

**REGULAR MEETING AGENDA
OF THE
ARVIN CITY COUNCIL / SUCCESSOR AGENCY TO THE
ARVIN COMMUNITY REDEVELOPMENT AGENCY / ARVIN HOUSING
AUTHORITY / ARVIN PUBLIC FINANCING AUTHORITY**

**TUESDAY OCTOBER 18, 2016 6:00p.m.
CITY HALL COUNCIL CHAMBERS
200 CAMPUS DRIVE, ARVIN**

CALL TO ORDER Mayor Jose Flores

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL	Jose Flores	Mayor
	Erika Madrigal	Mayor Pro Tem
	Jose Gurrola, Jr.	Councilmember
	Jess Ortiz	Councilmember
	Jazmin Robles	Councilmember

STAFF	Alfonso Noyola	City Manager
	Shannon L. Chaffin	City Attorney – Aleshire & Wynder
	Robert Ruiz	Finance Director
	Marti Brown	Community Development Director
	Richard G. Breckinridge	Chief of Police
	Robin Dickerson	City Engineer – Quad Knopf
	Cecilia Vela	City Clerk

PUBLIC COMMENTS:

The meetings of the City Council and all municipal entities, commissions, and boards (“the City”) are open to the public. At regularly scheduled meetings, members of the public may address the City on any item listed on the agenda, or on any non-listed matter over which the City has jurisdiction. At special or emergency meetings, members of the public may only address the City on items listed on the agenda. The City may request speakers to designate a spokesperson to provide public input on behalf of a group, based on the number of people requesting to speak and the business of the City.

In accordance with the Brown Act, all matters to be acted on by the City must be posted at least 72 hours prior to the City meeting. In cases of an emergency, or when a subject matter needs immediate action or comes to the attention of the City subsequent to the agenda being posted, upon making certain findings, the City may act on an item that was not on the posted agenda.

AGENDA STAFF REPORTS AND HANDOUTS:

Staff reports and other disclosable public records related to open session agenda items are available at City Hall, 200 Campus Drive, Arvin, CA 93203 during regular business hours.

CONDUCT IN THE CITY COUNCIL CHAMBERS:

Rules of Decorum for the Public

Members of the audience shall not engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, clapping, whistling, stamping of feet or other acts which disturb, disrupt, impede or otherwise render the orderly conduct of the City meeting infeasible. A member of the audience engaging in any such conduct shall, at the discretion of the presiding officer or a majority of the City, be subject to ejection from the meeting per Gov. Code Sect. 54954.3(c).

Removal from the Council Chambers

Any person who commits the following acts in respect to a meeting of the City shall be removed from the Council Chambers per Gov. Code Sect. 54954.3(c).

- (a) Disorderly, contemptuous or insolent behavior toward the City or any member thereof, tending to interrupt the due and orderly course of said meeting;
- (b) A breach of the peace, boisterous conduct or violent disturbance, tending to interrupt the due and orderly course of said meeting;
- (c) Disobedience of any lawful order of the Mayor, which shall include an order to be seated or to refrain from addressing the City; and
- (d) Any other unlawful interference with the due and orderly course of said meeting.

AMERICANS with DISABILITIES ACT:

In compliance with the ADA, if you need special assistance to participate in a City meeting or other services offered by the City, please contact the City Clerk’s office, (661) 854-3134. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

1. Approval of Agenda as To Form.

Motion _____ Second _____ Vote _____

Roll Call: CM Ortiz _____ CM Robles _____ CM Gurrola _____ MPT Madrigal _____ Mayor Flores _____

2. PUBLIC COMMENTS

(This is the opportunity for the public to address the City Council on any matter on the agenda or any item of interest to the public that is within the subject matter jurisdiction of the City Council.)

3. PRESENTATION(S)

A. Presentation of Local Youth Programs

Barry Hill, Executive Director – Boys & Girls Club

4. CONSENT AGENDA ITEM(S)

A. Approval of Demand Register(s) of September 30, 2016 – October 13, 2016.

B. Approval of Payroll Register(s) of October 07, 2016.

C. Approval of the Minutes of the Regular Meeting of October 04, 2016.

D. Approval of Special Event Application and Request from St. Thomas Church for Assistance from the Arvin Maintenance & Infrastructure Dept. and Arvin Police Dept. for the Annual Our Lady of Guadalupe Procession to be held on Sunday, Dec. 11, 2016; costs associated with City staff time to be absorbed by the City of Arvin.

E. Approval of a Lease Agreement Between the City of Arvin and the Rural Community Assistance Corporation for 141 North A Street, Suite M and Finding of a Class 1 Categorical Exemption.

F. Approval of A Resolution of the City Council of the City of Arvin Authorizing Submittal of an Application for a Caltrans Sustainable Transportation Planning Grant to Develop a ‘Complete Streets’ and Safe Routes to School Plan for the City of Arvin and Authorizing the City Manager, or His Designee, to Execute All Related Grant Documents and Agreements in the Name of the City of Arvin .

Staff recommends approval of Consent Agenda.

Motion _____ Second _____ Vote _____

Roll Call: CM Ortiz _____ CM Robles _____ CM Gurrola _____ MPT Madrigal _____ Mayor Flores _____

5. PUBLIC HEARING ITEM(S)

- A. Public Hearing to Consider Introduction of an Ordinance of the City Council of the City of Arvin, Amending Title 8 of the Arvin Municipal Code and Adopting Chapter 8.29 Pertaining to Marijuana. (City Manager)

Staff recommends the City Council consider introducing the Ordinance to be read by title only, open the hearing, allow for public testimony, close the hearing, waive first reading of the Ordinance, and approve the introduction of the attached Ordinance.

Motion _____ Second _____ Vote _____

Roll Call: CM Ortiz _____ CM Robles _____ CM Gurrola _____ MPT Madrigal _____ Mayor Flores _____

6. ACTION ITEM(S)

- A. Consideration and Approval of A Resolution of the City Council of the City of Arvin Authorizing a One-Time Reduction in Traffic Impact Fees for Country Sweet Produce as to Three Structures and Directing Staff Review the Traffic Impact Fees for Commercial and Industrial Uses to Address Variation in Rates for Seasonal Uses and Rates for Trips Generated by Trucks Versus Passenger Vehicles. (City Engineer)

Staff recommends approval of the Resolution.

Motion _____ Second _____ Vote _____

Roll Call: CM Ortiz _____ CM Robles _____ CM Gurrola _____ MPT Madrigal _____ Mayor Flores _____

7. DISCUSSION ITEM(S)

- A. Discussion and Preliminary Direction Pertaining to Updating the City’s Oil and Gas Production Ordinance (CM Gurrola)

8. STAFF REPORTS

9. COUNCIL MEMBER COMMENTS

10. CLOSED SESSION ITEM(S)

- A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Pursuant to Government Code, § 54956.9(b)
A closed session will be held because there is a significant exposure to litigation in 1 case.

11. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the Arvin City Council Chambers Bulletin Board not less than 72 hours prior to the meeting. Dated October 13, 2016.

A handwritten signature in blue ink, appearing to read "Cecilia Vela", with a long horizontal flourish extending to the right.

Cecilia Vela, City Clerk



BOYS & GIRLS CLUBS
OF KERN COUNTY

GREAT FUTURES START [HERE.](#)



BOYS & GIRLS CLUBS
OF KERN COUNTY

Our Mission

To enable all young people, especially those who need us most, to reach their full potential as productive, caring, responsible citizens.

Our Vision

Provide a world-class Club Experience that assures success is within reach of every young person who walks through our doors, with all members on track to graduate from high school with a plan for the future, demonstrating good character and citizenship, and living a healthy lifestyle.

GREAT FUTURES START [HERE.](#)



CURRENT NUMBERS

62 After School Programs

7200 Members Served Daily

530 Youth Development Professionals

18,000 Suppers Served per month

School Partnerships



**Bakersfield City School District
Arvin Elementary School District
Beardsley Elementary School District
Di Giorgio School District
Frazier Elementary School District
General Shafter School District
Lakeside School District
Lamont School District
Standard Elementary School District
Vineland Elementary School District**



AFTER SCHOOL PROGRAM

Days of Operation

Monday – Friday

Hours of Program Operation

2 pm (or school let our time) to 6 pm

Generic Program Schedule

2:00 pm – 2:30 pm	Group Activities
2:30 pm - 3:00 pm	Snack and Announcement
3:00 pm – 3:30 pm	Homework Assistance
3:30 pm – 4:30 pm	Enrichment Activity 1
4:30 pm – 5:30 pm	Enrichment Activity 2
5:30 pm – 6:00 pm	Small Group Activities



5 CORE PROGRAM AREAS

Character and Leadership Development

Education and Career Development

The Arts

Health and Life Skills

Sports, Fitness & Recreation

*Evidence based curriculum

5 KEY PROGRAM ELEMENTS

A safe, positive environment

Fun

Supportive relationships

Opportunities and expectations

Recognition



BOYS & GIRLS CLUBS
OF KERN COUNTY



Youth Development Strategy

A SENSE OF COMPETENCE

the feeling there is something boys and girls can do as well.

A SENSE OF USEFULNESS

the opportunity to do something of value for other people.

A SENSE OF BELONGING

a setting where young people know they “fit” and are accepted.

A SENSE OF POWER OR INFLUENCE

a chance to be heard and to influence decisions.



BOYS & GIRLS CLUBS
OF KERN COUNTY



Estimated Staffing Levels

Based on 100 Club Members



Staff to Member Ratio
1:20

Priority Outcome Areas



Graduate from high school ready for college, trade school, military or employment



Be an engaged citizen involved in the community, register to vote and model strong character



Adopt a healthy diet, practice healthy lifestyle choices and make a lifelong commitment to fitness

Questions

Edit List of Invoices - Detail

DEMAND REGISTER 10/03/2016

Date: 10/03/2016

Time: 3:45 pm

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City of Arvin

Ref. No.	Vendor Name	Post Date	PO Number	Bank	Invoice Description Line 1	Gross Amount
Vendor No.	Vendor Address	Pay. Date		Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	1099?	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.			
42024	ARVIN COMM SERVICES DIST	10/03/2016		BOFA	GARDEN IN THE SUN PROJECT	400.00
01-705	309 CAMPUS DR.	10/03/2016		N	DOMESTIC/IRRIGATION SYSTEM	0.00
	ARVIN	10/03/2016		N	N	0.00
	CA 93203	10/03/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	10/03/2016	GITS PROJECT			400.00

Vendor Total: 400.00

Grand Total: 400.00

Less Credit Memos: 0.00

Net Total: 400.00

Less Hand Check Total: 0.00

Outstanding Invoice Total: 400.00

Total Invoices: 1

Edit List of Invoices - Detail
DEMAND REGISTER 10/05/2016

Date: 10/10/2016

Time: 3:01 pm

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City of Arvin

Ref. No.	Vendor Name Vendor Address City State/Province Zip/Postal Email Address	Post Date Pay. Date Disc. Date Due Date Inv. Date	PO Number Req. No. Disc. % Invoice No.	Bank Hold? Sep. Ck.? 1099?	Invoice Description Line 1 Invoice Description Line 2 Use Description 1 On Check Hand Check Number/Date	Gross Amount Taxes Withheld Discount Net Amount
42061 48-553	ADOBE PLAZA REFUND <Emailing Stub Disabled>	10/07/2016 10/07/2016 10/07/2016 10/07/2016 10/07/2016		BOFA N Y N	DEPOSIT REFUND VET'S HALL EVENT 09.24.16 N 0	310.00 0.00 0.00 310.00
			REIMBURSEMENT FOR DE			310.00
					Vendor Total:	310.00
42062 28-040	ADVANCED PLUMBING 4253 RENFRO RD. BAKERSFIELD CA 93314 <Emailing Stub Disabled>	09/28/2016 10/07/2016 09/28/2016 09/28/2016 09/28/2016		BOFA N N N	REPAIR PIPE-SMOTHERMON PAF N N 0	300.60 0.00 0.00 300.60
			202852			300.60
					Vendor Total:	300.60
42131 01-452	ALLSTATE P.O. BOX 650514 DALLAS TX 75265-0514 <Emailing Stub Disabled>	10/10/2016 10/10/2016 10/10/2016 10/10/2016 10/10/2016		BOFA N N N	POST TAX INS. 09.28.16 N N 0	350.73 0.00 0.00 350.73
			CASE#91936 POST TAX 09			350.73
					Vendor Total:	350.73
42063 01-520	AMERICAN BUSINESS MACHINES P.O BOX 2737 BAKERSFIELD CA 93303-2737 <Emailing Stub Disabled>	10/07/2016 10/07/2016 10/07/2016 10/07/2016 10/07/2016		BOFA N N N	CONTRACT RENEWAL #11089-03 SVC. 09.15.16-12.14.16 N 0	87.68 0.00 0.00 87.68
			293841			87.68
					Vendor Total:	87.68
42064 01-705	ARVIN COMM SERVICES DIST 309 CAMPUS DR. ARVIN CA 93203 <Emailing Stub Disabled>	10/07/2016 10/07/2016 10/07/2016 10/07/2016 10/07/2016		BOFA N N N	SVC. 08.24.16-09.22.16 N N 0	7,442.50 0.00 0.00 7,442.50
			CITY OF ARVIN 8.24.16-9.2			7,442.50
					Vendor Total:	7,442.50
42065 02-799	ARVIN LUMBER HARDWARE 416 BEAR MTN. BLVD. ARVIN CA 93203 <Emailing Stub Disabled>	10/04/2016 10/07/2016 10/04/2016 10/04/2016 10/04/2016		BOFA N N N	MAINTENANCE-SMOTHERMON P N N 0	18.14 0.00 0.00 18.14
			26200			18.14
					Vendor Total:	18.14
42066 02-799	ARVIN LUMBER HARDWARE 416 BEAR MTN. BLVD. ARVIN CA 93203 <Emailing Stub Disabled>	10/07/2016 10/07/2016 10/07/2016 10/07/2016 10/07/2016		BOFA N N N	PUBLIC SAFETY - 525 WALKER S N N 0	58.24 0.00 0.00 58.24
			26226			58.24
					Vendor Total:	58.24
42067 02-799	ARVIN LUMBER HARDWARE 416 BEAR MTN. BLVD. ARVIN CA 93203 <Emailing Stub Disabled>	10/05/2016 10/07/2016 10/05/2016 10/05/2016 10/05/2016		BOFA N N N	SPRINKLERS-PLANNING DEP.T N N 0	5.37 0.00 0.00 5.37
			26272			5.37
					Vendor Total:	5.37

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City of Arvin

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 1	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
42068	ARVIN LUMBER HARDWARE	10/06/2016	BOFA	BUILDING & GROUNDS REPAIR	53.63
02-799	416 BEAR MTN. BLVD.	10/07/2016	N		0.00
	ARVIN	10/06/2016	N	N	0.00
	CA 93203	10/06/2016	0.00	0	0.00
	<Emailing Stub Disabled>	10/06/2016	26317		53.63
Vendor Total:					135.38
42069	BLACKBURN OIL COMPANY LLC	10/07/2016	BOFA	FUEL USAGE REPORT SEPT. 201	5,804.19
02-480	PO BOX 177	10/07/2016	N		0.00
	ARVIN	10/07/2016	N	N	0.00
	CA 93203	10/17/2016	0.00	0	0.00
	<Emailing Stub Disabled>	10/07/2016	FUEL USAGE REPORT SEI		5,804.19
Vendor Total:					5,804.19
42070	BRIGHT HOUSE NETWORKS	10/07/2016	BOFA	SVC 10.01.16-10.31.16	274.29
02-581	P.O. BOX 7195	10/07/2016	N	A#0050640701-01	0.00
	PASADENA	10/07/2016	N	N	0.00
	CA 91109-7195	10/07/2016	0.00	0	0.00
	<Emailing Stub Disabled>	10/07/2016	064070101092716		274.29
Vendor Total:					274.29
42071	BROADLUX, INC	10/01/2016	BOFA	O&M SERVICES SVC. NOV. 2016	277.50
28-414	POST OFFICE BOX 7303	10/07/2016	N		0.00
	LAGUNA NIGUEL	10/01/2016	N	N	0.00
	CA 92607	10/01/2016	0.00	0	0.00
	<Emailing Stub Disabled>	10/01/2016	BR911732-21		277.50
Vendor Total:					277.50
42072	BROADLUX, INC	10/03/2016	BOFA	O&M SVCS. CARDS REPLACED	142.18
28-414	POST OFFICE BOX 7303	10/07/2016	N		0.00
	LAGUNA NIGUEL	10/03/2016	N	N	0.00
	CA 92607	10/03/2016	0.00	0	0.00
	<Emailing Stub Disabled>	10/03/2016	BR911732-22		142.18
Vendor Total:					142.18
42130	CALIFORNIA BUILDING STANDAR	10/10/2016	BOFA	QUATERLY REPORT 7/01-9/30/201	99.90
26-940	2525 NATOMAS PARK DR.	10/10/2016	N		0.00
	SACRAMENTO	10/10/2016	N	N	0.00
	CA 95833	10/10/2016	0.00	0	0.00
	<Emailing Stub Disabled>	10/10/2016	BSTD 3RD QUATER REPOI		99.90
Vendor Total:					99.90
42073	CEN-CAL CONSTRUCTION	10/07/2016	BOFA	2015 SIDEWALK IMPROVEMENT /	23,034.77
48-530	10112 REVERE BEACH DRIVE	10/07/2016	N	5370(027)	0.00
	BAKERSFIELD	10/07/2016	N	N	0.00
	CA 93314	10/07/2016	0.00	0	0.00
	<Emailing Stub Disabled>	10/07/2016	03		23,034.77
Vendor Total:					23,034.77

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Ref. No.	Vendor Name Vendor Address City State/Province Zip/Postal Email Address	Post Date Pay. Date Disc. Date Due Date Inv. Date	PONumber Req. No. Disc. % Invoice No.	Bank Hold? Sep. Ck.? 1099?	Invoice Description Line 1 Invoice Description Line 2 Use Description 1 On Check Hand Check Number/Date	Gross Amount Taxes Withheld Discount Net Amount
42090 28-390	ROSEMARIE CHAVEZ <Emailing Stub Disabled>	10/07/2016 10/07/2016 10/07/2016 10/07/2016 10/07/2016		BOFA N N N	DROPPED DOCUMENTS TO FEDE AND DEVE. REVIEW COMM. N 0	45.00 0.00 0.00
			0.00		TRAVEL EXP. 9.23.16-10.14	45.00
					Vendor Total:	45.00
42074 03-480	CLARK PEST CONTROL ACCOUNTING OFFICE BAKERSFIELD CA 93303 <Emailing Stub Disabled>	10/07/2016 10/07/2016 10/07/2016 10/07/2016 10/07/2016		BOFA N N N	PEST CONTROL-JAILSIDE SVC SEP. 2016 N 0	150.00 0.00 0.00
			0.00		A#00963793 09.30.16	150.00
					Vendor Total:	150.00
42075 03-480	CLARK PEST CONTROL ACCOUNTING OFFICE BAKERSFIELD CA 93303 <Emailing Stub Disabled>	10/07/2016 10/07/2016 10/07/2016 10/07/2016 10/07/2016		BOFA N N N	PEST CONTROL - PLANNING DEF SVC SEP. 2016 N 0	70.00 0.00 0.00
			0.00		A#01029035 9.30.16	70.00
					Vendor Total:	70.00
42076 03-480	CLARK PEST CONTROL ACCOUNTING OFFICE BAKERSFIELD CA 93303 <Emailing Stub Disabled>	10/07/2016 10/07/2016 10/07/2016 10/07/2016 10/07/2016		BOFA N N N	PEST CONTROL-TRANSIT DEPT. SVC SEP. 2016 N 0	70.00 0.00 0.00
			0.00		A#01070089 9.30.16	70.00
					Vendor Total:	290.00
42077 03-580	COMMUNICATION ENTERPRISES 2315 "Q" ST BAKERSFIELD CA 93301 <Emailing Stub Disabled>	10/03/2016 10/07/2016 10/03/2016 10/03/2016 10/03/2016		BOFA N N N	LTR 450 PAMPA-TRANSIT N 0	135.00 0.00 0.00
			0.00		1088926	135.00
					Vendor Total:	135.00
42078 03-580	COMMUNICATION ENTERPRISES 2315 "Q" ST BAKERSFIELD CA 93301 <Emailing Stub Disabled>	09/23/2016 10/07/2016 09/23/2016 09/23/2016 09/23/2016		BOFA N N N	MAINTENANCE #203 -TRANSIT N 0	250.00 0.00 0.00
			0.00			250.00
					Vendor Total:	385.00
42079 03-586	COPWARE 3355 COCHRAN STREET STE. 205 SIMI VALLEY CA 93063 <Emailing Stub Disabled>	10/01/2016 10/07/2016 10/01/2016 10/01/2016 10/01/2016		BOFA N N N	CALIFORNIA PEACE OFFICERS LEGAL SOURCEBOOK,& CODES N 0	615.00 0.00 0.00
			0.00		83504	615.00
					Vendor Total:	615.00
42129 04-255	DEPARTMENT OF CONSERVATIO 801 K ST. SACRAMENTO CA 95814-3531 <Emailing Stub Disabled>	10/10/2016 10/10/2016 10/10/2016 10/10/2016 10/10/2016		BOFA N N N	QUATERLY SMIP REPORT JULY-SEP. 2016 N 0	424.41 0.00 0.00
			0.00		QUATERLY REPORT 07/01-	424.41
					Vendor Total:	424.41

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Ref. No.	Vendor Name Vendor Address City State/Province Zip/Postal Email Address	Post Date Pay. Date Disc. Date Due Date Inv. Date	PONumber Req. No. Disc. % Invoice No.	Bank Hold? Sep. Ck.? 1099?	Invoice Description Line 1 Invoice Description Line 2 Use Description 1 On Check Hand Check Number/Date	Gross Amount Taxes Withheld Discount Net Amount
42080 28-434	DIAMOND IT PREPAID USE 871 SWIGERT COURT BAKERSFIELD CA 93311 <Emailing Stub Disabled>	28-397 09/30/2016 10/07/2016 09/30/2016 09/30/2016		PREP N N N	PREPAID IT SERVICES PREPAID ACCT. N 0	0.00 0.00 0.00 0.00
Vendor Total:						0.00
42081 28-397	DIAMOND TECHNOLOGIES, INC P.O BOX 9007 BAKERSFIELD CA 93389-9007 <Emailing Stub Disabled>	09/30/2016 10/07/2016 09/30/2016 09/30/2016 09/30/2016		BOFA N N N	OFFICE 365 SUBSCRIPTION N 0	220.00 0.00 0.00 220.00
Vendor Total:						220.00
42092 28-375	FRESNO POLICE DEPARTMENT 6375 W. CENTRAL AVE FRESNO CA 93706 <Emailing Stub Disabled>	10/07/2016 10/07/2016 10/07/2016 10/07/2016 10/07/2016		BOFA N N N	OFFICER HUGGETT, JOSEPH PERISHABLE SKILLS 10/18-10/20 N 0	341.00 0.00 0.00 341.00
Vendor Total:						341.00
42082 07-250	GENERAL OFFICE P.O BOX 2486 BAKERSFIELD CA 93303 <Emailing Stub Disabled>	10/03/2016 10/07/2016 10/03/2016 10/03/2016 10/03/2016		BOFA N N N	METER READING SVC. SEP. 2016 N 0	306.51 0.00 0.00 306.51
Vendor Total:						306.51
42083 07-592	GOLDEN EMPIRE FLEET SERVICE P.O. BOX 2192 BAKERSFIELD CA 93303-2192 <Emailing Stub Disabled>	10/03/2016 10/07/2016 10/03/2016 10/03/2016 10/03/2016		BOFA N N N	MAINTENANCE FLEET#2016 STO N 0	119.00 0.00 0.00 119.00
42084 07-592	GOLDEN EMPIRE FLEET SERVICE P.O. BOX 2192 BAKERSFIELD CA 93303-2192 <Emailing Stub Disabled>	10/03/2016 10/07/2016 10/03/2016 10/03/2016 10/03/2016		BOFA N N N	MAINTENANCE FLEET#209 N 0	519.19 0.00 0.00 519.19
42085 07-592	GOLDEN EMPIRE FLEET SERVICE P.O. BOX 2192 BAKERSFIELD CA 93303-2192 <Emailing Stub Disabled>	10/03/2016 10/07/2016 10/03/2016 10/03/2016 10/03/2016		BOFA N N N	MAINTENANCE FLEET#100 N 0	450.00 0.00 0.00 450.00
42086 07-592	GOLDEN EMPIRE FLEET SERVICE P.O. BOX 2192 BAKERSFIELD CA 93303-2192 <Emailing Stub Disabled>	10/03/2016 10/07/2016 10/03/2016 10/03/2016 10/03/2016		BOFA N N N	MAINTENANCE FLEET#207 N 0	1,035.22 0.00 0.00 1,035.22
Vendor Total:						2,123.41

