**") to construct Tenant Improvements and prepare the Premises for the Permitted Use provided Tenant: (i) delivers payment of the Security Deposit (as defined in Section 3.2 below), (ii) complies with Section 12 (Insurance) and (iii) delivers an insurance certificate to Landlord prior to entry. The Early Access Period shall begin on the Execution Date and end on the sooner of the first anniversary of the Execution Date or the Commencement Date. During the Early Access Period, Tenant shall comply with all of the terms of this Lease, including, without limitation, insurance, indemnity, and maintenance obligations, except for Rent payments, which shall not be due until the Commencement Date. Tenant shall be solely responsible for all costs associated with its use of the Premises during the Early Access Period, including utilities, security, and any damages caused by Tenant, its employees, agents, and contractors. Tenant's access shall be at its sole risk, and Landlord shall have no liability for any delays, damages, or losses incurred by Tenant during the Early Access Period. Tenant shall defend, indemnify, and hold Landlord harmless from any claims, liabilities, or damages arising from

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Tenant's activities on the Premises during the Early Access Period. This indemnity shall survive the earlier termination or expiration of this Lease.

2.4 AS-IS, WHERE-IS. Except as otherwise expressly provided in this Lease, Tenant's execution of this Lease constitutes Tenant's acceptance of the Premises in its "AS-IS, WHERE-IS" condition, with all faults, latent or patent, and without any representation or warranty by Landlord, express or implied, as to the condition, suitability, or fitness of the Premises for Tenant's intended use. Notwithstanding the foregoing, Tenant may, in its sole discretion, terminate this Lease upon written notice to Landlord if, at any time during the Early Access Period, Tenant discovers a latent defect in the Property that materially impairs or materially interferes with Tenant's ability to use the Property for the Permitted Use. Upon such termination, neither party shall have any further obligations to the other except for obligations accrued prior to the termination date. Tenant's acceptance of the Premises in "AS-IS, WHERE-IS" condition shall not be deemed to constitute an assumption by Tenant of any liability or responsibility for any pre-existing conditions at the Premises, including without limitation, any hazardous materials or environmental conditions existing prior to the Commencement Date. Landlord shall remain solely responsible for all claims, costs, and liabilities arising from or related to such pre-existing conditions, whether known or unknown, disclosed or undisclosed, and regardless of when discovered; provided, however, that Tenant shall be responsible for any claims, costs, or liabilities only to the extent arising out of Tenant's exacerbation or disturbance of such pre-existing conditions.

2.5 Early Termination.

(a) Tenant's Unilateral Right to Terminate. Tenant shall have the unilateral right to terminate this Lease at any time and for any reason by providing Landlord with at least twelve (12) months' prior written notice (the "**Termination Notice**"). Upon expiration of the 12-month notice period, this Lease shall automatically terminate without further obligation, except for obligations that expressly survive termination, as expressly set forth in this Lease.

(b) Mutual Termination. Tenant and Landlord may mutually agree in writing to terminate this Lease at any time, with such termination to be effective on a date specified in the mutual written agreement, which date shall be at least six (6) months' after the date of such agreement. Upon such termination, this Lease shall terminate without further liability to either party, except for obligations that expressly survive termination as set forth herein.

(c) Termination Pursuant to Other Provisions. In addition to the termination rights set forth in this Section 2.5, this Lease may also be terminated by Tenant (i) in the case of a Force Majeure Event in accordance with Section 2.1, (ii) in the event of a Casualty in accordance with Section 7.7, (iii) if there is a CEQA Challenge in accordance with Section 11.4(d), (iv) in the event of a Taking in accordance with Section 13.4(b), and (v) if the parties are unable to assign or enter into an Industry Track Agreement reasonably acceptable to Tenant in accordance with Section 15.20.

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(d) No Termination Penalty. Tenant shall not be required to pay any termination fee, penalty, or unamortized cost as a condition of exercising its termination rights.

(e) Landlord's Cooperation. Upon receipt of a Termination Notice, Landlord agrees to reasonably cooperate with Tenant to ensure an orderly transition of the Premises and execution of any necessary documentation to effectuate the termination.

2.6 Surrender. No later than ninety (90) days before the expiration or earlier termination of this Lease, Tenant shall provide Landlord with written notice identifying which Removable Improvements (as defined below) Tenant intends to remove from the Premises. Within ten (10) business days after receipt of such notice, the parties shall meet and confer in good faith regarding the proposed removal list, and Landlord may reasonably request modifications to the list. Tenant shall, at its sole cost and expense, remove those identified Removable Improvements in the final, mutually agreed-upon list, within ninety (90) days after the expiration or earlier termination of the Lease. Tenant shall have reasonable access to the Premises during such period to remove the Removable Improvements. Upon completion of such removal, Tenant shall surrender the Premises in good condition and repair, ordinary wear and tear excepted. Any Removable Improvements that remain on the Premises after such removal period shall automatically become the property of Landlord free and clear of all claims by Tenant or any third party, without the payment of compensation to Tenant. Landlord may, at its sole option, remove and dispose of any remaining Removable Improvements. Tenant shall reimburse Landlord for all reasonable costs and expenses incurred by Landlord in connection with such removal and disposal, payable promptly upon Tenant's receipt of an invoice from Landlord. Tenant shall defend and indemnify Landlord against all liability and loss arising from such claims or from Landlord's exercise of the rights conferred by this Section. For purposes of this Section, "**Removable Improvements**" shall mean improvements that are not permanently affixed and are reasonably capable of removal without material damage (e.g., mobile equipment, modular structures). "**Fixed Improvements**" shall mean all improvements, fixtures, or alterations that are permanently affixed to the Premises and not reasonably capable of removal without material damage (i.e. rail tracks, foundations, utilities). Tenant shall not be required to remove any Fixed Improvements upon the expiration or earlier termination of this Lease.

ARTICLE III
RENT; SECURITY DEPOSIT

3.1 Base Rent.

(a) Tenant shall pay to Landlord an annual base rent of Nine Hundred Eighteen Thousand Three Hundred Thirty Dollars $918,330, payable in equal monthly installments of $76,527.50 ("**Base Rent")**, with the first payment of Base Rent being due on the Commencement Date. Commencing on the first anniversary of the Commencement Date and continuing on each subsequent anniversary thereafter for a total period of ten (10) years, the Base Rent shall increase annually by three percent (3%) of the then current Base Rent. Beginning on the eleventh (11^{th}) anniversary of the Commencement Date and on each anniversary thereafter through the Term, the Base Rent shall be adjusted annually based on the percentage increase, if any, in the Consumer

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Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items (1982-84=100), as published by the Bureau of Labor Statistics of the United States Department of Labor ("**CPI**"), subject to the following limitations:

(b) Base Rent shall be adjusted by a percentage equal to the increase (but never decrease) in the CPI over the most recent twelve (12) month period for which CPI data is available, provided that the annual adjustment shall not exceed three percent (3%).

(c) If the CPI is discontinued or materially altered, the parties shall use a comparable index published by the Bureau of Labor Statistics to measure cost of living increases. The substitute shall then become the **"CPI"** hereunder.

3.2 Security Deposit. Concurrently with Tenant's execution of this Lease, Tenant shall either (a) deposit with Landlord a cash security deposit or (b) deliver to Landlord an unconditional, irrevocable standby letter of credit ("**Letter of Credit**") issued by a national banking association reasonably acceptable to Landlord in the amount of $153,055.00 (the "**Security Deposit**"). The Security Deposit shall be held by Landlord as security for Tenant's performance of the terms of this Lease. Landlord may (but shall not be required to) use all or any part of the Security Deposit or draw upon the Letter of Credit to cure any default of Tenant under the Lease (after any required notice and expiration of any applicable cure period) or to compensate Landlord for any loss or damage which Landlord may incur as a result of Tenant's default. Tenant shall be entitled to interest on the Security Deposit and Landlord shall be required to keep the Security Deposit separate from its general funds. If Tenant elects to provide a Letter of Credit, it shall (i) be in a form reasonably acceptable to Landlord, (ii) be drawable upon presentation of a sight draft accompanied by Landlord's certification of Tenant's default under the Lease, and (iii) provide that it shall be automatically renewable annually for successive one-year periods unless the issuing bank provides at least sixty (60) days' prior written notice of nonrenewal to Landlord. If the Letter of Credit is not renewed, Tenant shall replace it with a new Letter of Credit or cash deposit within thirty (30) days after such notice. Where there have been no defaults by Tenant or where all applicable deductions from Security Deposit or draws upon the Letter of Credit have been made as hereinabove provided, Landlord shall refund the then existing balance of the Security Deposit or return the undrawn Letter of Credit to Tenant within thirty (30) days of expiration or termination of this Lease.

ARTICLE IV
REPRESENTATIONS, WARRANTIES AND COVENANTS OF LANDLORD

4.1 Representations and Warranties of Landlord. Landlord hereby represents and warrants to Tenant that, as of the Execution Date:

(a) Landlord possesses full power and authority to lease the Premises pursuant to this Lease and consummate the transactions provided for herein, and no other party has any right or option thereto or in connection therewith.

(b) Landlord is the sole and valid vested title holder to the Premises.

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(c) There is no mortgage, deeds of trust, or lien encumbering the Premises.

(d) To Landlord's actual knowledge (without duty to investigate), the Premises are in compliance with all federal, state, regional or local statutes, laws, regulations, codes, orders, permits, and ordinances pertaining to the Premises.

(e) This Lease and the consummation of the transaction contemplated herein are the valid and binding obligations of Landlord and do not constitute a default (or an event which, with the giving of notice or the passage of time, or both, would constitute a default) under, nor are they inconsistent with, any contract to which Landlord is party or by which it is bound.

4.2 Covenants of Landlord.

(a) Quiet Enjoyment. Provided Tenant is paying Rent, and performing and observing all of its obligations, covenants, and conditions to be performed by Tenant under this Lease, Landlord hereby covenants to Tenant that, during the Term, Tenant shall peaceably and quietly hold and enjoy the use of the Premises.

(b) Grant of Encumbrances. Landlord shall not grant or permit any easements, licenses, covenants, conditions, restrictions, or other encumbrances affecting title to the Premises that would materially interfere with Tenant's Permitted Use of the Premises.

ARTICLE V
USE

5.1 Permitted Use. The Premises may be developed, improved, and used by Tenant for use as a rail operation and all ancillary purposes related thereto. Tenant will not use the Premises for any purpose or use which in any manner causes, creates or results in a public or private nuisance.

5.2 No Additional Approvals Required. Tenant may construct, alter, or remove improvements on the Premises without prior Landlord approval, except as required by law.

5.3 No Competing Uses. During the Term, Landlord agrees not to lease adjacent or nearby properties for an rail operations or any purpose related thereto, during the Term, without Tenant's prior written consent, which may be withheld in Tenant's sole and absolute discretion.

5.4 Use Obligations. There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, age, handicaps, sex, marital status, sexual orientation, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Premises or the improvements thereon, or any part thereof, and Tenant itself, or any person claiming under or through it, shall not establish or permit any such practice of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, subtenants or vendees of the Premises or the improvements thereon, or any part thereof.

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5.5 Use Prohibitions. Tenant agrees that in connection with the use and operation of the Premises it will not:

(a) Cause or permit substantial and obnoxious odors to emanate or be dispelled from the improvements; or

(b) Create, cause, maintain or permit any nuisance (as defined under applicable law) in, on or about the Premises; provided, however, that in no event shall any emissions, odors, noise, vibrations, truck or rail traffic, lighting, or other conditions that are customary, incidental, or reasonably necessary to the conduct of Tenant's Permitted Use of the Premises as a rail operation be deemed to constitute a violation of this Section 5.5(a) or (b), so long as Tenant is in compliance with applicable laws

ARTICLE VI
MAINTENANCE OF PREMISES; HAZARDOUS MATERIALS

6.1 Tenant Responsibility. Tenant shall, during the Term, at its own cost and expense and without any cost or expense to Landlord be solely responsible for maintaining the Premises, including all improvements, utilities, and infrastructure located on the Premises as follows.

(a) Tenant shall keep and maintain all buildings and improvements (including, but not limited to, all landscaping located on the Premises, Tenant Improvements and all appurtenances thereto in good and neat order and repair and shall allow no nuisances to exist or be maintained therein. Landlord shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description whatsoever to the Premises, Tenant Improvements, or any buildings or improvements located thereon, and Tenant hereby expressly waives all right to make repairs at Landlord's expense under sections 1941 and 1942 of the California Civil Code, or any amendments thereof.

(b) Tenant shall comply with and abide by all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations affecting the Premises, all buildings and improvements located thereon, or any activity or condition on or in the Premises.

(c) Tenant agrees that it will not commit or permit waste upon the Premises.

(d) Tenant will not cause any hazardous substance (as defined by applicable federal, state and local statutes, rules and regulations) to be released in, on, under or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Tenant's expense, comply with all statutory requirements with respect to any contamination of the Premises that was caused or materially contributed to by Tenant or pertaining to or involving any hazardous substance brought onto the Premises during the Early Access Period and Term of this Lease by Tenant, or its agents, contractors, consultants, employees, or invitees (each a "**Tenant Party**" and collectively, the "**Tenant Parties**") . Tenant will defend, indemnify and hold Landlord free and harmless from and against any and all claims, damages and liabilities with respect to any such contamination of the Premises caused by Tenant following the Commencement Date. Tenant will immediately notify Landlord if Tenant becomes aware that any release of hazardous

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substances has come to be located in, on, under or about the Premises at any time during the Term. In the event of any such release or contamination of the Premises caused by Tenant or a Tenant Party during the Early Access Period and the Term, Tenant shall, at Tenant's sole expense, immediately remove such hazardous substance, remedy the contamination, and fully comply with all applicable statutory requirements for the safe and legal disposal of such substances.

6.2 No Mandatory Capital Improvements. Landlord shall not require Tenant to make capital improvements beyond those required for Tenant's intended use.

ARTICLE VII
IMPROVEMENTS/CASUALTY

7.1 Tenant's Right to Modify Existing Improvements and Construct New Improvements.

(a) Tenant shall have the sole and exclusive right, at its discretion and sole expense, to construct, install, expand, renovate, demolish, or modify any and all improvements on the Premises in connection with the Permitted Use (collectively, "**Tenant Improvements**") without the need for Landlord's consent, except as expressly provided in this Section 7.1. As of the Execution Date, the Tenant Improvements contemplated by Tenant are described on **Exhibit E** attached hereto and incorporated herein by reference. Tenant shall not construct any Fixed Vertical Improvements on the Premises without the prior written consent of Landlord, which may be withheld in Landlord's reasonable discretion. For purposes of this Section, "**Fixed Vertical Improvements**" means any buildings, structures, or improvements that rise above ground level, including but not limited to enclosed or partially enclosed buildings, towers, canopies, awnings, or any similar constructed features that are permanently affixed to the Premises and occupy above-ground volume. Ordinary temporary or movable operational facilities or equipment (including, without limitation, container stacks, cranes, modular shelters, or similar movable improvements) shall not constitute Fixed Vertical Improvements and may be installed, used, and removed by Tenant without Landlord's consent. For the avoidance of doubt, for purposes of this Agreement, the term "**Fixed Vertical Improvements**" does not include pavement of any kind (including concrete or asphalt), railroad tracks and ties, or railroad operational fixtures.

(b) Notwithstanding anything to the contrary in this Lease, Tenant acknowledges that Landlord is a municipal entity and that Landlord's obligations and approvals under this Lease are made solely in its capacity as the owner of the Premises and not in its capacity as a governmental entity, unless expressly provided otherwise. Following the Effective Date, if Tenant so elects, Tenant shall proceed with due diligence and dispatch to complete the construction on the Premises of the Tenant Improvements. Nothing in this Lease shall be construed as an approval, waiver, or commitment by Landlord in its capacity as a governmental entity with respect to any permits, entitlements, zoning, building codes, environmental regulations, or other municipal requirements applicable to the Premises or Tenant's intended use.

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(c) All work done in connection with any improvement, change or alteration shall be done promptly and in a good and workmanlike manner and in compliance with all laws, ordinances, orders, rules, regulations and requirements of all Federal, state and municipal governments and the appropriate departments, commissions, boards and officers thereof. All such work shall be at the sole cost and expense of Tenant.

(d) During the term of improvements, Tenant shall maintain, at Tenant's own cost and expense, insurance coverage referred to in Article XII below.

7.2 No Landlord Consent Required. Landlord's approval shall not be required for any Tenant Improvements, except for:

(a) Tenant Improvements that reduce the value of the Premises or Property.

(b) Tenant Improvements that adversely affect structural integrity of the existing improvements owned by Landlord (if any).

(c) Tenant Improvements that violate applicable laws or recorded covenants affecting the Premises.

(d) All Tenant Improvements, changes and alterations (other than changes or alterations of movable trade fixtures and equipment or improvements, changes or alterations involving costs less than Two Hundred Fifty Thousand Dollars ($250,000)).

(e) For any Tenant Improvements requiring Landlord's approval (in its ownership capacity, not governmental), such approval shall not be unreasonably withheld, conditioned, or delayed and shall be deemed granted if Landlord fails to respond within thirty (30) days of Tenant's written request.

(f) No improvement, change or alteration shall be undertaken until: Tenant shall have procured, so far as the same may be required from time to time, all municipal and other governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction, and Landlord agrees to join in the application for such permits or authorizations whenever such action is necessary. Tenant acknowledges and agrees that Landlord's regulatory authority concerning the issuance of any permits needed to construct the Tenant Improvements is not in any way abrogated or limited due to the entering of this Lease by both parties.

7.3 Compliance with Laws. Tenant shall construct and maintain all Tenant Improvements in compliance with applicable laws, but shall have the right to seek variances, rezoning, or other modifications to applicable regulations without Landlord's consent, provided Tenant does so at its own expense. Landlord agrees to reasonably cooperate with Tenant in obtaining any necessary permits or approvals.

7.4 Financing of Tenant Improvements. Tenant may finance its Tenant Improvements and may grant lenders security interests in such improvements, provided that Tenant obtains

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Landlord's prior written consent for any financing arrangement, which consent shall not be unreasonably withheld, delayed, or conditioned. Landlord may require that any lenders agree to certain terms to protect Landlord's interests. Landlord shall enter into commercially reasonable agreements with Tenant's lenders to provide recognition and non-disturbance, provided that such agreements do not materially interfere with Landlord's rights under this Lease or the operation of the Property.

7.5 Right to Remove Trade Fixtures. Subject to Section 2.6, Tenant shall have the unrestricted right, at any time during the Term and up to the expiration or earlier termination of this Lease, to remove any of its Removable Improvements consisting of trade fixtures, machinery, equipment, and other personal property from the Premises, provided that Tenant repairs any damage to the Premises directly caused by such removal, ordinary wear and tear excepted, at its sole cost and expense. Any trade fixtures, machinery, equipment, or other personal property not removed by Tenant prior to the expiration or earlier termination of the Lease shall, at Landlord's election, either (a) be deemed abandoned and become the property of Landlord without compensation to Tenant, or (b) be removed by Landlord and any costs incurred in connection with the removal, disposal, or remediation of such items which shall be payable promptly upon Tenant's receipt of an invoice from Landlord.

7.6 Landlord's Non-Interference. Landlord shall not take any action that materially interferes with Tenant's construction, operation, modification, or removal of Tenant Improvements, including delays in permit approvals (in Landlord's ownership capacity) or unreasonable conditions on development.

7.7 Casualty and Restoration.

(a) If the Premises or any material portion of the Tenant Improvements are damaged or destroyed by fire or other casualty (a "**Casualty**"), Tenant shall promptly notify Landlord. Tenant shall, in its sole discretion, determine whether to restore the Premises and Tenant Improvements or terminate this Lease pursuant to subsection (b) below.

(b) If, in Tenant's reasonable judgment, (i) the Premises or a substantial portion thereof are rendered unusable for Tenant's operations, or (ii) restoration cannot, with reasonable diligence, be completed within one hundred eighty (180) days after the date of the Casualty, or (iii) the cost of restoration exceeds the available insurance proceeds, Tenant may elect to terminate this Lease by written notice to Landlord within sixty (60) days after the date of the Casualty. Upon such termination, Rent shall be fully abated as of the date of the Casualty, and neither party shall have any further obligation to the other except for those that expressly survive termination.

(c) If Tenant elects to restore, Tenant shall, at its sole cost and expense (subject to application of insurance proceeds), diligently repair or rebuild the Tenant Improvements in a good and workmanlike manner in compliance with applicable laws. Tenant shall have the full right to use and apply all insurance proceeds toward such restoration. Landlord shall have no obligation to restore any portion of the Premises or Tenant Improvements.

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(d) During any period in which Tenant is unable to use the Premises (or any portion thereof) due to the Casualty, Rent shall be equitably abated in proportion to the area or portion rendered unusable, commencing on the date of the Casualty and continuing until the earlier of (i) substantial completion of restoration or (ii) termination of this Lease.

(e) All insurance proceeds payable with respect to damage or destruction of the Tenant Improvements or Tenant's personal property shall belong solely to Tenant. Landlord shall have no right or claim to such proceeds, except to the extent any such proceeds relate exclusively to Landlord-owned property or to reimburse Landlord for rent actually paid in advance and unearned after termination.

(f) Landlord shall not be obligated to rebuild, repair, or contribute to any restoration following a Casualty, and shall have no liability to Tenant for any interruption of Tenant's business or loss of profits resulting therefrom, except as expressly provided herein.

(f) The provisions of this Section 7.7 shall govern the rights of the parties in the event of a full or partial destruction of the Tenant Improvements on the Premises. Tenant hereby waives the provisions of California Civil Code section 1932(2) and 1933(4) only to the extent such provisions are inconsistent with Tenant's express rights under Section 7.7 to terminate this Lease or abate Rent following a Casualty.

ARTICLE VIII
UTILITIES

Tenant shall arrange for all water, storm sewer, sanitary sewer, gas, electric, telephone and other utility facilities and drainage facilities required in furtherance of Tenant's use of the Premises, including the installation and maintenance of any necessary lines or connections. During the Term, Tenant shall be solely responsible for and shall promptly pay all charges and expenses for all utilities used or consumed on the Premises. It is understood that the use by Tenant of the Premises may require that the parties enter into contracts or agreements with local, county, state or other governmental agencies or bodies or with public utilities with reference to storm sewer, sanitary sewer, gas, water, electric, telephone or other utility lines or connections, storm water management or easement agreements. Landlord agrees to execute such written contracts, agreements, grants of easement and easement agreements and consents as are reasonably required for Tenant's use of the Premises, provided that any such agreements do not impose additional obligations, costs, or liabilities on Landlord. Landlord's obligation to execute such documents shall be contingent on Tenant's assumption of all costs and liabilities associated with such agreements.

ARTICLE IX
ASSIGNMENT AND SUBLEASE

9.1 Subject to the provisions of Article IX hereof, Tenant may assign this Lease, or any interest therein, at any time provided that, (a) no Event of Default exists as of the date of such assignment, (b) the assignment shall be in writing, duly executed and acknowledged by Tenant and

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the assignee, in form reasonably satisfactory to Landlord, and the assignee assumes and agrees to perform all obligations of Tenant under this Lease, and (c) an executed copy of such assignment is delivered to Landlord. Tenant may not otherwise assign, sublease, mortgage, pledge, or encumber this Lease, the Premises (or any portion thereof), or the leasehold estate created hereby, in whole or in part, without obtaining Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Landlord's prior consent shall not be required for the following (each, a "**Permitted Transfer**"):

(i) an assignment of this Lease to any entity that controls, is controlled by, or is under common control with Tenant, provided such parent or affiliate corporation controls or is controlled by Tenant or by persons or entities controlling or controlled by Tenant (an "**Affiliate**");

(ii) an assignment resulting from a merger, consolidation, reorganization, or a sale of all or substantially all of Tenant's assets, provided that the successor or acquiring entity or its parent entity (1) expressly assumes in writing all obligations of Tenant under this Lease, and (2) possesses adequate financial resources to comply with Tenant's obligations hereunder.

(iii) any assignment, transfer, or conveyance of this Lease or any direct or indirect ownership interest in Tenant to (A) the spouse, child, grandchild, or great-grandchild of any direct or indirect owner of Tenant, (B) a trust established for the benefit of one or more such family members, (C) an entity owned or controlled, directly or indirectly, by one or more such family members or such trusts, or (D) a bona fide charitable foundation, charitable trust, or other tax-exempt entity organized under Section 501(c)(3) of the Internal Revenue Code, whether during the lifetime of, or upon the death or legal incapacity of, any direct or indirect owner of Tenant, as part of estate planning or the administration of such person's estate, will, trust, or similar instrument (each, an "Estate Planning Transfer"), provided such transferee assumes in writing all obligations of Tenant under this Lease.

In case of a Permitted Transfer, Tenant shall provide Landlord with written notice and reasonable documentation demonstrating that the assignee satisfies the foregoing requirements. If Tenant assigns this Lease in its entirety and the assignee executes an assumption agreement as required, then Tenant shall be automatically released from all obligations and liabilities under this Lease arising from and after the date of such assignment. Upon Tenant's request, Landlord shall execute and deliver to Tenant a written release agreement in a form reasonably acceptable to Tenant, evidencing such release.

The term "**common control**" means ownership of at least one-third of the voting rights of the controlled entity. Notwithstanding the foregoing, the following transfers shall not be deemed to affect "control" or count toward the one-third voting interest threshold: (a) a transfer upon the death or legal incapacity of a natural person who is a direct or indirect owner of Tenant, or (b) a transfer by a trust to the beneficiary of such trust pursuant to its dispositive provisions, or transfers between or among the direct or indirect members, partners or shareholders of Tenant or the Stewart and Lynda Resnick Revocable Trust dated December 27, 1988, as amended.

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ARTICLE X
TAXES AND ASSESSMENTS

10.1 Tenant's Tax Obligations. Tenant covenants and agrees to be responsible for the payment and discharge of all real and personal property taxes, possessory interest taxes, and water charges, sewer charges, utility rates and fees, levies or other charges, general, special, ordinary, extraordinary and otherwise, of every kind and character which are or may during the Term be levied, charged, assessed or imposed and any other assessments levied or imposed by any governmental authority in connection with Tenant's leasehold interest in the Premises, any improvements constructed thereon, and Tenant's use and occupancy of the Premises. Tenant recognizes and understands that this Lease may create a possessory interest subject to property taxation under California Revenue and Tax Code Section 107.6 and that Tenant is obligated to pay and discharge such taxes on the Premises or any taxable rights created herein. In addition, Tenant shall pay any tax assessed exclusively on rental income of Landlord to the extent such income is allocable to this Lease, if and only if such tax is assessed by State or local authorities upon the elimination and in lieu of taxation based on the ownership of real property. At the commencement and at the end of the Term, such taxes, assessments and other charges to be paid by Tenant shall be prorated on the basis of the fiscal year of the taxing authority in question so that, at the commencement and at the end of the Term, as to any such taxes, assessments and other charges levied or assessed for a fiscal year preceding the commencement or extending beyond the end of the Term, Tenant will pay only such proportion of such taxes, assessments and other charges as the portion of such fiscal year following the commencement and preceding the end of the Term bears to the entire fiscal year. Tenant waives any claim against Lessor for damages related to the assessment of such Taxes. Tenant shall pay any and all taxes not later than the taxing authority's delinquency date.

10.2 Exemptions and Landlord's Tax Status. If Landlord, as a governmental entity, qualifies for any property tax exemption that would reduce or eliminate taxes on the Premises, Landlord may use commercially reasonable efforts to maintain such exemption and ensure that such benefit is applied to Tenant's leasehold interest.

10.3 No Additional Assessments Without Tenant's Consent. Landlord shall not impose or pass through to Tenant any new taxes, assessments, or fees not expressly set forth in this Lease, unless such charges are required by applicable law and uniformly applied to similarly situated properties.

10.4 Right to Contest. Tenant shall have the right, at its sole cost, expense and risk, to contest the full or partial amount or validity of any taxes by appropriate administrative and legal proceedings. Tenant may postpone payment of any contested taxes pending prompt and diligent prosecution of any such proceedings and appeals, but only if Tenant takes such action as may be required pending a final determination in Tenant's contest (including the posting of a bond or other assurance of payment or performance with the court or administrative agency or other legal authority having jurisdiction over the contest) to suspend the collection of the contested taxes and the sale of the Premises or personal property to satisfy any lien(s) arising out of the nonpayment

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of such taxes. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, damages, losses, liabilities, injuries, fines, penalties, and costs and expenses (including reasonable attorneys' fees, costs and disbursements), arising directly or indirectly, in whole or in part, from or in connection with any such contest, noncompliance or postponed compliance. This indemnification shall survive the earlier termination/expiration of this Lease.

ARTICLE XI
LAWS

11.1 Compliance with Law. During the Early Access Period and Term, Tenant shall comply with all laws, rules, orders, ordinances, directions, regulations, and requirements ("**Laws**") of all governmental agencies, offices, departments, bureaus and boards having jurisdiction over the Property ("**Governmental Authority**") having jurisdiction over the Premises.

Without limiting the foregoing, Tenant shall comply with all police, fire, and sanitary regulations imposed by any Governmental Authority, and shall observe and obey all other requirements governing the conduct of any business conducted on the Premises.

11.2 Tenant Liens. Tenant shall not permit the Property to become subject to any mechanics', laborers' or materialmen's lien on account of labor or material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed on the Property by or at the direction or sufferance of Tenant; provided, however, Tenant shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claimed lien and on final determination of the lien or claim for lien, Tenant will promptly pay any final judgment rendered with all proper costs and charges, and will, at its own expense, have the lien released and any judgment satisfied.

11.3 Landlord Liens. Landlord shall not permit the Property to become subject to any mechanics', laborers' or materialmen's lien on account of labor or material furnished to Landlord or claimed to have been furnished to Landlord in connection with work of any character performed or claimed to have been performed on the Property by or at the direction or sufferance of Landlord; provided, however, Landlord shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claimed lien and on final determination of the lien or claim for lien, Landlord will promptly pay any final judgment rendered with all proper costs and charges, and will, at its own expense, have the lien released and any such judgment satisfied.

11.4 Rent Abatement Due to CEQA.

(a) Challenge or Other Legal Impediment. Notwithstanding anything to the contrary in this Lease, if construction of the Tenant Improvements or Tenant's ability to use or operate from the Premises for its intended use is contested, delayed, hindered, suspended, or prevented due to: (a) any legal or administrative challenge or proceeding under the California Environmental Quality Act ("**CEQA**"), or (b) any action or challenge by an environmental group, agency, or third party that results in a governmental order, injunction, stay, or other restriction that prevents or materially impairs Tenant's ability to proceed with or complete construction or to

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commence or continue its operations (collectively, a "**CEQA Challenge**"), then the following shall apply:

(b) Abatement of Rent. If, as a result of a CEQA Challenge, Tenant elects to suspend or not commence operations from the Premises, then all obligations of Tenant to pay Base Rent and any additional rent shall be abated for the duration of such suspension, beginning on the date Tenant ceases or postpones operations, and continuing until such time as the CEQA Challenge is fully resolved and Tenant is reasonably able to resume or commence operations. However, if Tenant elects to continue operating from the Premises notwithstanding the CEQA Challenge, then Tenant shall remain obligated to pay all Base Rent and additional rent in accordance with this Lease.

(c) Commencement Date Extension. The Commencement Date shall be delayed on a day-for-day basis for the duration of the CEQA Challenge or such other applicable delay.

(d) Termination Right. If the CEQA Challenge continues for a period exceeding twelve (12) consecutive months (or such longer period as Tenant may elect in its sole discretion), Tenant shall have the right to terminate this Lease upon written notice to Landlord, in which case neither party shall have any further obligations hereunder (except those expressly surviving termination).

(e) No Force Majeure. A CEQA Challenge, the pendency of CEQA review, or any CEQA litigation does not constitute Force Majeure or excuse performance.

(f) Indemnity.

(i) Tenant shall defend, indemnify, protect, and hold harmless the City of Shafter, and its elected and appointed officials, officers, directors, commissioners, councilmembers, representatives, agents, employees, volunteers, contractors, consultants, and attorneys (collectively, "**City Parties**") from and against any and all actual or alleged claims, actions, or proceedings brought against the City Parties to attack, set aside, void, annul, or seek monetary damages arising out of or relating to any challenge to Tenant, the Tenant Improvements, Alterations, or any approvals of the Planning Commission and/or City Council concerning the Tenant's Improvements or Alterations, including, but not limited to, actions challenging CEQA compliance, permits, agreements, licenses, and amendments. The City of Shafter shall promptly notify Tenant of any such claim, action, or proceeding and shall reasonably cooperate in the defense.

(ii) In the event of any such third-party action or proceeding, the City of Shafter shall have the right to retain its own separate legal counsel to defend its interests. Tenant shall reimburse the City of Shafter, upon demand, for all such legal fees and costs, including actual attorneys' fees, incurred by the City of Shafter in defense of the action or proceeding. The City of Shafter's separate counsel's billing rates shall be identical to the rates the City of Shafter pays for its typical municipal litigation rates for legal challenges of the variety being defended. This

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indemnification shall also include, without limitation, damages, fees, and/or costs awarded against the City of Shafter, if any, and cost of suit, attorneys' fees, and other costs, liabilities, and expenses incurred in connection with such claim, action, or proceeding whether incurred by Tenant, the City of Shafter, and/or any parties bringing the same. Notwithstanding the foregoing, in no event shall Tenant be responsible for consequential, incidental, special, or punitive damages. This indemnity shall survive the earlier termination or expiration of the Lease.

(iii) The City of Shafter and Tenant acknowledge that the City of Shafter would not have approved the Tenant Improvements, Alterations, or project if the City of Shafter were to be liable to Tenant or to other parties in damages under or with respect to all or any part of such approvals or this Lease. Accordingly, Tenant shall not assert, and hereby waives, any claim for damages or monetary relief against the City of Shafter or City Parties arising from or related to this indemnification provision. Tenant's sole and exclusive remedies shall be limited to declaratory relief, injunctive relief, mandate, and/or specific performance.

11.5 Prevailing Wage.

(a) During the Early Access Period and Term, Tenant shall investigate the applicability of and, if and to the extent applicable, pay prevailing wages meeting the requirements of such governmental requirements, under California Labor Code § 1720 et seq. for the Tenant Improvements, Alterations or public work projects contemplated by its use of the Premises; provided that Tenant reserves the right to reasonably contest such laws and regulations.

(b) Tenant hereby agrees that, with respect to the Premises, Tenant shall be fully responsible for determining whether the foregoing wage requirements are applicable. Tenant shall obtain, at its sole cost, a written determination, opinion letter, or other applicable ruling from the California Department of Industrial Relations ("**DIR**") regarding whether the Tenant Improvements (or any Alterations) to be constructed under this Lease are subject to prevailing wage requirements. If, based on such ruling or determination, Tenant reasonably concludes that the Tenant Improvements are subject to prevailing wage requirements and that such requirements materially and adversely affect the feasibility of Tenant's planned development of the Premises, then Tenant shall have the right to terminate this Lease by delivering written notice to Landlord. Any such termination must be exercised by written notice delivered to Landlord prior to the start of construction of Tenant Improvements, provided such right to terminate this Lease shall not extend past the Early Access Period. Upon such termination, this Lease shall be of no further force or effect, and neither party shall have any further rights or obligations hereunder, except for those that expressly survive termination. After the Early Access Period, Tenant shall have no right to terminate this Lease based on the applicability or impact of prevailing wage requirements, regardless of whether such requirements are later deemed to apply during the Term.

(c) Tenant agrees on behalf of itself, and its successors and assigns under this Lease, each successor Tenant and each and every person claiming by, through or under Tenant or any successor Tenant, to indemnify, defend and hold the Landlord free and harmless from and against any and all claims arising from or related to compliance by Tenant or Tenant's officers, directors, employees, agents, representatives, consultants and/or contractors (at every tier) in

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construction of the Tenant Improvements with the prevailing wage requirements imposed by any applicable federal and State labor laws. The indemnity set forth in this Section 11.6 shall survive the earlier termination or expiration of this Lease.

11.6 Environmental Indemnity. Landlord shall indemnify, defend (with counsel selected by Landlord), and hold harmless Tenant, its directors, officers, partners, shareholders, employees, agents, successors and assigns (collectively, "**Tenant's Representatives**") against any and all claims, demands, liabilities, costs and expenses incurred by Tenant or to which Tenant may be exposed (excluding consequential, special or punitive damages) by reasons of any of the following (an "**Environmental Default**"): (a) a violation of any environmental law existing as of the Commencement Date prior to Tenant taking possession of the Premises; or (b) any preexisting environmental condition that is required to be remediated under applicable Environmental Laws as of the Commencement Date, or (c) the gross negligence or willful misconduct of Landlord. Notwithstanding the foregoing, Landlord shall have no obligation to hold Tenant harmless to the extent any Environmental Default is exacerbated, worsened, or made more costly to address by the negligence, willful misconduct, or failure to act of Tenant, or a Tenant Party. This indemnity shall survive the Commencement Date of this Lease.

ARTICLE XII
INSURANCE

12.1 General. Tenant shall, at its sole expense, maintain during the Lease Term and any improvements the following insurance. All insurance shall be placed with insurers admitted in the State of California and shall be provided by insurers reasonably acceptable to Landlord. Evidence of such insurance shall be delivered to Landlord prior to the Commencement Date.

(a) Commercial General Liability. Tenant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) Form CG 00 01, covering liabilities arising from Tenant's activities under this Lease. Minimum limits shall be $5,000,000 per occurrence, $5,000,000 general aggregate, and $5,000,000 products and completed operations aggregate, covering bodily injury, property damage, and death. Coverage may be provided through a combination of primary and umbrella/excess policies and may be included under a blanket policy.

(i) Landlord and its officials, officers, employees, agents, and volunteers shall be included as additional insureds for both ongoing and completed operations using ISO forms CG 20 10 and CG 20 37 (or equivalent).

(ii) Coverage shall allow and be endorsed primary and non-contributory with any insurance or self-insurance maintained by Landlord or its affiliates.

(iii) Coverage shall provide and be endorsed to include a waiver of subrogation in favor of Landlord and its officials, officers, employees, and agents.

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(iv) Any unintentional failure to comply with policy reporting provisions shall not affect coverage for Landlord and its representatives.

(v) Coverage shall apply separately to each insured, subject to policy limits.

(b) Business Automobile Liability. Tenant shall maintain automobile liability insurance covering owned, non-owned, and hired vehicles using ISO Form CA 00 01 (or equivalent), with a limit of at least $1,000,000 each accident. Landlord and its officials, officers, employees, agents, and volunteers shall be included and endorsed as additional insureds. Coverage shall allow and be endorsed primary and non-contributory and include a waiver of subrogation in favor of Landlord and its affiliates.

(c) Workers' Compensation and Employer's Liability. Tenant shall maintain statutory workers' compensation insurance and employer's liability coverage with minimum limits of $1,000,000 per accident, $1,000,000 per employee for disease, and $1,000,000 policy limit for disease. No executive officer, partner, or member may be excluded. Coverage shall provide and be endorsed to include a waiver of subrogation in favor of the Landlord and its officials, officers, employees, agents, and volunteers. Landlord may waive this requirement upon written confirmation that Tenant has no employees. Tenant shall require any sublessee to maintain equivalent coverage.

(d) Property and Casualty. Tenant shall maintain insurance covering the full replacement value of its personal property, equipment, appurtenances, and tenant improvements.

(e) Policy Changes and Cancellation. All required policies shall be endorsed to provide that coverage shall not be suspended, canceled, reduced, or materially modified without at least thirty (30) days' prior written notice to Landlord. If the insurer does not provide notice, Tenant shall notify Landlord in writing no later than ten (10) business days before cancellation or policy modification.

(f) Insurer Rating. Insurance shall be placed with insurers rated at least A:VII by A.M. Best.

(g) Verification. Tenant shall provide Landlord with certificates of insurance and applicable policy endorsements evidencing the required coverage.

12.2 Blanket Policies. Tenant may satisfy its insurance obligations under a blanket policy covering multiple properties, provided such policy includes Landlord as an additional insured and meets the coverage requirements stated herein.

ARTICLE XIII
CONDEMNATION

13.1 Definition. For purposes of this Lease, "**Taking**" shall mean (i) any taking of all or any part of the Premises or Tenant's leasehold interest therein through the exercise of eminent

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domain or similar Governmental Authority, whether by judicial proceeding, negotiated sale under threat of condemnation, or otherwise; or (ii) any temporary or permanent interference with Tenant's use, occupancy, or operation of the Premises that substantially impairs Tenant's ability to conduct its Use.

13.2 Award Allocation. In the event of a Taking, any condemnation award or compensation paid in connection therewith shall be allocated as follows:

(a) Tenant's Right to Compensation for Improvements. Tenant shall be entitled to the value of all improvements constructed, installed, or paid for by Tenant, including any fixtures, trade fixtures, and equipment located on the Premises. Tenant shall have the exclusive right to claim, receive, and retain that portion of the condemnation award attributable to the value of its improvements, relocation expenses, and any loss of business goodwill.

(b) Landlord's Interest. Landlord shall be entitled only to that portion of any condemnation award attributable to the fair market value of the Land, excluding the value of any improvements made by Tenant.

13.3 Temporary Takings. If all or any part of the Premises is temporarily taken for a period that does not extend beyond the Term, Tenant shall continue to perform its obligations under this Lease, except for any obligations that are rendered impracticable by such temporary Taking. Tenant shall be entitled to receive any award or compensation payable for the use or occupancy of the Premises during the temporary Taking, to the extent that such award compensates Tenant for lost business, disruption, or use of its improvements.

13.4 Lease Termination Rights.

(a) Total Taking. If the entire Premises is taken, this Lease shall automatically terminate as of the effective date of the Taking (the "**Termination Date**"), and Tenant shall have no further obligation under this Lease other than obligations that accrued prior to the Termination Date.

(b) Partial Taking – Tenant's Termination Right. If a partial Taking materially impairs Tenant's ability to use the Premises for its intended purposes, Tenant shall have the option, exercisable upon written notice to Landlord within ninety (90) days after the Taking, to terminate this Lease as of the effective date of the Taking. In such event, Tenant shall be entitled to compensation for all improvements and other damages incurred by Tenant in connection with the Taking.

(c) Partial Taking – Lease Continuation. If this Lease is not terminated following a partial Taking, Base Rent shall be equitably reduced based on the portion of the Premises taken, and Tenant shall be entitled to use any portion of the condemnation award necessary to restore or modify the remaining Premises to a functional condition.

13.5 No Landlord Offset. Landlord shall have no right to offset, deduct, claim, or otherwise reduce any amount owed to Tenant under this Lease as a result of any Taking.

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ARTICLE XIV
DEFAULT BY TENANT

14.1 Events of Default. Any of the following occurrences shall constitute a default under this Lease (each, an "**Event of Default**"):

(a) Tenant fails to pay any Rent or other sum due under this Lease within five (5) business days after written notice from Landlord that such amount is past due; provided, however, that Landlord shall not be obligated to provide more than two (2) such notices in any 12-month period, and thereafter, any failure to pay shall constitute an Event of Default without further notice;

(b) Tenant fails to perform any other non-monetary obligation under this Lease and such failure continues for more than thirty (30) days after written notice from Landlord specifying the nature of the default; provided, that if such non-monetary default cannot reasonably be cured within thirty (30) days, Tenant shall not be in default if Tenant commences the cure within such period and diligently prosecutes the same to completion within a reasonable time not exceeding ninety (90) days in total;

(c) Tenant makes a general assignment for the benefit of its creditors or file a petition for bankruptcy or other reorganization, liquidation, dissolution or similar relief; (ii) has a proceeding filed against it seeking any relief mentioned in (i) above which is not discharged within sixty (60) days thereafter; or (iii) has a trustee, receiver or liquidator appointed for Tenant or a substantial part of its property.

(d) Tenant abandons or vacates the Premises for a continuous period of thirty (30) days without payment of Rent or notice to Landlord, unless due to casualty, Force Majeure, or other lawful excuse.

14.2 Landlord's Remedies Upon Default. Upon the occurrence of an Event of Default, and after the expiration of any applicable notice and cure period set forth above, Landlord may exercise any rights and remedies available to it under this Lease or at law or in equity:

(a) Landlord shall have the right to terminate this Lease by written notice to Tenant, and to recover from Tenant:

(i) The worth at the time of award of any unpaid Rent that had been earned as of the date of such termination;

(ii) The worth at the time of award of the amount by which the unpaid Rent that would have been earned after the date of termination until the time of award exceeds the amount of such loss of Rent that Tenant proves could have been reasonably avoided;

(iii) The worth at the time of award of the amount by which the unpaid Rent would have been payable, for no more than five (5) years, following the time of award exceeds the amount of such loss that Tenant proves could have been reasonably avoided. In no

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event shall Tenant be liable for more than five (5) years of future Rent following termination. Landlord shall be obligated to use commercially reasonable efforts to mitigate its damages following Lease termination, including actively marketing the Premises for reletting.

(b) Any other amounts reasonably and actually incurred by Landlord as a direct result of Tenant's material uncured Event of Default, to the extent such amounts are not otherwise recovered under this Section 14.2 and are not speculative, consequential, or punitive.

(c) Landlord hereby expressly, knowingly, and irrevocably waives any and all rights and remedies available under California Civil Code §1951.4. Landlord shall not have the right to elect to keep this Lease in effect after an Event of Default while collecting Rent as it becomes due.

(d) Entry Without Termination. Any entry onto the Premises by Landlord pursuant to this Section shall be made in a commercially reasonable manner and in compliance with all applicable laws and shall not constitute a termination of this Lease unless Landlord affirmatively elects to terminate this Lease in writing.

(e) No Acceleration of Rent. Notwithstanding anything herein to the contrary, Landlord shall not be entitled to accelerate Rent due for the balance of the Lease Term unless expressly permitted by law and such right is determined by a court of competent jurisdiction to be enforceable under the circumstances.

(f) No Double Recovery. Landlord shall not be entitled to recover duplicative damages.

(g) Tenant's Cure Rights. Before exercising any remedy under this Article 14, Landlord shall give Tenant written notice of the default and a reasonable opportunity to cure, as provided in Section 14.1.

(h) Tenant's Investment Protections. In recognition of the long-term nature of this Lease and the significant capital investment made or to be made by Tenant, Landlord shall not terminate this Lease due to a monetary default unless: (i) such default continues uncured for more than ten (10) business days after written notice to Tenant; and (ii) Landlord has provided a further ten (10) business day notice of intent to terminate, and Tenant fails to cure within that period.

14.3 Landlord's Right to Cure Tenant's Default. Landlord, at any time after Tenant commits an Event of Default which Tenant has failed to cure within the time established therefor, may cure the default at Tenant's cost. If Landlord at any time, by reason of Tenant's default, pays any sum, the sum paid by Landlord shall be due immediately from Tenant to Landlord at the time the sum is paid, and if paid at a later date, shall bear interest at the maximum rate permitted by law from the date the sum is paid by Landlord until Landlord is reimbursed by Tenant. The sum, together with interest on it, shall be additional Rent. For clarity, any right of Landlord to cure under this Section shall not expand Landlord's remedies beyond those expressly permitted under Section 14.2 and California Civil Code Section 1951.2, and Landlord hereby waives any right to proceed under Civil Code Section 1951.4.

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14.4 Notices. Notices given under this Article 14 shall specify the alleged default and the applicable Lease provisions and shall demand that Tenant perform the provisions of this Lease or pay the rent that is in arrears, as the case may be, within the applicable period of time for cure. No such notice shall be deemed a forfeiture or termination of this Lease.

ARTICLE XV
MISCELLANEOUS

15.1 Address for Notice and Rental Payments. Any notice, demand, request, or other communication required or permitted under this Lease ("**Notice**") shall be in writing and shall be deemed properly given only if delivered (a) by personal delivery, (b) by nationally recognized overnight courier (e.g., FedEx, UPS), (c) by certified mail, return receipt requested, postage prepaid, or (d) by email, provided that a hard copy of such emailed Notice is sent by one of the foregoing methods within one (1) business day. Notice shall be deemed given and effective: (i) on the date of delivery, if delivered personally; (ii) one (1) business day after being deposited with an overnight courier, with proof of delivery; (iii) three (3) business days after mailing by certified mail, return receipt requested; or (iv) on the date of email transmission, but only if a hard copy is sent within one (1) business day as required above. Notices may not be given by facsimile transmission and any such attempted Notice shall be deemed ineffective. Notices shall be sent to the parties at the addresses set forth below (or at such other address as a party may designate in writing):

Landlord Address: City of Shafter
Attn.: City Manager
336 Pacific Ave,
Shafter, CA 93263
Telephone: (209) 324 – 6051
Email:

With a copy to: Best Best & Krieger
2855 E. Guasti Rd., Suite 400
Ontario, CA 91761
Attention: Marco Martinez
Telephone: (949) 263-6582
Email: Marco.Martinez@bbklaw.com

Tenant Address: Wonderful Industrial Park Logistics LLC
11444 W. Olympic Boulevard, 10th Floor
Los Angeles, California 90064
Attention: President
Telephone: (310) 966-5700
Email: john.guinn@wonderful.com

with a copy to: The Wonderful Company LLC
11444 W. Olympic Boulevard, 10th Floor

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Los Angeles, California 90064
Attention: General Counsel
Telephone: (310) 966-5700
Email: legalnotices@wonderful.com

15.2 Commissions. Each party hereto represents and warrants to the other that there are no fees, commissions or other payments due for bringing about the execution and delivery of this Lease. If such representation and warranty is breached, each party hereby indemnifies, defends and holds harmless the other of and from each and every claim for fees, commissions or other payments made against such other party, which claim is based on the agreement or undertaking of the indemnifying party.

15.3 Cumulative Remedies. No remedy herein or otherwise conferred upon or reserved hereunder shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease may be exercised, from time to time, as often as occasion therefor may arise or as may be deemed expedient.

15.4 Governing Law. The terms of this Lease shall be governed by and construed in accordance with the laws of the State of California.

15.5 Waiver of Trial By Jury. To the maximum extent permitted by law, Tenant and Landlord both waive a trial by jury of any or all issues arising in any action or proceeding between the parties hereto or their successors, under or connected with this Lease or any of its provisions.