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DEMAND REGISTER 10/05/2016

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City of Arvin

Ref. No.	Vendor Name Vendor Address City	Post Date Pay. Date Disc. Date	PONumber Req. No.	Bank Hold? Sep. Ck.?	Invoice Description Line 1 Invoice Description Line 2 Use Description 1 On Check	Gross Amount Taxes Withheld Discount Net Amount
Vendor No.	State/Province Zip/Postal Email Address	Due Date Inv. Date	Disc. % Invoice No.	1099?	Hand Check Number/Date	
42087 28-197	JORGE GONZALEZ <Emailing Stub Disabled>	10/07/2016 10/07/2016 10/07/2016 10/07/2016	0.00	BOFA N N N	CASE#AP15-0927 TRAVEL EXPENSE N 0	237.00 0.00 0.00 237.00
					TRAVEL EXP. -HOMICIDE C	237.00
					Vendor Total:	237.00
42088 07-710	GRAINGER DEPT 054 - 800594814 PALATINE IL 60038-0001 <Emailing Stub Disabled>	09/28/2016 10/07/2016 09/28/2016 09/28/2016 09/28/2016	0.00	BOFA N N N	SHOP SUPPLIES N N 0	364.20 0.00 0.00 364.20
					9238455878	364.20
					Vendor Total:	364.20
42089 27-074	HAAKER EQUIPMENT COMPANY 2070 N. WHITELANE AVE. LA VERNE CA 91750 <Emailing Stub Disabled>	10/07/2016 10/07/2016 10/07/2016 10/07/2016 10/07/2016	0.00	BOFA N N N	EL CROSSWIND J3292D -BRM SE N N 0	607.60 0.00 0.00 607.60
						607.60
					Vendor Total:	607.60
42091 27-038	JOSEPH HUGGETT <Emailing Stub Disabled>	10/07/2016 10/07/2016 10/07/2016 10/07/2016	0.00	BOFA N N N	PERSHISHABLE SKILLS TRAINING OCT. 18-20 N 0	102.00 0.00 0.00 102.00
					POST COURSE 10/18/16-10	102.00
					Vendor Total:	102.00
42093 10-026	JUDICIAL DATA SYSTEMS CORP. 3303 HARBOR BLVD. COSTA MESA, CA 92626 <Emailing Stub Disabled>	08/12/2016 10/07/2016 08/12/2016 08/12/2016 08/12/2016	0.00	BOFA N N N	PARKING CITATIONS AUG. 2016 N N 0	100.00 0.00 0.00 100.00
					6197	100.00
					Vendor Total:	100.00
42094 11-161	KERN COUNTY AUDITORS OFFIC 1115 TRUXTUN AVENUE BAKERSFIELD CA 93301 <Emailing Stub Disabled>	10/07/2016 10/07/2016 10/07/2016 10/07/2016 10/07/2016	0.00	BOFA N N N	PARKING CITATIONS AUG. 2016 N N 0	88.00 0.00 0.00 88.00
					PARKING CITATIONS AUG.	88.00
					Vendor Total:	88.00
42095 11-260	KERN ECONOMIC DEVELOPMEN 2700 "M" ST, STE 200 BAKERSFIELD CA 93302 <Emailing Stub Disabled>	09/30/2016 10/07/2016 09/30/2016 09/30/2016 09/30/2016	0.00	BOFA N N N	2016 ENERGY SUMMIT TICKETS N N 0	500.00 0.00 0.00 500.00
					6944	500.00
					Vendor Total:	500.00

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Vendor No.	Vendor Address	Pay. Date		Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Sep. Ck. ?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	1099?	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.			
42096 28-442	KERN TODAY 2708 BRUNDAGE LANE BAKERSFIELD CA 93304 <Emailing Stub Disabled>	10/05/2016 10/07/2016 10/05/2016 10/05/2016		BOFA N N Y	94 CUSTOM BANNERS N 0	3,006.24 0.00 0.00 3,006.24
			1098			
					Vendor Total:	3,006.24
42132 28-177	LEE'S PRINTING CENTER 4100 EASTON DRIVE STE#12 BAKERSFIELD CA 93309 <Emailing Stub Disabled>	10/10/2016 10/10/2016 10/10/2016 10/10/2016		BOFA N N N	BUS CARDS- COMM. DEV. DIR. & COMM. DEV. CLERK N 0	106.43 0.00 0.00 106.43
			113344			
					Vendor Total:	106.43
42123 28-388	MARY VALENTI, PH.D 1522 18TH STREET, SUITE 300 BAKERSFIELD CA 93301 <Emailing Stub Disabled>	09/23/2016 10/10/2016 09/23/2016 09/23/2016		BOFA N N Y	PSYCHOLOGICAL SCREENING P DEPT. SVC. 9.23.16 N 0	400.00 0.00 0.00 400.00
			SVC. 9.23.16			
					Vendor Total:	400.00
42097 28-408	CARINA R MOTLEY 12844 SYCAMORE RD ARVIN CA 93203 <Emailing Stub Disabled>	10/07/2016 10/07/2016 10/07/2016 10/07/2016		BOFA N N N	FUEL USAGE-TRAVEL EXP. N 0	54.95 0.00 0.00 54.95
			TRAVEL EXPENSE 9.18.16-			
					Vendor Total:	54.95
42098 13-585	MOUNTAINSIDE DISPOSAL 8665 SO. UNION AVE BAKERSFIELD CA 93307 <Emailing Stub Disabled>	09/30/2016 10/07/2016 09/30/2016 09/30/2016		BOFA N N N	LANDFILL FEES N 0	162.12 0.00 0.00 162.12
			438619			
					Vendor Total:	162.12
42099 14-602	NORTH BAKERSFIELD TOYOTA S 19651 INDUSTRY PARKWAY DR BAKERSFIELD CA 93308 <Emailing Stub Disabled>	09/21/2016 10/07/2016 09/21/2016 09/21/2016		BOFA N N N	MAINTENANCE FLEET#261 N 0	93.27 0.00 0.00 93.27
			T2CS271769			
					Vendor Total:	93.27
42100 14-602	NORTH BAKERSFIELD TOYOTA S 19651 INDUSTRY PARKWAY DR BAKERSFIELD CA 93308 <Emailing Stub Disabled>	08/17/2016 10/07/2016 08/17/2016 08/17/2016		BOFA N N N	MAINTENANCE FLEET#263 N 0	217.12 0.00 0.00 217.12
			T2SC262826			
					Vendor Total:	310.39

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Ref. No.	Vendor Name Vendor Address City	Post Date Pay. Date Disc. Date	PONumber Req. No.	Bank Hold? Sep. Ck.?	Invoice Description Line 1 Invoice Description Line 2 Use Description 1 On Check	Gross Amount Taxes Withheld
Vendor No.	State/Province Zip/Postal Email Address	Due Date Inv. Date	Disc. % Invoice No.	1099?	Hand Check Number/Date	Discount Net Amount
42101 28-368	ALFONSO NOYOLA 11709 LA MIRAGO PLACE LAS VEGAS NV 89138 <Emailing Stub Disabled>	10/07/2016 10/07/2016 10/07/2016 10/07/2016		BOFA N N N	TRAVEL EXP. -CONFERENCE N 0	420.00 0.00 0.00 420.00
			CONF. 09/23/16-09/28/16			420.00
					Vendor Total:	420.00
42102 16-004	PG & E BOX 997300 SACRAMENTO CA 95899-7300 <Emailing Stub Disabled>	09/30/2016 10/07/2016 09/30/2016 09/30/2016 09/30/2016		BOFA N N N	SVC. 09/01/16-09/30/16 N 0	324.18 0.00 0.00 324.18
			A#8440977428-2	9.30.16		324.18
					Vendor Total:	324.18
42103 17-830	QUAD KNOPF, INC P.O. BOX 3699 VISALIA CA 93278 <Emailing Stub Disabled>	09/27/2016 10/07/2016 09/27/2016 09/27/2016 09/27/2016		BOFA N N N	SENIOR CENTER ROOFING TO#1 N 0	1,978.38 0.00 0.00 1,978.38
			86028			1,978.38
42104 17-830	QUAD KNOPF, INC P.O. BOX 3699 VISALIA CA 93278 <Emailing Stub Disabled>	09/28/2016 10/07/2016 09/28/2016 09/28/2016 09/28/2016		BOFA N N N	BEAR MTN. BLVD TO#1502 ROW ACQUISITION TO#1622 N 0	12,814.98 0.00 0.00 12,814.98
			86029			12,814.98
42105 17-830	QUAD KNOPF, INC P.O. BOX 3699 VISALIA CA 93278 <Emailing Stub Disabled>	10/07/2016 10/07/2016 10/07/2016 10/07/2016 10/07/2016		BOFA N N N	DIGIORGIO ACTION PARK N 0	21,138.84 0.00 0.00 21,138.84
			0.00			21,138.84
42106 17-830	QUAD KNOPF, INC P.O. BOX 3699 VISALIA CA 93278 <Emailing Stub Disabled>	09/28/2016 10/07/2016 09/28/2016 09/28/2016 09/28/2016		BOFA N N N	GITS TO#1506 N 0	7,787.31 0.00 0.00 7,787.31
			86033			7,787.31
					Vendor Total:	43,719.51
42107 18-260	REED PRINT P.O. BOX 1600 SHAFTER CA 93263-1507 <Emailing Stub Disabled>	09/28/2016 10/07/2016 09/28/2016 09/28/2016 09/28/2016		BOFA N N N	NOTICES OF ADOPTION #434&43 N 0	216.00 0.00 0.00 216.00
			783			216.00
					Vendor Total:	216.00
42108 19-086	SC COMMUNICATIONS, INC 5303 WOODMERE DR. BAKERSFIELD CA 93313 <Emailing Stub Disabled>	07/28/2016 10/07/2016 07/28/2016 07/28/2016 07/28/2016		BOFA N N N	COMMUNICATION SUPPLIES - PD N 0	513.31 0.00 0.00 513.31
			5173			513.31
					Vendor Total:	513.31

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Ref. No.	Vendor Name	Post Date	PONumber	Bank	Invoice Description Line 1	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Req. No.	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Disc. %	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Invoice No.	1099?	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date				
42109	SO. CAL. GAS CO.	09/28/2016		BOFA	SVC 08.25.16-09.26.16	32.96
19-597	P.O. BOX "C"	10/07/2016		N		0.00
	MONTEREY PARK	09/28/2016		N	N	0.00
	CA 91756	09/28/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/28/2016	A#10051841004	9.28.16		32.96
42110	SO. CAL. GAS CO.	09/28/2016		BOFA	SVC 08.25.16-09.26.16	20.08
19-597	P.O. BOX "C"	10/07/2016		N		0.00
	MONTEREY PARK	09/28/2016		N	N	0.00
	CA 91756	09/28/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/28/2016	A#08571665762	09.28.16		20.08
42111	SO. CAL. GAS CO.	09/28/2016		BOFA	SVC 08.25.16-09.26.16	25.44
19-597	P.O. BOX "C"	10/07/2016		N		0.00
	MONTEREY PARK	09/28/2016		N	N	0.00
	CA 91756	09/28/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/28/2016	A#05631667143	09.28.16		25.44
42112	SO. CAL. GAS CO.	09/28/2016		BOFA	SVC 08.25.16-09.26.16	39.40
19-597	P.O. BOX "C"	10/07/2016		N		0.00
	MONTEREY PARK	09/28/2016		N	N	0.00
	CA 91756	09/28/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/28/2016	A#05631670006	09.28.16		39.40
42113	SO. CAL. GAS CO.	09/28/2016		BOFA	SVC 08.25.16-09.26.16	23.31
19-597	P.O. BOX "C"	10/07/2016		N		0.00
	MONTEREY PARK	09/28/2016		N	N	0.00
	CA 91756	09/28/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/28/2016	A#07111833724	09.28.16		23.31
42114	SO. CAL. GAS CO.	09/28/2016		BOFA	SVC 08.25.16-09.26.16	38.34
19-597	P.O. BOX "C"	10/07/2016		N		0.00
	MONTEREY PARK	09/28/2016		N	N	0.00
	CA 91756	09/28/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/28/2016	A#10271662008	09.28.16		38.34
Vendor Total:						179.53
42115	SPARKLE TEXTILE RENTAL SERV	10/10/2016		BOFA	UNIFORM SVC. SEPTEMBER 2016	1,499.63
19-629	121 MONTEREY STREET	10/10/2016		N		0.00
	BAKERSFIELD	10/10/2016		N	N	0.00
	CA 93305	10/10/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	10/10/2016	UNIFORM SVCS. SEPTEME			1,499.63
Vendor Total:						1,499.63
42116	SPARKLETTS	10/10/2016		BOFA	SVCS. SEPTEMBER 2016	492.69
04-046	PO BOX 660579	10/10/2016		N		0.00
	DALLAS	10/10/2016		N	N	0.00
	TX 75266-0579	10/10/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	10/10/2016	4361964	100116		492.69
Vendor Total:						492.69

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Vendor No.	Vendor Address	Pay. Date	Req. No.	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Disc. %	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Invoice No.	1099?	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date				
42117 19-812	STAPLES BUSINESS ADVANTAGE DEPT. LA 1368 CHICAGO IL 60696-3689 <Emailing Stub Disabled>	10/01/2016 10/10/2016 10/01/2016 10/01/2016 10/01/2016		BOFA N N N	OFFICE SUPPLIES - BUILDING DE N N 0	82.84 0.00 0.00 <u>82.84</u>
42118 19-812	STAPLES BUSINESS ADVANTAGE DEPT. LA 1368 CHICAGO IL 60696-3689 <Emailing Stub Disabled>	09/24/2016 10/10/2016 09/24/2016 09/24/2016 09/24/2016		BOFA N N N	OFFICE SUPPLIES - BUILDING DE N N 0	20.92 0.00 0.00 <u>20.92</u>
42119 19-812	STAPLES BUSINESS ADVANTAGE DEPT. LA 1368 CHICAGO IL 60696-3689 <Emailing Stub Disabled>	09/24/2016 10/10/2016 09/24/2016 09/24/2016 09/24/2016		BOFA N N N	OFFICE SUPPLIES- CITY HALL N N 0	179.53 0.00 0.00 <u>179.53</u>
Vendor Total:						283.29
42128 19-820	STATE BOARD OF EQUALIZATION FUEL TAX DIVISION SACRAMENTO CA 94279-6157 <Emailing Stub Disabled>	10/10/2016 10/10/2016 10/10/2016 10/10/2016 10/10/2016		BOFA N N N	FUEL TAX JULY - SEPTEMBER 20 N N 0	693.86 0.00 0.00 <u>693.86</u>
Vendor Total:						693.86
42120 20-278	TEL-TEC SECURITY SYSTEMS 5020 LISA MARIE COURT BAKERSFIELD CA 93313 <Emailing Stub Disabled>	10/01/2016 10/10/2016 10/01/2016 10/01/2016 10/01/2016		BOFA N N N	ADOBE COMPLEX-FIRE COMMERCIAL MONITORING. SVC. OCT. 2016 N N 0	28.00 0.00 0.00 <u>28.00</u>
Vendor Total:						28.00
42121 28-415	TRAFFIC MANAGEMENT, INC 2435 LEMON AVE SIGNAL HILL CA 90755 <Emailing Stub Disabled>	09/22/2016 10/10/2016 09/22/2016 09/22/2016 09/22/2016		BOFA N N N	STRIPING/PAVING MATERIALS N N 0	307.45 0.00 0.00 <u>307.45</u>
Vendor Total:						307.45
42122 48-545	TRINITY SAFETY COMPANY-TSC 7501 MEANY AVE BAKERSFIELD CA 93308 <Emailing Stub Disabled>	10/03/2016 10/10/2016 10/03/2016 10/03/2016 10/03/2016		BOFA N N N	SAFETY GLASSES N N 0	95.46 0.00 0.00 <u>95.46</u>
Vendor Total:						95.46
42126 22-290	VERIZON WIRELESS 609123961-110 P.O. BOX 660108 DALLAS TX 75266-0109 <Emailing Stub Disabled>	10/10/2016 10/10/2016 10/10/2016 10/10/2016 10/10/2016		BOFA N N N	A#609123961-0001 CELL PHONES SVC. 08.26.16-09.25.16 N N 0	417.40 0.00 0.00 <u>417.40</u>
Vendor Total:						417.40

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Ref. No.	Vendor Name	Post Date	PONumber	Bank	Invoice Description Line 1	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Req. No.	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Disc. %	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Invoice No.	1099?	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date				
42127	VERIZON WIRELESS 609123961-109/25/2016	10/10/2016		BOFA	A#609123961-00003 AIR CARDS	646.17
22-290	P.O. BOX 660108	10/10/2016		N	08.26.16-09.25.16	0.00
	DALLAS	09/25/2016		N	N	0.00
	TX 75266-0109	09/25/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/25/2016	9772658882			646.17
					Vendor Total:	1,063.57
42124	VERIZON WIRELESS 609123961-409/25/2016	10/10/2016		BOFA	A#609123961-0004 WIRELESS SV	304.08
28-221	PO BOX 660108	10/10/2016		N	08.29.16-09.28.16	0.00
	DALLAS	09/25/2016		N	N	0.00
	TX 75266-0108	09/25/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/25/2016	9772658883			304.08
					Vendor Total:	304.08
42125	VERIZON WIRELESS A#64202330 10/10/2016	10/10/2016		BOFA	A#642023305-00001 WIRELESS S'	120.18
28-292	PO BOX 660108	10/10/2016		N	08.29.16-09.28.16	0.00
	DALLAS	10/10/2016		N	N	0.00
	TX 75266-0108	10/10/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	10/10/2016	9772797483			120.18
					Vendor Total:	120.18
					Grand Total:	99,309.72
					Less Credit Memos:	0.00
					Net Total:	99,309.72
					Less Hand Check Total:	0.00
					Outstanding Invoice Total:	99,309.72

Total Invoices: 72

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Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
	BANK OF AMERICA - CC	09/25/2016	BAACH	CREDIT CARD TRANSACTIONS	
	PO BOX 15731	10/11/2016	N	SVC. 8/26-9/25/16	53,784.66 H
42133	WILMINGTON	09/25/2016	N	N	0.00
48-500	DE 19886-5731	09/25/2016	0.00	20231516 10/11/2016	0.00
	<Emailing Stub Disabled>	09/25/2016		CC TRANSACTIONS 9/25/1	53,784.66

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5058	TRAVEL & CONFERENCES	TAXI SVC. - ICS CONFERENCE	13.10	0.00
100-001-5058	TRAVEL & CONFERENCES	HILTON-HOTEL STAY - ICSC CONF.	545.25	0.00
100-001-5058	TRAVEL & CONFERENCES	HILTON-HOTEL STAY - ICSC CONF.	479.25	0.00
100-001-5058	TRAVEL & CONFERENCES	HILTON-HOTEL STAY - ICSC CONF.	479.25	0.00
100-001-5058	TRAVEL & CONFERENCES	MCCARRAN AIRPT PAKING-ICSC CON	37.00	0.00
100-001-5058	TRAVEL & CONFERENCES	TAXI SVC. - ICS CONFERENCE	8.00	0.00
100-001-5021	TRAINING	HERTZ-CAR RENTAL-TRAINING	211.14	0.00
100-001-5021	TRAINING	PARADOX-HOTEL STAY-TRAINING	252.08	0.00
100-001-5021	TRAINING	PARADOX-HOTEL STAY-TRAINING	252.08	0.00
100-001-5021	TRAINING	PARADOX-HOTEL STAY-TRAINING	252.08	0.00
100-001-5046	COMMUNITY EXPENSE	LUNCH W/MCFARLAND STAFF-GROWTH	39.02	0.00
100-011-5016	OFFICE SUPPLIES	OFFICE DEPOT-SETUP NETWORK CC	64.48	0.00
100-001-5062	DUES AND SUBSCRIPTIONS	AMAZON-PRIME MEMBERSHIP	107.42	0.00
100-001-5100	IT SYSTEMS SUPPORT	GODADDY-SYSTEM UPGRADE	167.97	0.00
100-001-5077	OUTSIDE SERVICES	FENCE SPECIALIST-COA FENCE	45,435.98	0.00
100-001-5008	MAINTENANCE - OTHER	TRUEVALUE-THERMOSTAT CITY HALL	21.68	0.00
100-003-5034	PROFESSIONAL SERVICES	HALL LETTERSHOP-VETCLINIC AD.	820.00	0.00
100-001-5034	PROFESSIONAL SERVICES	STELLARCTIVE-WEBHOSTING COA	49.00	0.00
100-001-5026	POSTAGE	USPS-RDA CONTRACT ATTORNEYS	9.35	0.00
100-007-5062	DUES AND SUBSCRIPTIONS	CALBO-BUILDING DEPT. DUES	215.00	0.00
100-001-5046	COMMUNITY EXPENSE	LOWE'S-PLANTS FOR CITY	107.44	0.00
100-001-5046	COMMUNITY EXPENSE	SANANTONIO NURSERY-PLANTS COA	68.80	0.00
100-014-5046	COMMUNITY EXPENSE	CHEPE'S-Luncheon Interview Pan	70.75	0.00
100-014-5021	TRAINING	QUALITY STE-OFFICER TRAINING	508.60	0.00
100-014-5062	DUES AND SUBSCRIPTIONS	CLETS-SUBSCRIPTION PD.	75.00	0.00
100-014-5021	TRAINING	LAKE TAHOE-HOTEL STAY PD	375.00	0.00
100-014-5021	TRAINING	HOLIDAY INN-HOTEL STAY PD	155.50	0.00
100-014-5046	COMMUNITY EXPENSE	EL JACALITO-Lunch EvidencAudit	80.63	0.00
100-014-5021	TRAINING	LA QUINTA-HOTEL STAY POLICE	433.58	0.00
100-014-5021	TRAINING	LA QUINTA-HOTEL STAY POLICE	433.58	0.00
100-014-5021	TRAINING	DOUBLE TREE-HOTEL STAY DISPATC	741.80	0.00
100-014-5021	TRAINING	LA QUINTA-HOTEL STAY POLICE	422.22	0.00
100-014-5021	TRAINING	LA QUINTA-HOTEL STAY POLICE	192.24	0.00
100-014-5021	TRAINING	AYRES-HOTEL STAY-POLICE	513.95	0.00
100-001-5021	TRAINING	EXTENDEDSTAY-DISPUTED AMOUNT	146.44	0.00
Distribution Total			53,784.66	0.00