15.6 Arbitration; Allocation of Arbitration Fees and Costs. Any dispute, claim or controversy arising out of or relating to this Lease or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Lease to arbitrate, shall first be subject to a meet and confer process between the parties. The parties shall meet and confer in good faith within thirty (30) days of the written request by either party to attempt to resolve the dispute informally. If the dispute is not resolved during this period, either party may initiate binding arbitration, which shall be conducted in Bakersfield, California, before one (1) arbitrator selected in accordance with the procedures set forth below. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules. The arbitrator shall be chosen from a list of seven (7) names submitted by JAMS to the parties in accordance with the applicable JAMS rule for selecting arbitrators, and the proposed arbitrators shall, to the extent possible, have relevant arbitration experience in the subject matter of the arbitration under this Lease. Judgment on the arbitrator's award may be entered in any court having appropriate jurisdiction. The prevailing party shall be entitled to its reasonable attorneys' fees and costs (based on market rates) from the non-prevailing party. The parties will share equally the administrative costs of the arbitration and the arbitrator's fees. This Section 15.6 shall not preclude the parties from seeking provisional remedies, including injunctive relief, in aid or arbitration or otherwise from a court of appropriate jurisdiction.

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15.7 Entire Agreement. All negotiations, considerations, representations and understandings between the parties relating to this Lease are merged herein and may be modified or altered only by an agreement in writing between the parties hereto.

15.8 Captions. The headings of the several articles and sections contained herein are for convenience of reference only and do not define, limit or construe the contents of such articles and sections.

15.9 Partial Invalidity. If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, but each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

15.10 Covenants Running with the Land; Survival. This Lease and each and every covenant, agreement, condition and undertaking shall be deemed to be running with the Property during the Term of this Lease and shall be binding upon and inure to the benefit of the respective parties hereto, their legal representatives, heirs, executors, administrators, successors and assigns. All claims arising hereunder which could survive the expiration or earlier termination of this Lease must be made, if at all, by written notice delivered to the other party on or before the expiration of one (1) year from the expiration or earlier termination of this Lease, and any action to enforce any such claim must be filed on or before the expiration of fifteen (15) months from the expiration or earlier termination of this Lease.

15.11 Memorandum of Lease. The parties shall execute, acknowledge and record in the Official Records of Kern County, California a memorandum of ground lease and right to acquire fee title (the "**Memorandum**") in the form of **Exhibit D** attached hereto. The parties agree that upon the expiration or termination of this Lease, the parties will mutually record a termination of ground lease in the Official Records of Kern County, California.

15.12 Not a Partnership. Nothing herein contained shall be construed as creating a partnership, joint venture or any other relationship between Landlord and Tenant, other than that of landlord and tenant. In addition, this Lease is made an entered into for the sole protection and benefit of Landlord and Tenant. No other person shall have any right of action based upon any provision in this Lease.

15.13 Merger. If both Landlord's and Tenant's estates in and to the Premises become vested in the same owner, this Lease shall not be destroyed by application of the doctrine of merger except by the Tenant's express election and consent.

15.14 Force Majeure. The time for performance by either Landlord or Tenant of any term, covenant, or condition of this Lease (other than Tenant's obligation to pay Rent or other monetary sums due hereunder) shall be extended for the period of any delay resulting from causes beyond the reasonable control of the affected party (a "**Force Majeure Event**"). As used herein, a "Force Majeure Event" shall include, but is not limited to: acts of God, strikes, lockouts, labor

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disputes, civil commotion, war, terrorism, pandemics, epidemics, governmental restrictions or regulations, floods, fire, unusual weather events, inability to obtain materials or labor.

15.15 Facilitation. Each party agrees to perform such further acts and to execute and deliver such further documents as may be reasonably necessary to carry out the provisions of this Lease and are consistent therewith.

15.16 Waiver. No waiver of any of the terms or conditions of this Lease shall be binding or effective unless expressed in writing and signed by the party giving such waiver.

15.17 No Subordination. Tenant's interest in the Premises under this Lease is not, and shall not be hereafter, subordinate to any deed of trust, mortgage deed, mortgage, deed to secure debt or to any other lien, encumbrance, condition, restriction, covenant or agreement affecting the Premises. Landlord shall not execute, or consent to the execution of, any instrument which could adversely affect the priority of this Lease.

15.18 Interest. Wherever in this Lease a party is entitled to interest on sums it has expended, such amount shall bear interest from the date of expenditure until the date of repayment at an annual rate ("**Default Rate**") equal to seven percent (7%) above the prime rate of interest from time to time announced by Bank of America, but not greater than the highest non-usurious rate then permitted by law.

15.19 No Landlord Liens; Waiver of Landlord's Lien Rights. Landlord shall not impose, suffer, or permit any liens, assessments, or encumbrances upon Tenant's Improvements, trade fixtures, equipment, inventory, or personal property located on the Premises (collectively, "**Tenant Property**"), and such Tenant Property shall not be subject to or included in any financing or security interest secured by the Premises without Tenant's prior written consent. Landlord hereby expressly and unconditionally waives any statutory, contractual, or common law lien rights (including, without limitation, any landlord's lien or right of distraint) against Tenant Property, whether arising for nonpayment of rent or otherwise. This waiver is intended to be, and shall be, automatic and self-operating. Notwithstanding the foregoing, upon Tenant's request, Landlord shall, within ten (10) business days after such request, execute and deliver any instrument reasonably required by Tenant or its lenders to evidence or confirm such waiver.

15.20 BNSF Track Services Agreement. Landlord and Burlington Northern and Santa Fe Railway Company ("**Railroad**") are parties to that certain Industry Track Agreement dated July 27, 2005, as amended by that certain First Amendment to Industry Track Agreement dated April 15, 2009 and that certain Second Amendment to Industry Track Agreement dated March 19, 2012, 2012 (as amended, the "**Industry Track Agreement**"). Landlord agrees to either (a) assign its interest in the Industry Track Agreement to the Tenant, subject to Railroad's consent, or (b) cooperate with Railroad and Tenant to negotiate a new Industry Track Agreement for the benefit of Tenant on terms reasonably acceptable to Tenant. If (i) the parties are unable, after using good faith efforts, to obtain Railroad's consent to an assignment of the Industry Track Agreement to Tenant, or (ii) Tenant and Railroad are unable to agree upon the terms of a new Industry Track Agreement reasonably acceptable to Tenant within a reasonable period of time following the

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Commencement Date, then Tenant shall have the right to terminate this Lease upon written notice to Landlord, without penalty or further liability, except for obligations that expressly survive termination as set forth in this Lease.

15.21 Holding Over. If Tenant shall hold over the Premises after the expiration of the term hereof with the consent of Landlord, either express or implied, such holding over shall be construed to be only a tenancy from month to month, subject to all the covenants, conditions and obligations contained in this Lease. Tenant hereby agrees to pay to Landlord as monthly rental 125% of the Base Rent in effect at the expiration of the term, together with any other monetary sums which are Tenant's obligations to pay under this Lease.

15.22 Exhibits. Notwithstanding anything in this Agreement to the contrary, the dimensions depicted on the Exhibits attached hereto are approximations only and shall in no way deemed to be binding.

15.23 Quitclaim. At the expiration or earlier termination of this Lease, Tenant shall execute, acknowledge and deliver to Landlord within 30 days after written demand from Landlord to Tenant, any quitclaim deed or other document required by any reputable title company to remove the cloud of this Lease from the real property subject to this Lease.

15.24 Estoppel Certificate. Tenant agrees to deliver, within fifteen (15) business days after written request therefor by Landlord an estoppel certificate in a form reasonably requested by Landlord certifying that this Lease is unmodified and is in full force and effect (if such be the case), certifying the commencement and termination dates of the Lease Term, certifying that there has been no assignment or sublease of this Lease and that there are no defenses or offsets hereto (or stating those claimed by Tenant) and containing such other information as may reasonably be requested by the party to whom such certificate is addressed.

15.25 Qualified Commercial Tenant Status/SB 1103 Compliance. Tenant hereby represents that, as of the date of Lease execution, it is not deemed a "qualified commercial tenant" defined in California Civil Code section 827(b)(7)(D) as follows:

(a) A sole proprietorship, partnership, limited liability company, or corporation that (i) has 5 or fewer employees, including the owner, and (ii) generally lacks sufficient access to loans, equity, or other financial capital (a "microenterprise," as defined in California Business and Professions Code section 18000),

(b) A restaurant with fewer than 10 employees, or

(c) A nonprofit organization with fewer than 20 employees.

15.26 Lease Negotiated in English. The parties acknowledge and agree that this Lease was negotiated and executed in the English language. If a translation of this Lease is provided to any party, it is for convenience only, and the English version shall control in the event of any conflict or discrepancy between the English version and the translated version.

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15.27 CASP. Pursuant to California Civil Code § 1938, Landlord hereby states that the Premises have not undergone inspection by a Certified Access Specialist (CASp) (defined in California Civil Code § 55.52(a)(3)). Pursuant to Section 1938 of the California Civil Code, Landlord hereby provides the following notification to Tenant: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or Landlord may not prohibit the Tenant or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the Tenant or tenant, if requested by the Tenant or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction related accessibility standards within the premises." If Tenant requests to perform a CASp inspection of the Premises, Tenant shall, at its cost, retain a CASp approved by Landlord (provided that Landlord may designate the CASp, at Landlord's option) to perform the inspection of the Premises at a time agreed upon by the Parties. Tenant shall provide Landlord with a copy of any report or certificate issued by the CASp (the "**CASp Report**") and Tenant shall, at its cost, promptly complete any modifications necessary to correct violations of construction related accessibility standards identified in the CASp Report. Tenant agrees to keep the information in the CASp Report confidential except as necessary for the Tenant to complete such modifications.

15.28 Landlord's Right to Sell. Landlord shall have the right to sell its fee estate in the Property and assign its interest in this Lease without limitation; provided, however, that any such sale shall be subject to this Lease. Upon any such conveyance, Landlord shall automatically be relieved of any obligations under this Lease the occur after such assignment. Landlord shall also have the right to mortgage, hypothecate or otherwise pledge its interest in the Property and this Lease, at no additional cost or expense to Tenant.

15.29 Right of First Refusal to Purchase. If, at any time during the Term (as may be extended) Landlord receives a bona fide offer from a third party to purchase the Premises, or if Landlord intends to sell or otherwise transfer the Premises to any third party (collectively, a "**Proposed Sale**"), Tenant shall have the right of first refusal to purchase the Premises on the same terms and conditions as the Proposed Sale, but in any event, subject to the following provisions.

(a) Notice of Offer. Before accepting or entering into any agreement for a Proposed Sale, Landlord shall provide Tenant with written notice (the "**Notice of Offer**"), which shall include (i) the name and contact information of the third-party buyer, and (ii) a full and complete copy of the proposed purchase agreement, or if not available, a detailed written summary of all material terms, including purchase price, payment terms, financing conditions, due diligence periods, and closing timelines.

(b) Tenant's Right to Exercise. Tenant shall have thirty (30) days from receipt of the Notice of Offer to elect, by written notice to Landlord, to purchase the Premises on the same terms and conditions set forth in the Notice of Offer. If the Offer includes non-cash consideration,

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Tenant shall have the option to substitute equivalent fair market value cash consideration, to be determined by an independent appraiser if necessary.

(c) Landlord's Obligation to Sell to Tenant. If Tenant exercises its right of first refusal within the specified period, Landlord shall be obligated to sell the Premises to Tenant on the terms set forth in the Notice of Offer. The parties shall negotiate in good faith and execute a formal purchase agreement within ninety (90) days following Tenant's exercise of the right. Closing shall occur in accordance with the timeline set forth in the Notice of Offer, unless otherwise agreed in writing by the parties.

(d) Failure to Exercise and Third-Party Sale. If Tenant fails to exercise its right of first refusal within the specified period, Landlord may proceed with the sale to the third party on the same terms and conditions set forth in the Notice of Offer. However, if Landlord proposes to materially modify the terms of the sale (including a lower price or more favorable terms to the buyer), Landlord must provide Tenant with a new Notice of Offer, and Tenant shall again have the right of first refusal for forty-five (45) days to match the revised terms.

(e) Exclusions & Exempt Transfers. The right of first refusal shall be personal to the original Tenant or a Permitted Transfer and shall not apply to: (i) a transfer of the Premises to an affiliate or entity controlled by Landlord, provided the transferee assumes all obligations of Landlord under this Lease, (ii) a transfer as part of a merger, corporate reorganization, or sale of substantially all of Landlord's assets, and (iii) a mortgage, deed of trust, or other security interest granted in favor of a lender (but shall apply if the lender later forecloses and sells the Premises).

(f) Survival & Assignability. Tenant's right of first refusal shall remain in effect throughout the Term of the Lease, including any renewal or extension periods. Tenant may assign this right to an affiliate or an entity approved by Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed.

15.30 Reservation of Powers. Nothing in this Lease shall be construed to limit, waive, or impair City's police powers or its independent governmental obligations under applicable law. This Lease shall not predetermine, obligate, or commit City to approve any permits, entitlements, or projects contemplated by Tenant without first conducting and completing all legally required reviews, determinations, and findings.

[SIGNATURES ON FOLLOWING PAGE]

Docusign Envelope ID: 9302D815-956E-4D61-B6BC-F1067F46BB6E

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first above written.

LANDLORD:

CITY OF SHAFTER,
a California municipal corporation

By: _____
Lance Lippincott
City Manager

ATTEST:

City Clerk

APPROVED TO FORM:

Marco Martinez, Attorney for City

TENANT:

WONDERFUL INDUSTRIAL PARK LOGISTICS LLC,
a Delaware limited liability company

Signed by:
By: _____
DC271ACBF6564F8...
Name: Craig B. Cooper
Title: Executive Vice President

Docusign Envelope ID: 9302D815-956E-4D61-B6BC-F1067F46BB6E

EXHIBIT A
Legal Description and Depiction of Land
[SEE ATTACHED]

Docusign Envelope ID: 9302D815-956E-4D61-B6BC-F1067F46BB6E

EXHIBIT “A”

CITY OF SHAFTER OWNED PROPERTY

LEGAL DESCRIPTION

PARCEL 1: (APN: 090-180-29, 091-252-72 & 091-253-09)

BEING ALL THOSE PORTIONS OF SECTION 25 OF TOWNSHIP 28 SOUTH, RANGE 25 EAST, AND SECTIONS 30 AND 31, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 31 MARKED BY A CONCRETE MONUMENT WITH A TWO INCH BRASS CAP SCRIBED AND STAMPED FOR THE APPROPRIATE CORNER; THENCE ALONG THE FOLLOWING THIRTEEN (13) COURSES:

1) SOUTH 02°08'33" WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 31, A DISTANCE OF 9.24 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THAT CERTAIN EASEMENT GRANTED TO THE SAN FRANCISCO AND SAN JOAQUIN VALLEY RAILROAD COMPANY IN BOOK 15, PAGE 301, AND BOOK 73 PAGES 113, 121, 124 AND 126, ALL OF DEEDS (SAID STRIP BEING 100 FEET WIDE LYING. EQUALLY ON EACH SIDE OF THE EXISTING MAIN LINE); THENCE

2) NORTH 44°16'28" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-W A Y LINE, A DISTANCE OF 3,748.25 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SECTION 30; THENCE

3) CONTINUING NORTH 44°16'28" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 3,891.65 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 30, SAID POINT ALSO BEING A POINT ON THE EASTERLY LINE OF SAID SECTION 25; THENCE

4) CONTINUING NORTH 44°16'28" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 3,586.85 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 25; THENCE

5) DEPARTING FROM SAID NORTHEASTERLY RIGHT-OF-WAY LINE, SOUTH 89°03'54" EAST, ALONG THE NORTH LINE OF SAID SECTION 25, A DISTANCE OF 70.97 FEET TO A POINT 50.00 FEET NORTHEASTERLY, AS MEASURED AT RIGHT ANGLES, TO SAID NORTHEASTERLY RIGHT-OF-W A Y LINE; THENCE

6) SOUTH 44°16'28" EAST, PARALLEL WITH SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 3,296.22 FEET; THENCE

7) SOUTH 89°48'47" EAST, A DISTANCE OF 106.48 FEET TO A POINT 126.00 FEET NORTHEASTERLY, AS MEASURED AT RIGHT ANGLES TO SAID NORTHEASTERLY RIGHT-OF-WAY LINE; THENCE

8) SOUTH 44°16'28" EAST, PARALLEL WITH SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 41.88 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 30; THENCE

9) CONTINUING SOUTH 44°16'28" EAST, PARALLEL WITH SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 4,141.48 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 31; THENCE

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10) CONTINUING SOUTH 44°16'28" EAST, PARALLEL WITH SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 734.51 FEET; THENCE

11) NORTH 45°43'32" EAST, AT RIGHT ANGLES TO SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 181.00 FEET TO A POINT 307 .00 FEET NORTHEASTERLY, AS MEASURED AT RIGHT ANGLES, TO SAID NORTHEASTERLY RIGHT-OF-WAY LINE; THENCE

12) SOUTH 44°16'28" EAST, PARALLEL WITH SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2,595.57 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 31; THENCE

13) SOUTH 02°08'50" WEST, ALONG SAID EAST LINE, A DISTANCE OF 414.54 FEET TO THE POINT OF BEGINNING.

RESERVING THEREFROM TO GRANTOR AND ITS SUCCESSORS AND ASSIGNS FOREVER A PERMANENT RIGHT AND EASEMENT TO CONSTRUCT, INSTALL, MAINTAIN, OPERATE, ENLARGE, IMPROVE, RELOCATE, REMOVE, REPAIR AND RENEW AND TO PERMIT ANY IRRIGATION OR WATER COMPANY TO CONSTRUCT, INSTALL, MAINTAIN, OPERATE, ENLARGE, IMPROVE, RELOCATE, REMOVE, REPAIR AND RENEW, AT ANY TIME AND FROM TIME TO TIME, AT THE SOLE COST AND EXPENSE OF GRANTEE, ITS SUCCESSORS AND ASSIGNS, WITHOUT ANY CHARGE WHATSOEVER TO GRANTOR, ITS SUCCESSORS AND ASSIGNS, OR TO SUCH IRRIGATION OR WATER COMPANY, ANY AND ALL PIPELINES, PIPES, CULVERTS, DITCHES, CANALS AND RELATED FIXTURES, DEVICES, MACHINERY AND APPURTENANCES IN CONNECTION THEREWITH IN, UNDER, ALONG AND ACROSS THE PROPERTY BEING GRANTED TO GRANTEE HEREBY.

CONTAINING 37.51 ACRES (GROSS), MORE OR LESS.

PARCEL 2: (APN: 091-261-13 & 091-261-16)

REAL PROPERTY IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 3 OF PARCEL MAP 11028 IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA, AS PER MAP RECORDED OCTOBER 20, 2004 IN BOOK 53, PAGES 156 THROUGH 159 INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION OF LAND GRANTED TO THE BNSF RAILWAY COMPANY, A DELAWARE CORPORATION IN GRANT DEED RECORDED AS INSTRUMENT NO. 0206307301 OF OFFICIAL RECORDS.

CONTAINING 31.14 ACRES (GROSS), MORE OR LESS.

Docusign Envelope ID: 9302D815-956E-4D61-B6BC-F1067F46BB6E

EXHIBIT "A"

THE PROPERTY

CITY OWNED

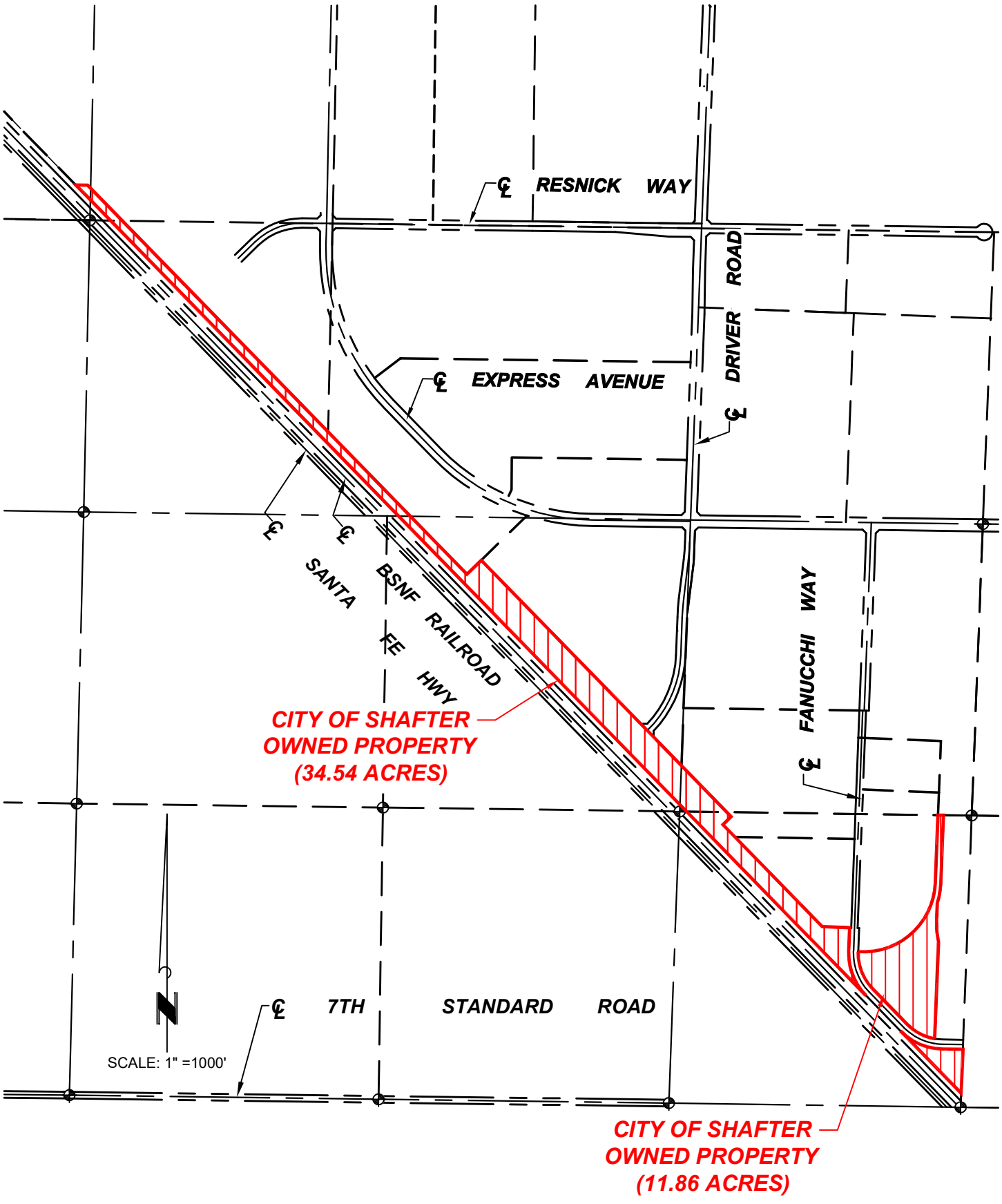

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EXHIBIT B
Legal Description and Depiction of the Premises
[SEE ATTACHED]

Docusign Envelope ID: 9302D815-956E-4D61-B6BC-F1067F46BB6E

EXHIBIT "B"

CITY OF SHAFTER RAIL PROPERTY LEASE

LEGAL DESCRIPTION

LEASE AREA

BEING A PORTION OF PARCEL 3 OF PARCEL MAP NO. 11028, FILED OCTOBER 20, 2004 AT BOOK 53, PAGE 158 OF PARCEL MAPS IN THE OFFICE OF THE KERN COUNTY RECORDER AND ALL THOSE PORTIONS OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 25 EAST, AND SECTIONS 30, 31, AND 32, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 31 MARKED BY A CONCRETE MONUMENT WITH BRASS CAP SCRIBED AND STAMPED FOR THE APPROPRIATE CORNER, THENCE SOUTH 02°08'33" WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 31, A DISTANCE OF 9.24 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY OF THAT CERTAIN EASEMENT GRANTED TO THE SAN FRANCISCO AND SAN JOAQUIN VALLEY RAILROAD COMPANY IN BOOK 15, PAGE 301, AND BOOK 73, PAGES 113, 121, 124 AND 126 OF DEEDS, AND THE **TRUE POINT OF BEGINNING.**

1) THENCE NORTH 44°16'28" WEST, ALONG SAID NORTHEASTERLY RIGHT OF WAY OF SAID EASEMENT TO THE SAN FRANCISCO AND SAN JOAQUIN VALLEY RAILROAD COMPANY, A DISTANCE OF 3,748.25 FEET TO THE SOUTHERLY LINE OF SAID SECTION 30;

2) THENCE CONTINUING ALONG THE NORTHEASTERLY RIGHT OF WAY OF SAID EASEMENT TO THE SAN FRANCISCO AND SAN JOAQUIN VALLEY RAILROAD COMPANY, NORTH 44°16'28" WEST, A DISTANCE OF 3,891.65 FEET TO THE WEST LINE OF SAID SECTION 30 AND THE EASTERLY LINE OF SAID SECTION 25;

3) THENCE CONTINUING ALONG THE NORTHEASTERLY RIGHT OF WAY OF SAID EASEMENT TO THE SAN FRANCISCO AND SAN JOAQUIN VALLEY RAILROAD COMPANY, NORTH 44°16'28" WEST, A DISTANCE OF 3,586.85 FEET TO THE NORTH LINE OF SAID SECTION 25;

4) THENCE LEAVING THE NORTHEASTERLY RIGHT OF WAY OF SAID EASEMENT TO THE SAN FRANCISCO AND SAN JOAQUIN VALLEY RAILROAD COMPANY AND ALONG THE NORTH LINE OF SAID SECTION 25, SOUTH 89°03'54" EAST, A DISTANCE OF 70.97 FEET;

5) THENCE SOUTH 44°16'28" EAST, A DISTANCE OF 3,296.22 FEET;

6) THENCE SOUTH 89°48'47" EAST, A DISTANCE OF 106.48 FEET;

7) THENCE SOUTH 44°16'28" EAST, A DISTANCE OF 41.88 FEET TO THE WEST LINE OF SAID SECTION 30;

8) THENCE SOUTH 44°16'28" EAST, A DISTANCE OF 4,141.48 TO THE NORTH LINE OF SAID SECTION 31;

9) THENCE SOUTH 44°16'28" EAST, A DISTANCE OF 734.51 FEET;

10) THENCE NORTH 45°43'32" EAST, A DISTANCE OF 181.00 FEET;

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11) THENCE SOUTH 44°16'28" EAST, A DISTANCE OF 2,595.57 TO THE EAST LINE OF SAID SECTION 31;

12) THENCE SOUTH 44°16'28" EAST, A DISTANCE OF 586.85 FEET TO THE EAST-WEST MID SECTION LINE OF SAID SECTION 32;

13) THENCE SOUTH 44°16'28" EAST, A DISTANCE OF 57.55 FEET;

14) THENCE SOUTH 45°43'32" WEST, A DISTANCE OF 105.00 FEET;

15) THENCE SOUTH 44°16'28" EAST, A DISTANCE OF 1288.03 FEET;

16) THENCE SOUTH 87°44'22" EAST, A DISTANCE OF 248.53 FEET TO THE WESTERLY RIGHT OF WAY OF FANUCCHI WAY;

17) THENCE ALONG THE WESTERLY RIGHT OF WAY OF SAID FANUCCHI WAY, SOUTH 02°11'23" WEST, A DISTANCE OF 212.42 FEET TO THE BEGINNING OF A NON-TANGENT CURVE WITH A 543.00 FOOT RADIUS TO WHICH THE BEGINNING OF CURVE BEARS A RADIAL OF SOUTH 87°48'37" EAST;

18) THENCE CONTINUING ALONG THE WESTERLY RIGHT OF WAY OF SAID FANUCCHI WAY AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°27'51", AN ARC DISTANCE OF 440.35 FEET;

19) THENCE LEAVING THE WESTERLY RIGHT OF WAY OF SAID FANUCCHI WAY, SOUTH 45°43'32" WEST, A DISTANCE OF 50.00 FEET TO THE NORTHEASTERLY RIGHT OF WAY OF SAID EASEMENT TO THE SAN FRANCISCO AND SAN JOAQUIN VALLEY RAILROAD COMPANY;

20) THENCE ALONG THE NORTHEASTERLY RIGHT OF WAY OF SAID EASEMENT TO THE SAN FRANCISCO AND SAN JOAQUIN VALLEY RAILROAD COMPANY, NORTH 44°16'28" WEST, A DISTANCE OF 2360.61 FEET TO THE **TRUE POINT OF BEGINNING.**

EXCEPTING THEREFROM THE SOUTHWESTERLY 50.00 FEET OF SAID LAND.