Vendor Total: 53,784.66

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CREDIT CARD TRANSACTION 9.25.1

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Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		

Grand Total: 53,784.66

Less Credit Memos: 0.00

Net Total: 53,784.66

Less Hand Check Total: 53,784.66

Outstanding Invoice Total: 0.00

Total Invoices: 1

Recap by Fund

Fund #	Fund Name	Amount To Pay	Amount To Relieve
100	GENERAL FUND	53,784.66	0.00
Grand Total:		53,784.66	0.00

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City of Arvin

Ref. No.	Vendor Name Vendor Address City	Post Date Pay. Date Disc. Date	PONumber Req. No.	Bank Hold? Sep. Ck.?	Invoice Description Line 1 Invoice Description Line 2 Use Description 1 On Check	Gross Amount Taxes Withheld Discount Net Amount
Vendor No.	State/Province Zip/Postal Email Address	Due Date Inv. Date	Disc. % Invoice No.	1099?	Hand Check Number/Date	
42134 01-405	AIRGAS WEST P.O. BOX 93500 LONG BEACH CA 90809-3500 <Emailing Stub Disabled>	09/30/2016 10/11/2016 09/30/2016 09/30/2016		BOFA N N N	RENTAL CYL. IND. LARGE OXYGE 09.30.16 N 0	34.40 0.00 0.00 <u>34.40</u>
			9939740520			
					Vendor Total:	34.40
42156 02-799	ARVIN LUMBER HARDWARE 416 BEAR MTN. BLVD. ARVIN CA 93203 <Emailing Stub Disabled>	10/11/2016 10/11/2016 10/11/2016 10/11/2016		BOFA N N N	SHOP SUPPLIES-PUBLIC WORKS N 0	13.01 0.00 0.00 <u>13.01</u>
			26488			
					Vendor Total:	13.01
42136 01-803	AT&T MOBILITY PO BOX 6463 CAROL STREAM IL 60197-6463 <Emailing Stub Disabled>	10/11/2016 10/11/2016 10/11/2016 10/11/2016		BOFA N N N	PUBLIC WORKS CELL PHONES SVC. 08.23.16-09.22.16 N 0	181.62 0.00 0.00 <u>181.62</u>
			287251442687X09282016			
					Vendor Total:	181.62
42135 26-909	AT&T P.O. BOX 9011 CAROL STREAM IL 60197 <Emailing Stub Disabled>	10/01/2016 10/11/2016 10/01/2016 10/01/2016		BOFA N N N	CALNET 3 A#9391059040 MIS CIRCUIT SVC. SEP. 2016 N 0	1,751.95 0.00 0.00 <u>1,751.95</u>
			8739773			
					Vendor Total:	1,751.95
42157 03-580	COMMUNICATION ENTERPRISES 2315 "Q" ST BAKERSFIELD CA 93301 <Emailing Stub Disabled>	10/03/2016 10/11/2016 10/03/2016 10/03/2016		BOFA N N N	LTR 450 PAMPA DISPATCH- PW'S N 0	120.00 0.00 0.00 <u>120.00</u>
			1088927			
					Vendor Total:	120.00
42147 28-434	DIAMOND IT PREPAID USE 28-397 871 SWIGERT COURT BAKERSFIELD CA 93311 <Emailing Stub Disabled>	10/13/2016 10/11/2016 10/13/2016 10/13/2016		BOFA N N N	PREPAID IT SERVICES N 0	50,000.00 0.00 0.00 <u>50,000.00</u>
			17880			
					Vendor Total:	50,000.00
42158 07-710	GRAINGER DEPT 054 - 800594814 PALATINE IL 60038-0001 <Emailing Stub Disabled>	09/29/2016 10/11/2016 09/29/2016 09/29/2016		BOFA N N N	LAMPS-CITY HALL N 0	358.82 0.00 0.00 <u>358.82</u>
			9239687453			
					Vendor Total:	358.82

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DEMAND LIST 10.10.16

Date: 10/13/2016

Time: 10:26 am

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City of Arvin

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 1	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
42144	JTS CONSTRUCTION	10/07/2016	BOFA	ARVIN SENIOR CENTER	47,658.65
48-541	PO BOX 41765	10/11/2016	N	IMPROVEMENTS	0.00
	BAKERSFIELD	10/07/2016	N	N	0.00
	CA 93384-1765	10/07/2016	0.00	0	0.00
	<Emailing Stub Disabled>	10/07/2016	3		47,658.65
Vendor Total:					47,658.65
42137	JTS TRUCKING REPAIR	10/10/2016	BOFA	MAINTENANCE FLEET#211	112.79
48-540	PO BOX 40970	10/11/2016	N		0.00
	BAKERSFIELD	10/10/2016	N	N	0.00
	CA 93384	10/10/2016	0.00	Y 0	0.00
	<Emailing Stub Disabled>	10/10/2016	188113		112.79
Vendor Total:					112.79
42145	KAISER PERMANENTE	10/13/2016	BOFA	MEDICAL INSURANCE SEPT. 2016	17,019.16
28-063	FILE 5915	10/11/2016	N		0.00
	LOS ANGELES	10/13/2016	N	N	0.00
	CA 90074-5915	10/13/2016	0.00	N 0	0.00
	<Emailing Stub Disabled>	10/13/2016	CUST ID#000300785-0000 1		17,019.16
Vendor Total:					17,019.16
42159	O'LEARY'S OFFICE PRODUCTS	10/10/2016	BOFA	OFFICE SUPPLIES-CITY HALL	1,760.96
15-495	4550 EASTON DR.	10/11/2016	N		0.00
	BAKERSFIELD	10/10/2016	N	N	0.00
	CA 93309	10/10/2016	0.00	N 0	0.00
	<Emailing Stub Disabled>	10/10/2016	10018-0		1,760.96
Vendor Total:					1,760.96
42154	PACIFIC TIRE #18	10/07/2016	BOFA	TIRE REPAIR-BIG TRAILER	12.17
16-075	190 C. STREET	10/11/2016	N		0.00
	ARVIN	10/07/2016	N	N	0.00
	CA 93203	10/07/2016	0.00	Y 0	0.00
	<Emailing Stub Disabled>	10/07/2016	16315		12.17
Vendor Total:					12.17
42155	PACIFIC TIRE #18	10/07/2016	BOFA	TIRE REPAIR-FLEET #304	12.17
16-075	190 C. STREET	10/11/2016	N		0.00
	ARVIN	10/07/2016	N	N	0.00
	CA 93203	10/07/2016	0.00	Y 0	0.00
	<Emailing Stub Disabled>	10/07/2016	16312		12.17
Vendor Total:					24.34
42148	PG & E	10/06/2016	BOFA	SVC. 9.13.16-10.05.16	8.23
16-004	BOX 997300	10/11/2016	N		0.00
	SACRAMENTO	10/06/2016	N	N	0.00
	CA 95899-7300	10/06/2016	0.00	N 0	0.00
	<Emailing Stub Disabled>	10/06/2016	A#2059220186-5		8.23
Vendor Total:					8.23

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City of Arvin

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 1	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
42149	PRINTING SYSTEMS	09/20/2016	BOFA	ENVELOPES #10 -CITY HALL	103.28
16-720	12005 BEECH DALY	10/11/2016	N		0.00
	TAYLOR	09/20/2016	N	N	0.00
	MI 48180	09/20/2016	0.00	N	0
	<Emailing Stub Disabled>	09/20/2016	97607		103.28
42150	PRINTING SYSTEMS	09/27/2016	BOFA	BUSINESS LICENSE - CITY HALL	129.68
16-720	12005 BEECH DALY	10/11/2016	N		0.00
	TAYLOR	09/27/2016	N	N	0.00
	MI 48180	09/27/2016	0.00	N	0
	<Emailing Stub Disabled>	09/27/2016	97773		129.68
42151	PRINTING SYSTEMS	09/28/2016	BOFA	ENVELOPES-BL CUSTOM-CITY H.	141.59
16-720	12005 BEECH DALY	10/11/2016	N		0.00
	TAYLOR	09/28/2016	N	N	0.00
	MI 48180	09/28/2016	0.00	N	0
	<Emailing Stub Disabled>	09/28/2016	97775		141.59
				Vendor Total:	374.55
42138	REGIONAL GOVERNMENT SERVI	10/10/2016	BOFA	CONTRACT SVC. AUG. 2016	1,705.84
48-524	PO BOX 1350	10/11/2016	N		0.00
	CARMEL VALLEY	10/10/2016	N	N	0.00
	CA 93924	10/10/2016	0.00	N	0
	<Emailing Stub Disabled>	10/10/2016	6312		1,705.84
				Vendor Total:	1,705.84
42146	LORENA RODRIGUEZ	10/13/2016	BOFA	DEPOSIT REIMBURSEMENT 6.11.	100.00
18-514		10/11/2016	N	STE. Y EVENT	0.00
		10/13/2016	N	N	0.00
		10/13/2016	0.00	N	0
	<Emailing Stub Disabled>	10/13/2016	RECEIPT#26585 REIMBUR.		100.00
				Vendor Total:	100.00
42139	SINTRA GROUP	09/29/2016	BOFA	EMPLOYEE BACKGROUND	2,898.75
48-453	6085 KING DRIVE, SUITE 103	10/11/2016	N	INVESTIGATION	0.00
	VENTURA	09/29/2016	N	N	0.00
	CA 93003	09/29/2016	0.00	N	0
	<Emailing Stub Disabled>	09/29/2016	2016247		2,898.75
				Vendor Total:	2,898.75
42140	SO. CAL. GAS CO.	10/11/2016	BOFA	NATURAL GAS VEHICLE FUEL	13.00
19-597	P.O. BOX "C"	10/11/2016	N	SVC. 09.01.16-10.01.16	0.00
	MONTEREY PARK	10/11/2016	N	N	0.00
	CA 91756	10/11/2016	0.00	N	0
	<Emailing Stub Disabled>	10/11/2016	ACCT#085-832-2970-6 09.2		13.00
				Vendor Total:	13.00
42141	STAPLES BUSINESS ADVANTAGE	10/01/2016	BOFA	OFFICE SUPPLIES-POLICE DEPT	1,009.61
19-812	DEPT. LA 1368	10/11/2016	N		0.00
	CHICAGO	10/01/2016	N	N	0.00
	IL 60696-3689	10/01/2016	0.00	N	0
	<Emailing Stub Disabled>	10/01/2016	3317181929		1,009.61

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City of Arvin

Ref. No.	Vendor Name Vendor Address City	Post Date Pay. Date Disc. Date	PO Number Req. No.	Bank Hold? Sep. Ck.?	Invoice Description Line 1 Invoice Description Line 2 Use Description 1 On Check	Gross Amount Taxes Withheld Discount Net Amount
Vendor No.	State/Province Zip/Postal Email Address	Due Date Inv. Date	Disc. % Invoice No.	1099?	Hand Check Number/Date	
Vendor Total:						1,009.61
42142	SUPPLYWORKS PO BOX 742440 LOS ANGELES	09/30/2016 10/11/2016 09/30/2016		BOFA N N	CLEANING SUPPLIES-COA N	 1,832.89 0.00
48-531	CA 90074-2044 <Emailing Stub Disabled>	09/30/2016 09/30/2016	0.00 379807407	N N	0 0	 0.00 <u>1,832.89</u>
42153	SUPPLYWORKS PO BOX 742440 LOS ANGELES	10/04/2016 10/11/2016 10/04/2016		BOFA N N	CLEANING SUPPLIES-COA N	 97.04 0.00
48-531	CA 90074-2044 <Emailing Stub Disabled>	10/04/2016 10/04/2016	0.00 380061457	N N	0 0	 0.00 <u>97.04</u>
Vendor Total:						1,929.93
42152	VORTEX INDUSTRIES, INC. 1801 W. OLYMPIC BLVD. PASADENA	10/07/2016 10/11/2016 10/07/2016		BOFA N N	WINDOW REPLACEMENT-VET'S I N	 688.90 0.00
28-244	CA 91199-1095 <Emailing Stub Disabled>	10/07/2016 10/07/2016	0.00 SQ-328256	N N	0 0	 0.00 <u>688.90</u>
Vendor Total:						688.90
42143	ZEE MEDICAL SERVICE 107 SO. BRYANT ST OJAI	10/10/2016 10/11/2016 10/10/2016		BOFA N N	FIRST AID SUPPLIES-CITY HALL N	 34.29 0.00
26-250	CA 93023 <Emailing Stub Disabled>	10/10/2016 10/10/2016	0.00 34-212885	N N	0 0	 0.00 <u>34.29</u>
Vendor Total:						34.29
Grand Total:						127,798.80
Less Credit Memos:						0.00
Net Total:						127,798.80
Less Hand Check Total:						0.00
Outstanding Invoice Total:						127,798.80
Total Invoices: 26						

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DEMAND LIST 10.13.16

Date: 10/13/2016

Time: 11:28 am

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City of Arvin

Ref. No.	Vendor Name Vendor Address City	Post Date Pay. Date Disc. Date	PONumber Req. No.	Bank Hold? Sep. Ck.?	Invoice Description Line 1 Invoice Description Line 2 Use Description 1 On Check	Gross Amount Taxes Withheld
Vendor No.	State/Province Zip/Postal Email Address	Due Date Inv. Date	Disc. % Invoice No.	1099?	Hand Check Number/Date	Discount Net Amount
42160 12-952	FERNANDO LOPEZ 2408 SPRUCE ST. BAKERSFIELD CA 93301 <Emailing Stub Disabled>	10/13/2016 10/11/2016 10/13/2016 10/13/2016		BOFA N N Y	INTERPRETER SVC. OCT. 2016 N 0 INTERPRETER SVCS. OCT	320.00 0.00 0.00 320.00

Vendor Total: 320.00

Grand Total: 320.00

Less Credit Memos: 0.00

Net Total: 320.00

Less Hand Check Total: 0.00

Outstanding Invoice Total: 320.00

Total Invoices: 1

EARNINGS REPORT

PAYROLL 10-7-16

Emp. Code Desc.: CITY OF ARVIN
 From 09/30/2016 to 10/13/20
 City of Arvin

Date: 10/13/2016
 Time: 12:13:38

Employee Name	Employee ID	15X	1X	1XFTO	25X	2X	ADJ	ADMLV	ALLOW	Other
		BERV	BNFT1	COMP	CTO	CTYWK	DEGRE	DIFFL	FH	Total
		FTO	HLPER	HOL	HP1X	INSUR	JURY	LONG	MILIT	
		MISC	PBD	PBD3	PBD3	PERE	PERS	PHALW	POST	
		PTO	REG	RETOT	RETRO	SCKCO	SEVR	SICK	SRO	
		STDBY	TRAIN	TUPGR	UACL	UAPEP	UNADV	URCL	URPEP	
		VAC	VACCO	VACTO	WRKCO	SHOEA	3X	ADLCO		
Grand Total:	Employee Count: 52	0.00	9,862.90	0.00	0.00	335.75	0.00	2,703.20	200.00	0.00
		191.52	588.54	0.00	341.11	0.00	276.91	289.28	0.00	132,290.89
		0.00	0.00	0.00	0.00	2,026.19	0.00	2,425.11	0.00	
		342.31	529.74	480.62	0.00	0.00	0.00	375.00	836.85	
		0.00	97,580.03	0.00	0.00	0.00	0.00	1,109.08	0.00	
		0.00	0.00	233.52	0.00	0.00	90.78	0.00	0.00	
		1,049.86	810.00	0.00	2,501.30	0.00	0.00	7,111.29		

COST REPORT

PAYROLL 10-7-16

Emp. Code Desc.: CITY OF ARVIN
 From 09/30/2016 to 10/13/20
 City of Arvin

Date: 10/13/2016
 Time: 12:14:12

Employee Name	Employee ID	PER5E	FUTA	MC	MC1	PER1E	PER2E	PER2M	PER3E	Other
		PER5E	PER6E	PER9E	PERCP	PERS	PERS1	PERS2	PERS3	Total
		PERS4	PERS5	PERS6	PERS8	PERS9	SS	SS1	SUTA	
		PER2D								
Grand Total:	Employee Count: 51	0.00	0.00	1,609.55	470.69	0.00	534.80	592.46	1,981.69	0.00
		205.35	0.00	0.00	511.18	0.00	0.00	1,239.37	3,486.91	22,672.84
		0.00	0.00	2,063.48	1,142.56	0.00	6,216.05	2,248.37	0.00	
		370.38								

REGULAR MEETING MINUTES

**ARVIN CITY COUNCIL / SUCCESSOR AGENCY TO THE
ARVIN COMMUNITY REDEVELOPMENT AGENCY / ARVIN HOUSING AUTHORITY /
ARVIN PUBLIC FINANCING AUTHORITY**

OCTOBER 04, 2016

CALL TO ORDER @ 6:00PM

PLEDGE OF ALLEGIANCE

INVOCATION

**ROLL CALL: All present; CM Gurrola arrived late during Public Comments Item 2;
MPT Madrigal arrived late during Presentation Item 3A.**

1. Approval of Agenda as To Form.

Motion to approve agenda.

Motion CM Ortiz

Second CM Roberts

Vote 3-0

2. PUBLIC COMMENTS

(This is the opportunity for the public to address the City Council on any matter on the agenda or any item of interest to the public that is within the subject matter jurisdiction of the City Council.)

3. PRESENTATION(S)

**A. Swearing In of New Police Officer, Kevin Archuleta
Cecilia Vela, City Clerk**

4. CONSENT AGENDA ITEM(S)

A. Approval of Demand Register(s) of September 16, 2016 – September 29, 2016.

B. Approval of Payroll Register(s) of September 23, 2016.

C. Approval of the Minutes of the Regular Meeting of September 20, 2016.

D. Approval of Task Order No. 1618 Pursuant to the City Engineering Services Agreement #2013-32 between Quad Knopf, Inc. and the City of Arvin for Construction Management and Survey Services for the Sycamore Road Storm Drainage Improvement Project.

E. Approval A Resolution of the City Council of the City of Arvin Authorizing the Purchase of Four (4) 2017 Ford Explorer Police Vehicles from Jim Burke Ford and to Finance the Same. This Would Include Authorization for the City Manager to Enter Into An Agreement With Jim Burke Ford to Purchase the

Vehicles in An Amount Not to Exceed \$122,917.12, and to Enter Into A Financing Agreement (Likely with Ford Credit), Subject to Approval As To Legal Form by the City Attorney.

Resolution No. 2016-65

Vehicle Purchase Agreement No. 2016-32

F. Approval to Accept the Bid from West Coast Lights & Sirens; and Authorize the City Manager to Enter Into An Agreement with West Coast Lights & Sirens to Equip Four (4) 2017 Ford Explorer Police Vehicles In The Amount Not To Exceed \$45,474.78, Subject To Review and Approval By The City Attorney As To Legal Form.

G. Approval of A Resolution of the City Council of the City of Arvin Dispensing with the Public Bidding Requirement and Authorizing the Purchase of Police Vehicle Equipment by Motorola Inc. Based on the Single Vendor Exception; and Authorizing the Purchase of Graphics From Elite Signs and Graphics.

Resolution No. 2016-66

Staff recommends approval of Consent Agenda.

Motion to approve Consent Agenda Items 4A – 4G.

Motion CM Ortiz

Second CM Robles

Vote 5-0

5. ACTION ITEM(S)

A. Consideration and Approval of A Resolution of the City Council of the City of Arvin Adopting an Amended and Restated Wastewater Treatment Facility Engineering and Services Agreement with Veolia Water West Operating Services, Inc. (City Manager)

Staff recommends approval of the Resolution Adopting an Amended and Restated Wastewater Treatment Facility Engineering and Services Agreement with Veolia Water West Operating Services, Inc.

Motion to approve the Resolution Adopting an Amended and Restated Wastewater Treatment Facility Engineering and Services Agreement with Veolia Water West Operating Services, Inc.

Motion CM Robles

Second CM Ortiz

Vote 5-0

Resolution No. 2016-67

Agreement No. 2016-31

B. Consideration and Approval of Task Authorization for an Amount Not to Exceed \$69,596.79 for the Arvin Wastewater Treatment Plant Screw Pump Recoating Project. (Dale Ducharme – Veolia Water)

Staff recommends to approve the Task Authorization for an amount not to exceed \$69,596.79 for the Arvin Wastewater Treatment Plant Screw Pump

Recoating Project and to authorize the City Manager to execute the Task Authorization.

Motion to approve Task Authorization for an amount not to exceed \$69,596.79 for the Arvin Wastewater Treatment Plant Screw Pump Recoating Project and to authorize the City Manager to execute the Task Authorization.

Motion CM Ortiz Second MPT Madrigal Vote 5-0

C. Consideration and Approval of A Resolution of the City Council of the City of Arvin Rejecting All Bids for the Sycamore Road Storm Drainage Improvement Project. (City Engineer)

Staff recommends that the City Council:

1. Approve the Resolution to reject all bids received for the construction of the Sycamore Road Storm Drainage Improvement Project as not being in the best interest of the City to award at this time, based on certain formalities required of the bid process.
2. Direct staff to readvertise the project.

Motion to: 1) Approve the Resolution to reject all bids received for the construction of the Sycamore Road Storm Drainage Improvement Project as not being in the best interest of the City to award at this time, based on certain formalities required of the bid process; and 2) Direct staff to readvertise the project.

Motion Mayor Flores Second CM Ortiz Vote 5-0

Resolution No. 2016-68

D. Consideration and Approval of A Resolution of the City Council of the City of Arvin Augmenting the FY 16/17 Budget to Authorize An Increase of the Construction Budget by \$31,823, and Amend the Construction Contract (Agreement No. 2016-11) with JTS Construction for the Reroofing of the Senior Center Building. (City Engineer)

Staff recommends that the City Council:

1. Approve the augmentation of the FY 16/17 budget by \$31,823 and authorize an increase in the FY16/17 construction budget not to exceed \$246,543 for a total project budget of \$281,823.00. The contingency amount is not guaranteed to the contractor and will be returned to the General Fund if after construction the funds are not needed.
2. Approve the increase of the JTS Construction contract (Agreement Number 2016-11) by \$13,766.08 amending the contract price to \$237,896.08.
3. Authorize the Mayor or City Manager to sign any change order agreements with JTS Construction subject to review and approval of the City Attorney as to legal form.