SAID PARCEL CONTAINS 34.54 ACRES (1,504,412) MORE OR LESS.

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EXHIBIT "B"

THE PREMISES LEASED

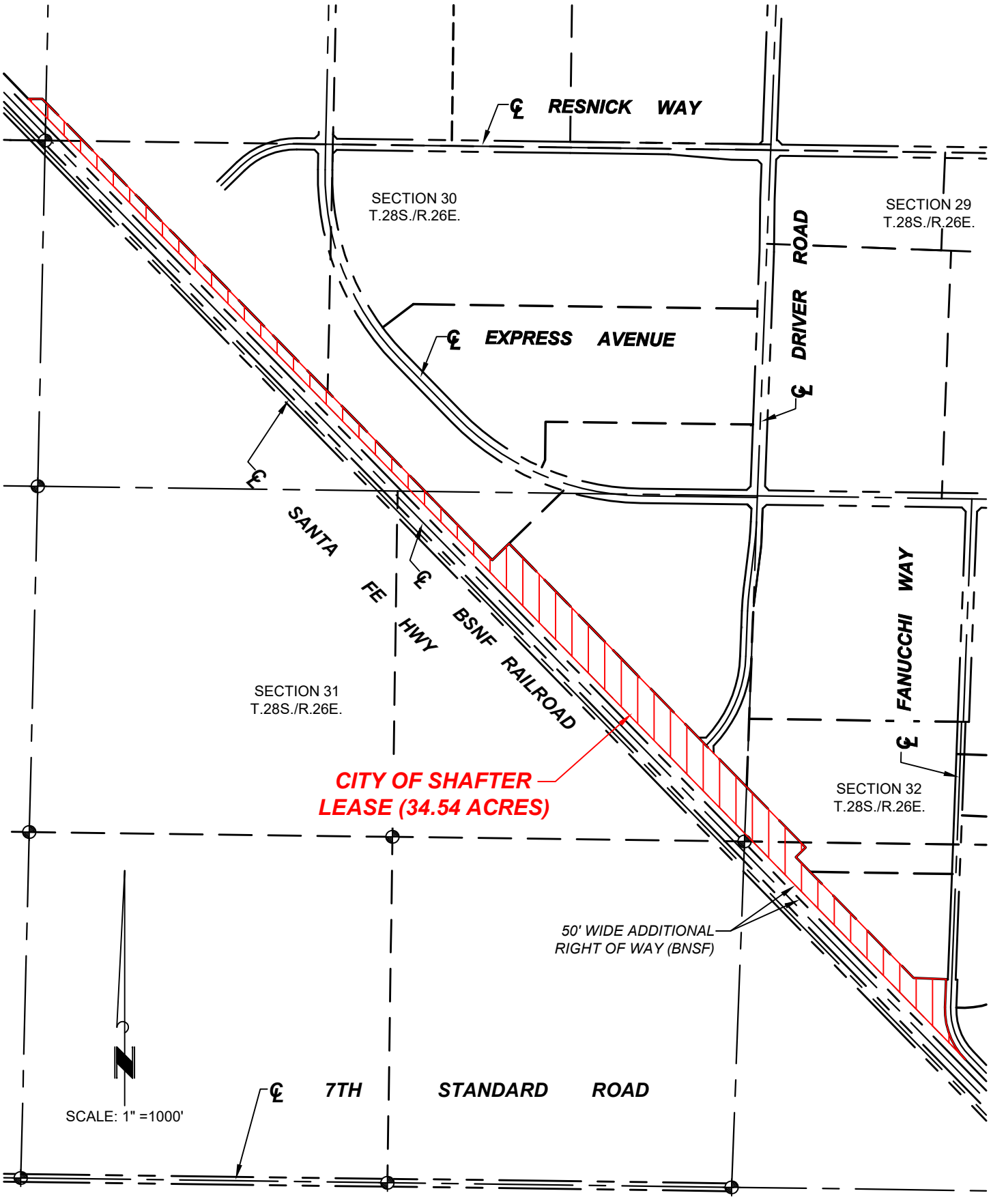

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EXHIBIT C
Commencement Date Notice
[SEE ATTACHED]

Docusign Envelope ID: 9302D815-956E-4D61-B6BC-F1067F46BB6E

COMMENCEMENT DATE MEMORANDUM

This COMMENCEMENT DATE MEMORANDUM (this **"Memorandum"**) is made this _____day of _____, 2026, between the **CITY OF SHAFTER**, a California municipal corporation ("**Landlord**") and **WONDERFUL INDUSTRIAL PARK LOGISTICS LLC**, a Delaware limited liability company ("**Tenant**").

WHEREAS, Landlord and Tenant entered into a Ground Lease dated as of _____, 2026 (the "**Lease**") with respect to the Premises (as defined in the Lease). Capitalized terms not defined herein shall have the meanings set forth in the Lease.

NOW, THEREFORE, pursuant to the provisions of the Lease, Landlord and Tenant mutually agree to as follows:

1. The Commencement Date of the Initial Term is _____. The Initial Term shall expire at 11:59 p.m. on **[26 years after the Commencement Date]**, unless otherwise extended or terminated in accordance with the terms and provisions of the Lease.

2. If exercised by Tenant pursuant to the terms of the Lease, the first Extension Term will commence on _____ and end at 11:59 p.m. on _____; and the second Extension Term will commence on _____ and end at 11:59 p.m. on _____.

3. Tenant's monthly Base Rent for the Initial Term is set forth in the below payment schedule:

Lease Year	Period	Monthly Rent
1		$76,527.50
2		$78,823.33
3		$81,188.02
4		$83,623.67
5		$86,132.38
6		$88,716.35
7		$91,377.84
8		$94,119.17
9		$96,942.75
10		$99,851.03

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Commencing on the eleventh (11) anniversary of the Commencement Date, and each anniversary thereafter through the Term (including during any Extension Term), Tenant's monthly Base Rent shall be adjusted annually based on the percentage increase of the CPI.

4. The Parties hereby agree that the Lease is in full force and effect.

5. This Memorandum may be executed simultaneously in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument, which may be delivered by facsimile or electronically transmitted portable document format (PDF) of signature pages (including any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com).

[SIGNATURES APPEAR ON NEXT PAGE]

Docusign Envelope ID: 9302D815-956E-4D61-B6BC-F1067F46BB6E

IN WITNESS WHEREOF, the parties hereto have caused Memorandum to be executed as of the day and year first set forth above.

LANDLORD:	**TENANT:**
CITY OF SHAFTER, a California municipal corporation	**WONDERFUL INDUSTRIAL PARK LOGISTICS LLC,** a Delaware limited liability company
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

Docusign Envelope ID: 9302D815-956E-4D61-B6BC-F1067F46BB6E

EXHIBIT D
Memorandum

RECORDING REQUESTED BY AND)
AFTER RECORDATION MAIL TO:)
)
Wonderful Industrial Park Logistics LLC)
11444 W. Olympic Boulevard, 10th Floor)
Los Angeles, California 90064)
Attn: General Counsel)

Space above this line for recorder's use

MEMORANDUM OF GROUND LEASE

This is a Memorandum of Ground Lease dated as of _____, 2026, by and between **THE CITY OF SHAFTER**, a California municipal corporation ("**Landlord**") whose address is P.O. Box 434, Lost Hills, CA 93249, and **WONDERFUL INDUSTRIAL PARK LOGISTICS LLC**, a Delaware limited liability company ("**Tenant**") whose address is 11444 W. Olympic Boulevard, 10th Floor, Los Angeles, California 90064. On the terms and subject to the conditions contained in that certain ground lease between Landlord and Tenant dated ____ _____, 2026 (the "**Lease**"), the terms and conditions of which are incorporated into this memorandum by reference, Landlord has leased to Tenant the real property located in the City of Shafter, County of Kern, State of California, as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "**Premises**").

The Lease shall commence on the Commencement Date (as defined in the Lease) and shall terminate twenty-six (26) years thereafter subject to the terms and conditions of the Lease, including Tenant's two (2) options to extend the term of the Lease an additional twelve (12) years each.

The Lease contains a right of first refusal granted in favor of Tenant under Section 15.29, where Tenant can exercise at any point during the Term (as defined in the Lease.)

Nothing contained herein is intended to or does change or modify any of the terms or provisions of the Lease, or the rights, duties, obligations, conditions and agreements created thereby, all of which remain in full force and effect. In the event of any conflict or inconsistency between the terms of this Memorandum of Lease and the terms of the Lease, the terms of the Lease shall govern and control for all purposes.

[SIGNATURES APPEAR ON NEXT PAGE]

Docusign Envelope ID: 9302D815-956E-4D61-B6BC-F1067F46BB6E

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum on the day and year written above.

LANDLORD:	**TENANT:**
CITY OF SHAFTER, a California municipal corporation	**WONDERFUL INDUSTRIAL PARK LOGISTICS LLC,** a Delaware limited liability company
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Exhibit D

Docusign Envelope ID: 9302D815-956E-4D61-B6BC-F1067F46BB6E

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 2026, 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 signatures(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.

_____
Notary Public (Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2026, 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 signatures(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.

_____
Notary Public (Seal)

Exhibit D

Docusign Envelope ID: 9302D815-956E-4D61-B6BC-F1067F46BB6E

Exhibit A

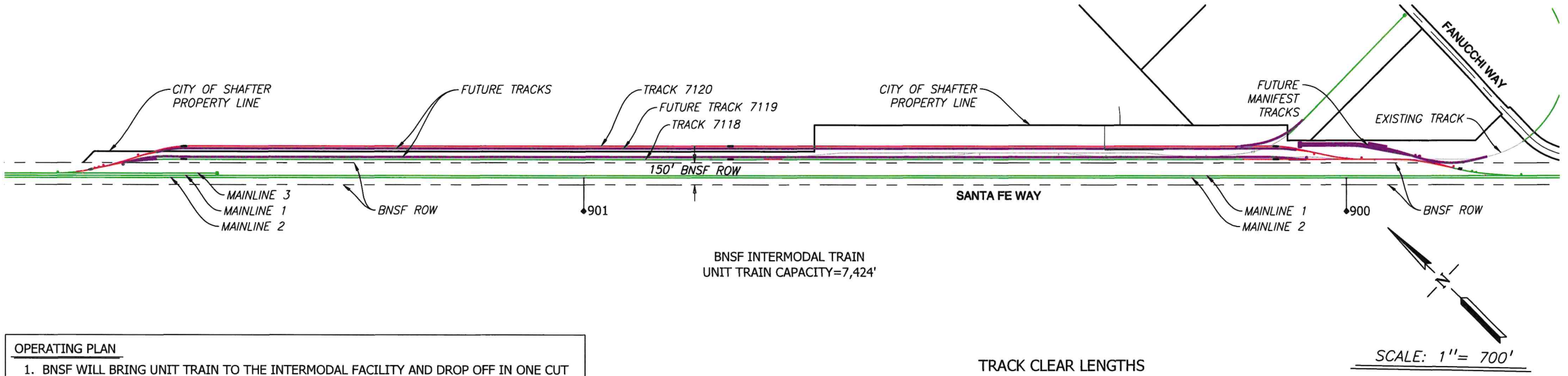
Legal Description

Docusign Envelope ID: 9302D815-956E-4D61-B6BC-F1067F46BB6E

EXHIBIT E

Tenant Improvements
[SEE ATTACHED]

PLOT DATE/TIME: 1/16/2026 - 8:44am
CAD FILE: E:\altacivil.com\Projects - Documents\2025\Wonderful\intermodal\dwg\100% Plans\C2 Overall.dwg



BNSF INTERMODAL TRAIN
UNIT TRAIN CAPACITY=7,424'

SCALE: 1"= 700'

OPERATING PLAN

1. BNSF WILL BRING UNIT TRAIN TO THE INTERMODAL FACILITY AND DROP OFF IN ONE CUT
2. DROP AND PULL TRACKS - TRACK 7118, 7119, AND 7120
3. MANIFEST IS NOT NECESSARY AT THIS TIME (SHOWN AS FUTURE IF EVER NEEDED)

TRACK CLEAR LENGTHS

TRACK	CLEAR LENGTH	TANGENT LENGTH
7118	8,247'	7,424'
7119	7,491'	7,424'
7120	7,493'	7,424'

SCOPE OF WORK

BNSF PORTION

1. REALIGN 55 TRACK FROM BEGINNING OF OLD CURVE AT STA 1+17.05 TO 14' CLEAR POINT AT STA 1+72.01.
2. PERFORM ALL GRADING

INDUSTRY PORTION

1. INSTALL DPSS DERAIL AT STA 2+84.95.
2. INSTALL 477 TRACK FEET OF TRACK 7118 FROM 14' CLEAR POINT AT STA 1+72.01 TO END OF REALIGNMENT AT STA 6+48.77, INCLUDING RELOCATED NO 11 LHTO AT STA 3+14.95.
3. REMOVE NO 11 LHTO FROM TRACK 7118 AT STA 48+26.59 AND RERAIL 125 TRACK FEET. RELOCATE TURNOUT TO TRACK 7118 AT STA 3+14.95.
4. REMOVE NO 11 RHTO FROM EX. TRACK 7120 AND RELOCATE TO TRACK 7120 AT STA 2+50.09.
5. REMOVE NO 11 RHTO FROM TRACK 7118 AT STA 88+20.47 AND RELOCATE TO TRACK 7118 AT STA 89+20.20.
6. REMOVE NO 11 RHTO FROM EX. TRACK 7119 AND RELOCATE TO TRACK 7120 AT STA 83+01.10. RECONSTRUCT EXISTING RHTO TO A LHTO.
7. REALIGN EXISTING TRACK 7118 FROM STA 81+03.64 TO STA 94+57.83, REMOVING NO 15 RHTO FROM TRACK 7118 AT STA 90+10.62 AND RERAIL 167 TRACK FEET.
9. INSTALL 7,796 TRACK FEET OF TRACK 7119 FROM LLT AT STA 1+24.95 TO LLT AT STA 79+20.65.
10. INSTALL 8,378 TRACK FEET OF TRACK 7120 FROM LLT AT STA 1.24.95 TO LLT AT STA 85+02.76, INCLUDING 1 RELOCATED NO 11 RHTO AT STA 2+50.09 AND 1 RELOCATED NO 11 LHTO AT STA 83+01.10.
11. PERFORM ALL GRADING

RELOCATE EXISTING CROSSING AND ACCESS GATES NORTH AND SOUTH

GENERAL NOTES

1. ALL WORK AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE BNSF RAILWAY, AS COVERED UNDER THEIR GUIDELINES FOR INDUSTRY TRACK PROJECTS AND/OR THE LATEST VERSION OF THE AREMA MANUAL.
2. ALL UTILITIES INDICATED ON THE DRAWINGS ARE ACCORDING TO THE BEST INFORMATION AVAILABLE TO THE ENGINEER. HOWEVER, ALL THE EXISTING UTILITIES MAY NOT BE SHOWN. CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING ALL UTILITIES PRIOR TO STARTING ANY WORK. UTILITIES DAMAGED BY THE CONTRACTOR SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT HIS EXPENSE. UTILITIES REQUIRING ADJUSTMENT/PROTECTION DUE TO TRACK CONSTRUCTION SHALL BE ADJUSTED/PROTECTED IN ACCORDANCE WITH BNSF STANDARDS.
3. CLEARANCES TO EXISTING/PROPOSED STRUCTURES MUST MEET BNSF STANDARDS OR BE COVERED BY AN APPROPRIATE AGREEMENT. MINIMUM SIDE CLEARANCES TO ANY STRUCTURE MUST BE 8-6".
4. THE SIDES OF THE RAIL SHALL BE MARKED WITH YELLOW PAINT AT ALL 14' CLEAR POINTS AND THE NEAREST CROSS TIE SHALL BE MARKED WITH REFLECTORS AND YELLOW PAINT.
5. CONTRACTOR SHALL BE RESPONSIBLE TO MAKE SURE ALL CURRENT FEDERAL, STATE AND LOCAL REGULATIONS ARE FOLLOWED IN THE CONSTRUCTION OF THIS PROJECT. EROSION AND SEDIMENTATION CONTROL SHALL BE IN ACCORDANCE WITH CURRENT STATE AND LOCAL STANDARDS. THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE A SWPPP PLAN IF REQUIRED.
6. ALL NEW TRACK SHALL BE NEW 136# RAIL DESIGN GRADES SHALL NOT EXCEED 0.5% ON RECEIVING/DEPARTURE TRACKS.

100% Plan

ALTA CIVIL ENGINEERING
4715 E 65TH S
IDAHO FALLS, ID 83406
PHONE (916) 997-8167

811 Know what's below. Call before you dig.

700' 0' 700' 1,400'
SCALE: 1"= 700'

DRAWN BY: BH
CHECKED BY: RB
DATE: 12/18/25
SHEET NUMBER 2 OF 20

EXISTING TRACK
PROPOSED TRACK
FUTURE TRACK
REMOVED TRACK

FOR USE IN AGREEMENT WITH: BNSF WONDERFUL CO.
LOCATION AND DESCRIPTION: LINE SEGMENT 7200 MP 899.77-901.68 SHAFTER, KERN COUNTY, CA
SHEET NAME: OVERALL PLAN

Docusign Envelope ID: 9302D815-956E-4D61-B6BC-F1067F46BB6E

Rail Facility Ground Lease

Strategic Asset Reactivation & Fiscal Enhancement

City of Shafter

March 3. 2026

Action Before Council

Core Question

Continue to carrying structural cost deficit – or convert it into a long-term revenue stream as well as economic enabler for long term growth?

Scope of Action Requested

- Approve Ground Lease Agreement
- Authorize execution
- Convert recurring cost exposure into significant recurring revenue

Historical Context

1

2002-2005

Original site master plan – Southerly connection

Industrial Track Agreement with BNSF

Rail service to MiSwaco & Weatherfor

2

2011-2012

Track & Service extension to Baker Hughs

3

2013-2015

Completed northerly track extension

4

2018-2026

Operational Shift

Operations declined; infrastructure remains

Recurring deficit

5

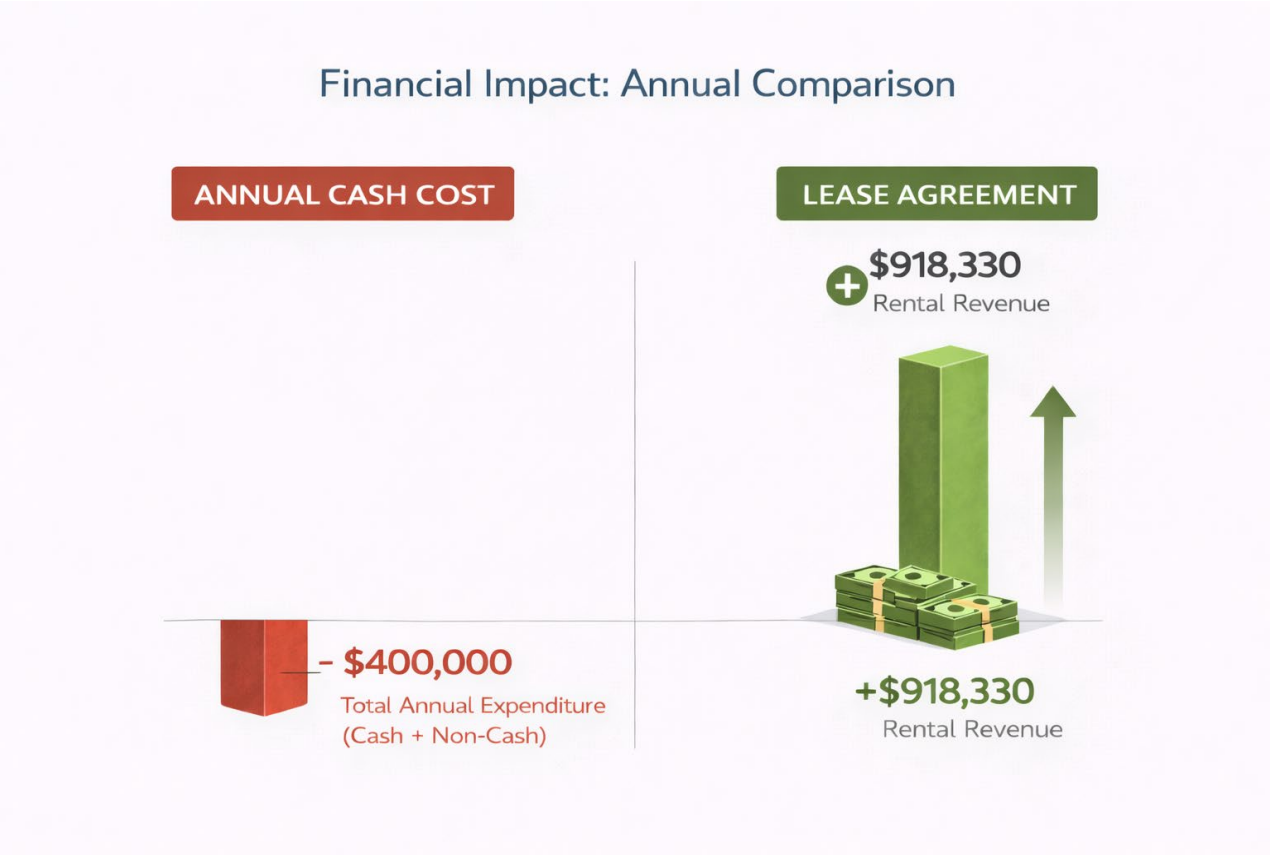
Now – Unlocking value

Proposed Lease Overview

Lease Structure	Key Protections for the City
• Term – 26-year initial term • $918,330 Year 1 base rent • 3% annual escalation (Year 1-10) • CPI-adjusted thereafter (Cap 3%)	• Tenant responsible for operations and maintenance • Tenant funds all capital reinvestment • Indemnification of the City • Insurance coverage required • No City operating obligation • NNN

- The lease establishes predictable, escalating revenue
- Strong annual return on land value