Motion to: 1) Approve the Resolution augmenting the FY 16/17 budget by \$31,823 and authorize an increase in the FY16/17 construction budget not to exceed \$246,543 for a total project budget of \$281,823.00. The contingency amount is not guaranteed to the contractor and will be returned to the General Fund if after construction the funds are not needed; 2) Approve the increase of the JTS Construction contract (Agreement Number 2016-11) by \$13,766.08 amending the contract price to \$237,896.08; and 3) Authorize the Mayor or City Manager to sign any change order agreements with JTS Construction subject to review and approval of the City Attorney as to legal form.

Motion Mayor Flores Second CM Ortiz Vote 5-0

- E. Consideration and Approval of Task Order No. 1624 Pursuant to the City Engineering Services Agreement #2013-32 between Quad Knopf, Inc. and the City of Arvin for Additional Compensation to QK, Inc. for Construction Management Services to Allow for the Completion and Close Out of the Arvin Community Center (Formally the Senior Center) Improvements Project.

Staff recommends approval of Task Order No. 1624.

Motion to approve Task Order No. 1624.

Motion CM Ortiz Second CM Gurrola Vote 5-0

- F. Consideration and Approval of Multi-Trades Technician Job Description and Related Step Schedule Rate. (City Manager)

Staff recommends that the City Council:

1. Approve the new job description and corresponding Step Schedule level and authorize the Finance Director to post the Step Schedule on the City website.
2. Approve the Side Letter Agreement between the City of Arvin and Local 521 of Service Employees International Union (SEIU) outlining the options provided to current employees.

Motion to: 1) Approve the new job description and corresponding Step schedule level and authorize the Finance Director to post the Step Schedule on the City website; and 2) Approve the Side Letter Agreement between the City of Arvin and Local 521 of Service Employees International Union (SEIU) outlining the options provided to current employees.

Motion MPT Madrigal Second CM Ortiz Vote 5-0

Side Letter Agreement No. 2016-34

- G. Consideration and Approval of A Resolution of the City Council of the City of Arvin Requesting and Authorizing An Application For, and the Initiation of, A Sphere of Influence Amendment. (Community Development Director)

Staff recommends approval of Resolution.

Motion to approve Resolution.

Motion Mayor Flores

Second CM Gurrola

Vote 5-0

Resolution No. 2016-70

6. DISCUSSION ITEM(S)

- A. Discussion and Direction Pertaining to the Adult Use of Marijuana Act (AUMA)/Proposition 64, Including Regulation of Cultivation (Police Chief)

7. STAFF REPORTS

8. COUNCIL MEMBER COMMENTS

9. CLOSED SESSION ITEM(S)

- A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Pursuant to Government Code, § 54956.9(d)(1)
Cecilia Vela v. City of Arvin, CEIU Case 74626)

**CLOSED SESSION REPORT BY CITY ATTORNEY:
No reportable action.**

10. ADJOURNED @ 8:40pm

Respectfully Submitted,

Cecilia Vela, City Clerk



CITY OF ARVIN
Agenda Report

Meeting Date: October 18, 2016

TO:	Arvin City Council
FROM:	Jerry Breckinridge, Police Chief Alfonso Noyola, City Manager
SUBJECT:	Approval of Special Event Permit for the annual Our Lady of Guadalupe Procession and Request for Assistance from the Arvin Maintenance & Infrastructure Department and Arvin Police Department.

BACKGROUND:

This event, scheduled for December 11, 2016 will begin setting up at 10:00 am. The procession will begin at 11:30 am and conclude at 1:30 pm. The procession will begin at the intersection of Bear Mountain Boulevard and Campus Drive. The procession will travel east on Bear Mountain Boulevard and terminate at Saint Thomas Catholic Church, 350 E. Bear Mountain Boulevard.

The Arvin Police Department will be providing traffic control and will maintain safety for participants and spectators. Eastbound traffic on Bear Mountain Boulevard will be diverted south on Comanche from Bear Mountain Boulevard.

The Police Department will require a minimum of four (4) police officers to provide traffic control for this event, which will result in 16 hours of overtime. Additionally, it is anticipated reserve police officers and police explorers will also assist with traffic control. Two to three Maintenance and Infrastructure personnel will assist with the set-up and removal of barricades and cones.

FINANCIAL IMPACT:

Police Personnel	\$700.00 – \$800.00
Maint. & Infrastructure Personnel	\$200.00 – \$300.00

These costs in-full for City staff time will be absorbed by the City of Arvin.

RECOMMENDATION:

Staff recommends approval of the Special Event Application and authorization to utilize City staff for this event. Additionally, it is requested employee costs associated with this event be absorbed by the City of Arvin.

CITY OF ARVIN
200 Campus Drive
Arvin, CA 93203

Phone: (661) 854-3134 – Fax: (661) 854-0817

SPECIAL EVENT PERMIT APPLICATION

ONLY COMPLETED APPLICATIONS WILL BE ACCEPTED

EVENT INFORMATION

<input type="checkbox"/> Concert Performance	<input checked="" type="checkbox"/> Festival	<input type="checkbox"/> Fundraiser
<input type="checkbox"/> Live Music	<input checked="" type="checkbox"/> Parade/Processions	<input type="checkbox"/> Race/Walk
<input type="checkbox"/> Tournament	<input type="checkbox"/> Other _____	

Event Title: ANNUAL PROCESSION
OUR LADY OF GUADALUPE EVENT DATE: 12/11/16

Estimated Attendance Per Day: 2000 Participants: _____ Spectators: _____

Admission Fee? No Yes - Describe _____

Actual Event Hours: _____ Set Up/Assembly: _____ Date: 12/11/16 Start Time: 12:00 pm
Break Down/Dismantle: _____ Date: 12/11/16 Completion Time: 1:30 pm

Location Address (exact address): _____

Total Number of Consecutive Days: 1 (ONE) Site Plan Attached: Yes No (Circle)

List any streets that require closure for this event: Campus Dr & Hwy 223 / BEAR MTN

APPLICANT & SPONSORING ORGANIZATION INFORMATION

Commercial _____ Non-Commercial

Host sponsoring organization(s): ST. THOMAS CHURCH Contact Person: FR. JORGE DELA TORRE

Address: 350 E. BEAR MTN City: ARVIN CA Zip: 93203

Phone: 661 854 6150 Fax: _____ email: _____

Please list name, address, phone and email of any professional organizer of event planner hired by you to produce this event:

Name: N/A Address: _____

Phone: _____ Email: _____

If professional event organizer is applying for this permit, a letter from the Chief Officer of the organization which authorized the organizer to apply for this permit is required.

Responsible person "onsite" day of event: FR. JORGE DE LA TORRE Cell Phone: _____

Person listed above **MUST** be in attendance for the duration of the event and immediately available to City officials.

APPLICANT MUST COMPLETE ALL THREE PAGES OF THIS DOCUMENT

EVENT INFORMATION

Phone number for public event information: 601 8546150

Describe parking arrangements in detail for event: _____ Is plan attached? Yes No (circle)

Is this event open to the public: No Yes - Describe

Traffic safety equipment required: No Yes - Describe

Provide a detailed traffic plan for road closures: Is plan attached: Yes No (circle)

Describe entertainment & related activities (if not, please explain)

Will food be Served Sold No If yes - Contact person Phone:

Will food be prepared at event Yes No

Will there be a Drawing

Will there be sound amplification? No Yes - Indoors Yes - Outdoors

Hours and type of use: 12:00 pm 4:00 pm

Describe sound equipment: SPEAKERS

Amplified sound requires an onsite contact person - Name: _____ Cell Phone: _____

Will there be canopies or tents: No Yes - Size and Number

Date installed: _____ Date Removed: _____ Name of Supplier: _____

Will booths, bleachers, stages or structures be erected? No Yes - Describe

Will signs or banners be used? No Yes - Describe

Will there be generators, vehicles, boats or other equipment? No Yes - Describe

Will there be commercial filming of this event? No Yes - Describe

Any other commercial aspects? NONE

Additional information

APPLICANT MUST COMPLETE ALL THREE PAGES OF THIS DOCUMENT

I, THE UNDERSIGNED, ACKNOWLEDGE AND UNDERSTAND THAT I AM RESPONSIBLE TO COMPLY WITH THE INFORMATION, RESTRICTIONS AND CONDITIONS OF THE PERMIT WHEN ISSUED. I HEREBY ACKNOWLEDGE RESPONSIBILITY FOR PENALTIES ASSOCIATED WITH NON-COMPLIANCE WITH THE PERMIT CONDITIONS, WHETHER OR NOT I AM PRESENT AT THE TIME OF THE VIOLATION.

JTB (INITIALS)

I hereby certify the foregoing statements to be true and correct, and agree to defend, indemnify and hold harmless the City of Arvin, its City Council, officers, agents, employees and volunteers from and against any and all loss, claims, damages, liability, such claim or suit arising from or in any manner connected to the request activity. I also agree, if approved, to comply with all permit conditions, and understand that failure to comply with any condition or any violation of law may result in the immediate cancellation of the event, denial of future events, and/or criminal prosecution. For events held at City parks, the park is provide on an "as is" basis, and the City of Arvin is not responsible for any costs associated with the event. I agree that I am responsible for returning the park in its condition when first reserved. I also agree that I am responsible for payment to the City of Arvin for any damage to any and all City property including but not limited to fences, roads, trails, trees, sprinklers, or utilities that occurs due to my event.

Failure to comply with permit conditions can result in revocation of the permit, administrative citation(s), fines and denial of future permit applications.

Print Your Name: JORGE DE LA TORRE Signature: Jorge La Torre Date: 10/2/16

Attachments received: Insurance Cert & Endorsement Page Plot Plan (indoor)

For City Use Only

PLANNING DEPARTMENT: Approved: _____ Denied: _____

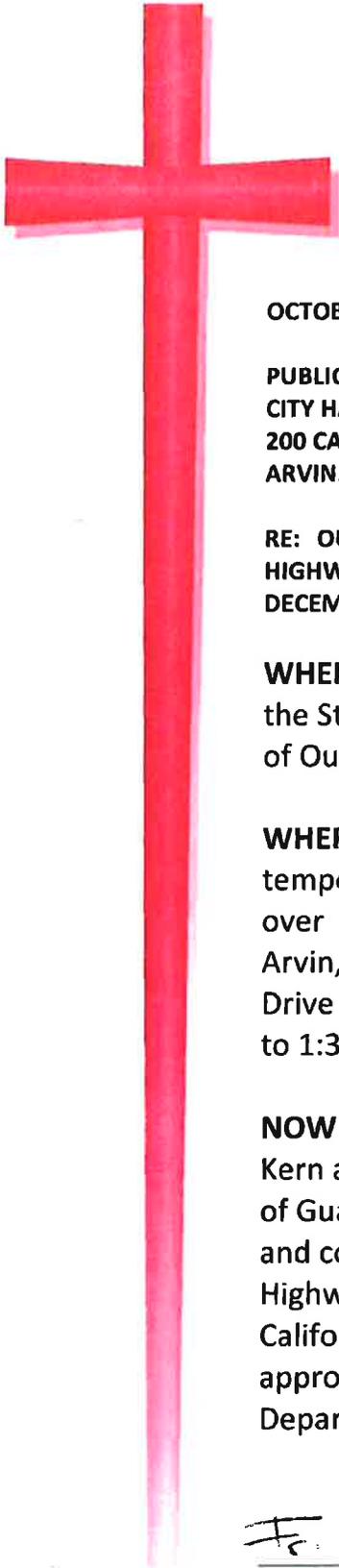
Signature of Department Official Print Name Date

POLICE DEPARTMENT: Approved: _____ Denied: _____

Signature of Department Official Print Name Date

OFFICE OF THE CITY CLERK: Approved: _____ Denied: _____

Signature of City Clerk Print Name Date



Saint Thomas the Apostle Catholic Church

OCTOBER 2, 2016

PUBLIC WORKS
CITY HALL
200 CAMPUS DR
ARVIN. CA 93203

RE: OUR LADY OF GUADALUPE ANNUAL PROCESSION ON STATE
HIGHWAY ROUT 223/ BEAR MOUNTAIN BLVD. ARVIN, CA ON
DECEMBER 11, 2016, BETWEEN THE HOURS OF 11:30 AM AND 1:30 PM.

WHERE AS St. Thomas Catholic Church has applied to
the State of California to conduct the Annual Procession
of Our Lady of Guadalupe on State property; and

WHERE AS "Our Lady of Guadalupe Procession" will
temporarily impede and restrict the free passage of traffic
over State Highway Route 223/Bear Mountain Blvd.,
Arvin, on Sunday, December 11, 2016 between Campus
Drive and St. Thomas Church between the hours of 12:00
to 1:30 PM; and

NOW THEREFORE be it resolved that the City/County of
Kern approves and consents to the proposed "Our Lady
of Guadalupe Procession", and recommends approval of
and consents to the proposed restriction of State
Highway Route 223/Bear Mountain Blvd., Arvin,
California, upon terms and conditions deemed
appropriate and necessary by the State of California,
Department of Transportation.

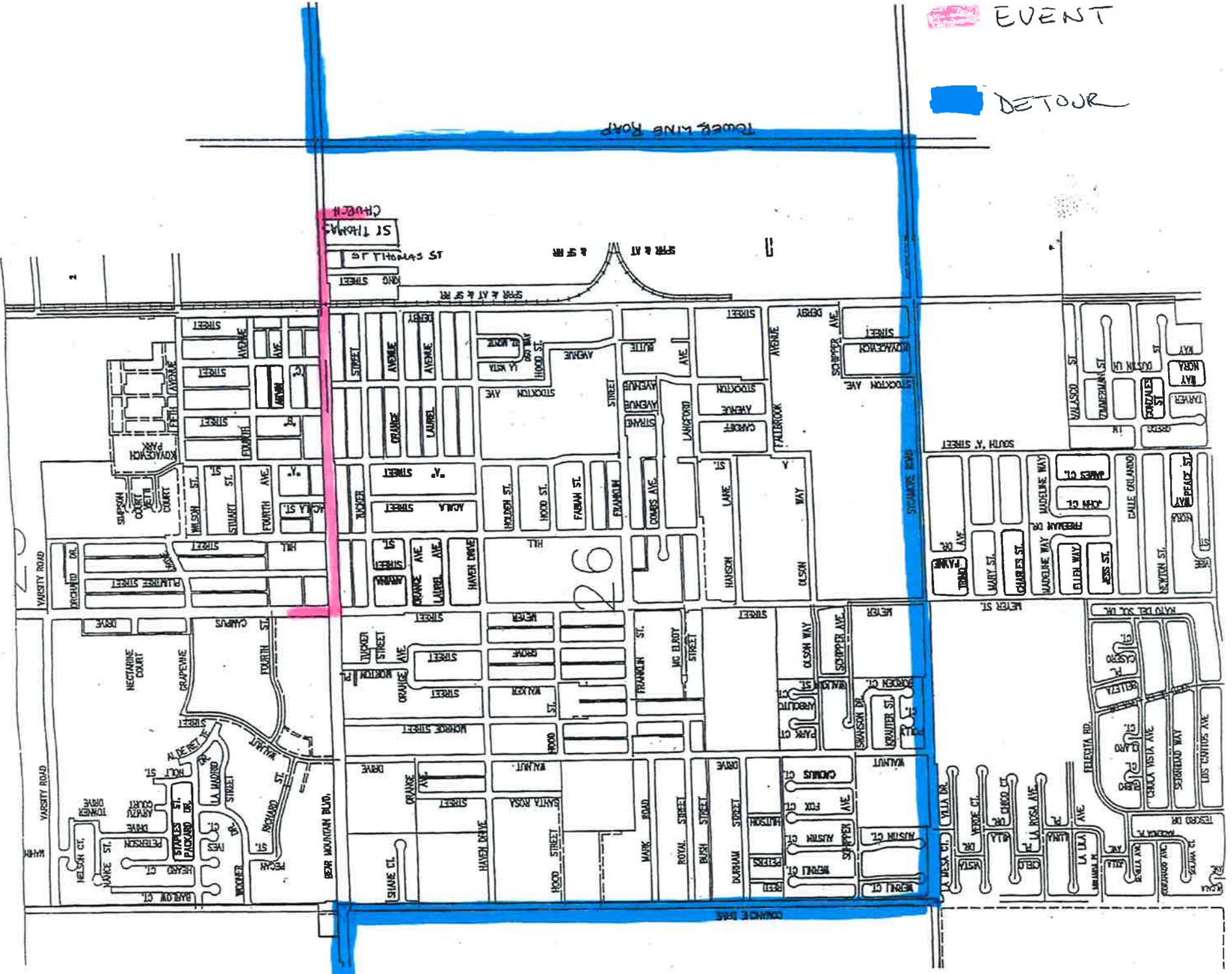

Fr. Jorge Luis B. De La Torre

EVENT

DETOUR

TOUGER LINE ROAD

ST THOMAS CHURCH





**CITY OF ARVIN
Staff Report**

Meeting Date: October 18, 2016

TO: Arvin City Council

FROM: Marti Brown, Community Development Director
Al Noyola, City Manager

SUBJECT: Consider and Adopt a Lease Agreement Between the City of Arvin and the Rural Community Assistance Corporation for 141 North A Street, Suite M and Approve a Finding of a Class 1 Categorical Exemption

BACKGROUND:

For the past several years, the City has had a policy of leasing available space at the Adobe Complex at 141 North A Street to local nonprofit and civic organizations. Until August 2016, Suite M at the Adobe Complex was leased to the Community Water Center (CWC). Since CWC vacated the lease, the suite has been empty. The City was recently approached by the Rural Community Assistance Corporation (RCAC)—a nonprofit organization based in West Sacramento—to lease Suite M and open a satellite office in Arvin.

RCAC's work focuses on serving communities with populations of fewer than 50,000 in the areas of environmental infrastructure, affordable housing development, economic and leadership development, and community development finance.

Staff have performed an assessment of this project and determined is subject to a Class 1 Categorical Exemption under CEQA Guidelines Section 15301, as this project involves the lease of an existing structure with negligible or no expansion of use. None of the exceptions to the Class 1 Categorical Exemption set forth in CEQA Guidelines Section 15300.2 apply to this project.

FINANCIAL IMPACT:

As part of the lease agreement, the City of Arvin will receive \$192.50 per month for rent of Suite M.

RECOMMENDATION:

Adopt the attached lease agreement between the City of Arvin and the Rural Community Assistance Corporation and authorize the Mayor to execute the Agreement.

ATTACHMENT:

Lease Agreement between the City of Arvin and the Rural Community Assistance Corporation

AGREEMENT NO. 2016-XX

ADOBE PLAZA OFFICE LEASE

THIS LEASE is executed in duplicate as of October 3, 2016, by and between the City of Arvin ("Lessor") and Rural Community Assistance Corporation (RCAC), a California Non-Profit Corporation ("Lessee").

W I T N E S S E T H:

WHEREAS, Lessor is the owner of the premises described in section 1.6 hereof and desires to lease such premises to Lessee pursuant to the covenants, terms and conditions hereof; and

WHEREAS, Lessee desires to lease such premises from Lessor pursuant to the covenants, terms and conditions hereof;

NOW, THEREFORE, in consideration of the mutual promises contained in this Lease and of other valuable consideration, it is agreed as follows:

**ARTICLE 1.
DEFINITIONS**

1.1 Introduction.

The definitions contained in this article shall govern the construction of this Lease unless otherwise indicated.

1.2 Lessor.

"Lessor" means City of Arvin.

1.3 Lessor's Address.

"Lessor's address" means 200 Campus Drive, Arvin, CA 93203

1.4 Lessee.

"Lessee" means Rural Community Assistance Corporation (RCAC)

1.5 Lessee's Address.

"Lessee's address" means 3120 Freeboard Drive, Suite 201, West Sacramento, CA 95691

FOR OFFICE USE ONLY

Security Deposit Received: _____ Key Deposit Received: \$ _____

List & # of Keys Issued: _____

Rent: _____

1.6 Premises.

"Premises" means that certain real property in the City of Arvin, Kern County, California, commonly known as 141 North "A" Street, Arvin, CA 93203, located in the City of Arvin bordered by Fourth Avenue, Acala Street and North A Street, and further specified as Suite M.

1.7 Common Areas

"Common Areas" include the parking areas, trash and recycle areas, side walks, common hallways adjoining individual premises, restrooms, landscaped area and area around fountain and gazebo.

1.8 Building

"Building" refers to all areas contained within the Adobe Plaza facility.

1.9 Rent.

"Rent" means the sum specified in Section 5.1 payable at the time specified in Article 5.

1.10 Permitted Uses.

"Permitted uses" means the premises shall be used solely as office space for programs related to the RCAC.

1.11 Litigation.

"Litigation" means any action at law, in equity, or otherwise, any arbitration or bankruptcy proceeding, and any appellate proceeding.

1.12 Law.

"Law" means any federal, state, court, municipal or local statute, ordinance, regulation or like enactment having the force of law.

1.13 Base Building Systems.

"Base building systems" means all systems and equipment (including plumbing, heating, air conditioning and electrical) that serve the entire building or portions thereof in which the premises is located, excluding all premises systems.

1.14 Premises Systems.

"Premises systems" means all systems and equipment that serve only the premises, regardless of whether such systems or equipment are located within or outside the premises.

ARTICLE 2.
PREMISES

2.1 Premises.

Lessor hereby leases the premises to Lessee, and Lessee hereby leases the premises from Lessor, for the term, at the rent and upon the covenants, terms and conditions hereof.

2.2 Quiet Enjoyment.

Lessee, on paying the rent and performing the covenants, terms and conditions hereof, shall and may peaceably and quietly hold and enjoy the premises for the term of this Lease.

2.3 Subordination.

This Lease shall be subordinate and subject at all times to any mortgage or deed of trust covering the premises or which at any time hereafter shall be made, and to all advances made or hereafter to be made upon the security thereof.

2.4 Acceptance of Premises "AS ARE".

Lessee acknowledges that the interior of the premises are in a condition of disrepair and shall require repair and restoration, before they are suitable for the permitted uses. Lessee takes the premises, interior and exterior AS THEY ARE with all their faults and disrepairs. Lessee assumes all responsibility and expense of repairing, restoring and fixing the interior of the premises so that they are suitable for the permitted uses.

2.5 Smoking

Smoking is expressly **PROHIBITED** inside of all areas of the buildings at all times. Persons wishing to smoke outside shall do so at a 20 foot distance from building entrances, exists, and all operable windows, and are responsible for disposing of cigarette butts in appropriate receptacles.

2.6 Minors

Tenants and their employees are advised of their responsibility to maintain direct supervision of all minor children, who, in the interest of safety, are restricted to tenant's premises and common restrooms.

2.7 Drugs/Alcohol

Tenants and their employees are expressly prohibited from using, allowing to be used or bringing any illegal drug or narcotic onto Adobe Plaza property.

In the interest of safety, anyone known to be under the influence of drugs or alcohol will be asked to leave the property immediately.

2.8 Pets

Animals are prohibited from the buildings, the common area and the premises, including the parking lot, at all times. Service animals are exempt from this provision. The Americans with Disabilities Act defines a service animal as any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability. If they meet this definition, animals are considered service animals under the ADA regardless of whether they have been licensed or certified by a state or local government.

ARTICLE 3. USE

3.1 Permitted Use.

The premises shall be used solely for the permitted uses and for no other purpose whatsoever without the prior written consent of Lessor.