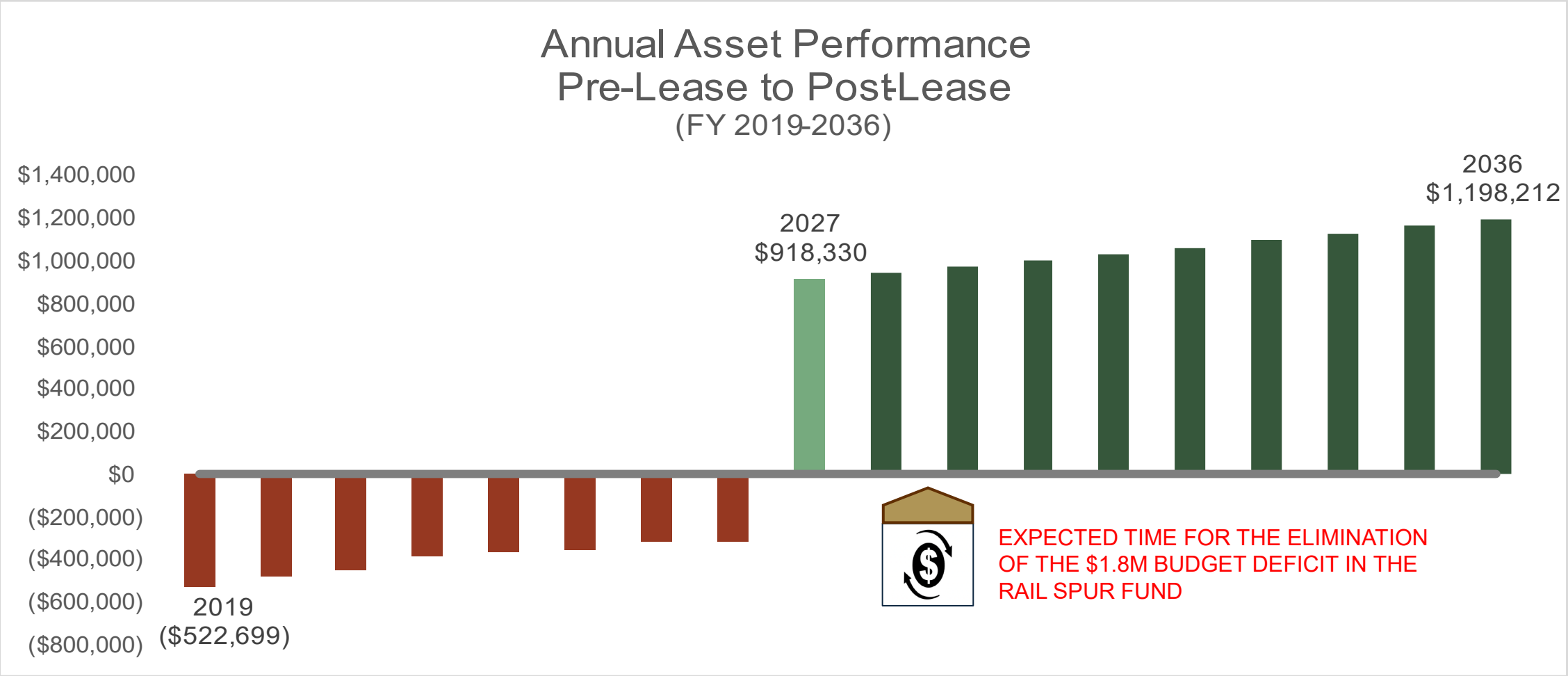
Pre-Lease & Post Lease Operating Profile



Rail Spur Fund Profile

- Average annual expenditures ~ $400,000
  - ~ $175,000 cash operating cost
  - ~ $225,000 Non-Cash depreciation
- No revenue generation
- Recurring structural imbalance

Fiscal Impact



Risk Profile

Category	City	Tenant
Capital Investment	✗	☑
Construction Risk	✗	☑
Market Risk	✗	☑
Operating Risk	✗	☑
Revenue Performance Risk	✗	☑

Strategic Benefits

Direct Benefits	Indirect & Multiplier Effects
• Unlocking value from an idle key City asset • ~ $60M private capital reinvestment • Direct operation job creation • Long term activation of existing infrastructure • Strengthens rail-serve industrial capacity	• Increased supply chain and logistics activity • Economic development enabler – industrial clustering and increased competitiveness • Regional freight throughput growth • Potential long-term expansion of tax base •

Conclusion

Fiscal Stewardship & Strategic Asset Management

Status Quo

- Recurring operating imbalance
- Accumulated negative fund balance

Lease Structure

- $918,330 Year 1 revenue
- Escalating annually
- ~$60M private capital investment
- Operational & market risk transferred

Outcome

- Eliminates ongoing operating losses
- Stabilizes Rail Spur Fund
- Unlock financial and long-term economic value

RECOMMENDATION

- APPROVE THE GOURND LEASE AGREEMENT
- APPROVE RESOLUTION AUTHORIZING EXECUTION

CITY OF SHAFTER
CITY COUNCIL REPORT

MEETING DATE: March 3, 2026

DEPARTMENT: Giovanni Perez, Economic Development Coordinator

SUBJECT: PURCHASE OF 1351 E ASH AVENUE SHAFTER, CA 93263 (APN 089-140-13)

RECOMMENDATION

Council find the action is not defined as a "project" per Section 15378(b)(4) of the CEQA Guidelines; approve the Purchase and Sale Agreement ("Purchase Agreement") for the purchase of the property located at 1351 E Ash Avenue; approve a fiscal year 2025-26 budget adjustment from the General Fund for $860,000; approve the use of Transit grant funding in the amount of $1,100,000 for this acquisition; and adopt Resolution 3066, a Resolution of the City Council of the City of Shafter, authorizing City Manager or his designee, Kamal Siada, Economic Development Director, to execute all documents necessary to complete the transaction.

BACKGROUND

Property Information

1351 E Ash Ave, Shafter, CA 93263 (APN: 089-140-13)
Zoning Classification: Industrial
Gross Acreage: ~4.74 Acres
Office: ~3,000 SqFt
Warehouse: ~15,950 SqFt
Power: 1,600 Amps, 277/480V, 3Ph

Background

On May 6, 2026, the City Council held a closed session to discuss the potential acquisition of the Property. During that session, the Council directed Staff to obtain a formal appraisal and initiate negotiations with the Property owner.

Shortly after, City Staff received the Property appraisal and began negotiations with the owner and their broker. **The property owner agreed to sell the Property to the City "AS-IS" for $1,900,000.**

The Property was previously identified by Staff as a location for expansion efforts, such as Transit, Fiber, and other city functions.

Funds for Acquisition

Due to the intent of the site housing the transit division, Staff has determined that $1.1

million in grant funding available to the Transit Department is applicable and can be fully used for this acquisition. The remaining balance of $800,000 is proposed to be covered by a budget adjustment from General Fund Reserves. An additional $100,000 is to be added for estimated closing and transactional costs coverage.

Next Steps
If the Council approves, Staff will obtain signatures and open escrow. Staff anticipate the title transfer to be completed in 60 days.

FISCAL IMPACT

The total estimated acquisition cost, inclusive of purchase price, appraisal, escrow, closing costs, and related transactional expenses, is not expected to exceed $2,000,000.

The City of Shafter has received a total SB 125 Transit Program allocation of $2,371,093 through the California State Transportation Agency (CalSTA). Of this amount, approximately $1,100,000 is currently available through Kern COG for immediate obligation. The remaining balance is anticipated to be programmed and reimbursed in a subsequent funding cycle.

Because the property is intended to house the Transit Division, the acquisition qualifies as an eligible capital expense under SB 125 program guidelines. Staff proposes utilizing SB 125 funds for the full acquisition amount.

Due to the timing of available funds, the City will temporarily advance up to $900,000 from General Fund reserves to complete escrow. It is anticipated that these General Fund advances will be reimbursed once the remaining SB 125 allocation is released.

In addition to acquisition costs, the facility requires substantial repairs and improvements to make it operational for Transit and related City uses. Public WorksStaff estimate repair costs between $250,000 and $400,000, though formal bids have not yet been obtained. These improvements are expected to qualify as eligible capital expenditures under SB 125 guidelines.

Accordingly:

- Total estimated acquisition cost: $2,000,000
- Estimated repair and improvement costs: Up to $400,000
- Total estimated project cost exposure: Up to $2,400,000
- Total SB 125 allocation: $2,371,093
- Temporary General Fund bridge funding: Up to $900,000
- Anticipated long-term General Fund impact: None, assuming full SB 125 reimbursement and eligibility confirmation

If any portion of the improvements is later determined to be ineligible under SB 125

guidelines, the City Council may need to consider alternative funding sources. This funding strategy maximizes available state transit funds to acquire and improve a long-term strategic asset while limiting permanent General Fund exposure and preserving reserve stability.

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 purchase and sale instructions for the purchase of privately-owned property and acceptance of a declaration of restrictive covenants for said property 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 physical impact on the environment and not subject to CEQA.

APPROVED BY THE CITY ATTORNEY

Yes

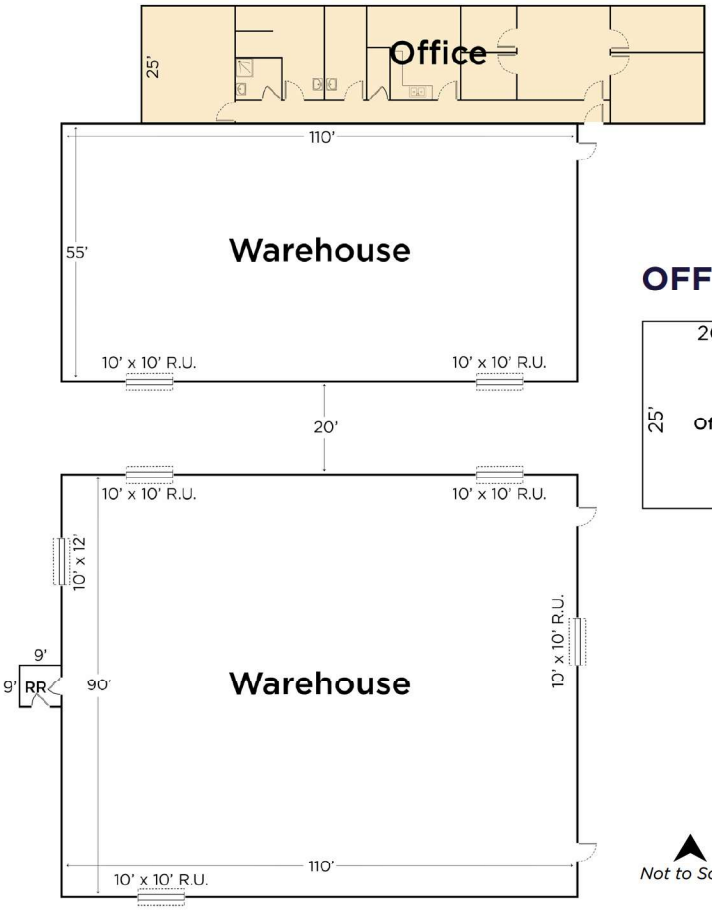
ATTACHMENTS

1. 1351EAshAve_FloorPlan_From_CushmanAndWakefieldBrochure
2. Resolution No. 3066
3. PSA - Shafter City - Quantum - 1351 E Ash Ave - 02-23-26 - signed

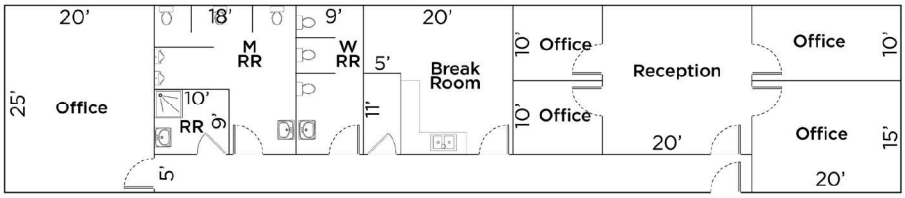
1351 E. ASH AVENUE

FOR SALE

FLOOR PLAN



OFFICE FLOOR PLAN



Not to Scale

RESOLUTION NO. 3066

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHAFTER AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ENTER INTO A PURCHASE AND SALE AGREEMENT TO ACQUIRE THE PROPERTY LOCATED AT 1351 E ASH AVENUE, APN 089-140-13

WHEREAS, the City of Shafter (the "City") desires to acquire the 4.74-acre real property located at 1351 E Ash Avenue, Shafter, CA 93263 zoned Industrial, identified as Kern County Assessor's Parcel Number 089-140-13, which is more fully described in Exhibit A and depicted in Exhibit B, attached hereto and incorporated herein by reference (the "Property");

WHEREAS, the Property will be acquired from QUANTUM LAND, LLC, a California limited liability company ("Seller") in its "as-is" condition for the purchase price of $1,900,000;

WHEREAS, the acquisition of the Property supports the City's efforts to address identified needs for downtown revitalization; and

WHEREAS, the terms and conditions of the proposed Purchase and Sale Agreement ("Purchase Agreement") are being presented to City Council for approval.

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 finds and approves the acquisition of the Property pursuant to the terms and conditions of the proposed Purchase Agreement.

Section 3. City Council hereby authorizes City Manager or City Manager's designee, Kamal Siada, Economic Development Director, to execute the Purchase and Sale Agreement, escrow instructions, Certificate of Acceptance, and any other related documents necessary to complete the acquisition.

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 3RD DAY OF MARCH, 2026.

_____
Chad Givens, Mayor

ATTEST:

_____
Yazmina Pallares, City Clerk

APPROVED AS TO FORM:

_____
Marco A. Martinez, City Attorney

EXHIBIT A

LEGAL DESCRIPTION

THAT PORTION OF THE EAST 1/2 OF LOT 11, IN SECTION 14, TOWNSHIP 28 SOUTH, RANGE 25 EAST, MOUNT DIABLO MERIDIAN, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA, AS DESIGNATED AND DELINEATED UPON THE MAP ENTITLED "SALES MAP OF THE LANDS OF KERN COUNTY LAND COMPANY, IN SECTION 14, TOWNSHIP 28 SOUTH, RANGE 25 EAST, MOUNT DIABLO MERIDIAN," FILED FEBRUARY 11, 1913, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE EAST 1/2 OF LOT 11, DISTANT 670 FEET NORTH OF THE CENTER LINE OF THE COUNTY ROAD BOUNDING SAID LOT ON THE SOUTH; THENCE NORTH ALONG SAID WEST LINE, 650 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID LOT; THENCE EAST ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT, 650 FEET, MORE OR LESS TO A POINT WHICH IS DISTANT NORTH 670 FEET FROM THE CENTER LINE OF THE COUNTY ROAD BOUNDING SAID LOT ON THE SOUTH, THENCE WEST AND PARALLEL TO THE NORTH LINE THEREOF, TO A POINT OF BEGINNING.

EXCEPTING AND RESERVING UNTO THE GRANTOR AND HEIRS HEREIN ALL OIL, GAS PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND MINERALS WITHIN OR UNDERLYING SAID LAND OR THAT MAY BE PRODUCED AND SAVED THEREFROM, PROVIDING THAT THE GRANTOR, HIS SUCCESSORS AND ASSIGNS, SHALL NOT CONDUCT DRILLING OR OTHER OPERATIONS UPON THE SURFACE OF SAID LAND, BUT NOTHING HEREIN CONTAINED SHALL BE DEEMED TO PREVENT THE GRANTOR, HIS SUCCESSORS AND ASSIGNS, FROM EXTRACTING TO CAPTURING SAID MINERALS BY DRILLING ON ADJACENT OR NEIGHBORING LANDS AND/OR FROM CONDUCTING SUB-SURFACE DRILLING OPERATIONS UNDER SAID LANDS AT A DEPTH OF 500 FEET BELOW THE SURFACE OF SAID LAND, SO AS NOT TO DISTURB THE SURFACE OF SAID LAND OR ANY IMPROVEMENTS THEREON.

EXHIBIT B

SITE MAP – PROPERTY

The Property comprises the entirety of APN 089-140-13, which is approximately 4.74 acres in size, and which is depicted below.

AIRCRE contracts

STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE

(Non-Residential)

Dated: January 30, 2026

1. Buyer.

1.1 City of Shafter or assignee, ("**Buyer**") hereby offers to purchase the real property, hereinafter described, from the owner thereof ("**Seller**") (collectively, the "**Parties**" or individually, a "**Party**"), through an escrow ("**Escrow**") to close ~~30 or~~ 15 days after the waiver or satisfaction of the Buyer's Contingencies, ("**Expected Closing Date**") to be held by Chicago Title Company ("**Escrow Holder**") whose address is 4015 Coffee Rd #100, Bakersfield, CA 93308, Phone No. (661)536-6122, Facsimile No. _____ upon the terms and conditions set forth in this agreement ("**Agreement**"). Buyer shall have the right to assign Buyer's rights hereunder, but any such assignment shall not relieve Buyer of Buyer's obligations herein unless Seller expressly releases Buyer.

1.2 The term "**Date of Agreement**" as used herein shall be the date when by execution and delivery (as defined in paragraph 20.2) of this document or a subsequent counteroffer thereto, Buyer and Seller have reached agreement in writing whereby Seller agrees to sell, and Buyer agrees to purchase, the Property upon terms accepted by both Parties.

2. Property.

2.1 The real property ("**Property**") that is the subject of this offer consists of (insert a brief physical description) approximately 18,950sf of building space on an approximately 4.73 acre parcel is located in the County of Kern, is commonly known as (street address, city, state, zip) 1351 E. Ash Avenue, Shafter, CA 93263 and is legally described as: to be provided by Chicago Title Company (APN: 089-140-13-00-6).

2.2 If the legal description of the Property is not complete or is inaccurate, this Agreement shall not be invalid and the legal description shall be completed or corrected to meet the requirements of Chicago Title Company ("**Title Company**"), which shall issue the title policy hereinafter described.

2.3 The Property includes, at no additional cost to Buyer, the permanent improvements thereon, including those items which pursuant to applicable law are a part of the property, as well as the following items, if any, owned by Seller and at present located on the Property: electrical distribution systems (power panel, bus ducting, conduits, disconnects, lighting fixtures); telephone distribution systems (lines, jacks and connections only); space heaters; heating, ventilating, air conditioning equipment ("**HVAC**"); air lines; fire sprinkler systems; security and fire detection systems; carpets; window coverings; wall coverings; and See Paragraph 26.1 (collectively, the "**Improvements**").

2.4 The fire sprinkler monitor: ☐ is owned by Seller and included in the Purchase Price, ☐ is leased by Seller, and Buyer will need to negotiate a new lease with the fire monitoring company, ☐ ownership will be determined during Escrow, or ☑ there is no fire sprinkler monitor.

~~2.5 Except as provided in Paragraph 2.3, the Purchase Price does not include Seller's personal property, furniture and furnishings, and _____ all of which shall be removed by Seller prior to Closing.~~

3. Purchase Price.

3.1 The purchase price ("**Purchase Price**") to be paid by Buyer to Seller for the Property shall be $1,900,000, payable as follows:
(Strike any not applicable)

(a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cash transaction, the Purchase Price): $1,900,000

~~(b) Amount of "New Loan" as defined in paragraph 5.1, if any:~~ _____

~~(c) Buyer shall take title to the Property subject to and/or assume the following existing deed(s) of trust ("**Existing Deed(s) of Trust**") securing the existing promissory note(s) ("**Existing Note(s)**"):~~

~~(i) An Existing Note ("**First Note**") with an unpaid principal balance as of the Closing of approximately:~~ _____

~~Said First Note is payable at _____ per month, including interest at the rate of _____% per annum until paid (and/or the entire unpaid balance is due on _____).~~

~~(ii) An Existing Note ("**Second Note**") with an unpaid principal balance as of the Closing of approximately:~~ _____

~~Said Second Note is payable at _____ per month, including interest at the rate of _____% per annum until paid (and/or the entire unpaid balance is due on _____).~~

~~(d) Buyer shall give Seller a deed of trust ("**Purchase Money Deed of Trust**") on the property, to secure the promissory note of Buyer to Seller described in paragraph 6 ("**Purchase Money Note**") in the amount of:~~ _____

Total Purchase Price: $1,900,000

~~3.2 If Buyer is taking title to the Property subject to, or assuming, an Existing Deed of Trust and such deed of trust permits the beneficiary to demand payment~~

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of fees including, but not limited to, points, processing fees, and appraisal fees as a condition to the transfer of the Property, Buyer agrees to pay such fees up to a maximum of 1.5% of the unpaid principal balance of the applicable Existing Note.

4. Deposits.

4.1 ☐ Buyer has delivered to Broker a check in the sum of _____, payable to Escrow Holder, to be delivered by Broker to Escrow Holder within 2 or _____ business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder, or ☑ within 2 or 3 business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder Buyer shall deliver to Escrow Holder a check in the sum of $50,000.00. If said check is not received by Escrow Holder within said time period then Seller may elect to unilaterally terminate this transaction by giving written notice of such election to Escrow Holder whereupon neither Party shall have any further liability to the other under this Agreement. Should Buyer and Seller not enter into an agreement for purchase and sale, Buyer's check or funds shall, upon request by Buyer, be promptly returned to Buyer. Subject to a 3 business day notice to cure if Buyer fails to pay deposit before Seller can terminate.

4.2 Additional deposits:

(a) Within 5 business days after the Date of Agreement, Buyer shall deposit with Escrow Holder the additional sum of _____ to be applied to the Purchase Price at the Closing.

(b) Within 5 business days after the contingencies discussed in paragraph 9.1 (a) through (m) are approved or waived, Buyer shall deposit with Escrow Holder the additional sum of _____ to be applied to the Purchase Price at the Closing.

(c) If an Additional Deposit is not received by Escrow Holder within the time period provided then Seller may notify Buyer, Escrow Holder, and Brokers, in writing that, unless the Additional Deposit is received by Escrow Holder within 2 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

4.3 Escrow Holder shall deposit the funds deposited with it by Buyer pursuant to paragraphs 4.1 and 4.2 (collectively the "**Deposit**"), in a State or Federally chartered bank in an interest bearing account whose term is appropriate and consistent with the timing requirements of this transaction. The interest therefrom shall accrue to the benefit of Buyer, who hereby acknowledges that there may be penalties or interest forfeitures if the applicable instrument is redeemed prior to its specified maturity. Buyer's Federal Tax Identification Number is _____. NOTE: Such interest bearing account cannot be opened until Buyer's Federal Tax Identification Number is provided.

4.4 Notwithstanding the foregoing, within 5 days after Escrow Holder receives the monies described in paragraph 4.1 above, Escrow Holder shall release $100 of said monies to Seller as and for independent consideration for Seller's' execution of this Agreement and the granting of the contingency period to Buyer as herein provided. Such independent consideration is non-refundable to Buyer but shall be credited to the Purchase Price in the event that the purchase of the Property is completed.

4.5 Upon waiver of all of Buyer's contingencies the Deposit shall become non-refundable but applicable to the Purchase Price except in the event of a Seller breach, or in the event that the Escrow is terminated pursuant to the provisions of Paragraph 9.1(n) (Destruction, Damage or Loss) or 9.1(o) (Material Change).

5. Financing Contingency. *(Strike if not applicable)*

5.1 This offer is contingent upon Buyer obtaining from an insurance company, financial institution or other lender, a commitment to lend to Buyer a sum equal to at least _____% of the Purchase Price, on terms acceptable to Buyer. Such loan ("**New Loan**") shall be secured by a first deed of trust or mortgage on the Property. If this Agreement provides for Seller to carry back junior financing, then Seller shall have the right to approve the terms of the New Loan. Seller shall have 7 days following receipt of the commitment setting forth the proposed terms of the New Loan to approve or disapprove of such proposed terms. If Seller fails to notify Escrow Holder, in writing, of the disapproval within said 7 days it shall be conclusively presumed that Seller has approved the terms of the New Loan.

5.2 **If Buyer shall fail to notify its Broker, Escrow Holder and Seller, in writing within _____ days following the Date of Agreement, that the New Loan has not been obtained, it shall be conclusively presumed that Buyer has either obtained said New Loan or has waived this New Loan contingency.**

5.3 If Buyer shall notify its Broker, Escrow Holder and Seller, in writing, within the time specified in paragraph 5.2 hereof, that Buyer has not obtained said New Loan, this Agreement shall be terminated, and Buyer shall be entitled to the prompt return of the Deposit, plus any interest earned thereon, less only Escrow Holder and Title Company cancellation fees and costs, which Buyer shall pay.

6. Seller Financing. (Purchase Money Note). *(Strike if not applicable)*

6.1 If Seller approves Buyer's financials (see paragraph 6.5) the Purchase Money Note shall provide for interest on unpaid principal at the rate of _____% per annum, with principal and interest paid as follows: _____. The Purchase Money Note and Purchase Money Deed of Trust shall be on the current forms commonly used by Escrow Holder, and be junior and subordinate only to the Existing Note(s) and/or the New Loan expressly called for by this Agreement.

6.2 The Purchase Money Note and/or the Purchase Money Deed of Trust shall contain provisions regarding the following (see also paragraph 10.3 (b)):

(a) *Prepayment*. Principal may be prepaid in whole or in part at any time without penalty, at the option of the Buyer.

(b) *Late Charge*. A late charge of 6% shall be payable with respect to any payment of principal, interest, or other charges, not made within 10 days after it is due.

(c) *Due On Sale*. In the event the Buyer sells or transfers title to the Property or any portion thereof, then the Seller may, at Seller's option, require the entire unpaid balance of said Note to be paid in full.

6.3 If the Purchase Money Deed of Trust is to be subordinate to other financing, Escrow Holder shall, at Buyer's expense prepare and record on Seller's behalf a request for notice of default and/or sale with regard to each mortgage or deed of trust to which it will be subordinate.

6.4 **WARNING: CALIFORNIA LAW DOES NOT ALLOW DEFICIENCY JUDGEMENTS ON SELLER FINANCING. IF BUYER ULTIMATELY DEFAULTS ON THE LOAN, SELLER'S SOLE REMEDY IS TO FORECLOSE ON THE PROPERTY.**

6.5 Seller's obligation to provide financing is contingent upon Seller's reasonable approval of Buyer's financial condition. Buyer to provide a current financial statement and copies of its Federal tax returns for the last 3 years to Seller within 10 days following the Date of Agreement. Seller has 10 days following receipt of such documentation to satisfy itself with regard to Buyer's financial condition and to notify Escrow Holder as to whether or not Buyer's financial condition is acceptable. If Seller fails to notify Escrow Holder, in writing, of the disapproval of this contingency within said time period, it shall be conclusively presumed that Seller has approved Buyer's financial condition. If Seller is not satisfied with Buyer's financial condition or if Buyer fails to deliver the required documentation then Seller may notify Escrow Holder in writing that Seller Financing will not be available, and Buyer shall have the option, within 10 days of the receipt of such notice, to either terminate this transaction or to purchase the Property without Seller financing. If Buyer fails to notify Escrow Holder within said time period of its election to terminate this transaction then Buyer shall be conclusively presumed to have elected to purchase the Property without Seller financing. If Buyer elects to terminate, Buyer's Deposit shall be refunded less Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation.

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7. Real Estate Brokers.

7.1 Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this transaction with the following real estate broker(s) ("**Brokers**") and/or their agents ("Agent(s)"):

Seller's Brokerage Firm Cushman & Wakefield U.S., Inc. License No. 01880493 is the broker of (check one): ☑ the Seller; or ☐ both the Buyer and Seller (dual agent).

Seller's Agent Coby Vance License No. 01449929 is (check one): ☑ the Seller's Agent (salesperson or broker associate); or ☐ both the Seller's Agent and the Buyer's Agent (dual agent).

Buyer's Brokerage Firm _____ License No. _____ is the broker of (check one): ☐ the Buyer; or ☐ both the Buyer and Seller (dual agent).

Buyer's Agent _____ License No. _____ is (check one): ☐ the Buyer's Agent (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent (dual agent).

The Parties acknowledge that other than the Brokers and Agents listed above, there are no other brokers or agents representing the Parties or due any fees and/or commissions under this Agreement. ~~Buyer shall use the services of Buyer's Broker exclusively in connection with any and all negotiations and offers with respect to the Property for a period of 1 year from the date inserted for reference purposes at the top of page 1.~~

7.2 Buyer and Seller each represent and warrant to the other that he/she/it has had no dealings with any person, firm, broker, agent or finder in connection with the negotiation of this Agreement and/or the consummation of the purchase and sale contemplated herein, other than the Brokers and Agents named in paragraph 7.1, and no broker, agent or other person, firm or entity, other than said Brokers and Agents is/are entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of such Party. Buyer and Seller do each hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs, expenses or liability for compensation, commission or charges which may be claimed by any broker, agent, finder or other similar party, other than said named Brokers and Agents by reason of any dealings or act of the indemnifying Party.

8. Escrow and Closing.

8.1 Upon acceptance hereof by Seller, this Agreement, including any counteroffers incorporated herein by the Parties, shall constitute not only the agreement of purchase and sale between Buyer and Seller, but also instructions to Escrow Holder for the consummation of the Agreement through the Escrow. Escrow Holder shall not prepare any further escrow instructions restating or amending the Agreement unless specifically so instructed by the Parties or a Broker herein. Subject to the reasonable approval of the Parties, Escrow Holder may, however, include its standard general escrow provisions. In the event that there is any conflict between the provisions of the Agreement and the provisions of any additional escrow instructions the provisions of the Agreement shall prevail as to the Parties and the Escrow Holder.

8.2 As soon as practical after the receipt of this Agreement and any relevant counteroffers, Escrow Holder shall ascertain the Date of Agreement as defined in paragraphs 1.2 and 20.2 and advise the Parties and Brokers, in writing, of the date ascertained.

8.3 Escrow Holder is hereby authorized and instructed to conduct the Escrow in accordance with this Agreement, applicable law and custom and practice of the community in which Escrow Holder is located, including any reporting requirements of the Internal Revenue Code. In the event of a conflict between the law of the state where the Property is located and the law of the state where the Escrow Holder is located, the law of the state where the Property is located shall prevail.

8.4 Subject to satisfaction of the contingencies herein described, Escrow Holder shall close this escrow (the "**Closing**") by recording a general warranty deed (a grant deed in California) and the other documents required to be recorded, and by disbursing the funds and documents in accordance with this Agreement.

8.5 Buyer and Seller shall each pay one-half of the Escrow Holder's charges and Seller shall pay the usual recording fees and any required documentary transfer taxes. Seller shall pay the premium for a standard coverage owner's or joint protection policy of title insurance. (See also paragraph 11.)

8.6 Escrow Holder shall verify that all of Buyer's contingencies have been satisfied or waived prior to Closing. The matters contained in paragraphs 9.1 subparagraphs (b), (c), (d), (e), (g), (i), (n), and (o), 9.4, 12, 13, 14, 16, 18, 20, 21, 22, and 24 are, however, matters of agreement between the Parties only and are not instructions to Escrow Holder.

8.7 If this transaction is terminated for non-satisfaction and non-waiver of a Buyer's Contingency, as defined in paragraph 9.2 or disapproval of any other matter subject to Buyer's approval, then neither of the Parties shall thereafter have any liability to the other under this Agreement, except to the extent of a breach of any affirmative covenant or warranty in this Agreement. In the event of such termination, Buyer shall, subject to the provisions of paragraph 8.10, be promptly refunded all funds deposited by Buyer with Escrow Holder, less only the $100 provided for in paragraph 4.4 and the Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation. If this transaction is terminated as a result of Seller's breach of this Agreement then Seller shall pay the Title Company and Escrow Holder cancellation fees and costs.

8.8 The Closing shall occur on the Expected Closing Date, or as soon thereafter as the Escrow is in condition for Closing; provided, however, that if the Closing does not occur by the Expected Closing Date and said Date is not extended by mutual instructions of the Parties, a Party not then in default under this Agreement may notify the other Party, Escrow Holder, and Brokers, in writing that, unless the Closing occurs within 5 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

8.9 Except as otherwise provided herein, the termination of Escrow shall not relieve or release either Party from any obligation to pay Escrow Holder's fees and costs or constitute a waiver, release or discharge of any breach or default that has occurred in the performance of the obligations, agreements, covenants or warranties contained therein.

8.10 If this Escrow is terminated for any reason other than Seller's breach or default, then as a condition to the return of Buyer's deposit, Buyer shall within 5 days after written request deliver to Seller, at no charge, copies of all surveys, engineering studies, soil reports, maps, master plans, feasibility studies and other similar items prepared by or for Buyer that pertain to the Property.

9. Contingencies to Closing.

9.1 **IF, BEFORE EXPIRATION OF THE APPLICABLE TIME, BUYER FAILS TO PROVIDE ESCROW HOLDER WRITTEN NOTICE OF BUYER'S DISAPPROVAL OF ANY OF BUYER'S CONTINGENCIES OR ANY OTHER MATTER THAT IS SUBJECT TO BUYER'S APPROVAL IN THIS AGREEMENT, THEN BUYER SHALL BE CONCLUSIVELY DEEMED TO HAVE** DISSATISFIED ~~**SATISFIED**~~ **SUCH BUYER'S CONTINGENCIES AND/OR** DISAPPROVED ~~**APPROVED**~~ **OF SUCH OTHER MATTERS**. If a number of days is completed in any of the optional spaces in subparagraphs 9.1 (a) through (m), then such number shall apply and override the pre-printed number, even if the pre-printed number is not stricken. The Closing of this transaction is contingent upon the satisfaction or waiver of the following contingencies:

(a) *Disclosure*. Seller shall make to Buyer, through Escrow, all of the applicable disclosures required by law (See AIR CRE ("**AIR**") standard form entitled "**Seller's Mandatory Disclosure Statement**") and provide Buyer with a completed Property Information Sheet ("**Property Information Sheet**") concerning the Property, duly executed by or on behalf of Seller in the current form or equivalent to that published by the AIR within ~~10 or~~ 5 days following the Date of Agreement.

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Buyer has 10 days from the receipt of said disclosures to approve or disapprove the matters disclosed.

(b) *Physical Inspection*. Buyer has ~~10 or~~ 45 days following the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the physical aspects and size of the Property.

(c) *Hazardous Substance Conditions Report*. Buyer has ~~30 or~~ 45 days following the ~~receipt of the Property Information Sheet or the~~ Date of Agreement~~, whichever is later,~~ to satisfy itself with regard to the environmental aspects of the Property. Seller recommends that Buyer obtain a Hazardous Substance Conditions Report concerning the Property and relevant adjoining properties. Any such report shall be paid for by Buyer. A "**Hazardous Substance**" for purposes of this Agreement is defined as any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare. A "**Hazardous Substance Condition**" for purposes of this Agreement is defined as the existence on, under or relevantly adjacent to the Property of a Hazardous Substance that would require remediation and/or removal under applicable Federal, state or local law. Seller agrees to complete an environmental questionnaire to the best of its knowledge and return an executed copy to Buyer within 10 days upon request. Such request by Buyer shall be made within the Escrow Period.

(d) *Soil Inspection*. Buyer has ~~30 or~~ 45 days following the ~~receipt of the Property Information Sheet or the~~ Date of Agreement~~, whichever is later,~~ to satisfy itself with regard to the condition of the soils on the Property. Seller recommends that Buyer obtain a soil test report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any soils report that Seller may have within 10 days following the Date of Agreement.

(e) *Governmental Approvals*. Buyer has ~~30 or~~ 45 days following the Date of Agreement to satisfy itself with regard to approvals and permits from governmental agencies or departments which have or may have jurisdiction over the Property and which Buyer deems necessary or desirable in connection with its intended use of the Property, including, but not limited to, permits and approvals required with respect to zoning, planning, building and safety, fire, police, handicapped and Americans with Disabilities Act requirements, transportation and environmental matters.

(f) *Conditions of Title*. Escrow Holder shall cause a current commitment for title insurance ("**Title Commitment**") concerning the Property issued by the Title Company, as well as legible copies of all documents referred to in the Title Commitment ("**Underlying Documents**"), and a scaled and dimensioned plot showing the location of any easements, at Seller's cost, to be delivered to Buyer within 10 ~~or~~ _____ days following the Date of Agreement. Buyer has ~~10~~ 45 days from the Date of Agreement ~~receipt of the Title Commitment, the Underlying Documents and the plot plan~~ to satisfy itself with regard to the condition of title. The disapproval by Buyer of any monetary encumbrance, which by the terms of this Agreement is not to remain against the Property after the Closing, shall not be considered a failure of this contingency, as Seller shall have the obligation, at Seller's expense, to satisfy and remove such disapproved monetary encumbrance at or before the Closing.

(g) *Survey*. Buyer has ~~30 or~~ 45 days following the Date of Agreement ~~receipt of the Title Commitment and Underlying Documents~~ to satisfy itself with regard to any ALTA title supplement based upon a survey prepared to American Land Title Association ("**ALTA**") standards for an owner's policy by a licensed surveyor, showing the legal description and boundary lines of the Property, any easements of record, and any improvements, poles, structures and things located within 10 feet of either side of the Property boundary lines. Any such survey shall be prepared at Buyer's direction and expense. If Buyer has obtained a survey and approved the ALTA title supplement, Buyer may elect within the period allowed for Buyer's approval of a survey to have an ALTA extended coverage owner's form of title policy, in which event Buyer shall pay any additional premium attributable thereto.

(h) *Existing Leases and Tenancy Statements*. Seller shall within 10 ~~or~~ _____ days following the Date of Agreement provide both Buyer and Escrow Holder with legible copies of all leases, subleases or rental arrangements (collectively, "**Existing Leases**") affecting the Property, and with a tenancy statement ("**Estoppel Certificate**") in the latest form or equivalent to that published by the AIR, executed by Seller and/or each tenant and subtenant of the Property. Seller shall use its best efforts to have each tenant complete and execute an Estoppel Certificate. If any tenant fails or refuses to provide an Estoppel Certificate then Seller shall complete and execute an Estoppel Certificate for that tenancy. Buyer has 10 days from the receipt of said Existing Leases and Estoppel Certificates to satisfy itself with regard to the Existing Leases and any other tenancy issues.

(i) *Owner's Association*. Seller shall within 10 ~~or~~ _____ days following the Date of Agreement provide Buyer with a statement and transfer package from any owner's association servicing the Property. Such transfer package shall at a minimum include: copies of the association's bylaws, articles of incorporation, current budget and financial statement. Buyer has 10 days from the receipt of such documents to satisfy itself with regard to the association.

(j) *Other Agreements*. Seller shall within 10 ~~or~~ _____ days following the Date of Agreement provide Buyer with legible copies of all other agreements ("**Other Agreements**") known to Seller that will affect the Property after Closing. Buyer has 10 days from the receipt of said Other Agreements to satisfy itself with regard to such Agreements.

~~(k) *Financing*. If paragraph 5 hereof dealing with a financing contingency has not been stricken, the satisfaction or waiver of such New Loan contingency.~~

~~(l) *Existing Notes*. If paragraph 3.1(c) has not been stricken, Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with legible copies of the Existing Notes, Existing Deeds of Trust and related agreements (collectively, "**Loan Documents**") to which the Property will remain subject after the Closing. Escrow Holder shall promptly request from the holders of the Existing Notes a beneficiary statement ("**Beneficiary Statement**") confirming: (1) the amount of the unpaid principal balance, the current interest rate, and the date to which interest is paid, and (2) the nature and amount of any impounds held by the beneficiary in connection with such loan. Buyer has 10 or _____ days following the receipt of the Loan Documents and Beneficiary Statements to satisfy itself with regard to such financing. Buyer's obligation to close is conditioned upon Buyer being able to purchase the Property without acceleration or change in the terms of any Existing Notes or charges to Buyer except as otherwise provided in this Agreement or approved by Buyer, provided, however, Buyer shall pay the transfer fee referred to in paragraph 3.2 hereof. Likewise if Seller is to carry back a Purchase Money Note then Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with a copy of the proposed Purchase Money Note and Purchase Money Deed of Trust. Buyer has 10 or _____ days following the receipt of such documents to satisfy itself with regard to the form and content thereof.~~

(m) *Personal Property*. In the event that any personal property is included in the Purchase Price, Buyer has 10 ~~or~~ _____ days following the Date of Agreement to satisfy itself with regard to the title condition of such personal property. Seller recommends that Buyer obtain a UCC-1 report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any liens or encumbrances affecting such personal property that it is aware of within 10 ~~or~~ _____ days following the Date of Agreement.

(n) *Destruction, Damage or Loss*. Subsequent to the Date of Agreement and prior to Closing there shall not have occurred a destruction of, or damage or loss to, the Property or any portion thereof, from any cause whatsoever, which would cost more than $10,000.00 to repair or cure. If the cost of repair or cure is $10,000.00 or less, Seller shall repair or cure the loss prior to the Closing. Buyer shall have the option, within 10 days after receipt of written notice of a loss costing more than $10,000.00 to repair or cure, to either terminate this Agreement or to purchase the Property notwithstanding such loss, but without deduction or offset against the Purchase Price. If the cost to repair or cure is more than $10,000.00, and Buyer does not elect to terminate this Agreement, Buyer shall be entitled to any insurance proceeds applicable to such loss. Unless otherwise notified in writing, Escrow Holder shall assume no such destruction, damage or loss has occurred prior

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to Closing.

(o) *Material Change*. Buyer shall have 10 days following receipt of written notice of a Material Change within which to satisfy itself with regard to such change. "**Material Change**" shall mean a substantial adverse change in the use, occupancy, tenants, title, or condition of the Property that occurs after the date of this offer and prior to the Closing. Unless otherwise notified in writing, Escrow Holder shall assume that no Material Change has occurred prior to the Closing.

(p) *Seller Performance*. The delivery of all documents and the due performance by Seller of each and every undertaking and agreement to be performed by Seller under this Agreement.

(q) *Brokerage Fee*. Payment at the Closing of such brokerage fee as is specified in this Agreement or later written instructions to Escrow Holder executed by Seller and Brokers ("**Brokerage Fee**"). It is agreed by the Parties and Escrow Holder that Brokers are a third party beneficiary of this Agreement insofar as the Brokerage Fee is concerned, and that no change shall be made with respect to the payment of the Brokerage Fee specified in this Agreement, without the written consent of Brokers.

9.2 The contingencies specified in subparagraphs 9.1(a) through (m) are for the benefit of, and may be waived by, Buyer, and are referred to collectively as "**Buyer's Contingencies**" and individually as a "**Buyer's Contingency**."

9.3 Buyer's timely and written disapproval or conditional approval of a Buyer's Contingency or any other matter that is subject to Buyer's approval in this Agreement shall constitute disapproval thereof ("**Disapproved Item(s)**"). Concurrent with notice of a Disapproved Item, Buyer may make a request to Seller regarding such Disapproved Item ("**Buyer's Request**"). If Buyer fails to make a timely and written Buyer's Request, then this Agreement shall terminate due to the non-satisfaction and non-waiver of a contingency. Seller may respond to a Buyer's Request within 10 days following Seller's receipt thereof ("**Seller's Response**"). Seller's acceptance of a Buyer's Request shall amend this Agreement accordingly. If Seller fails to provide a timely and written Seller's Response, then Seller's Response shall be deemed to be a rejection of Buyer's Request. Buyer may, within 10 days following the earlier of Buyer's receipt of a Seller's Response (which is not an acceptance of Buyer's Request) or the date of Seller's deemed rejection of a Buyer's Request ("**Buyer's Reply Period**"), reply to a Seller's Response ("**Buyer's Reply**") and elect to (i) terminate this Agreement due to the non-satisfaction and non-waiver of the applicable contingency, (ii) accept the Seller's Response in which event this Agreement shall be amended accordingly, or (iii) withdraw Buyer's Request and waive the Disapproved Item in which event Buyer shall accept the Property subject to the Disapproved Item. If Buyer fails to provide a timely and written Buyer's Reply, then Buyer shall be deemed to have elected to terminate this Agreement as of the end of the Buyer's Reply Period. The date Buyer accepts a Seller's Response or withdraws a Buyer's Request and waives a Disapproved Item shall be the date of Buyer's approval of the Disapproved Item. A Party shall provide to Escrow Holder copy of all notices of a Disapproved Item, Buyer's Request, Seller's Response and Buyer's Reply and Escrow Holder shall promptly provide copies thereof to the other Party. Unless the Parties in writing agree otherwise, if the Expected Closing Date is a specific calendar date and a Buyer's Reply Period expires after such specific calendar date, then notwithstanding paragraph 1.1, the Expected Closing Date shall be extended to be 3 business days after the earlier of the date Buyer withdraws a Buyer's Request and waives the applicable Disapproved Item or Buyer accepts the applicable Seller's Response.

9.4 The Parties acknowledge that extensive local, state and Federal legislation establish broad liability upon owners and/or users of real property for the investigation and remediation of Hazardous Substances. The determination of the existence of a Hazardous Substance Condition and the evaluation of the impact of such a condition are highly technical and beyond the expertise of Brokers. The Parties acknowledge that they have been advised by Brokers to consult their own technical and legal experts with respect to the possible presence of Hazardous Substances on the Property or adjoining properties, and Buyer and Seller are not relying upon any investigation by or statement of Brokers with respect thereto. The Parties hereby assume all responsibility for the impact of such Hazardous Substances upon their respective interests herein.

10. Documents and Other Items Required at or Before Closing.

10.1 Five days prior to the Closing date Escrow Holder shall obtain an updated Title Commitment concerning the Property from the Title Company and provide copies thereof to each of the Parties.

10.2 Seller shall deliver to Escrow Holder in time for delivery to Buyer at the Closing:

(a) Grant or general warranty deed, duly executed and in recordable form, conveying fee title to the Property to Buyer.

(b) If applicable, the Beneficiary Statements concerning Existing Note(s).

(c) If applicable, the Existing Leases and Other Agreements together with duly executed assignments thereof by Seller and Buyer. The assignment of Existing Leases shall be on the most recent Assignment and Assumption of Lessor's Interest in Lease form published by the AIR or its equivalent.

(d) An affidavit executed by Seller to the effect that Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Internal Revenue Service such sum as is required by applicable Federal law with respect to purchases from foreign sellers.

(e) If the Property is located in California, an affidavit executed by Seller to the effect that Seller is not a ''nonresident" within the meaning of California Revenue and Tax Code Section 18662 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Franchise Tax Board such sum as is required by such statute.

(f) If applicable, a bill of sale, duly executed, conveying title to any included personal property to Buyer.

(g) If the Seller is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the sale of the Property.

10.3 Buyer shall deliver to Seller through Escrow:

(a) The cash portion of the Purchase Price and such additional sums as are required of Buyer under this Agreement shall be deposited by Buyer with Escrow Holder, by federal funds wire transfer, or any other method acceptable to Escrow Holder in immediately collectable funds, no later than 2:00 P.M. on the business day prior to the Expected Closing Date provided, however, that Buyer shall not be required to deposit such monies into Escrow if at the time set for the deposit of such monies Seller is in default or has indicated that it will not perform any of its obligations hereunder. Instead, in such circumstances in order to reserve its rights to proceed Buyer need only provide Escrow with evidence establishing that the required monies were available.

(b) If a Purchase Money Note and Purchase Money Deed of Trust are called for by this Agreement, the duly executed originals of those documents, the Purchase Money Deed of Trust being in recordable form, together with evidence of fire insurance on the improvements in the amount of the full replacement cost naming Seller as a mortgage loss payee, and a real estate tax service contract (at Buyer's expense), assuring Seller of notice of the status of payment of real property taxes during the life of the Purchase Money Note.

(c) The Assignment and Assumption of Lessor's Interest in Lease form specified in paragraph 10.2(c) above, duly executed by Buyer.

(d) Assumptions duly executed by Buyer of the obligations of Seller that accrue after Closing under any Other Agreements.

(e) If applicable, a written assumption duly executed by Buyer of the loan documents with respect to Existing Notes.

(f) If the Buyer is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the purchase of the Property.

10.4 At Closing, Escrow Holder shall cause to be issued to Buyer a standard coverage (or ALTA extended, if elected pursuant to 9.1(g)) owner's form policy of title insurance effective as of the Closing, issued by the Title Company in the full amount of the Purchase Price, insuring title to the Property vested in Buyer, subject only to

the exceptions approved by Buyer. In the event there is a Purchase Money Deed of Trust in this transaction, the policy of title insurance shall be a joint protection policy insuring both Buyer and Seller.

IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.

11. Prorations and Adjustments.

11.1 *Taxes*. Applicable real property taxes and special assessment bonds shall be prorated through Escrow as of the date of the Closing, based upon the latest tax bill available. The Parties agree to prorate as of the Closing any taxes assessed against the Property by supplemental bill levied by reason of events occurring prior to the Closing. Payment of the prorated amount shall be made promptly in cash upon receipt of a copy of any supplemental bill.

11.2 *Insurance*. **WARNING**: Any insurance which Seller may have maintained will terminate on the Closing. Buyer is advised to obtain appropriate insurance to cover the Property.

11.3 *Rentals, Interest and Expenses*. Scheduled rentals, interest on Existing Notes, utilities, and operating expenses shall be prorated as of the date of Closing. The Parties agree to promptly adjust between themselves outside of Escrow any rents received after the Closing.

11.4 *Security Deposit*. Security Deposits held by Seller shall be given to Buyer as a credit to the cash required of Buyer at the Closing.

11.5 *Post Closing Matters*. Any item to be prorated that is not determined or determinable at the Closing shall be promptly adjusted by the Parties by appropriate cash payment outside of the Escrow when the amount due is determined.

11.6 *Variations in Existing Note Balances*. In the event that Buyer is purchasing the Property subject to an Existing Deed of Trust(s), and in the event that a Beneficiary Statement as to the applicable Existing Note(s) discloses that the unpaid principal balance of such Existing Note(s) at the closing will be more or less than the amount set forth in paragraph 3.1(c) hereof ("**Existing Note Variation**"), then the Purchase Money Note(s) shall be reduced or increased by an amount equal to such Existing Note Variation. If there is to be no Purchase Money Note, the cash required at the Closing per paragraph 3.1(a) shall be reduced or increased by the amount of such Existing Note Variation.

11.7 *Variations in New Loan Balance*. In the event Buyer is obtaining a New Loan and the amount ultimately obtained exceeds the amount set forth in paragraph 5.1, then the amount of the Purchase Money Note, if any, shall be reduced by the amount of such excess.

11.8 *Owner's Association Fees*. Escrow Holder shall: (i) bring Seller's account with the association current and pay any delinquencies or transfer fees from Seller's proceeds, and (ii) pay any up front fees required by the association from Buyer's funds.

12. Representations and Warranties of Seller and Disclaimers.

12.1 Seller's warranties and representations shall survive the Closing and delivery of the deed for a period of 3 years, and any lawsuit or action based upon them must be commenced within such time period. Seller's warranties and representations are true, material and relied upon by Buyer and Brokers in all respects. Seller hereby makes the following warranties and representations to Buyer and Brokers:

(a) *Authority of Seller*. Seller is the owner of the Property and/or has the full right, power and authority to sell, convey and transfer the Property to Buyer as provided herein, and to perform Seller's obligations hereunder.

(b) *Maintenance During Escrow and Equipment Condition At Closing*. Except as otherwise provided in paragraph 9.1(n) hereof, Seller shall maintain the Property until the Closing in its present condition, ordinary wear and tear excepted.