3.2 Prohibited Use.

Lessee shall not do or permit anything to be done in or about the premises or bring or keep anything therein which will in any way affect fire or other insurance upon the premises, or any of its contents, or which shall in any way conflict with any law affecting the occupancy and use of the premises which is or may hereafter be enacted or promulgated by any public authority. Lessee shall not commit any waste, or any public or private nuisance upon the premises.

3.3 Signs; Buildings Rehabilitation.

Lessee, at Lessee's own expense, shall have the right, with the prior written consent of Lessor, to install on the premises a sign to advertise the business that Lessee conducts thereon, and such sign shall comply with all laws. If Lessor consents to any sign, such sign shall be installed or affixed in the receptacle(s) provided for such sign only. Lessee shall maintain such sign in good appearance and repair it at all times during the term of the Lease. Any damage to the premises occasioned by the installation and maintenance of any such sign, and the cost of removal or obliteration thereof upon any termination of this Lease, shall be borne and paid by Lessee.

3.4 Parking

All tenants will be assigned a parking area in the lot on the northwest corner of Fourth Ave. and North A Street. There will be no long-term or permanent parking of any vehicles in the parking lot. Vehicles left parked overnight will be subject to possible towing by the Lessor at the owner's expense. Lessor will not be responsible for damage or theft to cars parked on the premises at any time.

3.5 Nuisances

The Adobe Complex will make neighbors of all tenants. Respect for each other's rights, privacy and "quiet enjoyment" of individual premises makes the neighborhood a pleasant place to work.

Music shall be kept at a volume so as to be audible ONLY WITHIN THE INDIVIDUAL PREMISES. This includes but is not limited to music associated with a restaurant use.

Lessee shall be responsible for his/her actions and the actions of all of their employees and children and will be held accountable for compliance.

Lessee shall maintain a clean and tidy environment, free of garbage, leading to the entrance of their respective businesses.

3.6 Living Quarters

The premises and/or common area are not to be used as living quarters.

3.7 Lessee Employee Conduct

All policies and procedures contained in this lease agreement apply to employees. Lessee is responsible for the activities and actions of their employees and shall be held accountable for their actions.

ARTICLE 4.
TERM

4.1 Term.

Term of lease is month-to-month with the option to renew the lease, at the discretion of the Lessor, for an additional agreed upon lease period if Lessee is in good standing, current in all payments and not in violation of any terms of the lease.

4.2 Surrender of Premises.

Lessee is expected to give at least thirty (30) days written notice of intent to vacate the premises. Premises shall be surrendered in the same condition as received; ordinary wear and tear expected, but property must be clean and free of debris. Any damage or deterioration of the premises shall not be deemed ordinary wear and tear if the same could have been prevented by good maintenance practices. Lessee shall repair any damage to the premises occasioned by the installation or removal of lessee's trade fixtures, alterations, furnishings and equipment. (See EXHIBIT "A", Move-In/Out Inspection List.)

Lessor may terminate lease, with or without cause, by providing to Lessee at least thirty (30) days written notice of termination. In such event, Lessee shall have vacated the premises by the thirtieth day after Lessor provided said notice of termination.

4.3 Conditions of the Lease

Section Intentionally Left Blank

4.4 Lease Renewal (Applicable to retail tenants only)

Continued tenancy at the ADOBE PLAZA incubator is NOT automatic. Eligibility to renew this lease will be reviewed annually by Management. Tenant performance will be evaluated using the following criteria: compliance with lease requirements including submission of all required documentation (See EXHIBIT "C"); performance based upon business, marketing, and job creation; financial performance based on payment history with the Adobe Complex and quarterly financial statements; performance on willingness and ability to work; demonstrated commitment to grow business and succeed; sufficient available capital to maintain viability.

ARTICLE 5. RENT

5.1 Rent.

Lessee shall pay rent to Lessor. All rent shall be paid in lawful money of the United States, and shall be free from all claims, demands or setoffs against Lessor of any kind or character whatsoever. Rent for Suite M has been set at \$192.50 (One Hundred and Ninety-Two and Fifty Cents) per month. Payment shall be made payable to the City of Arvin, P.O. Box 548, Arvin, CA 93203 on the first day of each month.

5.2 Place of Payment of Rent.

All rent shall be paid by Lessee to Lessor at Lessor's address.

5.3 Damage Deposit and Key Deposit.

Upon execution and delivery of this Lease, Lessee shall deposit with Lessor (a) the damage deposit in the amount of \$300, the receipt of which Lessor hereby acknowledges, and (b) the key deposit of \$150 for two sets of keys (\$20 each additional set), the receipt of which Lessor hereby acknowledges. The damage deposit, or any remaining portion thereof following repairs, which includes locksmith work, shall be returned to Lessee within 15 days following termination of this Lease by mailing same to Lessee at Lessee's address. Lessor may commingle the deposits with other funds of the Lessor and shall not be required to maintain such funds in a trust account or in any similar segregated account. Lessee shall not be entitled to interest on such funds, any such interest to be considered additional rent hereunder. Should Lessor resort to any monies contained within such funds to remedy any default by Lessee of Lessee's obligations hereunder, Lessee shall restore the funds to the original sum required hereunder within 15 days after written demand by Lessor.

ARTICLE 6.
UTILITIES

6.1 Utilities.

Lessee shall pay for all telephone, alarm, and internet service together with its installation, and all other utilities or services which may be furnished to, made available to or used in or about the premises by Lessee during the term of this Lease. Lessee shall pay to the public authorities charged with collection all permit, inspection and license fees, and other public charges of whatever nature that are assessed against the premises or arise because of the occupancy, use or possession of the premises. Upon termination or expiration of the lease, lessee shall arrange for disconnection of all contracted telephone, alarm, and internet services.

ARTICLE 7.
IMPROVEMENTS AND REPAIRS

7.1 Improvements By Lessee.

Lessee, at Lessee's own expense, may not make alterations, additions or improvements to the premises.

7.2 Repairs.

Lessee has examined and inspected and knows the condition of the premises, and every part thereof, has received the same and accepts the same in present condition. Lessor shall maintain and repair the roof, exterior walls and foundation of the premises, and the portion of the base building systems located outside of the premises. Except as otherwise provided in the immediately preceding sentence, Lessee shall maintain and repair the entirety of the premises, including without limitation, the nonstructural portion of the premises, the portion of any base building system located inside the premises, and all premises systems. The heating and air conditioning service, including filters, shall be maintained and paid for by Lessor. Lessee waives the benefits of subdivision 1 of section 1932 and section 1941 of the Civil Code and all right to make repairs at Lessor's expense under the provisions of section 1942 of the Civil Code, but only to the extent that Lessee has assumed obligation for maintenance, service, and or minor repairs of certain portions of the premises as delineated in the preceding sentences of this section 7.2.

7.3 Liens.

Lessee shall not suffer or permit any liens to be filed against the real property of which the premises form a part or against Lessee's leasehold interest in the premises. Lessor shall have the right at all reasonable times to post and keep posted on the premises any notices which Lessor deems necessary for protection from such liens. If any such liens are so filed, Lessor, at Lessor's election, may pay and satisfy and same and, in such event, the sums so paid by Lessor, with interest at the highest lawful rate from the date of payment until the date reimbursed by Lessee, shall be deemed to be additional rent due and payable by Lessee at once without notice or demand.

ARTICLE 8.
DESTRUCTION

8.1 Destruction.

If the premises is totally destroyed by fire or other cause, or is partially damaged thereby such that in Lessee's reasonable judgment Lessee cannot continue its business in the premises, and in either case Lessor cannot render the premises tenantable within 30 days from the date of such destruction or damage, this Lease may be terminated by Lessor or Lessee by written notice thereof to the other. In the event that this Lease is not so terminated, then a proportionate reduction shall be made in the rent corresponding to the time during which and to the portion of the premises of which Lessee shall be deprived of possession. The provisions of subdivision 2 of section 1932 and of subdivision 4 of section 1933 of the Civil Code shall not apply to this Lease and Lessee hereby waives the benefits thereof.

ARTICLE 9.
INDEMNIFICATION AND INSURANCE

9.1 Indemnification.

Lessee shall indemnify, defend protect and hold Lessor harmless from and against any and all demands, actions, claims, liabilities, and expenses (including reasonable attorneys' fees and costs) reasonably related to any injury or damage to any person or property whatsoever occurring in, on or about the premises, or any part thereof, when such injury or damage shall be proximately caused in part or in whole by the act, negligence or fault of or omission of Lessee, or Lessee's agents, servants, contractors or employees.

9.2 Insurance.

Lessee, at all times during the term of this Lease, shall carry, keep in full force and effect and pay the premiums on public liability and property damage insurance to indemnify both Lessor and Lessee against liability for injury or damage to persons or property in companies satisfactory to Lessor, and in an amount of not less than \$2,000,000 combined single limit, and shall furnish to Lessor within ten days from the date hereof certificates or other evidence showing that such insurance is in full force and effect, that the premiums thereon have been paid and that the same shall not be amended, canceled or terminated, unless the company shall first give Lessor 30 day's prior written notice of the expiration, alteration or termination of such insurance. Each policy of insurance shall be primary and noncontributory with any policies carried by Lessor and, to the extent obtainable, any loss shall be payable notwithstanding any act or negligence of Lessor that might otherwise result in forfeiture of insurance. The City and its agents, employees and officers be named as additional insured on all insurance policies.

ARTICLE 10.

DEFAULT

10.1 Acts Constituting a Default.

Any and all of the following actions shall constitute a default of this Lease:

- (a) Use of the premises for any purpose other than as authorized in this Lease;
- (b) Default in the payment of rent or any other sums owing when due;
- (c) Abandonment or vacation of Lessee from the premises;
- (d) The filing by or against Lessee of a voluntary or involuntary petition in bankruptcy or an arrangement, the adjudication of Lessee as bankrupt or insolvent, the appointment of a receiver of the business or the assets of Lessee, except a receiver appointed at the instance or request of Lessor, or the general or any other assignment by Lessee for the benefit of its creditors; or
- (e) A default in the performance of any of the covenants, terms or conditions hereof.

10.2 Remedies Upon Default.

In the event of a default of this Lease, and in addition to all other rights and remedies Lessor may have at law, equity or otherwise, Lessor shall have the option to do any or all of the following:

- (a) Reentry. Immediately reenter and remove all persons and property from the premises, and store the personal property in a public warehouse or elsewhere at the cost of, and for the account of, Lessee. No such reentry or taking possession of the premises by Lessor shall be construed as an election on Lessor's part to terminate this Lease unless a written notice of such intention is given by Lessor to Lessee.
- (b) Collection of Rent. To collect by suit or otherwise, pursuant to the provisions of section 1951.4 of the Civil Code, each installment of rent or other sum as it becomes due hereunder, or to enforce, by suit or otherwise, any other term or provision hereof on the part of Lessee required to be kept or performed, it being specifically agreed that all unpaid installments of rent or other sums shall bear interest as provided in section 12.8.
- (c) Termination of Lease. Terminate this Lease, in which event Lessee shall immediately surrender possession of the premises and pay to Lessor, in addition to any other remedy Lessor may have, all damages Lessor may incur by reason of Lessee's default, including the cost of recovering the premises, and including:

(i) The worth at the time of award of the unpaid rent which had been earned at the time of termination;

(ii) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rent that Lessee proves could have been reasonably avoided;

(iii) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rent that Lessee proves could be reasonably avoided; and

(iv) Any other amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform Lessee's obligations under this Lease or which in the ordinary course of things would be likely to result therefrom.

(d) Reletting. Should Lessor elect to reenter or should Lessor take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Lessor may either terminate this Lease or may from time to time, without terminating this Lease, relet the premises, or any part thereof, as the agent and for the account of Lessee, either in Lessor's name or otherwise, upon such terms and conditions and for such period, whether longer than the balance of the term or not, as Lessor may deem advisable, either with or without any equipment or fixtures that may be situated thereon or therein, in which event the rent received on any such reletting during the balance of the term of this Lease, or any part thereof, shall be applied first to the expenses of reletting and collecting, including necessary renovation and alteration of the premises and reasonable attorneys' fees, and any real estate commission actually paid and, thereafter, toward payment of all sums due or to become due to Lessor hereunder, and if a sufficient sum shall not be thus realized to pay such rent and other charges, Lessee shall pay to Lessor monthly any deficiency, and Lessor may sue therefore as each monthly deficiency shall arise. Such monthly deficiencies shall be paid punctually when due.

10.3 Lessor Curing Default.

Upon 10 days' prior written notice to Lessee by Lessor, Lessor may cure any default by Lessee and, if necessary, may enter upon the premises for such purpose, and in such event the cost thereof with interest as provided in section 12.8 shall be deemed additional rent payable by Lessee to Lessor and shall become immediately due and payable.

ARTICLE 11. INSPECTION AND NOTICES

11.1 Inspection.

Lessee shall permit Lessor and Lessor's agents to enter into and upon the premises during business hours for the purpose of inspecting the same or for the purpose of protecting Lessor's reversions

without any rebate of rent to Lessee for any loss of occupancy or quiet enjoyment of the premises or damage, injury or inconvenience thereby occasioned, and shall permit Lessor at any time within 30 days prior to the expiration of this Lease to bring upon the premises, for purposes of inspection or display, prospective tenants thereof.

11.2 Notices.

Any notice, demand or communication under or in connection with this Lease may be served upon Lessor by personal service or by mailing the same by certified or registered mail in the United States Post Office, postage prepaid, and directed to Lessor at Lessor's address and may likewise be served on Lessee by personal service or by mailing the same as provided above addressed to Lessee at Lessee's address. Either Lessor or Lessee may change such address by notifying the other party in writing as to such new address as Lessor or Lessee may desire to be used and which address shall continue as the address until further written notice.

ARTICLE 12. GENERAL PROVISIONS

12.1 Covenants.

The letting hereunder is made upon and subject to the covenants, terms and conditions of this Lease and Lessee covenants, as a material part of the consideration for this Lease, to keep and perform each and all of said covenants, terms and conditions by Lessee to be kept or performed, and this Lease is made upon the condition of such performance.

12.2 Provisions Deemed Covenants and Conditions.

All the provisions hereof are to be construed as covenants and conditions as though the words importing such covenants and conditions were used in each instance.

12.3 Binding on Heirs.

Subject to the provisions of section 3.3, all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

12.4 Time of Essence.

Time is of the essence in the performance of each provision of this Lease.

12.5 Cumulative Remedies.

The specified remedies to which Lessor or Lessee may resort under the terms of this Lease are cumulative and not intended to be exclusive of any other remedies now or hereafter afforded by law, equity or otherwise.

12.6 Waiver of Breach.

Lessor's failure to take advantage of any default or breach of covenant on the part of Lessee shall not be, or be construed as, a waiver thereof, nor shall any custom or practice which may grow up between the parties in the course of administering this Lease be construed to waive or to lessen the right of Lessor to insist upon the performance by Lessee of any covenant, term or condition hereof or to exercise any rights given Lessor on account of any such default. A waiver of a particular breach or default shall not be deemed to be a waiver of the same or any other subsequent breach or default. The acceptance of rent hereunder shall not be, or be construed to be, a waiver of any covenant, term or condition of this Lease.

12.7 Attorney's Fees.

Should either party hereto institute any legal action to enforce any provision hereof, the prevailing party in such action shall be entitled to receive from the losing party, in addition to any other sums allowed by law, such amount as the court may adjudge to be reasonable attorney's fees.

12.8 Late Charge and Interest on Money Due.

Lessee acknowledges that Lessee's failure to pay rent or any other amounts due under this Lease as and when due may cause Lessor to incur costs not contemplated by Lessor when entering into this Lease, the exact nature and amount of which would be extremely difficult and impracticable to ascertain. Accordingly, if any installment of rent or any other amount due under this lease is not received by Lessor as and when due, then, without any notice to Lessee, Lessee shall pay the Lessor an amount equal to 10 percent of the past due amount, which the parties agree represents a fair and reasonable estimate of the costs incurred by Lessor as a result of the late payment by Lessee. In addition, any sum accruing to Lessor or Lessee under the provisions of this Lease which is not paid when due shall bear interest at the highest lawful rate from the due date until the date paid.

12.9 No Merger.

The voluntary or other surrender of this Lease by Lessee or a mutual cancellation thereof shall not work a merger, and shall, at the option of Lessor, terminate all or any existing subleases or subtenancies, or may, at the option of Lessor, operate as an assignment to it of any or all such subleases or subtenancies.

12.10 Sale by Lessor.

In the event the original Lessor hereunder or any successor owner of the premises shall sell or convey the premises, all liabilities and obligations on the part of the original Lessor or such successor owner under this Lease accruing thereafter shall terminate, and thereupon all such liabilities and obligations shall be binding upon the new owner. Lessee agrees to attorn to such new owner.

12.11 Estoppel Certificate.

At any time and from time to time but on not less than 10 days' prior written request by

Lessor, Lessee shall execute, acknowledge and deliver to Lessor, promptly upon request, a certificate certifying (a) that this Lease is unmodified and in full force and effect, or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification, (b) the date, if any, to which rent and other sums payable hereunder have been paid, (c) that no notice has been received by Lessee of any default which has not been cured, except as to defaults specified in said certificate, and (d) such other matters as may be reasonably requested by Lessor. Any such certificate may be relied upon by any prospective purchaser, mortgagee or beneficiary under any deed of trust of the premises, or any part hereof.

12.12 Corporate Authority.

If Lessee signs as a corporation, each of the persons executing this Lease on behalf of Lessee does hereby covenant and warrant that (a) Lessee is a duly authorized and existing corporation, (b) Lessee has and is qualified to do business in California, (c) the corporation has full right and authority to enter into this Lease and (d) each and both of the persons signing on behalf of the corporation were authorized to do so. If Lessee signs as a partnership, each of the persons executing this Lease on behalf of Lessee does hereby covenant and warrant that (a) Lessee is a duly authorized and existing partnership, (b) Lessee has and is qualified to do business in California, (c) the partnership has full right and authority to enter into this Lease and (d) each of the persons signing on behalf of the partnership was authorized to do so.

12.13 Governing Law.

This Lease shall be governed by and construed pursuant to the laws of the State of California.

12.14 Agency.

Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any other association other than that of lessor and lessee.

12.15 Extensions.

Except where the context otherwise requires, all references to the term of this Lease shall include any extensions of such term.

12.16 Captions.

The captions of articles and sections of this Lease are for reference only and not to be construed in any way as a part of this Lease.

12.17 Exhibits.

All exhibits referred to herein and attached hereto, if any, are incorporated in this Lease with

the same force and effect as if set forth at length herein.

12.18 Singular Includes Plural; Joint and Several Liability.

The words "Lessor" and "Lessee" as used in this Lease shall include the plural as well as the singular. If there shall be more than one Lessee, the obligations hereunder imposed upon Lessee shall be joint and several.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed on the day and year first hereinabove written.

"Lessor"

CITY OF ARVIN

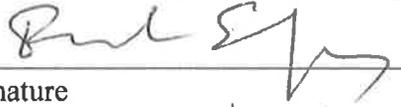
Signature

By: Jose Flores
Print Name

Mayor
Title

"Lessee"

Rural Community Assistance Corporation


Signature

By: David Ebenezer
Print Name

CFO
Title

EXHIBIT A

(Page 1 of 2)

**ADOBE COMPLEX
MOVE-IN INSPECTION LIST**

Date of Inspection: _____ **Suite(s) #** _____

- | | Check |
|---|--------------------------|
| 1. Space completely empty of any and all tenants owned items | <input type="checkbox"/> |
| 2. All floors swept/vacuumed | <input type="checkbox"/> |
| 3. Walls cleaned | <input type="checkbox"/> |
| 4. All holes in walls filled | <input type="checkbox"/> |
| 5. Windows and window sills clean | <input type="checkbox"/> |
| 6. Doors and door handles clean, inside and out | <input type="checkbox"/> |
| 7. Door locks in good working condition | <input type="checkbox"/> |
| 8. All keys returned | <input type="checkbox"/> |
| 9. Electrical cover and switch plates intact and in place | <input type="checkbox"/> |
| 10. Light fixtures cleaned and light bulbs in place and operational | <input type="checkbox"/> |
| 11. Exterior area of business clear and free of debris. | <input type="checkbox"/> |

LESSEE/COMPANY

I acknowledge receipt of this move-in inspection list and understand the City of Arvin will deduct all costs for labor and repairs and/or parts from our deposit upon termination of the lease for the above-mentioned Suite(s).

Lessee/Company Name: _____

Print Name: _____
Lessee/Company Authorized Personnel

Signature: _____
Lessee/Company Authorized Personnel

Date: _____

**CITY OF ARVIN
PUBLIC WORKS DEPARTMENT**

Inspected by: _____
Signature

Print Name/Title: _____

Date: _____

**SUBMIT COMPLETED FORM TO THE CITY CLERK'S OFFICE ALONG WITH PHOTOS,
IF ANY, AFTER INSPECTION.**

EXHIBIT A

(Page 2 of 2)

**ADOBE COMPLEX
MOVE-OUT INSPECTION LIST**

Date of Inspection: _____ **Suite(s) #** _____

	Check
1. Space completely empty of any and all tenants owned items	<input type="checkbox"/>
2. All floors swept/vacuumed	<input type="checkbox"/>
3. Walls cleaned	<input type="checkbox"/>
4. All holes in walls filled	<input type="checkbox"/>
5. Windows and window sills clean	<input type="checkbox"/>
6. Doors and door handles clean, inside and out	<input type="checkbox"/>
7. Door locks in good working condition	<input type="checkbox"/>
8. All keys returned	<input type="checkbox"/>
9. Electrical cover and switch plates intact and in place	<input type="checkbox"/>
10. Light fixtures cleaned and light bulbs in place and operational	<input type="checkbox"/>
11. Exterior area of business clear and free of debris.	<input type="checkbox"/>

Repairs Needed:

Hours:

Hours _____
Hours _____
Hours _____

Parts Replaced:

Total Costs:

\$ _____
\$ _____
\$ _____

Please provide any additional details on cleaning, including damages and repairs or replacement parts needed: _____

Total Hours for Clean Up: _____.

- No Charge. Area was found in good condition.
- Please Charge Lessee for _____ hours.

Total Charges for Damages and/or Parts: \$ _____

CITY OF ARVIN

Inspected by: _____
City of Arvin Public Works

LESSEE/COMPANY

I acknowledge receipt of this move-out inspection list and understand the City of Arvin will deduct the above-mentioned amount for repairs and/or parts from our deposit previously provided to the City of Arvin for the above-mentioned Suite(s).