(c) *Hazardous Substances/Storage Tanks*. Seller has no knowledge, except as otherwise disclosed to Buyer in writing, of the existence or prior existence on the Property of any Hazardous Substance, nor of the existence or prior existence of any above or below ground storage tank.

(d) *Compliance*. Except as otherwise disclosed in writing, Seller has no knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable governmental agency or casualty insurance company requiring any investigation, remediation, repair, maintenance or improvement be performed on the Property.

(e) *Changes in Agreements*. Prior to the Closing, Seller will not violate or modify any Existing Lease or Other Agreement, or create any new leases or other agreements affecting the Property, without Buyer's written approval, which approval will not be unreasonably withheld.

(f) *Possessory Rights*. Seller has no knowledge that anyone will, at the Closing, have any right to possession of the Property, except as disclosed by this Agreement or otherwise in writing to Buyer.

(g) *Mechanics' Liens*. There are no unsatisfied mechanics' or materialmens' lien rights concerning the Property.

(h) *Actions, Suits or Proceedings*. Seller has no knowledge of any actions, suits or proceedings pending or threatened before any commission, board, bureau, agency, arbitrator, court or tribunal that would affect the Property or the right to occupy or utilize same.

(i) *Notice of Changes*. Seller will promptly notify Buyer and Brokers in writing of any Material Change (see paragraph 9.1(o)) affecting the Property that becomes known to Seller prior to the Closing.

(j) *No Tenant Bankruptcy Proceedings*. Seller has no notice or knowledge that any tenant of the Property is the subject of a bankruptcy or insolvency proceeding.

(k) *No Seller Bankruptcy Proceedings*. Seller is not the subject of a bankruptcy, insolvency or probate proceeding.

(l) *Personal Property*. Seller has no knowledge that anyone will, at the Closing, have any right to possession of any personal property included in the Purchase Price nor knowledge of any liens or encumbrances affecting such personal property, except as disclosed by this Agreement or otherwise in writing to Buyer.

12.2 Buyer hereby acknowledges that, except as otherwise stated in this Agreement, Buyer is purchasing the Property in its existing condition and will, by the time called for herein, make or have waived all inspections of the Property Buyer believes are necessary to protect its own interest in, and its contemplated use of, the Property. The Parties acknowledge that, except as otherwise stated in this Agreement, no representations, inducements, promises, agreements, assurances, oral or written, concerning the Property, or any aspect of the occupational safety and health laws, Hazardous Substance laws, or any other act, ordinance or law, have been made by either Party or Brokers, or relied upon by either Party hereto.

12.3 In the event that Buyer learns that a Seller representation or warranty might be untrue prior to the Closing, and Buyer elects to purchase the Property anyway then, and in that event, Buyer waives any right that it may have to bring an action or proceeding against Seller or Brokers regarding said representation or warranty. Buyer does not waive fraud, intentional misrepresentation, or seller's express covenants.

12.4 Any environmental reports, soils reports, surveys, and other similar documents which were prepared by third party consultants and provided to Buyer by Seller or Seller's representatives, have been delivered as an accommodation to Buyer and without any representation or warranty as to the sufficiency, accuracy, completeness, and/or validity of said documents, all of which Buyer relies on at its own risk. Seller believes said documents to be accurate, but Buyer is advised to retain appropriate consultants to review said documents and investigate the Property.

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13. Possession.

~~Possession of the Property shall be given to Buyer at the Closing subject to the rights of tenants under Existing Leases.~~ Seller must convey fee title free and clear of any occupants/tenants and free and clear of all monetary liens/encumbrances other than Buyer-approved permitted exceptions.

14. Buyer's Entry.

At any time during the Escrow period, Buyer, and its agents and representatives, shall have the right at reasonable times and subject to rights of tenants, to enter upon the Property for the purpose of making inspections and tests specified in this Agreement. No destructive testing shall be conducted, however, without Seller's prior approval which shall not be unreasonably withheld. Following any such entry or work, unless otherwise directed in writing by Seller, Buyer shall return the Property to the condition it was in prior to such entry or work, including the re-compaction or removal of any disrupted soil or material as Seller may reasonably direct. All such inspections and tests and any other work conducted or materials furnished with respect to the Property by or for Buyer shall be paid for by Buyer as and when due and Buyer shall indemnify, defend, protect and hold harmless Seller and the Property of and from any and all claims, liabilities, losses, expenses (including reasonable attorneys' fees), damages, including those for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of Buyer, its agents or employees in connection therewith.

15. Further Documents and Assurances.

The Parties shall each, diligently and in good faith, undertake all actions and procedures reasonably required to place the Escrow in condition for Closing as and when required by this Agreement. The Parties agree to provide all further information, and to execute and deliver all further documents, reasonably required by Escrow Holder or the Title Company.

16. Attorneys' Fees.

If any Party or Broker brings an action or proceeding (including arbitration) involving the Property whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees and costs. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

17. Prior Agreements/Amendments.

17.1 This Agreement supersedes any and all prior agreements between Seller and Buyer regarding the Property.

17.2 Amendments to this Agreement are effective only if made in writing and executed by Buyer and Seller.

18. Broker's Rights.

18.1 If this sale is not consummated due to the default of either the Buyer or Seller, the defaulting Party shall be liable to and shall pay to Brokers the Brokerage Fee that Brokers would have received had the sale been consummated. If Buyer is the defaulting party, payment of said Brokerage Fee is in addition to any obligation with respect to liquidated or other damages.

18.2 Upon the Closing, Brokers are authorized to publicize the facts of this transaction.

19. Notices.

19.1 Whenever any Party, Escrow Holder or Brokers herein shall desire to give or serve any notice, demand, request, approval, disapproval or other communication, each such communication shall be in writing and shall be delivered personally, by messenger, or by mail, postage prepaid, to the address set forth in this agreement or by facsimile transmission, electronic signature, digital signature, or email.

19.2 Service of any such communication shall be deemed made on the date of actual receipt if personally delivered, or transmitted by facsimile transmission, electronic signature, digital signature, or email. Any such communication sent by regular mail shall be deemed given 48 hours after the same is mailed. Communications sent by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed delivered 24 hours after delivery of the same to the Postal Service or courier. If such communication is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

19.3 Any Party or Broker hereto may from time to time, by notice in writing, designate a different address to which, or a different person or additional persons to whom, all communications are thereafter to be made.

20. Duration of Offer.

20.1 If this offer is not accepted by Seller on or before 5:00 P.M. according to the time standard applicable to the city of Bakersfield, CA on the date of February 6, 2026, it shall be deemed automatically revoked.

20.2 The acceptance of this offer, or of any subsequent counteroffer hereto, that creates an agreement between the Parties as described in paragraph 1.2, shall be deemed made upon delivery to the other Party or either Broker herein of a duly executed writing unconditionally accepting the last outstanding offer or counteroffer.

21. LIQUIDATED DAMAGES. (This Liquidated Damages paragraph is applicable only if initialed by both Parties).

THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX, PRIOR TO SIGNING THIS AGREEMENT, THE ACTUAL DAMAGES WHICH WOULD BE SUFFERED BY SELLER IF BUYER FAILS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. THEREFORE, IF, AFTER THE SATISFACTION OR WAIVER OF ALL CONTINGENCIES PROVIDED FOR THE BUYER'S BENEFIT, BUYER BREACHES THIS AGREEMENT, SELLER SHALL BE ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF $50,000.00. UPON PAYMENT OF SAID SUM TO SELLER, BUYER SHALL BE RELEASED FROM ANY FURTHER LIABILITY TO SELLER, AND ANY ESCROW CANCELLATION FEES AND TITLE COMPANY CHARGES SHALL BE PAID BY SELLER.

Buyer's Initials _____ Seller's Initials WA KK WAA MDK

22. ARBITRATION OF DISPUTES. (This Arbitration of Disputes paragraph is applicable only if initialed by both Parties.)

22.1 ~~**ANY CONTROVERSY AS TO WHETHER SELLER IS ENTITLED TO LIQUIDATED DAMAGES AND/OR BUYER IS ENTITLED TO THE RETURN OF THE DEPOSIT**~~

_____ WA WAA

_____ KK MDK

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~~SHALL BE DETERMINED BY BINDING ARBITRATION ADMINISTERED BY THE JUDICIAL ARBITRATION & MEDIATION SERVICES, INC. ("JAMS") IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES ("COMMERCIAL RULES"). ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED. SUCH CONTROVERSY SHALL BE ARBITRATED BY A SINGLE ARBITRATOR, APPOINTED UNDER THE COMMERCIAL RULES WHO HAS HAD AT LEAST 5 YEARS OF EXPERIENCE IN THE TYPE OF REAL ESTATE THAT IS THE SUBJECT OF THIS AGREEMENT. THE ARBITRATOR SHALL HEAR AND DETERMINE SAID CONTROVERSY IN ACCORDANCE WITH APPLICABLE LAW OF THE JURISDICTION WHERE THE PROPERTY IS LOCATED, THE INTENTION OF THE PARTIES AS EXPRESSED IN THIS AGREEMENT AND ANY AMENDMENTS THERETO, AND UPON THE EVIDENCE PRODUCED AT AN ARBITRATION HEARING. PRE-ARBITRATION DISCOVERY SHALL BE PERMITTED IN ACCORDANCE WITH THE COMMERCIAL RULES OR STATE LAW APPLICABLE TO ARBITRATION PROCEEDINGS. THE ARBITRATOR SHALL RENDER AN AWARD WITHIN 30 DAYS AFTER THE CONCLUSION OF THE HEARING, WHICH MAY INCLUDE ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY PER PARAGRAPH 16 HEREOF AND SHALL BE ACCOMPANIED BY A REASONED OPINION. THE FAILURE OR REFUSAL OF A PARTY TO PAY SUCH PARTY'S REQUIRED SHARE OF THE DEPOSITS FOR ARBITRATOR COMPENSATION OR ADMINISTRATIVE CHARGES SHALL CONSTITUTE A WAIVER BY SUCH PARTY TO PRESENT EVIDENCE OR CROSS-EXAMINE WITNESSES, BUT SUCH WAIVER SHALL NOT ALLOW FOR A DEFAULT JUDGMENT AGAINST THE NON-PAYING PARTY IN THE ABSENCE OF EVIDENCE AND LEGAL ARGUMENT AS THE ARBITRATOR MAY REQUIRE FOR MAKING AN AWARD. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT OF COMPETENT JURISDICTION NOTWITHSTANDING THE FAILURE OF A PARTY DULY NOTIFIED OF THE ARBITRATION HEARING TO APPEAR THEREAT.~~

Judicial Reference.

(a) The parties agree that any action or proceeding filed in a court of the State of California in connection with any controversy, claim, or dispute arising out of or relating to this Agreement, or the breach, enforcement, interpretation, or validity thereof (collectively, a "Dispute"), shall be resolved through a general reference pursuant to California Code of Civil Procedure section 638. Upon the filing of any such action or proceeding, the parties shall promptly request that the court order a general reference under section 638 to a single referee who is an active or retired judge, selected by mutual agreement of the parties or, if the parties cannot agree, appointed pursuant to California Code of Civil Procedure section 640. The referee shall hear and determine all issues of fact and law in the Dispute and shall issue a written statement of decision. The referee shall have authority to hear and determine all pretrial and post-trial matters, including discovery disputes and dispositive motions, and to award all legal and equitable relief available to the court with respect to the Dispute. The referee's decision shall stand as the decision of the court and shall be entered as a final judgment, subject to appeal as provided by law.

Notwithstanding the foregoing, the court shall retain jurisdiction to hear and determine requests for temporary, emergency, or provisional relief, including temporary restraining orders, preliminary injunctions, protective orders, writs of possession, appointment of a receiver, and any other interim relief necessary to preserve the status quo or prevent irreparable harm, pending determination of the Dispute by the referee.

(b) The parties shall use good faith efforts to agree upon a referee within ten (10) business days after service of a written notice invoking this section. If the parties do not agree within that time, either party may apply to the court for appointment pursuant to Code of Civil Procedure section 640. Unless otherwise ordered by the referee or the court, the parties shall share the referee's fees and costs equally, subject to reallocation in the final decision or judgment as permitted by this Agreement or applicable law. Each party shall bear its own attorneys' fees and costs except as otherwise provided in this Agreement or by applicable law.

If any portion of this section is determined to be unenforceable as to any Dispute, the remaining provisions shall remain in effect to the fullest extent permitted by law, and any Dispute not subject to reference shall be resolved by the court; to the extent a jury trial would otherwise be available for such Dispute, the parties waive jury trial to the fullest extent permitted by law

22.2 BUYER'S RESORT TO OR PARTICIPATION IN SUCH ARBITRATION PROCEEDINGS SHALL NOT BAR SUIT IN A COURT OF COMPETENT JURISDICTION BY THE BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE UNLESS AND UNTIL THE ARBITRATION RESULTS IN AN AWARD TO THE SELLER OF LIQUIDATED DAMAGES, IN WHICH EVENT SUCH AWARD SHALL ACT AS A BAR AGAINST ANY ACTION BY BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE.

22.3 NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

WA KK WAA MDK

WA kk WAA MDK

Buyer's Initials Seller's Initials

23. Miscellaneous.

23.1 **Binding Effect**. This Agreement shall be binding on the Parties without regard to whether or not paragraphs 21 and 22 are initialed by both of the Parties. Paragraphs 21 and 22 are each incorporated into this Agreement only if initialed by both Parties at the time that the Agreement is executed. Signatures to this Agreement accomplished by means of electronic signature or similar technology shall be legal and binding.

23.2 **Applicable Law**. This Agreement shall be governed by, and paragraph 22.3 is amended to refer to, the laws of the state in which the Property is located. Any litigation or arbitration between the Parties hereto concerning this Agreement shall be initiated in the county in which the Property is located.

23.3 **Time of Essence**. Time is of the essence of this Agreement.

23.4 **Counterparts**. This Agreement may be executed by Buyer and Seller in counterparts, each of which shall be deemed an original, and all of which together

_____ WA WA WAA WAA

_____ KK MDK MDK

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shall constitute one and the same instrument. Escrow Holder, after verifying that the counterparts are identical except for the signatures, is authorized and instructed to combine the signed signature pages on one of the counterparts, which shall then constitute the Agreement.

23.5 **Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.**

23.6 **Conflict**. Any conflict between the printed provisions of this Agreement and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions. **Seller and Buyer must initial any and all handwritten provisions**.

23.7 **1031 Exchange**. Both Seller and Buyer agree to cooperate with each other in the event that either or both wish to participate in a 1031 exchange. Any party initiating an exchange shall bear all costs of such exchange. The cooperating Party shall not have any liability (special or otherwise) for damages to the exchanging Party in the event that the sale is delayed and/or that the sale otherwise fails to qualify as a 1031 exchange.

23.8 **Days**. Unless otherwise specifically indicated to the contrary, the word "days" as used in this Agreement shall mean and refer to calendar days.

24. Disclosures Regarding the Nature of a Real Estate Agency Relationship.

24.1 The Parties and Brokers agree that their relationship(s) shall be governed by the principles set forth in the applicable sections of the California Civil Code, as summarized in paragraph 24.2.

24.2 When entering into a discussion with a real estate agent regarding a real estate transaction, a Buyer or Seller should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Buyer and Seller acknowledge being advised by the Brokers in this transaction, as follows:

(a) *Seller's Agent*. A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or subagent has the following affirmative obligations: (1) *To the Seller:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(b) *Buyer's Agent*. A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations. (1) *To the Buyer:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(c) *Agent Representing Both Seller and Buyer*. A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. (1) In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Seller or the Buyer. b. Other duties to the Seller and the Buyer as stated above in their respective sections (a) or (b) of this paragraph 24.2. (2) In representing both Seller and Buyer, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including Seller's willingness to accept a price less than the listing price or Buyer's willingness to pay a price greater than the price offered. (3) The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. Buyer and Seller should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Buyer has the duty to exercise reasonable care to protect Buyer, including as to those facts about the Property which are known to Buyer or within Buyer's diligent attention and observation. Both Seller and Buyer should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(d) *Further Disclosures*. Throughout this transaction Buyer and Seller may receive more than one disclosure, depending upon the number of agents assisting in the transaction. Buyer and Seller should each read its contents each time it is presented, considering the relationship between them and the real estate agent in this transaction and that disclosure. Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer representation agreement or separate document. Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties that may be of interest to this Buyer. Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this transaction may be brought against Broker more than one year after the Date of Agreement and that the liability (including court costs and attorneys' fees), of any Broker with respect to any breach of duty, error or omission relating to this Agreement shall not exceed the fee received by such Broker pursuant to this Agreement; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

24.3 *Confidential Information.* Buyer and Seller agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

25. Construction of Agreement. In construing this Agreement, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Agreement. Whenever required by the context, the singular shall include the plural and vice versa. This Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

26. Additional Provisions.

Additional provisions of this offer, if any, are as follows or are attached hereto by an addendum or addenda consisting of paragraphs 28 through 34. (If there are no additional provisions write "NONE".)

See Addendum attached hereto.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX

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CONSEQUENCES OF THIS AGREEMENT OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:
1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS AGREEMENT.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PROPERTY. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PROPERTY, THE INTEGRITY AND CONDITION OF ANY STRUCTURES AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PROPERTY FOR BUYER'S INTENDED USE.

WARNING: IF THE PROPERTY IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THIS AGREEMENT MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.

NOTE:
1. **THIS FORM IS NOT FOR USE IN CONNECTION WITH THE SALE OF RESIDENTIAL PROPERTY.**
2. **IF EITHER PARTY IS A CORPORATION, IT IS RECOMMENDED THAT THIS AGREEMENT BE SIGNED BY TWO CORPORATE OFFICERS.**

The undersigned Buyer offers and agrees to buy the Property on the terms and conditions stated and acknowledges receipt of a copy hereof.

Date: _____

BROKER

_____

Attn: _____
Title: _____

Address: _____
Phone: _____
Fax: _____
Email: _____
Federal ID No.: _____
Broker DRE License #: _____
Agent DRE License #: _____

BUYER

City of Shafter or assignee

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

27. Acceptance.

27.1 Seller accepts the foregoing offer to purchase the Property and hereby agrees to sell the Property to Buyer on the terms and conditions therein specified.

27.2 In consideration of real estate brokerage service rendered by Brokers, Seller agrees to pay Brokers a real estate Brokerage Fee in a sum equal to 5.0 % of the Purchase Price. ~~to be divided between the Brokers as follows: Seller's Broker _____% and Buyer's Broker _____%.~~ This Agreement shall serve as an irrevocable instruction to Escrow Holder to pay such Brokerage Fee to Brokers out of the proceeds accruing to the account of Seller at the Closing.

27.3 Seller acknowledges receipt of a copy hereof and authorizes Brokers to deliver a signed copy to Buyer.

NOTE: A PROPERTY INFORMATION SHEET IS REQUIRED TO BE DELIVERED TO BUYER BY SELLER UNDER THIS AGREEMENT.

Date: Feb 23, 2026

BROKER

Cushman & Wakefield U.S., Inc.

Attn: Coby Vance
Title: Senior Director

Address: 5060 California Ave., Suite 1000, Bakersfield, CA 93309
Phone: (661)203-4400
Fax: _____
Email: coby.vance@cushwake.com

_____
_____
INITIALS

SELLER

Quantum Land, LLC, a California limited liability company

By: _____
Kathy (Feb 24, 2026 11:14:21 PST)
Name Printed: Kathy Keyes
Title: Managing Member
Phone: _____
Fax: _____
Email: _____

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KK MDK
INITIALS

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Federal ID No.: _____
Broker DRE License #: 01880493
Agent's DRE License #: 01449929

By: William Altmiller
William Altmiller (Feb 23, 2026 14:37:45 PST)
Name Printed: William P. Altmiller
Title: Managing Member
Phone: _____
Fax: _____
Email: _____

By: William A Altmiller
William A Altmiller (Feb 25, 2026 11:43:33 PST)
Name Printed: William A. Altmiller

By: Michael Keyes
Michael Keyes (Feb 24, 2026 12:57:34 CST)
Name Printed: Michael Keyes

Address: _____
Federal ID No.: _____

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ADDENDUM TO STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE

THIS ADDENDUM ("**Addendum**") supplements and, to the extent of any inconsistency, supersedes the provisions of that certain, Standard Offer, Agreement and Escrow Instructions For Purchase of Real Estate ("**Agreement**") between the undersigned Buyer and Seller dated as of Feb 23, 2026, 2026, as follows:

The AIR Commercial Real Estate Association Standard Offer and this Addendum shall be effective as of the date, following all legally required notices and hearings, this Agreement has been approved by Buyer's governing body or its delegated representative and signed by all Parties.

28. **Delivery Condition**. Buyer purchases the Property AS IS, WHERE IS, subject to Seller's representations, warranties, covenants, and required deliveries under the Agreement (including title and vacant possession at Closing), and no claim for fraud is waived. Seller shall leave all items on the Property as of the Effective Date at no cost. This Section controls over Section 2.5 to the extent of conflict.

29. **City Approval.** Buyer shall have 45 days from the full execution of the Agreement to (i) receive approval for Buyer's intended use of the Property, (ii) obtain all necessary approvals from relevant governmental agencies, including making findings consistent with the City's General Plan and (iii) obtain formal approval of the purchase, including authorization to proceed, by the Shafter City Council. The Agreement shall be contingent upon such City Council approval. Buyer shall have no obligation to perform or close escrow unless and until the City Council of the City of Shafter has duly approved this Agreement and authorized the acquisition at a public meeting.

30. **Closing Costs.** Buyer, as a public agency, is exempt from payment of documentary transfer taxes and recording fees pursuant to California Revenue & Taxation Code § 11922. Seller shall pay the premium for the owner's standard coverage title insurance policy. Each Party shall pay its customary share of escrow fees. Any provision requiring "net to Seller" or shifting all costs to Buyer is deleted.

31. **Escrow Instructions.** Escrow Holder shall not prepare, amend or modify any escrow instructions relating to this transaction without the prior written approval of the City Attorney or other authorized representative of the City of Shafter.

32. **Brokerage.** Buyer has not engaged any broker or agent in connection with this transaction. No broker's commission shall be payable by Buyer. Any brokerage fees shall be the sole responsibility of Seller unless expressly approved by the City Council of the City of Shafter.

33. **Non-Appropriation.** Buyer's obligations under the Agreement are subject to the lawful appropriation of funds by the City Council of the City of Shafter.

34. **Property Taxes and Assessments.** Buyer is a public agency and is exempt from payment of real property taxes. Prior to Close of Escrow, Escrow Holder and the Title Company shall confirm with Kern County that no escaped assessments or other property tax liabilities affect the Property. In the event any such liabilities exist, Seller authorizes the satisfaction of such

liabilities from funds otherwise payable to Seller at Close of Escrow. If any pre-Closing tax liabilities are later assessed, Seller shall promptly satisfy them or reimburse Buyer within thirty (30) days of demand, together with interest at the maximum legal rate from the date of Buyer's payment.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date above.

BUYER:

City of Shafter, a California municipal corporation

By: _____

Lance Lippincott, City Manager

SELLER:

Quantum Land, LLC, a California Limited Liability Company

By: Kathy Keyes
Kathy (Feb 24, 2026 11:14:21 PST)

Name: Kathy Keyes

Its: Managing Member

By: William Altmiller
William Altmiller (Feb 23, 2026 14:37:15 PST)

Name: William P. Altmiller

Its: Managing Member

By: William A Altmiller
William A Altmiller (Feb 25, 2026 11:43:33 PST)

Name: William A. Altmiller

Its: Member

By: Michael Keyes
Michael Keyes (Feb 24, 2026 12:57:34 PST)

Name: Michael Keyes

Its: Member

AIR CRE contracts

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. This includes a Buyer's agent under a buyer-broker representation agreement with the Buyer. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salesperson and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.

(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation. Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

☐ Buyer ☑ Seller ☐ Lessor ☐ Lessee William Altmiller (Feb 23, 2026 14:37:45 PST) Kathy (Feb 24, 2026 11:14:21 PST) William A Altmiller (Feb 26, 2026 11:43:33 PST) Michael Keyes (Feb 24, 2026 12:34 CST) Date: Feb 23, 2026

☐ Buyer ☐ Seller ☐ Lessor ☐ Lessee _____ Date: _____

Agent: Cushman & Wakefield U.S., Inc. DRE Lic. #: 01880493
Real Estate Broker (Firm)

By: _____ DRE Lic. #: 01449929 Date: 2/23/2026
(Salesperson or Broker-Associate)

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in this section and Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:
(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobile home, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multi-unit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobile home as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Single-family residential property" or "single-family residential real property" means any of the following: (1) Real property improved with one to four dwelling units, including a leasehold exceeding one year's duration. (2) A unit in a residential stock cooperative, condominium, or planned unit development. (3) A mobilehome or manufactured home when offered for sale or sold through a real estate broker pursuant to Section 10131.6 of the Business and Professions Code. **(m)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(n)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which they are the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(o)** "Buyer's agent" means an agent who represents a buyer in a real property transaction. **(p)** "buyer-broker representation agreement" means a written contract between a buyer of real property and a buyer's agent by which the buyer's agent has been authorized by the buyer to provide services set forth in subdivision (a) of Section 10131 of the Business and Professions Code for or on behalf of the buyer for which a real estate license is required pursuant to the terms of the contract.

2079.14. **(a)** A copy of the disclosure form specified in Section 2079.16 shall be provided in a real property transaction as follows: **(1)** The seller's agent, if any, shall provide the disclosure form to the seller before entering into the listing agreement. **(2)** The buyer's agent shall provide the disclosure form to the buyer as soon as practicable before execution of a buyer-broker representation agreement and execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer. **(b)** The agent providing the disclosure form specified in Section 2079.16 shall obtain a signed acknowledgment of receipt from the buyer or seller except as provided in Section 2079.15.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.
(C) CONFIRMATION: The following agency relationships are confirmed for this transaction.

Seller's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)
Seller's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)
Buyer's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)
Buyer's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289, 2017-18 California Legislative session)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any

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compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. **(b)** A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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SELLER'S MANDATORY DISCLOSURE STATEMENT

(DO NOT USE IN SALE OF RESIDENTIAL PROPERTIES WITH 1-4 UNITS)

This Seller's Mandatory Disclosure Statement ("**Disclosure**") is made pursuant to the requirements of and shall be a part of the ☑ STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE (See paragraph 9.1(a) thereof) ~~or ☐ _____~~ (the "**Purchase Agreement**") dated for reference purposes as of _____, regarding that certain real property commonly known as (street address, city, state, zip): 1351 E. Ash Avenue, Shafter, CA 93263 ("**Property**") wherein Quantum Land, LLC, a California limited liability company is the Seller and City of Shafter or assignee is the Buyer. Note: This Disclosure does not replace the Property Information Sheet published by AIR CRE ("**AIR**") and, unless not required by the Purchase Agreement, Seller should also provide Buyer the Property Information Sheet.

1. NATURAL HAZARDS DISCLOSURES. To make the disclosures required by California Government Code Section 8589.3 (a special flood hazard area), California Government Code Section 8589.4 (dam failure inundation area), California Government Code Sections 51178 or 51179, and 51182 (very high fire hazard severity zone), California Public Resources Code Sections 4125, 4142 and 4291 (wildlands fire area), California Public Resources Code Section 2622 (earthquake fault zone), and California Public Resources Code Section 2696 (seismic hazard zone) ("**Natural Hazards Disclosures**"), Seller provides Buyer a natural hazards report ("**Natural Hazards Report**") prepared by:

☐ ***myNHD Inc., 800-814-2922,*** **https://www.myNHD.com**, or ☐ _____, _____, and the Natural Hazards Report is attached.

2. EARTHQUAKE SAFETY. If the improvements on the Property were constructed prior to 1975 and include structures with either (i) pre-cast (e.g., tilt-up) concrete or reinforced masonry walls together with wood frame floors or roofs, or (ii) unreinforced masonry walls, then California Business & Professions Code §10147; Government Code §§8875.6, 8875.9, 8893.2, and 8893.3; and California Civil Code §2079.9 require Seller to provide Buyer a copy of The Commercial Property Owner's Guide to Earthquake Safety (the "**Booklet**") published by the California Seismic Safety Commission, available through the following link: https://ssc.ca.gov/forms_pubs/cog. ☑ Seller is not required to provide the Booklet to Buyer. ☐ Seller is required to provide the Booklet to Buyer, which Booklet Seller is hereby providing to Buyer.

~~3. FLOOD DISASTER INSURANCE. If Seller or Seller's predecessor-in-interest has previously received Federal flood disaster assistance and such assistance was conditioned upon obtaining and maintaining flood insurance on the Property, Federal law, i.e., 42 U.S.C. §5154a, mandates that prospective purchasers be advised that they will be required to obtain and maintain such insurance on the Property and that if such insurance is not maintained and the Property is thereafter damaged by a flood disaster, the purchaser may be required to reimburse the Federal Government for the disaster relief provided. Buyer is hereby informed that to the best of Seller's knowledge, Federal flood disaster assistance ☐ has or ☐ has not been previously received with regard to the Property. Note: if such disaster assistance has been received, the law specifies that the required notice be "contained in documents evidencing the transfer of ownership".~~

~~4. WATER HEATER BRACING. The Property ☐ does or ☐ does not contain one or more water heaters of 120 gallons or less. If the Property does contain one or more water heaters of 120 gallons or less, then as required by California Health and Safety Code §19211, Seller hereby certifies to Buyer that all such water heaters ☐ have or ☐ have not been braced, strapped and/or anchored in accordance with law.~~

~~5. TITLE INSURANCE. If the Purchase Agreement does not provide that Buyer will be provided with title insurance, Buyer is strongly urged to consider purchasing title insurance. In accordance with California Civil Code §1057.6, Buyer is advised as follows:~~

~~IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.~~

~~6. METHAMPHETAMINE LABORATORY ACTIVITY. As required by California Health and Safety Code §25400.28, Seller notifies Buyer that a government order identifying the Property as contaminated by methamphetamine laboratory activity ☐ has been received by Seller (copy of such order is attached), or ☐ has not been received by Seller.~~

7. HAZARDOUS SUBSTANCES. If the Property is non-residential property, then as required by California Health and Safety Code §78700 Seller notifies Buyer that:

☑ Seller neither knows nor has reasonable cause to believe that any release of hazardous substance (as such terms are defined by California Health and Safety Code §§25320 and 25316) has come to be located on or beneath the Property, or ☐ Seller knows or has reasonable cause to believe that a release of hazardous substance has come to be located on or beneath the Property.

~~8. WATER CONSERVING PLUMBING FIXTURES. For multi-family residential (containing more than one unit) and commercial properties built before January 1, 1994: California Civil Code §1101.5 requires all noncompliant plumbing fixtures to be replaced before January 1, 2019 with water-conserving plumbing fixtures. As required by California Civil Code §1101.5(e), Seller discloses that the Property ☑ was built after January 1, 1994 and is exempt from this statute; ☐ does include noncompliant plumbing fixtures; or ☐ does not include any noncompliant plumbing fixtures.~~

~~9. DEATH ON THE PROPERTY. As required by California Civil Code §1710.2, Seller ☐ does or ☑ does not know of the death on the Property of an occupant of the Property in the three years before the date of Buyer's offer to purchase the Property per the Purchase Agreement.~~

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10. OTHER. Sellers make no representations or warranties for the Property.

Seller believes the information provided in this Disclosure by Seller is true and correct to the best knowledge of Seller as of the date of this Disclosure, but Seller states that Seller has exercised good faith in the selection of a Natural Hazards Expert, Seller has not independently verified, and Seller is not obligated to verify, the information contained in the Natural Hazards Report, and makes no representation or warranty as to the truth or accuracy of any information contained in the Natural Hazards Report. Buyer agrees the Natural Hazards Report satisfies Seller's legal duty to make the Natural Hazards Disclosures, the provider of the Natural Hazards Report shall be deemed to be an expert dealing with matters within the scope of its expertise with respect to the examination and written report regarding the Natural Hazards Disclosures, and California Civil Code §1103.4 which deals with a seller's non-liability for errors and/or omissions not within such seller's personal knowledge shall be deemed to apply to Seller.

The hazards referenced in this Disclosure may limit the ability of the owner of the Property to develop the Property, to obtain insurance, or to receive assistance after a disaster. The maps on which the Natural Hazards Report are based estimate where natural hazards exist and are not definitive indicators of whether or not a property will be affected by a natural disaster. Buyer is advised to obtain professional advice regarding those hazards and other hazards that may affect the Property.

Applicable laws and the areas covered by the various natural hazard zones, etc. may change. Seller shall not be required to notify Buyer if the information provided in the Natural Hazards Report becomes inaccurate as a result of any governmental action, map revision, changed information, or other act or occurrence, unless Seller has actual knowledge that the information has become inaccurate. Prior to the close of escrow, Buyer may wish to again check the status of the Property. Also, Buyer is advised to verify with appropriate local governmental agencies, such as the city and/or county in which the Property is located, to determine if they have established natural hazard zones in addition to those listed above. Signatures to this Disclosure accomplished by means of electronic signature or similar technology shall be legal and binding. This Disclosure may be executed in counterparts.

The statements herein are not intended to be full or complete disclosure of all possible impacts on Buyer and/or the Property. If a matter is disclosed regarding the Property, Buyer is advised to:

1. Review the entirety of all laws applicable to such disclosed matter.
2. Seek advice of counsel as to the legal consequence of any disclosed matters.
3. Retain appropriate consultants to review and investigate the impact of all such disclosed matters.

Neither AIR CRE nor any of the brokers make any representation, warranty or recommendation regarding the legal sufficiency, legal effect or any other consequences of this Disclosure.

Date: Feb 23, 2026

SELLER

Quantum Land, LLC, a California limited liability company

By: Kathy Keyes
Kathy (Feb 24, 2026 11:14:21 PST)

Name Printed: Kathy Keyes

Title: Managing Member

By: William Altmiller
William Altmiller (Feb 23, 2026 14:37:45 PST)

Name Printed: William P. Altmiller

Title: Managing Member

By: William A Altmiller
William A Altmiller (Feb 25, 2026 11:43:33 PST)

Name Printed: William A. Altmiller

By: Michael Keyes
Michael Keyes (Feb 24, 2026 12:57:34 CST)

Name Printed: Michael Keyes

Buyer acknowledges receipt of this Disclosure together with the Natural Hazards Report, the Booklet and any other documents referenced herein (as applicable) as being provided to Buyer, and agrees to the above terms and conditions.

Date: _____

BUYER

City of Shafter or assignee

By: _____

Name Printed: _____

Title: _____

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PROPERTY INFORMATION SHEET

(For the sale or leasing of non-residential properties)

PREFACE:

Purpose: This Statement is NOT a warranty as to the actual condition of the Property/Premises. The purpose is, instead, to provide the brokers and the potential buyer/lessee with important information about the Property/Premises which is currently in the actual knowledge of the Owner and which the Owner is required by law to disclose.

Actual Knowledge: For purposes of this Statement the phrase 'actual knowledge' means: the awareness of a fact, or the awareness of sufficient information and circumstances so as to cause one to believe that a certain situation or condition probably exists.

TO WHOM IT MAY CONCERN:

Quantum Land, LLC, a California limited liability company ("**Owner**"), owns the Property/Premises commonly known as (street address, city, state, zip) 1351 E. Ash Avenue, Shafter, CA 93263 located in the County of Kern, and generally described as (describe briefly the nature of the Premises or Property) approximately 18,950sf of building space on an approximately 4.73 acre parcel (hereinafter "**Property**"), and certifies that:

1. **Material Physical Defects.** Owner has no actual knowledge of any material physical defects in the Property or any improvements and structures thereon, including, but not limited to the roof, except (if there are no exceptions write "NONE"): _____.

2. **Equipment.**

A. Owner has no actual knowledge that the heating, ventilating, air conditioning, plumbing, loading doors, electrical and lighting systems, life safety systems, security systems and mechanical equipment existing on the Property as of the date hereof, if any, are not in good operating order and condition, except (if there are no exceptions write "NONE"): _____.

B. Owner has no actual knowledge of any leases, financing agreements, liens or other agreements affecting any equipment which is being included with the Property, except (if there are no exceptions write "NONE"): _____.

3. **Soil Conditions.** Owner has no actual knowledge that the Property has any slipping, sliding, settling, flooding, ponding or any other grading, drainage or soil problems, except (if there are no exceptions write "NONE"): _____.

4. **Utilities.** Owner represents and warrants that the Property is served by the following utilities (check the appropriate boxes) ☐ public sewer system and the cost of installation thereof has been fully paid, ☐ private septic system, ☐ electricity, ☐ natural gas, ☐ domestic water, ☐ telephone, and ☐ other: _____.

5. **Insurance.** Owner has no actual knowledge of any insurance claims filed regarding the Property during the preceding 3 years, except (if there are no exceptions write "NONE"): _____.

6. **Compliance With Laws.** Owner has no actual knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes, or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable government agency or of any casualty insurance company that any work of investigation, remediation, repair, maintenance or improvement is to be performed on the Property, except (if there are no exceptions write "NONE"): _____.

7. **Hazardous Substances and Mold.**

A. Owner has no actual knowledge of the Property ever having been used as a waste dump, of the past or present existence of any above or below ground storage tanks on the Property, or of the current existence on the Property of asbestos, transformers containing PCB's or any hazardous, toxic or infectious substance whose nature and/or quantity of existence, use, manufacture or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare, except (if there are no exceptions write "NONE"): _____.

B. Owner represents and warrants that it is not currently, and never has been engaged in the business of hauling waste, and never stored hazardous substances on the Property, except (if there are no exceptions write "NONE"): _____.

C. Owner has no actual knowledge of the existence on the Property of hazardous levels of any mold or fungi defined as toxic under applicable state or Federal law, except (if there are no exceptions write "NONE"): _____.

8. **Fire Damage.** Owner has no actual knowledge of any structure on the Property having suffered material fire damage, except (if there are no exceptions write "NONE"): _____.

9. **Actions, Suits or Proceedings.** Owner has no actual knowledge that any actions, suits or proceedings are pending or threatened before any court, arbitration tribunal, governmental department, commission, board, bureau, agency or instrumentality that would affect the Property or the right or ability of an owner or tenant to convey, occupy or utilize the Property, except (if there are no exceptions write "NONE"): _____.
Owner has not served any Notices of Default on any of the tenants of the Property which have not been resolved except (if there are no exceptions write "NONE"): _____.

10. **Governmental Proceedings.** Owner has no actual knowledge of any existing or contemplated condemnation, environmental, zoning, redevelopment agency

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~~plan or other land use regulation proceedings which could detrimentally affect the value, use and operation of the Property, except (if there are no exceptions write "NONE"): _____.~~

11. **Unrecorded Title Matters**. Owner has no actual knowledge of any encumbrances, covenants, conditions, restrictions, easements, licenses, liens, charges or other matters which affect the title of the Property that are not recorded in the official records of the county recorder where the Property is located, except (if there are no exceptions write "NONE"): NONE .

~~12. **Leases.** Owner has no actual knowledge of any leases, subleases or other tenancy agreements affecting the Property, except (if there are no exceptions write "NONE"): _____.~~

~~13. **Options.** Owner has no actual knowledge of any options to purchase, rights of first refusal, rights of first offer or other similar agreements affecting the Property, except (if there are no exceptions write "NONE"): _____.~~

~~14. **Short Sale/Foreclosure.** The ability of the Owner to complete a sale of the Property ☐ is contingent ☐ is not contingent upon obtaining the consent of one or more lenders to conduct a 'short sale', i.e. a sale for less that the amount owing on the Property. (This paragraph only needs to be completed if this Property Information Sheet is being completed in connection with the proposed sale of the Property) One or more of any loans secured by the Property ☐ is ☐ is not in foreclosure.~~

~~15. **Energy Efficiency**. The Property ☐ has ☐ has not been granted an energy efficiency rating or certification such as one from the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) or ☐ Seller/Lessor does not know if the Property has been granted such a rating or certificate. If such a rating or certification has been obtained please describe the rating or certification and provide the name of the organization that granted it: _____.~~

16. **Other.** (It will be presumed that there are no additional items which warrant disclosure unless they are set forth herein): Sellers make no representations or warranties for the Property .

The statements herein will be relied upon by brokers, buyers, lessees, lenders and others. Therefore, Owner and/or the Owner's Property Manager has reviewed and modified this printed statement as necessary to accurately and completely state all the known material facts concerning the Property. To the extent such modifications are not made, this statement may be relied upon as printed. This statement, however, shall not relieve a buyer or lessee of responsibility for independent investigation of the Property. Owner agrees to promptly notify, in writing, all appropriate parties of any material changes which may occur in the statements contained herein from the date this statement is signed until title to the Property is transferred, or the lease is executed. Signatures to this Statement accomplished by means of electronic signature or similar technology shall be legal and binding.

Date: Feb 23, 2026
(fill in date of execution)

OWNER
Quantum Land, LLC, a California limited liability company

By: Kathy (Feb 24, 2026 11:14:21 PST)
Name Printed: Kathy Keyes
Title: Managing Member

By: William Altmiller (Feb 23, 2026 14:37:45 PST)
Name Printed: William P. Altmiller
Title: Managing Member

By: William A Altmiller (Feb 25, 2026 11:43:33 PST)
Name Printed: William A. Altmiller

By: Michael Keyes (Feb 24, 2026 12:57:34 CST)
Name Printed: Michael Keyes

Buyer/lessee hereby acknowledges receipt of a copy of this Property Information Sheet on _____. (Fill in date received)

BUYER/LESSEE
City of Shafter or assignee

By: _____
Name Printed: _____
Title: _____

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CITY OF SHAFTER
CITY COUNCIL REPORT

MEETING DATE: March 3, 2026

DEPARTMENT: Steve Esselman, Planning Director

SUBJECT: DISCUSSION AND DIRECTION REGARDING CONTRACTING WITH LEGAL COUNSEL TO REVIEW THE SHAFTER MUNICIPAL CODE FOR COMPLIANCE WITH STATE LAW

RECOMMENDATION

Council receive and file. This item is for informational purposes only.

BACKGROUND

The Shafter Municipal Code (SMC) establishes the legal framework for local governance, regulatory authority, and enforcement in the City of Shafter. State laws affecting local governments are frequently amended through legislation, regulations, and court decisions. Over time, portions of the SMC may become outdated, inconsistent, or preempted by State law. This staff report requests City Council discussion and direction on whether to retain legal counsel, either with 1) the contracted City Attorney's Office (Best Best & Krieger LLP or BBK) or 2) outside counsel, to conduct a comprehensive review of the SMC to identify provisions that may be inconsistent with or preempted by State law and to recommend updates to maintain legal compliance and reduce potential risk to the City.

The SMC is a compilation of ordinances adopted by the City Council over many years. While individual code amendments are typically reviewed by the City Attorney at the time of adoption, a comprehensive, code-wide legal compliance review has not been conducted recently.

State law governing land use, housing, public safety, business regulation, labor standards, and environmental requirements has evolved significantly in recent years. In some cases, State law expressly preempts local regulation. In others, it establishes minimum standards or procedural requirements that must be reflected in local ordinances. Failure to align local code provisions with State law may expose the City to legal challenges, enforcement limitations, or unintended barriers to implementing City policies.

A municipal code compliance review would typically:

- Identify provisions that conflict with, are preempted by, or are inconsistent with current State law;
- Identify outdated or unenforceable provisions;
- Recommend amendments to align the SMC with State requirements while preserving local intent where legally permissible; and
- Reduce the City's exposure to legal risk and improve clarity for the public and staff.

BBK or outside counsel could be tasked with reviewing the SMC, preparing a memorandum summarizing findings, and drafting recommended ordinance amendments for City Council consideration.

Regular review of the SMC is an important tool to ensure consistency with State law, reduce legal risk, and support effective implementation of City policies. City Council discussion and direction will guide staff on whether and how to proceed with a SMC compliance review and the potential use of outside legal counsel or BBK.

FISCAL IMPACT

The fiscal impact would depend on the scope of work and the attorney or law firm selected. If directed to proceed, staff would return with a not-to-exceed contract amount and proposed funding source for City Council consideration.

CEQA ANALYSIS

This item does not require discretionary action as it is for informational purposes only. Therefore, it does not trigger CEQA review. Any future ordinance amendments resulting from the review would be subject to separate CEQA review, as appropriate.

APPROVED BY THE CITY ATTORNEY

ATTACHMENTS

None

CITY OF SHAFTER
CITY COUNCIL REPORT

MEETING DATE: March 3, 2026

DEPARTMENT: Johnny Rubio, IT Director

SUBJECT: APPROVAL FOR THE ADDITION OF A GIS COORDINATOR POSITION

RECOMMENDATION

Council find that the action is not defined as a “project” per Section 15378(b)(5) of the CEQA Guidelines; approve the addition of one (1) GIS Coordinator position to the City’s staffing allocation to ensure continuity of GIS operations, provide technical oversight of GIS infrastructure, and support the City’s expanding infrastructure and fiber initiatives.

BACKGROUND

The City’s GIS program has historically been supported by an existing staff member who provided both technical and strategic oversight of GIS operations. This role includes supervision of the GIS Specialist, long-range project planning, and maintenance of the City’s GIS systems and data.
That staff member has since been promoted and is now overseeing a major citywide fiber expansion project. While this transition strengthens the City’s broadband and infrastructure efforts, it has created a critical gap in GIS leadership, system oversight, and project coordination. In addition, provisioning this role will allow our Deputy IT Director to focus on maintaining our existing network infrastructure, reviewing new and existing contracts, advancing fiber expansion efforts, and conducting mainline and trunk-level inspections in the field.

The GIS Coordinator role is essential to both the operational and strategic success of the City’s GIS program. In addition to serving as the primary technical lead, the GIS Coordinator provides direct oversight and direction to the GIS Technician, ensuring consistency, accuracy, and timely delivery of GIS-related services across departments. Key responsibilities of the GIS Coordinator include:

- Providing supervision, guidance, and workload prioritization for the GIS Specialist
- Planning and coordinating GIS projects in advance to support departmental and capital initiatives
- Overseeing the City’s GIS servers, including maintenance, troubleshooting, and system updates

- Ensuring data integrity, system availability, and continuity of GIS services; collaborate with ESRI support
- Manage the City's RTK GPS correction system and ensure that monitoring and upgrades are done on a routine basis with EOS.
- Providing analytical and mapping support for Public Works, Police, Planning, Engineering, and IT
- Manage the City's role in responding to the US Census Bureau's Boundary and Annexation Survey every other year.
- Supporting long-term infrastructure planning and future smart city initiatives, including the evaluation, integration, and support of new or existing software systems such as LMS integrations and Police Department CAD systems.

Without a dedicated GIS Coordinator, these responsibilities would be distributed across staff whose primary focus is now infrastructure and project management, increasing the risk of service delays, data inconsistencies, and system-level issues.

FISCAL IMPACT

The proposed GIS Coordinator position has a fully burdened annual cost of approximately $190,000 at Step E, inclusive of salary, retirement contributions, payroll taxes, and benefits.
The estimated fiscal impact for FY 25/26 is approximately $50,000, which can be absorbed within the current approved budget; therefore, no budget amendment is required. The full annualized cost of the position will be incorporated and formally allocated in the upcoming FY 26/27 budget. Beginning next fiscal year, the cost allocation will reflect the City's cross-departmental use of GIS services:

- Approximately 70% ($133,000) will be funded by the General Fund to support core services such as Public Works, Police, Planning, Engineering, and administrative operations.
- Approximately 30% ($57,000) will be allocated to applicable Enterprise Funds, including utilities and infrastructure-related operations that rely on GIS system maintenance and data management.

This allocation methodology is consistent with enterprise cost-sharing principles and ensures that departments benefiting from GIS services contribute proportionately. The position restores dedicated technical oversight and leadership to the City's GIS program following the reassignment of prior staff to major fiber expansion initiatives. Failure to fund the position may result in operational inefficiencies, data integrity risks, delayed project delivery, and potential reliance on higher-cost consulting services.

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 the addition of a GIS coordinator position 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

No

ATTACHMENTS

None

CITY OF SHAFTER
CITY COUNCIL REPORT

MEETING DATE: March 3, 2026

DEPARTMENT: Michael James, Assistant City Manager, Alex Gonzalez, Public Works Director

SUBJECT: LERDO HIGHWAY VEGETATIVE BARRIER TREE PLANTING PROJECT

RECOMMENDATION

Council find that the action is exempt from the California Environmental Quality Act; approve the establishment of a new Capital Improvement Program project for the AB 617 Shafter Vegetative Barriers Project with a budget of $253,000; authorize Staff to utilize the City's existing bidding and procurement procedures for implementation of the project; and direct staff to return to the City Council for approval of any purchase or contract awards, as applicable, and to provide future project updates.

BACKGROUND

The San Joaquin Valley Unified Air Pollution Control District (District) awarded the City of Shafter a grant in the amount of $253,000 for the AB 617 Shafter Vegetative Barriers Project (Agreement No. G-242493-A1). The project provides funding to plant approximately 50 trees within the existing street median along Lerdo Highway, between Cherry Avenue and Zerker Road, to create vegetative barriers that mitigate air quality impacts from nearby pollution sources. Reimbursement will be provided for eligible project expenditures following completion and District post-inspection in accordance with the funding agreement .

On November 19, 2024, the City Council adopted Resolution No. 2996 approving participation in the Vegetative Barriers Emission Reduction Program and authorizing submittal of a grant application and execution of associated funding documents.

In order to properly account for grant expenditures and reimbursement, a new Capital Improvement Program (CIP) project must be established with a budget of $253,000. Public Works requests flexibility to implement the project using the City's existing bidding and procurement procedures, which may include purchasing materials directly and utilizing City staff for installation or contracting installation services, consistent with applicable grant requirements. Staff will return to the City Council at a future meeting for approval of any purchase or contract awards, as applicable, and will provide periodic project updates during implementation.

FISCAL IMPACT

The project is fully funded through a $253,000 grant award from the San Joaquin Valley Unified Air Pollution Control District. Approval of this item will establish a new Capital Improvement Program (CIP) project with a total budget of $253,000 to allow for the proper accounting of project-related expenditures and grant reimbursements.

The City will initially incur project costs and submit reimbursement requests to the District in accordance with the terms of the funding agreement, which provides reimbursement for eligible expenditures upon completion and post-inspection of the installed vegetative barriers. No local match is required. There is no net impact to the General Fund, other than temporary cash flow timing associated with grant reimbursement.

CEQA ANALYSIS

The project is categorically exempt from the California Environmental Quality Act (CEQA) per Section 15304 (Minor Alterations to Land) of the CEQA Guidelines because the project is the installation of approximately 50 trees within an existing street median that does not involve the removal of healthy, mature, scenic trees.

APPROVED BY THE CITY ATTORNEY

Not Applicable

ATTACHMENTS

None