Lessee/Company Name: _____

Print Name: _____
Lessee/Company Authorized Personnel

Signature: _____
Lessee/Company Authorized Personnel

Date: _____

**SUBMIT COMPLETED FORM TO THE CITY CLERK'S OFFICE ALONG WITH PHOTOS,
IF ANY, AFTER INSPECTION.**

For Office Use Only:	
Hours Charged: _____ @ \$25.00 hour = \$ _____	
Damages/Parts Charges = \$ _____	Total Costs: \$ _____
Date Received: _____	Processed By _____

EXHIBIT B

EMERGENCY CONTACT LIST

BUSINESS NAME: Rural Community Assistance Corp
(RCAC)

PERSONAL

OWNER(S) Stan Keasling, CEO/ David Ebenezer
CFO

CONTACT IN CASE OF PERSONAL EMERGENCY

Name:

Daytime Phone:

After Hours Phone:

CONTACT IN CASE OF FACILITIES EMERGENCY

MANAGER'S NAME: Jerry Tinoco

MANAGER'S PHONE: 661- HOME:

ALTERNATE CONTACT: David Wallis

PHONE: 559-

OTHER CONTACTS: Eva Wilson at Corp office in W.SAC 916-447-2854x1043

EXHIBIT C

**DOCUMENTATION REQUIRED
TO MAINTAIN LEASE AT THE
ADOBE COMPLEX**

1. Insurance – proof that the following insurance is in effect:
 - a) Fire Insurance
 - b) Liability Insurance
 - c) Workers Compensation Insurance as required by law

2. Licenses and Permits – proof that the following licenses and permits are in effect:
 - a) City of Arvin Business License (if applicable)
 - b) County of Kern Fictitious Business Name (if applicable)
 - c) Kern County Health Permit (if applicable)
 - d) Other licenses and permits as required by law



**CITY OF ARVIN
Staff Report**

Meeting Date: October 18, 2016

TO: Arvin City Council

FROM: Marti Brown, Community Development Director
Al Noyola, City Manager

SUBJECT: Consider and Adopt a Resolution Requesting and Authorizing Submittal of an Application for a Caltrans Sustainable Transportation Planning Grant to Develop a 'Complete Streets' and Safe Routes to School Plan for the City of Arvin and Authorizing the City Manager, or his Designee, to Execute All Related Grant Documents and Agreements in the Name of the City of Arvin

BACKGROUND:

A few weeks ago, the City of Arvin was invited by the Local Government Commission (LGC) to partner on an application for the Caltrans Sustainable Transportation Planning Grant. In reviewing existing and current plans underway in the City, staff recommended a 'Complete Streets' and Safe Routes to School Plan. This proposed city-wide plan would dovetail with the Kern Council of Governments (COG) Active Transportation Planning grant that is currently underway and focused on regional pedestrian and bicycle circulation patterns in four County communities. In addition, the grant's proposed scope of work is also consistent with the development in Jewett Square—to create a focal point for the City that is accessible to all ages regardless of the mode of transportation (e.g., pedestrian, bicycle, car, bus).

The grant application requires a 11.47% local funds match. The estimated budget for the grant application is \$200,000 for a total local match of approximately \$23,000. The application permits and staff recommends that city staff time be the in kind local match for the grant application.

Staff further recommends that if the grant is awarded, the City Manager, or his designee, be authorized to execute in the name of the City of Arvin all grant documents including, but not limited to, applications, agreements, amendments and request for payments, necessary to secure grant funds and implement the approved grant project from the California Department of Transportation for a Sustainable Transportation Planning Grant, subject to approval as to legal form by the City Attorney.

FINANCIAL IMPACT:

The grant application proposes an in kind contribution of staff time at a value of \$23,000 to implement the project if the City of Arvin is awarded the grant.

RECOMMENDATION:

Adopt a resolution requesting and authorizing submittal of an application for a Caltrans Sustainable Transportation Planning Grant to Develop a 'Complete Streets' and Safe Routes to School Plan for the City of Arvin.

ATTACHMENT:

Resolution of the City Council of the City of Arvin Requesting and Authorizing Submittal of an Application for a Caltrans Sustainable Transportation Planning Grant to Develop a 'Complete Streets' and Safe Routes to School Plan for the City of Arvin.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN AUTHORIZING SUBMITTAL OF AN APPLICATION FOR A CALTRANS SUSTAINABLE TRANSPORTATION PLANNING GRANT TO DEVELOP A ‘COMPLETE STREETS’ AND SAFE ROUTES TO SCHOOL PLAN FOR THE CITY OF ARVIN AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ALL RELATED GRANT DOCUMENTS AND AGREEMENTS IN THE NAME OF THE CITY OF ARVIN

WHEREAS, the California Department of Transportation administers the Sustainable Transportation Planning Grant in an effort to Provide a safe, sustainable, integrated and efficient transportation system to enhance California’s economy and livability; and

WHEREAS, the City of Arvin’s Community Development Department plans to submit a grant application in an effort to establish a ‘Complete Streets’ and Safe Routes to Schools Plan—a transportation policy and design document focused on planning, designing, operating and maintaining streets that offer safe, convenient and comfortable travel and access for users of all ages and abilities regardless of their mode of transportation.

WHEREAS, the City of Arvin requires approval to submit a grant application when a local match is required; and

WHEREAS, the grant application requires a 11.47% local match of funds or, for this grant application, a value of \$23,000; and

WHEREAS, the City of Arvin will offer an in kind match of City staff time to satisfy the local match requirements; and

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF ARVIN AS FOLLOWS:

Section 1: The City Manager is hereby authorized to submit all required documents to CalTrans for the Sustainable Transportation Planning Grant.

Section 2: The City Manager, or his designee, is hereby authorized and empowered to execute in the name of the City of Arvin all grant documents including, but not limited to, applications, agreements, amendments and request for payments, necessary to secure grant funds and implement the approved grant project from the California Department of Transportation for a Sustainable Transportation Planning Grant, subject to approval as to legal form by the City Attorney.

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Arvin at a regular meeting thereof held on the 18th day of October, 2016 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST

CECILIA VELA, City Clerk

CITY OF ARVIN

By: _____
JOSE FLORES, Mayor

APPROVED AS TO FORM:

By: _____
SHANNON L. CHAFFIN, City Attorney
Aleshire & Wynder, LLP

I, _____, City Clerk of the City of Arvin, California, **DO HEREBY CERTIFY** that the foregoing is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of Arvin on the date and by the vote indicated herein.



CITY OF ARVIN
Staff Report

Meeting Date: October 18, 2016

TO: Arvin City Council
FROM: R. Jerry Breckinridge, Chief of Police
SUBJECT: Public Hearing to Consider Introduction of an Ordinance of the City Council of the City of Arvin, Amending Title 8 of the Arvin Municipal Code and Adopting Chapter 8.29 Pertaining to Marijuana

BACKGROUND:

If a California ballot measure to legalize recreational marijuana called the Control, Regulate and Tax Adult Use of Marijuana Act ("AUMA") passes on the November 8, 2016 statewide ballot, cultivation of recreational marijuana will be allowed in the City of Arvin.

At its meeting on October 1, 2016, the City Council gave preliminary direction to staff to return with a proposed ordinance that would i) prohibit outdoor cultivation; ii) regulate indoor cultivation (cities cannot prohibit indoor cultivation under Proposition 64); and iii) address the smoking of marijuana.

The proposed ordinance prohibits outdoor cultivation. It also contains regulations of indoor cultivation of recreational marijuana including:

- Requiring a permit from the City that must be renewed annually.
- The applicant must inform the Police Department of the exact location of the proposed cultivation area, etc., prior to being able to obtain a permit.
- Tenants can cultivate only with the prior express written consent of the owner provided to the City on a City form. This will include a notarized owner acknowledgement of the potential enforcement mechanisms (liens, penalties, personal liability, etc.) available to the City in the event the tenant fails to comply with the ordinance, etc.
- The cultivator must be at least 21 years old, and is limited to no more than 6 plants.
- Cultivation must be within a single-family residence.
- Cultivation must occur within a single area of no more than 32 square feet in either a single-family residence or a qualifying detached building, and cannot be done in multiple residences.
- A residence must be occupied full time by the person cultivating the recreational marijuana, and must have a fully functioning kitchen, bedroom, bathroom, etc., not being used for cultivation.
- Limitations on lighting, use of chemicals not expressly intended for indoor use, etc.
- Requirements to comply with the building code, to have smoke and carbon monoxide detectors, a fire extinguisher, a secured and locked facility with alarms for all windows and entry points into the cultivation area, proper ventilation, and odor control.
- Prohibitions on access to the area by any person under the age of 21, use of gas products (propane, CO₂, etc.), the creation of a nuisance, limitations on delivery services, or evidence of cultivation from the exterior of the building.

- Smoking marijuana will be prohibited city-wide except for residences or businesses specifically authorized to allow smoking (which Arvin will probably not have). Smoking must be indoors, and cannot create a nuisance with regard to odor, etc.
- Recreational marijuana dispensaries are prohibited in the City.

In order to be effective, ordinances must provide for enforcement mechanisms by the City. The proposed ordinance contains has enforcement mechanisms for violations including:

- Violation is a misdemeanor.
- Administrative penalties of \$250, \$500, then \$1,000 for each citation per incident/marijuana plant in a rolling 12 month period.
- Abatement. If the cultivator fails to abate, the City may do so and charge the full cost of abatement or enforcement – including attorney’s fees. Abatement costs and penalties may also be enforced by placing a lien on the property as a personal obligation.
- Unpaid penalties, costs of enforcement, etc., can be levied as a special assessment and collected with property taxes or as a judgment lien. Failure to timely appeal the amount of costs to a hearing officer constitutes a waiver.
- Interest of up to 10% annually on unpaid penalties.

Finally, the proposed ordinance does not change the medical marijuana provisions of the Municipal Code. Commercial cultivation will not be allowed under Proposition 64 until 2018, which means the City will have time to assess that aspect in greater detail at a later date if the Proposition passes. The proposed ordinance will not go into effect unless Proposition 64 passes.

FINANCIAL IMPACT:

Applicants will be required to pay an annual permit fee to offset the City’s cost of issuing a permit. The proposed ordinance also has a system to allow for full recovery of costs incurred by the City for enforcement, as well as penalty provisions for violations.

RECOMMENDATION:

Staff recommends that the Council consider introducing the ordinance to be read by title only, open the hearing, allow for public testimony, close the hearing, waive first reading of the ordinance, and approve the introduction of the ordinance.

ATTACHMENT:

An Ordinance Of The City Council Of The City Of Arvin Amending Title 8, Of The Arvin Municipal Code And Adopting Chapter 8.29 Pertaining To Marijuana.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARVIN
AMENDING TITLE 8, OF THE ARVIN MUNICIPAL CODE AND ADOPTING
CHAPTER 8.29 PERTAINING TO MARIJUANA**

WHEREAS, in 1996, with the adoption of Proposition 215, the California voters approved the Compassionate Use Act (Health and Safety Code § 11362.5) to ensure that seriously ill Californians have the right to obtain and use marijuana for medical purposes where that medical use is deemed appropriate and has been recommended by a physician, without fear of criminal prosecution under limited, specified circumstances; and

WHEREAS, in 2004, the State Legislature enacted SB 420 to clarify the scope of the Compassionate Use Act and provide additional statutory guidance regarding medical marijuana use. These statutes are codified at Health and Safety Code § 11362.7 et seq. and allow cities and counties to adopt supplemental rules and regulations; and

WHEREAS, on October 9, 2015, almost 20 years after passage of the Compassionate Use Act, the Governor signed the Medical Marijuana Regulation and Safety Act (“Act”), comprised of California legislative bills AB 243, AB 266, and SB 643. The Act creates a comprehensive state licensing system for the commercial cultivation, manufacture, retail sale, transport, distribution, delivery, and testing of medical cannabis, all subject to local control. One of the purposes of the Act is to ensure uniformity among jurisdictions that wished to allow commercial marijuana operations; and

WHEREAS, on June 27, 2016, the Governor signed SB 837, effective immediately, changing the terms in the Act from “medical marijuana” or “marijuana” to “medical cannabis” or “cannabis”, and making other technical changes to the Act. SB 837 also adopted regulations relating to the use and diversion of water in connection with the cultivation of cannabis; and

WHEREAS, pending before the voter this November is the Adult Use of Marijuana Act (“AUMA”). The purpose of AUMA is to establish a comprehensive system to legalize, control and regulate the cultivation, processing, manufacture, distribution, testing, and sale of nonmedical marijuana, including marijuana products. Adults, age 21 and older, will be allowed to possess marijuana and grow certain amounts at home for personal use; and

WHEREAS, in 2010, the City adopted Title 17, Chapter 17.02.435 and 17.07.01, of the Arvin Municipal Code pertaining to Medical Marijuana Dispensaries (Marijuana Ordinance). The Marijuana Ordinance places a complete ban on dispensaries in the City based upon various health, safety and welfare and land use findings relating to marijuana cultivation, dispensing, and consumption, which findings are incorporated herein by reference; and

WHEREAS, at the time the City adopted the Marijuana Ordinance, the issue of recreational cultivation and commercial marijuana operations, such as manufacturing, testing and distribution, were not considered an area of concern in need of regulation. Now, with the adoption of the Act and AUMA if it passes, these other commercial marijuana operations are imminent; and

WHEREAS, clear guidance is required in the City's Municipal Code so there is no ambiguity; and

WHEREAS, the City of Arvin has identified a number of health, safety, and welfare concerns associated with marijuana activities. These concerns are set forth in the original reports accompanying the Marijuana Ordinance, and are incorporated herein by reference. These concerns continue and have been exemplified throughout Kern County and the State as evidenced by numerous area agency police reports and news articles and stories. Some of the continued documented problems include offensive odors, trespassing, theft, violent encounters, fire hazards and problems associated with mold, fungus, and pests; and

WHEREAS, under the Act, and AUMA if it passes, the City retains its police powers and land use authority to regulate or ban marijuana activities, including commercial marijuana operations, cultivation, distribution and consumption for the health, safety, and welfare of the citizens of Arvin; and

WHEREAS, it is the intent of the City of Arvin to prohibit all outdoor cultivation of marijuana and regulate indoor cultivation of recreational marijuana should Proposition 64 pass.

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

SECTION 1. The above recitals are incorporated are hereby by reference.

SECTION 2. Chapter 8.29, of Title 8, of the Arvin Municipal Code is added and adopted in its entirety to read as follows:

Chapter 8.29

MARIJUANA

Section 8.29.01 Purpose and Intent

It is the purpose and intent of this Chapter to promote the health, safety, morals, and general welfare of the residents and businesses within the City by regulating the cultivation, processing, extraction, manufacturing, testing, distribution, transportation, sale, and consumption of marijuana, whether for medical purposes as currently allowed under State law, or for recreational use should recreational use become lawful under State law.

Section 8.29.02 Definitions

For purposes of this Chapter, the following definitions shall apply:

- (a) “Act” means the Medical Marijuana Regulation and Safety Act, now called the Medical Cannabis Regulation and Safety Act, including implementing regulations, as the Act and implementing regulations may be amended from time to time. The terms Act, Medical Marijuana Regulation and Safety Act, Medical Cannabis Regulation and Safety Act, may be used interchangeably, but shall have, the same meaning.
- (b) “Cannabis” or “marijuana” shall have the meaning set forth in California Business and Professions Code section 19300.S(f). Cannabis and marijuana may be used interchangeably, but shall have the same meaning.

- (c) “Collective or cooperative cultivation” means the association within California of qualified patients, persons with valid identification cards, and designated primary care givers to cultivate marijuana for medical purposes as may be allowed under the Compassionate Use Act, the Medical Marijuana Program Act, or the California Medical Cannabis Regulation and Safety Act adopted on October 9, 2015 with legislative bills AB 243, AB 266, and SB 643.
- (d) “Commercial marijuana operation” means any commercial cannabis activity as set forth in California Business and Professions Code section 19300.5(k) and allowed under the Act, and all uses permitted under any subsequently enacted State law pertaining to the same or similar uses for recreational cannabis.
- (e) “Delivery” means the commercial transfer of medical or recreational use marijuana and marijuana products from a dispensary as well as the use of any technology platform that enables persons, whether qualified patients, caregivers, or recreational users, to arrange for or facilitate the transfer.
- (f) “Marijuana dispensary” or “dispensary” means any facility or location, whether fixed or mobile, and any building or structure, including vending machines, which distributes, sells exchanges, processes, delivers, gives away, or where cannabis is made available to, distributed by, or distributed to more than two persons.
- (g) “Marijuana products” means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.
- (h) “Medical marijuana or medical marijuana use” means the use of cannabis for the purposes set forth in the Compassionate Use Act and the Medical Marijuana Program Act, California Health and Safety Code sections 11362.5 and 11362.7 et seq.
- (i) “Recreational marijuana or recreational marijuana use” means all uses of cannabis not included within the definition of medical marijuana use.
- (j) “Cultivation” means the planting, growing, harvesting, drying, processing, or storage of one or more marijuana plants or any part thereof in any location.

Section 8.29.03 Regulations applicable to the cultivation of recreational marijuana.

To the extent recreational marijuana use becomes legal under State law and the City is required to allow the cultivation of recreational marijuana under State law, the rules set forth herein shall apply. Nothing in this section shall be interpreted to permit commercial marijuana operations or marijuana dispensaries otherwise prohibited by this chapter.

(a) State law limits:

The cultivation of recreational marijuana shall be subject to the limits set forth in any applicable State law and this Municipal Code.

(b) Personal use cultivation:

The outdoor cultivation of recreational marijuana is prohibited in any location within the City of Arvin.

Indoor cultivation of recreational marijuana shall only be allowed if authorized by State law and is cultivated by a person of at least twenty-one (21) years of age or older within his/her private residence or in an accessory building if the property is detached single family residential.

Cultivation of recreational marijuana for personal use shall be subject to the following requirements:

(1) Permit:

Recreational marijuana cultivation is prohibited in any location within the City of Arvin without a permit issued by the Community Development Director or designee. The permit shall be valid for one (1) years time from the date it was issued. City staff shall inspect the recreational marijuana cultivation prior to issuing or renewing a permit. City staff shall not issue nor renew a permit for a recreational marijuana cultivation that violates this Chapter.

The permit fee for recreational marijuana cultivation shall be set by resolution of the City Council of the City of Arvin.

(2) Area:

The recreational marijuana cultivation on any one parcel of real property is limited to one of the following areas:

- (i) One secured room within a detached single family dwelling that does not exceed thirty-two (32) square feet; or
- (ii) One detached, outdoor structure, enclosed and covered, where the cultivation is concealed from view, and where the cultivation area does not exceed thirty-two (32) square feet.

This limit applies regardless of the number of persons residing in the residence. The cultivation area shall be a single designated area.

(3) Lighting:

Recreational marijuana cultivation lighting shall not exceed a total of 1200 watts.

(4) Building Code Requirements:

Any alterations or additions to the residence, including garages and accessory buildings, for marijuana cultivation shall be subject to applicable building and fire codes, including plumbing and electrical, and all applicable zoning codes, including lot coverage, set back, height requirements, and parking requirements.

Any alterations or additions shall be inspected and approved by City staff prior to any recreational cultivation of marijuana.

(5) Safety Materials:

The recreational marijuana cultivation area shall have a minimum of one working smoke detector/fire alarm, one carbon monoxide detector/alarm, or one combination smoke and carbon monoxide detector, and one fire extinguisher.

(6) Security:

The recreational marijuana cultivation area shall be secured in such a manner so as to prevent only the permitted cultivator to access the marijuana.

The cultivated recreational marijuana shall be stored in such a manner so as to secure the marijuana from theft and prevent anyone under the age of twenty-one (21) from accessing the cultivate recreational marijuana. Any window or entry way into the recreational marijuana cultivation area must be alarmed such that an occupant in other locations of the residence will be alerted in the event of unauthorized entry.

(7) Gas Products:

The use of gas products (CO₂, butane, propane, natural gas, etc.) for recreational marijuana cultivation or processing is prohibited.

(8) Evidence of Cultivation:

From a public right of way, other public space, or neighboring properties there shall be no exterior evidence of marijuana cultivation occurring on the site, including odors associated with cultivation.

(9) Residence:

The individual engaged in cultivation shall reside full time in the residence where the marijuana cultivation occurs.

(10) Cultivation elsewhere in City:

The individual shall not participate in marijuana cultivation in any other location within the City of Arvin.

(11) Incidental use:

The residence shall maintain a minimum of one kitchen, one bathroom, and one primary bedroom for their intended use and not to be used for recreational marijuana cultivation.

(12) Ventilation:

The marijuana cultivation area shall include a ventilation and filtration system designed to ensure that odors from the cultivation are not detectable beyond the residence, or property line for detached single family residential, and designed to prevent mold and moisture and otherwise protect the health and safety of persons residing in the residence and cultivating the marijuana. This shall include at a minimum, a system meeting the requirements of the current, adopted edition of the California Building Code § 1203.4 Natural Ventilation or § 402.3 Mechanical Ventilation (or its equivalent(s)).

(13) Storage of Chemicals:

Any chemicals used for recreational marijuana cultivation shall be stored outside of the habitable areas of the residence and outside of public view from neighboring properties and public rights of way. All chemicals not authorized by their manufacturer for indoor use are prohibited to be used or stored within the recreational marijuana cultivation area. All chemicals must be stored, and used, as directed by the manufacturer.

(14) Nuisance:

The marijuana cultivation area shall not adversely affect the health or safety of the nearby residents by creating dust, glare, heat, noise, noxious gasses, odor, smoke, traffic, vibration, or other impacts; and not be hazardous due to the use or storage of materials, processes, products or wastes, or from other actions related to the cultivation.

(15) Property Owner Authorization:

Unless the individual cultivating recreational marijuana is an owner of the residence, the written authorization of a property owner or property management company must be obtained prior to the cultivation of recreational marijuana. The authorization shall be on a form provided by the Community Development director or designee. The written authorization shall include, but is not limited to, the name of the individual intending to cultivate recreational marijuana, name of the property owner/property manager authorizing the cultivation,

the exact location of the recreational marijuana cultivation area, the notarized signature of the property owner/property manager authorizing the cultivation of recreational marijuana, and the penalties for failing to comply with the requirements of this Chapter. Such written authorization is required prior to the issuance of a permit or renewal of a permit.

(16) Police Department Notification:

Prior to obtaining a permit from the Community Development department for cultivation of recreational marijuana, applicants shall provide evidence they have informed the Police Department of the intent to cultivate marijuana, provided an address of the residence where the cultivation is proposed to occur, provided a depiction or diagram of the cultivation area within the residence, and have received a handout setting forth the owner and lessee responsibilities under this Chapter.

(17) Additional Requirements for Accessory Buildings:

The following additional requirements shall apply for personal use marijuana cultivation that occurs in an accessory building: the accessory building shall be secure, locked, and fully enclosed, with a ceiling, roof or top, and entirely opaque. The accessory building shall include a burglar alarm monitored by an alarm company or private security company. The accessory building, including all walls, doors, and the roof, shall be constructed with a firewall assembly of green board meeting the minimum building code requirements for residential structures and include material strong enough to prevent entry except through an open door.

(18) Posting:

For rental properties, a copy of the property owner or property manager's written authorization to cultivate recreational marijuana shall be posted in a conspicuous place in the cultivation area.

(d) Collective or Cooperative Cultivation:

The collective or cooperative cultivation of marijuana shall be prohibited in the City.

(e) Marijuana Dispensaries.

Marijuana dispensaries as defined in Section 8.29.02(f) are prohibited within the City.

(f) Deliveries.

The delivery of marijuana as defined in Section 8.29.02(e) is prohibited in the City regardless of whether the delivery is initiated within or outside of the City, and regardless of whether a technology platform is used for delivery by the dispensary.

Section 8.29.04 Additional Regulations applicable to the cultivation and use of medical marijuana.

[RESERVED]

Section 8.29.05 Regulations applicable to commercial marijuana operations.

[RESERVED]

Section 8.29.06 Regulations applicable to the consumption of marijuana.

No person shall smoke, ingest, or otherwise consume marijuana or marijuana products, whether recreational or medical, within the city limits of the City of Arvin, unless such smoking, ingesting or consumption occurs entirely within a private residence. "Within a private residence" shall mean inside habitable areas and shall not include garages, whether attached or detached, and other accessory buildings unless those buildings are at all times fully enclosed during the consumption.

Medical marijuana may also be consumed within a clinic, health care facility, residential care facility, or residential hospice licensed pursuant to applicable provisions of the California Health and Safety Code.

All consumption shall be done in a manner so as to not cause a nuisance to nearby residents with noxious odors or other adverse health and safety impacts.

Section 8.29.07 Violations.

The establishment, maintenance, operation, consumption, cultivation, delivery or dispensary of marijuana, in violation of this Chapter, within the City, is declared to be a public nuisance and subject to abatement.

Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation of this Chapter is committed, continued, or permitted by such person and shall be punished accordingly.

In all cases where the same offense is made punishable or is created by different clauses or sections of this Code, the City Attorney may elect under which to proceed; but not more than one recovery shall be had against the same person for the same offense.

In addition to the penalties provided by this Chapter, any condition caused or permitted to exist in violation of any of the provisions of this Chapter, or the provisions of any Chapter adopted by reference by this Code, shall be deemed a public nuisance and may be summarily abated by the City, and each day such condition continues shall be recorded as a new and separate offense.

Section 8.29.08 Criminal Penalties and Enforcement.

Violations of this Chapter for conduct that is not otherwise considered lawful under State law, shall be considered misdemeanors and are punishable in accordance with Chapter 1.08.010(B) of the Municipal Code. Each and every day, or portion thereof, a violation exists is a separate offense. The City may also pursue all applicable civil and administrative remedies, including but not limited to injunctive relief and administrative citations.

Should a court of competent jurisdiction subsequently determine that the criminal penalty provision renders this Chapter unlawful, the City intends that the misdemeanor provision be severable from the remaining penalty provisions and the City will only pursue non-criminal remedies for violations of this Chapter.

Section 8.29.09 Administrative Penalties.

With the exception of violations that are automatically deemed infractions under the Municipal Code, the administrative citation penalty for each and every marijuana plant cultivated or maintained in violation of this Chapter within a rolling twelve-month period shall be as follows:

- (1) First administrative citation: two hundred fifty and no/100ths dollars (\$250.00) per marijuana plant;
- (2) Second administrative citation: five hundred and no/100ths dollars (\$500.00) per marijuana plant;
- (3) Third administrative citation: one thousand and no/100ths dollars (\$1,000.00) per marijuana plant; and
- (4) One thousand and no/100ths dollars (\$1,000.00) per marijuana plant for each subsequent administrative citation.

With the exception of violations that are automatically deemed infractions under the Municipal Code, the administrative citation penalty for all other violations of this Chapter within a rolling twelve-month period shall be as follows:

- (1) First administrative citation: two hundred fifty and no/100ths dollars (\$250.00) per violation;
- (2) Second administrative citation: five hundred and no/100ths dollars (\$500.00) per violation;
- (3) Third administrative citation: one thousand and no/100ths dollars (\$1,000.00) per violation; and
- (4) One thousand and no/100ths dollars (\$1,000.00) per violation for each subsequent administrative citation.

Section 8.29.010 Notification of Abatement.

(a) Notice to Owner.

Except when the City elects to enforce through another process, such as through an administrative citation process, whenever the City or such City official having enforcement authority determines that property within the City is cultivating recreational marijuana in violation of this Chapter and seeks to abate the same, the enforcement official shall give written notice to the owner of the property and/or lessee of the property stating the violations with reference to the applicable code sections.

(b) Time to Correct.

The notice shall set forth a reasonable time limit for correcting the violation(s) and may also set forth suggested methods of correcting the same. Reasonable time to correct shall be dependent on the type and severity of the violation. The reasonable time to correct may, at the sole discretion of the City or such City official having enforcement authority over the violation, be extended or shortened.

(c) Service of Notice.

Notice shall be given either by personal service or by depositing the notice in the United States mail, postage prepaid, addressed to the property address of the residence. A copy may also be provided to the owner of such lot or parcel of land either by personal service or by depositing the notice in the United States mail, postage prepaid, to the name and address as it appears on the last available equalized assessment roll, supplemental roll of the County of Kern. If no such address appears, then a copy of the notice may be mailed to the property address, and is presumed to be notice to the owner. In order for an absentee owner to be subject to the penalties and costs described in this Chapter, notice must be provided by any method authorized by this subsection.

A copy of the notice may also be posted on the property in a conspicuous place. Where known, a copy may also be provided to the owner or occupant by email in the City's discretion. The failure of any person to receive the notice required by this section shall not affect the validity of any proceedings taken under this Chapter.

The notice shall bear the date of personal service or mailing and shall be in substantially the following form:

NOTICE TO ABATE PROPERTY NUISANCE

Site Address:

Assessor Parcel Number:

Date:

Notice is hereby given that the above-described property is a public nuisance in violation of the following codes: [set forth applicable code(s)]. A nuisance exists because [describe the nuisance]. You must abate the nuisance within [set forth applicable days]. There will be no further notice.

If the nuisance is not removed within the required time, the nuisance may be abated by the City of Arvin or a contractor hired by the City to remove the nuisance. The property owner will be billed for the cost of such abatement plus administrative fees. In addition, the property owner or other responsible party may be issued a citation and/or billed for the City's enforcement costs.

If you receive an invoice from the City for abatement, you will have fifteen (15) days from the issuance to pay the invoice. If you do not to pay the invoice within 15 days, the unpaid amount will be added to your property taxes as a special assessment against your property.

All persons having any objections to the proposed abatement may file an appeal in accordance with [identify code section]. The appeal must be in writing, filed with the City Clerk at 200 Campus Drive, Arvin, California, and received within [specify number of days] from the date of this Notice. The appeal must state the basis for the appeal with sufficient specificity so that the hearing officer or Board of Appeals can understand the basis for the appeal and must include the name, address, and telephone number of the person filing the appeal. Failure to file a timely appeal will result in the City proceeding with the work required at your expense in a timely fashion without further notice or hearing.

If the nuisance condition(s) create an imminent danger to the public, the appeal may be considered after abatement of the nuisance.

DATED: this _____ day of _____, 20__.

[ENFORCEMENT OFFICIAL NAME AND TITLE]

CITY OF ARVIN, CALIFORNIA

(d) Calendar Days.

Unless otherwise specified, days as used in this article shall mean calendar days.

Section 8.29.011 Method of Abatement by the City.

City abatement of the nuisance may be performed by contract or by City crews. When the abatement is performed by contract, the contractor shall keep an account of the cost of the abatement on each separate parcel of land where work is performed, including adjoining sidewalk and street/alley areas, and shall submit an itemized written report showing such cost to the enforcement official for verification. When

the abatement work is performed by City crews, the City shall keep an account of the cost of the abatement on each separate parcel of land where work is performed, including adjoining sidewalk and street/alley areas, and shall submit an itemized report showing such cost to the enforcement official for verification.

Section 8.29.012 Cost Recovery.

The City may recover its abatement and enforcement costs. Unless the particular provision or the context otherwise requires, the definitions and provisions contained in this section shall govern the construction, meaning, and application of words and phrases used in this Chapter.

For the purpose of this Chapter the following additional definitions apply:

(a) Abatement Costs.

The actual and reasonable costs incurred by the City to abate a public nuisance. These costs include all direct and indirect costs to the City that result from the total abatement action, including, but not limited to, investigation costs, costs to enforce the Municipal Code and any applicable Federal, State or County law, clerical and administrative costs to process paperwork, costs incurred to provide notices and prepare for and conduct administrative appeal hearings, and costs to conduct actual abatement of the nuisance. Costs include staff costs, administrative overhead, costs for equipment, such as cameras and vehicles, staff time to hire a contractor, and reasonable attorneys' fees incurred by the City. Costs also include those incurred in seeking cost recovery. Abatement costs may be established in the Master Administrative Fee Schedule.

(b) Enforcement Costs.

Enforcement costs shall include all actual and reasonable costs incurred by the City to enforce compliance with the Municipal Code and any applicable Federal, State, County or City public health and safety law that are not included within abatement costs. These enforcement costs include, but are not limited to, actual cost of the enforcing department services including, but not limited to, costs of personnel, including costs of worker's compensation benefits, fringe benefits, administrative overhead, costs of equipment, costs of materials, costs related to investigations pursuant to the Municipal Code or Federal, State or County law, costs related to issuing and defending administrative or court citations, costs incurred investigating and abating violations of the Municipal Code or Federal, State or County law violations, and reasonable attorneys' fees. Enforcement costs include multiple response and similar costs as permitted by this chapter. Costs also include those incurred in seeking cost recovery.

(c) Penalties.

Penalties for purposes of this Chapter do not include criminal fines.

(d) Record Owner.

The person to whom land is assessed as shown on the last available equalized assessment roll, supplemental roll of the County, or as otherwise known to the enforcement official or his/her designee by virtue of more recent or reliable information.

(e) Responsible Party.

A person or entity identified by the Municipal Code or law as responsible for creating, causing, committing, or maintaining the violation of the Municipal Code or law and/or responsible for the abatement of a Municipal Code or law violation, including public nuisance, as defined in this section.

(f) Subject Property.

The real property that is the subject of any enforcement or abatement action by the City for which the City incurred costs sought to be recovered under this Chapter.

Section 8.29.013 Abatement and Enforcement Costs and Penalties.

(a) Special Assessment and Lien or Personal Obligation.

The cost of abating a public nuisance and/or enforcing this Chapter or applicable Federal, State or County law shall either be a special assessment and lien on the subject property or the personal obligation of the owner of the subject property and/or the person responsible for creating, causing, committing or maintaining the public nuisance or violating this Chapter or Federal, State or County law. If there is more than one responsible party, each responsible party shall be jointly and severally liable for the costs. Costs incurred by the City are recoverable even if a public nuisance, Municipal Code, or other law violation is corrected by the property owner or other responsible party.

(b) Applicability.

This article shall govern the procedures used to recover all abatement and enforcement costs incurred by the City in the abatement of a public nuisance or violation of this Chapter and/or the enforcement of this Chapter or other law pursuant to the procedures and authority found in the Municipal Code. Additionally, this article shall govern the procedures used to recover administrative penalties and costs as well as multiple response costs imposed pursuant to the procedures and authority found in the Municipal Code.

(c) Cumulative Remedies.

The remedies provided in this article shall be cumulative to any other provided in the Municipal Code or by law.

(d) Payment Plan.

Nothing in this article shall prevent the City at any time from accepting payment for unpaid costs or penalties in whole or by way of a payment plan.

Section 8.29.014 Invoice of Costs.

(a) Accounting.

The enforcing department shall keep an itemized account of the abatement and/or enforcement costs incurred by the City. Those costs shall be detailed in a report that includes a description of the abatement and/or enforcement action taken by the City; a statement as to whether the monies to be collected are abatement costs, enforcement costs, or penalties; and where applicable a description of the subject property. Any such report may include costs or penalties on any number of properties, whether or not contiguous to each other.

(b) Applicability.

The enforcing department shall invoice the noticed party for the costs incurred by the City, except that an invoice is not necessary for administrative citations and other fixed penalties where notice of the penalty and an opportunity for appeal of the underlying violation has been provided.

(c) Invoice.

The invoice shall notify the noticed party of the following:

- (i) A description of the abatement or enforcement action taken by the City, where applicable a description of the property subject to the abatement or enforcement, and the total amount of the costs incurred by the City. The requirements of this subsection may be met by providing the noticed party with a copy of the report required by subsection (a) of this section.
- (ii) That should the noticed party fail to pay the costs within thirty (30) days from the date of service of the invoice the costs may be collected in any or all of the following ways: by a collection agency as a personal obligation, by the City Attorney's Office through judicial action, or as a special assessment and lien attached to the subject property.
- (iii) That the noticed party has a right to administrative review of the accounting of the costs incurred by the City by filing a written request for such review with the City Clerk within fifteen (15) days of the date of the invoice, and that a failure to request administrative review will be deemed a waiver of a right to review of the amount of the costs.

- (iv) That before a special assessment is placed on the subject property, the costs will be confirmed by the City Council and a notice will be issued at least fifteen (15) days before the Council meeting.
- (v) That the invoice may be recorded as a Notice of Costs or Penalties in the Kern County Recorder's Office.

(d) Recording.

The enforcing department may record the invoice as a Notice of Costs or Penalties in the Kern County Recorder's Office. Once payment is received for the outstanding costs and/or penalties, or any reduction of costs following administrative review, and no further action will be taken under this article, the enforcing department shall record a Notice of Satisfaction.

Section 8.29.013 Administrative Review of Costs.

(a) Right to Administrative Review.

A noticed party shall have the right to administrative review of the accounting of the costs incurred by the City by filing a written request for such review with the City Clerk within fifteen (15) days of the date of the invoice. A failure to timely request administrative review will be deemed a waiver of a right to review of the amount of the costs.

(b) Procedures for Administrative Review.

If a request for administrative review is timely filed, the City Clerk shall deliver a copy of the accounting report, invoice, and request for administrative review to the Hearing Officer or his/her designee, which may include the appointment of a hearing officer, who shall set a date and time to review the accounting report and invoice with the requesting party. The administrative review shall be an informal proceeding where the enforcement department and requesting party may present any evidence they deem pertinent to the amount of the costs. The scope of review shall be limited to the amount of the costs unless there has been no opportunity for a hearing on the underlying violation.

(c) Hearing Officer Decision.

The Hearing Officer may affirm or reduce the costs if he/she determines that they are not supported by the evidence or upon a showing that the costs were unnecessary or unreasonable. The Hearing Officer will not pass upon the validity of the underlying enforcement action or the amount of any penalties unless there has been no opportunity for a hearing of the underlying action. The Hearing Officer decision shall be memorialized in writing. The City Manager or his/her designee may approve a payment plan for the costs.

(d) Time for Payment.

The requesting party shall have thirty (30) days from the date of the Hearing Officer's decision to pay the costs, unless a payment plan is approved, in which case the costs shall be paid in accordance with the payment plan.

(e) Prior Hearing.

There is no right to administrative review if the costs have already been approved by a court of competent jurisdiction. There is no right to administrative review to confirm costs under this section if they have been previously upheld in an abatement or other administrative hearing held under the Municipal Code.

Section 8.29.014 Recovery of Penalties.

Administrative penalties unpaid after the required time set forth in the Municipal Code, or within fifteen (15) days from the final decision after an appeal, may be collected in the manner set forth in this article except the City is not required to send an invoice under Section 8.29.012. Interest shall accrue at a rate of ten percent (10%) per year on unpaid penalties until paid. Penalties and interest may only be made a lien or special assessment upon a subject property when the record owner of the property was issued and properly noticed with the citation or other basis for the penalty.

Section 8.29.015 Recovery of Abatement and Enforcement Costs.

Abatement and enforcement costs unpaid after the required time set forth in this Chapter may be collected in the matter set forth in this article. To collect costs under these procedures, the City must send an invoice under Section 8.29.012. Interest shall accrue at a rate of ten percent (10%) per year on unpaid costs until paid.

Section 8.29.016 Personal Obligation.

Any costs or penalties subject to collection under this Chapter may be recovered as a personal obligation against the responsible party and may be referred to a collection agency or the City Attorney's Office for collection. Upon referral of these costs and obligations, the collection agency and the City Attorney's Office may seek collection through any legal means provided to them, including judicial action. Nothing in this section shall be affected by or affect the City's use of any other procedure provided in this article or by law to collect unpaid costs and penalties. In a judicial action to recover abatement costs, the City Attorney's Office may elect to recover attorneys' fees. In any action in which the City Attorney's Office elects to recover attorneys' fees under this section, attorneys' fees will be recovered by the prevailing party.

Section 8.29.017 Special Assessment and Lien.

(a) Collection.

Unpaid penalties, abatement costs, and enforcement costs that relate to a property related violation may be confirmed by the City Council

as a special assessment and collected with property taxes or as a judgment lien.

(b) Notice.

Notice of a public meeting to confirm the penalties and/or costs shall be provided to all noticed parties by the enforcing department or City Clerk at least fifteen (15) days before the meeting. The notice shall: (i) contain a description of the subject property sufficient to enable the person(s) served to identify it; (ii) shall state that the City intends to collect unpaid costs or penalties by placing a lien or a special assessment on the subject property; (iii) shall specify the day, hour and place where the Council will hear and pass upon the penalties and/or costs; (iv) shall specify that the property may, in some cases, be sold after three (3) years by the Tax Collector pursuant to Revenue and Tax Code Section 3691 for unpaid delinquent assessments or be subject to judicial foreclosure before the three (3) years; and (v) shall specify that any noticed party may appear at the Council meeting and present objections to the lien or assessment.

(c) Service of Notice.

Notice shall be given either by personal service or by depositing the notice in the United States mail, postage prepaid, addressed to the owner of such lot or parcel of land and/or lessee as it appears on the last available equalized assessment roll, supplemental roll of the County of Kern, or as otherwise known to the City by virtue of more recent or reliable information. If no address appears or is known to the City, then a copy of the notice may be mailed to the property address. A copy of the notice may also be posted on the property in a conspicuous place. Where known, a copy may also be provided by email. The failure of any person to receive the notice required by this section shall not affect the validity of any proceedings taken under this Chapter.

(d) Confirmation by City Council.

During the Council meeting the Council may adopt a resolution confirming the amount of the penalties and costs, or any lesser amount, based upon staff reports and any public comments received during the meeting. The City Council shall take into consideration whether any noticed party sought administrative review of the costs and shall only reduce the costs if (i) the noticed party sought administrative review, and (ii) the decision of the General Services Director is not supported by substantial evidence in the record. The basis for the code enforcement action will not be the subject of the Council's consideration.

Where the costs have already been approved by a court of competent jurisdiction or the penalties have been previously upheld in an abatement or other administrative hearing held under the Municipal Code, the Council shall simply confirm the costs or penalties.

The Council may confirm the costs for more than one property in a single resolution. If the Council confirms the costs, the procedures set forth in this section may be utilized.

(e) Time to Contest Confirmed Special Assessment or Lien.

The validity of any special assessment or lien levied under the provisions of this section shall not be contested in any action or proceeding unless such action or proceeding is commenced within thirty (30) days after the special assessment is confirmed by the City Council.

(f) Recording.

Immediately upon the Council's confirmation of costs or penalties, the City Clerk shall record a Notice of Special Assessment and Lien in the Kern County Recorder's Office, which shall constitute a lien on that property for the amount of the assessment, except that if any real property to which the lien would attach has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrancer for value has been created and attaches thereon, prior to the date on which the first installment of taxes that included the special assessment imposed under this section would become delinquent, then the lien that would otherwise be imposed by this section shall not attach to real property and the costs of abatement and enforcement relating to the property shall be transferred to the unsecured roll for collection.

(g) Form of Notice of Special Assessment and Lien.

The Notice of Special Assessment and Lien for recordation shall be in the form substantially as follows:

NOTICE OF SPECIAL ASSESSMENT AND LIEN

(Claim of the City of Arvin)

Under authority vested by provision of Chapter __, Article __, of the Arvin Municipal Code, the City of Arvin did on or about the ___ day of _____, 20__, assess [describe penalties, abatement costs, enforcement costs] on the real property hereinafter described; and the same has not been paid nor any part thereof and the City of Arvin does hereby claim a lien for such [penalties, abatement costs, and enforcement costs] to wit: the sum of _____ dollars, plus legal rate

of interest to be accrued from the date of recording this lien, and any and all administrative costs to file and record the lien. The same shall be a lien upon the real property until it has been paid in full and discharged of record.

The real property hereinafter mentioned, upon which a lien is claimed, is that certain parcel of land in the City of Arvin, County of Kern, State of California, more particularly described as follows:

DATED: this ___ day of _____, 20__

_____ City of Arvin

(Job Title)

(h) Collection with Taxes.

After confirmation and recordation, a copy may be turned over to the Kern County Tax Collector. At that point, it will be the duty of the Tax Collector to add the amounts of the respective assessments to the next regular tax bills levied against the lots and parcels of land for municipal purposes. Those amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and procedures and sale in the cases of delinquency as provided for with ordinary municipal taxes.

(i) Foreclosure.

After confirmation and recording, the lien may be also be foreclosed by judicial or other sale in the manner and means provided by law. The City may recover from the record property owners any costs incurred regarding a foreclosure action.

(j) Priority.

A special assessment and lien imposed under this section shall have the priority of a tax lien, unless prohibited by State law, in which case the special assessment and lien shall have the priority of a judgment lien.

(k) Release of Lien.

Once payment in full is received for the special assessment and lien, including applicable penalties, administrative fees and interest charges; or the amount is deemed satisfied pursuant to a subsequent administrative or judicial order; or the City has entered into some other arrangement with the property owner for satisfaction of the assessment; the enforcing department shall either record a Notice of Satisfaction or provide the property owner or financial institution

with the Notice of Satisfaction so they can record the Notice with the Kern County Recorder's Office.

(l) Refund.

The Council may order a refund of all or part of a tax paid pursuant to this section if it finds that all or part of the tax has been erroneously levied. A tax or part thereof shall not be refunded unless a claim is filed with the City Clerk in accordance with the City's claim filing requirements, and in no event later than November 1st after the tax became due and payable. The claim shall be verified by the person who paid the tax, or his/her guardian, executor or administrator.

Section 8.29.018 Judicial Review.

Judicial review of a decision made under this Chapter may be had by filing a petition for a writ of mandate with the superior court in accordance with the provisions of the California Code of Civil Procedure Section 1094.5. Any such petition shall be filed within ninety (90) days after the day the decision becomes final as provided in California Code of Civil Procedure Section 1994.6, which shall be applicable for such actions.

Section 8.29.019 Severability

If any article, section, sentence, clause or phrase of this Chapter is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Chapter. The Council hereby declares that it would have adopted this chapter and adopted each article, section, sentence, clause or phrase thereof, irrespective of the fact that any one or more articles, sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 3: EFFECTIVE DATE.

This ordinance shall take effect and be in full force and effect from and after thirty (30) days after its final passage and adoption, and immediately prior to the effective date of, and contingent upon, passage of Proposition 64. Within fifteen (15) days after its adoption, the ordinance, or a summary of the ordinance, shall be published once in a newspaper of general circulation.

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I HEREBY CERTIFY that the foregoing Ordinance was introduced by the City Council after waiving reading, except by Title, at a regular meeting thereof held on the ____ day of _____ 2016, and adopted the Ordinance after the second reading at a regular meeting held on the ____ day of _____ 2016, by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST

CECILIA VELA, City Clerk

CITY OF ARVIN

By: _____
JOSE FLORES, Mayor

APPROVED AS TO FORM:

By: _____
SHANNON L. CHAFFIN, City Attorney
Aleshire & Wynder, LLP

I, _____, City Clerk of the City of Arvin, California, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of the Ordinance passed and adopted by the City Council of the City of Arvin on the date and by the vote indicated herein.



CITY OF ARVIN Staff Report

Meeting Date: October 18, 2016

TO: Arvin City Council

FROM: Robin Dickerson; City Engineer
Alfonso Noyola; City Manager

SUBJECT: Consideration and Adoption of a Resolution for a One-Time Revision of Traffic Impact Fees for Country Sweet Produce as to Three Structures and Directing Staff Review the Traffic Impact Fees for Commercial and Industrial Uses to Address Variation in Rates for Seasonal Uses and Rates for Trips Generated by Trucks Versus Passenger Vehicles.

BACKGROUND:

Country Sweet Produce applied for a building permit to construct three (3) produce storage buildings at their site located at 810 S. Derby in Arvin, CA. Each of the three storage building is 10,000 square feet in gross area. The current adopted traffic impact fee for industrial use is \$7,874 per 1000 square feet of floor area. At the current adopted rate, the traffic impact fee for each of the three buildings is \$78,740, for a total traffic impact fee of \$236,220 for all three buildings. Use of square footage is an accurate proxy for determining traffic impacts. However, the applicant did not believe traffic generated by their proposed buildings warranted such a fee in this particular instance due to the fact the buildings are proposed to be used only seasonally.

At a special Council Meeting held on August 9, 2016 the City Council allowed Country Sweet Produce to obtain their building permit and deferred the traffic impact fees until occupancy so that a traffic engineer could determine the trips generated and that City Staff could review the traffic impact fees and provide a recommendation to council for commercial/industrial facilities having only seasonal use/traffic impact.

Country Sweets Produce hired Ruetggers and Schuler to determine the trips generated by the facility and a reasonable traffic impact fee. Based on a letter prepared by Ruetggers and Schuler dated September 13, 2016 the average daily trips generated by the facility is 34.4 trips. The traffic engineer had reviewed several fee rates and determined the Arvin residential rate to be reasonable for the proposed traffic use. Based on the information provided by the Traffic Engineer the new traffic impact fee for the 3 proposed building is \$14,173.

Pursuant to the State of California Law, including the Mitigation Fee Act, Government Code Section 66000, et seq, is permitted to establish and revise fees for the construction and financing of public facilities necessitated by new development projects.

The original Traffic Fee Impact was adopted April 17, 1998 by Resolution No. 98-11 and later increased on June 23, 2009 by Resolution No. 09-38. In April 2014 the City hired C2 Consult to prepare an update to traffic impact fee study prepared in June 2009 by TPG Consulting. The study took into account a reduction in the number of roadways for which future road improvements are programmed, a change to street design standards and changes to the amount of funding expected from outside sources. The analysis resulted in a reduction in some of the traffic impact fees for residential only.

Each of the traffic impact fee resolutions adopting changes to the traffic impact fees were supported by staff reports, fee studies and other documentation, in compliance with the Mitigation Fee Act (Government Code Section et. seq.) that identified the purpose of the fees and the public facilities to be

financed; established a reasonable relationship between the use of the fees and the type of development projects, and the need for the facilities and the type of projects; and established a reasonable relationship between the amount of the fees and the cost of the public facilities attributable to the development projects.

FINANCIAL IMPACT:

The Traffic Impact Fees collected for the building permit from Country Sweet Produce will be \$14,173.

Future Traffic Impact Fees will vary based on the final decision of the council, the rates the council sets, and the size of the buildings or the trips generated by each project.

RECOMMENDATION:

Staff recommends the Council consider and adopt a Resolution that:

1. Sets the Traffic Impact Fee rate of \$412 per trip for a total of Traffic Impact fee of \$14,173 for the three buildings being constructed by Country Sweet Produce. (This will be contingent upon Country Sweet Produce obtaining Site Plan approvals required by the Municipal Code, agreeing that any future buildings will be required to pay the rate in effect at the time the building permits are secured, and paying the traffic impact fee at the reduced rate); and
2. Direct staff directed to review the traffic fee impact rates for commercial and industrial uses and return with recommendations for revisions, if any, to allow for variations in fees for seasonal usage and truck trips versus passenger vehicle trips.

ATTACHMENTS:

Staff report from August 9, 2016

Letter from Ruettgers and Schuler dated September 13, 2016

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN AUTHORIZING A ONE-TIME REDUCTION IN TRAFFIC IMPACT FEES FOR COUNTRY SWEET PRODUCE AS TO THREE STRUCTURES AND DIRECTING STAFF REVIEW THE TRAFFIC IMPACT FEES FOR COMMERCIAL AND INDUSTRIAL USES TO ADDRESS VARIATION IN RATES FOR SEASONAL USES AND RATES FOR TRIPS GENERATED BY TRUCKS VERSUS PASSENGER VEHICLES

WHEREAS, Country Sweet Produce applied for a building permit to construct three (3) produce storage buildings at their site located at 810 S. Derby in Arvin, CA. Each of the three storage buildings is 10,000 square feet in gross area. The current adopted traffic impact fee for industrial use is \$7,874 per 1,000 square feet of floor area.

WHEREAS, at the current adopted rate, the traffic impact fee for each of the three buildings is \$78,740, for a total traffic impact fee of \$236,220 for all three buildings.

WHEREAS, use of square footage is an accurate proxy for determining traffic impacts. However, the applicant did not believe traffic generated by their proposed buildings warranted such a fee in this particular instance due to the fact the buildings are proposed to be used only seasonally, etc.

WHEREAS, at a special Council Meeting held on August 9, 2016 the City Council allowed Country Sweet Produce to obtain their building permit and deferred the traffic impact fees until occupancy so that a traffic engineer could determine the trips generated and that City Staff could review the traffic impact fees and provide a recommendation to council for commercial/industrial facilities having only seasonal use/traffic impact.

WHEREAS, Country Sweets Produce hired Ruettggers and Schuler to determine the trips generated by the facility and a reasonable traffic impact fee. Based on a letter prepared by Ruettggers and Schuler dated September 13, 2016 the average daily trips generated by the facility is 34.4 trips.

WHEREAS, the traffic engineer had reviewed several fee rates and determined the Arvin residential rate to be reasonable for the proposed traffic use. Based on the information provided by the traffic engineer the new traffic impact fee for the 3 proposed building is \$14,173.

WHEREAS, the City Council desires to review the commercial and industrial traffic fee impact rates and provide recommendations for revisions to the current rates allowing for variations in fees for seasonal usage and truck trips versus passenger vehicle trips.

WHEREAS, to complete this review would delay occupancy of the three structures being proposed by Country Sweet Produce unless it were to pay \$236,220, which is apparently financially infeasible, may not allow operations during the harvest season when the structures are proposed to be used, and may not be accurately reflect traffic impacts based upon unique considerations for this particular project including seasonal use, etc.

WHEREAS, under these circumstances, the City Council desires to allow Country Sweet Produce to use the traffic impact fee of a total of \$14,173 on a one-time basis for the three buildings based upon its traffic study, but does not want to adjust any other traffic impact fees until the City has had an opportunity to more fully assess traffic impact fees for commercial and industrial uses itself, and desires

that any additional buildings constructed by Country Sweet Produce pay impact fees at the rate then currently in effect when building permits are issued.

NOW, THEREFORE, the City Council of the City of Arvin does resolve as follows:

1. The City Council adopts a temporary, one-time, traffic impact fee rate of \$412 per trip for a total of traffic impact fee of \$14,173.00 for the three buildings currently being constructed by Country Sweet Produce at 810 S. Derby in Arvin, CA. This temporary, one-time, traffic impact fee is contingent upon i) Country Sweet Produce signing an acknowledgement that this rate is only applicable to the three buildings currently being constructed under issued building permits, that any future construction will be required to pay the rate then in effect when building permits are issued, and agreeing to this as a condition on Site Plan Review Application No. 2016-03; ii) obtaining approval of Site Plan Review Application No. 2016-03; and iii) payment of \$14,173 for the traffic impact fees. Once these contingencies have been met, staff are directed to refund to Country Sweet Produce any traffic impact fees, if any, previously paid in excess of \$14,173 for the three buildings currently being constructed.

2. City staff are directed to review the traffic fee impact rates for commercial and industrial uses and return with recommendations for revisions, if any, to allow for variations in fees for seasonal usage and truck trips versus passenger vehicle trips.

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Arvin at a regular meeting thereof held on the 18th day of October, 2016 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST

CECILIA VELA, City Clerk

CITY OF ARVIN

By: _____
JOSE FLORES, Mayor

APPROVED AS TO FORM:

By: _____
SHANNON L. CHAFFIN, City Attorney
Aleshire & Wynder, LLP

I, _____, City Clerk of the City of Arvin, California, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of Arvin on the date and by the vote indicated herein.



**CITY OF ARVIN
Agenda Report**

Meeting Date: August 9, 2016

TO: Arvin City Council

**FROM: David Brletic, City Planner
Alfonso Noyola, City Manager**

SUBJECT: Consideration and approval of issuance of building permit for Country Sweet Produce with conditions and direct staff to take all necessary steps to return to Council with a recommendation regarding traffic impact fees for commercial facilities having only a seasonal use/traffic impact.

BACKGROUND:

Country Sweet Produce has applied for a Building Permit to construct three (3) produce storage buildings at their site at 810 S. Derby in Arvin. Each of the three storage building is to be 10,000 square feet in gross area. The currently adopted traffic impact fee (attached) for industrial uses is \$7,874 per 1,000 square feet of floor area. At the current adopted rate, the traffic impact fee for each of the three building is \$78,740, totaling a traffic impact fee of \$236,220 for all three buildings. The applicant does not believe traffic generated by their proposed buildings warrants such a fee. The applicant is requesting that the City Council review the adopted Traffic impact fee and consider a possible reduction.

In March of 2015, responding to a request by residential developers, the City Council directed staff to analyze the Traffic impact fee. The City Council reviewed traffic analysis presented by staff and adopted a reduced Traffic impact fee for residential uses. This reduction was based the removal of several street and signals from the list of improvements consistent with the General Plan. The March 3, 2015 staff report is attached.

There are several options going forward for Council consideration of a reduced Traffic Impact Fee for this particular project.

1. Staff review the report from 2015 and could apply some of the same analysis to the Traffic impact fee and determine a fee based on this model.
2. Staff could utilize the current traffic impact fee for residential, thus driving the overall traffic impact fee down by more than 50 percent.
3. Staff directs the owner to conduct a traffic analysis to determine the trips the business would generate. This trip analysis would then be applied to an approved formula to determine the traffic impact fee for this particular project.

FINANCIAL IMPACT:

The alternatives being explored would have varying impacts. Reduction of impact fees would result in a reduction of available development funds for traffic improvements identified in the Traffic Impact Fee Study and the Arvin Circulation Element.

RECOMMENDATION:

Staff recommends the Council authorize issuance of building permit for Country Sweet Produce, with a condition to pay all traffic impact fees before occupancy, and direct staff to take all necessary steps to return to council with a recommendation regarding traffic impact fees for commercial facilities having only a seasonal use/traffic impact.

ATTACHMENTS

Current Development Impact Fees

Update to Traffic Impact Fee Staff Report to Arvin City Council dated March 3, 2015.

Arvin Development Impact Fees - 2015

Type of Land Use	Impact Fee					
	Police	Parks	Sewer	Schools (contact Arvin Union School District) (661) 854-6500	Traffic	Water (contact Arvin Community Services District) (661) 854-2127
Residential						
single family dwelling	\$150/unit	\$2,500/unit	\$4,400/unit	\$7.79 sq.ft.	\$3,942.84/unit	\$4,160/unit
duplex	\$100/unit	\$2,500/unit	\$4,400/unit	\$7.79 sq.ft.	\$2,739.80/unit	contact ACSD
triplex	\$100/unit	\$2,500/unit	\$3,960/unit	\$7.79 sq.ft.	\$2,739.80/unit	contact ACSD
4-plex or larger	\$100/unit	\$2,500/unit	\$3,960/unit	\$7.79 sq.ft.	\$2,739.80/unit	contact ACSD
motels and hotels	\$350/acre		\$1,320/unit	\$.51 sq. ft.	\$7,874/1000 sq. ft.	contact ACSD
convalescent hospitals	\$350/acre		\$1,320/bed	\$.51 sq. ft.	\$7,874/1000 sq. ft.	contact ACSD
rest/nursing homes	\$350/acre		\$1,320/bed	\$.51 sq. ft.	\$7,874/1000 sq. ft.	contact ACSD
Commercial						
small retail shops/offices	\$350/acre		\$4,400/bldg.	\$.51 sq. ft.	\$7,874/1000 sq. ft.	contact ACSD
laundries/dry cleaners	\$350/acre		\$2,112/machine	\$.51 sq. ft.	\$7,874/1000 sq. ft.	contact ACSD
medical/dental offices	\$350/acre		\$11,000/bldg.	\$.51 sq. ft.	\$7,874/1000 sq. ft.	contact ACSD
supermarkets	\$350/acre		\$158,400/bldg.	\$.51 sq. ft.	\$7,874/1000 sq. ft.	contact ACSD
grocery stores	\$350/acre		\$16,280/bldg.	\$.51 sq. ft.	\$7,874/1000 sq. ft.	contact ACSD
restaurants(less than 35 seats)	\$350/acre		\$17,160/bldg.	\$.51 sq. ft.	\$7,874/1000 sq. ft.	contact ACSD
restaurants (35 seats or larger)	\$350/acre		\$25,080/bldg.	\$.51 sq. ft.	\$7,874/1000 sq. ft.	contact ACSD
bars/taverns/lounges	\$350/acre		\$15,840/bldg.	\$.51 sq. ft.	\$7,874/1000 sq. ft.	contact ACSD
car washes	\$350/acre		\$7,700/stall	\$.51 sq. ft.	\$7,874/1000 sq. ft.	contact ACSD
service stations	\$350/acre		\$6,160/bldg.	\$.51 sq. ft.	\$7,874/1000 sq. ft.	contact ACSD
auto repair shops	\$350/acre		\$6,160/bldg.	\$.51 sq. ft.	\$7,874/1000 sq. ft.	contact ACSD
mortuaries and kennels	\$350/acre		\$6,600/bldg.	\$.51 sq. ft.	\$7,874/1000 sq. ft.	contact ACSD
recreational uses	\$350/acre		\$17,600/facility	\$.51 sq. ft.	\$7,874/1000 sq. ft.	contact ACSD
Quasi-Public/Public						
churches	\$350/acre		\$4,840/bldg.		\$7,874/1000 sq. ft.	contact ACSD
schools	\$350/acre		\$136/student		\$7,874/1000 sq. ft.	contact ACSD
Industry*						
food processing	\$350/acre		\$25,080/bldg.	\$.51 sq. ft.	\$7,874/1000 sq. ft.	contact ACSD
light manufacturing uses	\$350/acre		\$4,400/bldg.	\$.51 sq. ft.	\$7,874/1000 sq. ft.	contact ACSD
Public/Private Users not listed						
use with 14 employees or less	\$350/acre		\$4,400/use	\$.51 sq. ft.	\$7,874/1000 sq. ft.	contact ACSD
use with 15 employees or more	\$350/acre		\$4,400 plus \$2,200 per employee	\$.51 sq. ft.	\$7,874/1000 sq. ft.	contact ACSD

Note: Fees for schools and water are collected separately by Arvin Union Schools and Arvin Community Services District. These agencies may adjust fees independently. Please contact these agencies for the most current fee schedule.



**CITY OF ARVIN
STAFF REPORT**

Meeting Date: March 3, 2015

TO: Arvin Planning Commission
FROM: Karl Schoettler, Planning Consultant
SUBJECT: Update of Arvin Traffic Impact Fee

Summary/Overview

The City Council has directed staff to review and update Arvin's traffic impact fee. The current fee of \$799 per trip was adopted in 2009 and there seems to be consensus that the traffic fee is abnormally high. This may be causing developers to not develop in Arvin. More recently the City Council adopted a temporary fee of \$460 per trip for residential development.

The City has contracted with the firm of "C2 Consult" to update the fee. A copy of the draft fee study is attached for Council's review. As noted previously the current traffic impact fee is set at \$799 per vehicle trip for residential uses, (with a separate flat rate fee for commercial and industrial development). The study suggests the fee be revised to \$412 per vehicle trip.

Analysis

As the Council is aware, the traffic impact fee is charged to new development projects and funds accrued are used to make improvements to the City's street system. The fee is based on several factors, including:

- Improvements to the street system that have been identified by the City, and the cost to make those improvements;
- The number of vehicle trips that future development projects will generate;
- Other sources of revenue available to the City to make improvements to roadways.

The existing fee was based on a study in 2009 that considered all of these factors. However at that time the City was still thinking that growth would be very rapid and the study used a very large area (and number of roadway projects) to which the fee would be applied. Since the fee was adopted growth has slowed considerably – however the fee is still based on very robust growth projections and a large list of road projects.

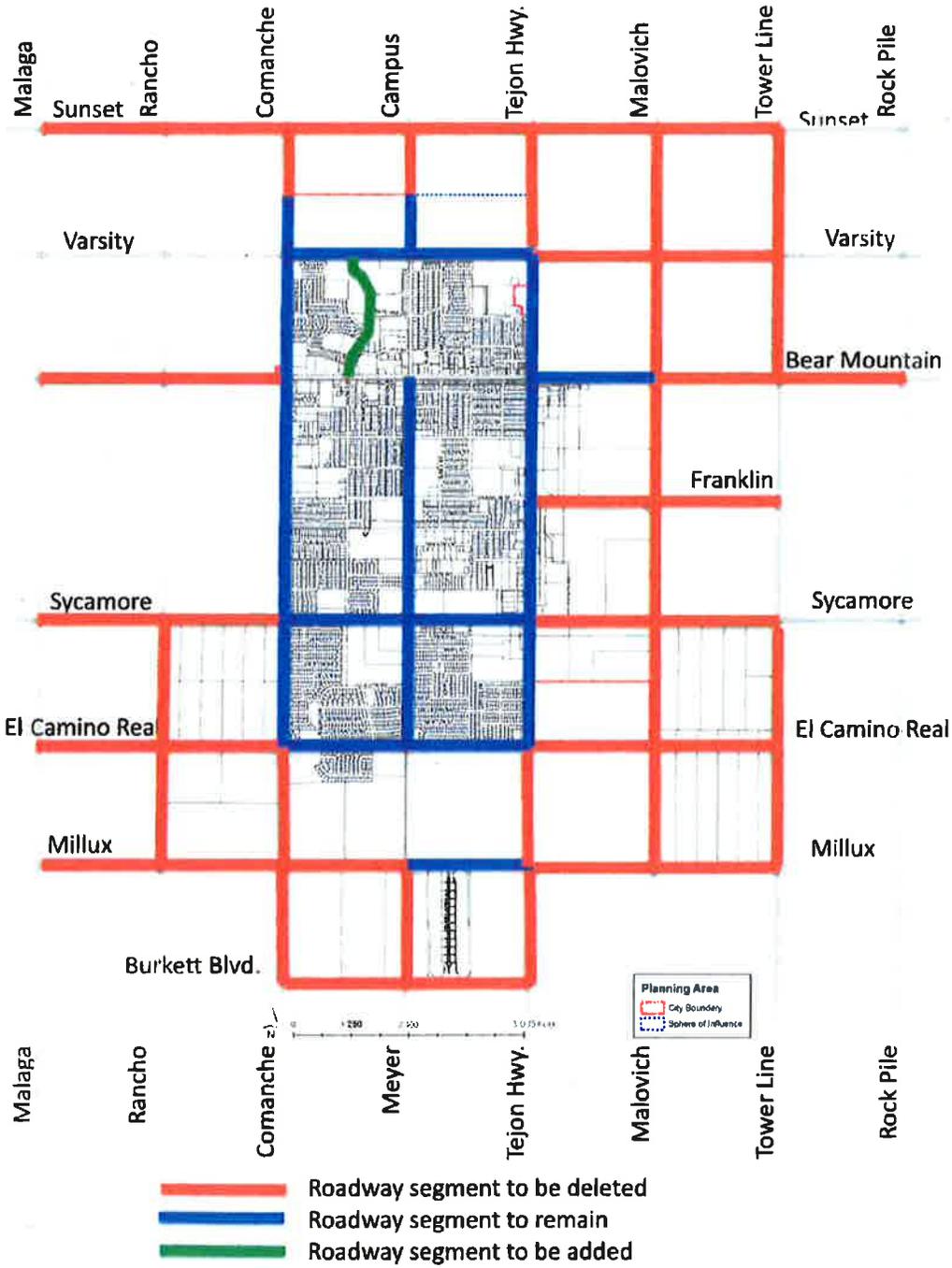
Road Improvement Projects

As noted above, when the study to establish the fee was prepared about six years ago the City put forth a very ambitious list of street improvements. Many of these streets are on the edges of the city in undeveloped and agricultural areas. Some are even outside the current planning area boundaries.

Normally as development occurs in these periphery areas it is the responsibility of the developer to pay for and install these roadways along the edges of their developments. In order to reduce the traffic impact fee it is recommended that many of these roadway segments be eliminated from the fee list. Specific roadway segments that are proposed to be eliminated include (also see Map 1, next page):

1. Sunset Road, from Malaga to Comanche Drive
2. Sunset Road, from Comanche to Tejon Highway
3. Sunset Road, from Tejon Highway to Tower Line Road
4. Varsity from Tejon to Tower Line Road
5. Bear Mountain Blvd from Malaga to Comanche
6. Bear Mountain Blvd from Malovich to Tower Line (note – we are leaving Bear Mountain (from Tejon to Malovich) in the fee schedule
7. Bear Mountain Blvd. from Tower Line to Rockpile
8. Franklin from Malovich to Towerline (note – we are leaving Franklin (from Tejon to Malovich) in the fee schedule
9. Sycamore from Malaga to Comanche
10. Sycamore from Tejon to Towerline
11. El Camino Real from Malaga to Comanche
12. El Camino Real from Tejon to Tower Line
13. Millux from Malaga to Meyer
14. Millux from Tejon to Towerline Road
15. Rancho Drive from Millux to Sycamore
16. Comanche from Burkett to El Camino Real
17. Comanche from Sunset to north city limit line
18. Campus/Meyer from Burkett to Millux
19. Campus/Meyer from Millux to El Camino Real (note – we are leaving Campus Meyer (from El Camino Real to Sycamore) in the fee schedule
20. Campus from north city limit line to Sunset
21. Tejon/Derby from Burkett to El Camino Real
22. Malovich Road from Millux to Sycamore
23. Malovich Road from Sycamore to Bear Mountain Blvd.
24. Malovich Road from Bear Mountain Blvd. to Sunset
25. Tower Line Road from Millux to Sycamore Road
26. Tower Line Road from Bear Mountain Blvd. to Sunset Blvd.

Map 1: Roadways to be Deleted from Existing Traffic Impact Fee List



Again, the guiding factor in removing these roadway segments from the list are that they are mostly outside existing city limits, and when development occurs along them, roadway improvements will be paid for and installed by adjacent developers. The elimination of these roadway projects gains the greatest amount of reduction in the proposed traffic impact fee.

The 2009 study also provided funding for up to six future signalized intersections in Arvin. Based on more recent workshops with the City Council this number has been reduced to three future signals.

The Traffic Impact Fee Update still calculates that the cost of the remaining roadway improvements will be over \$46 million dollars (in today's dollars).

Complete Streets Standards

As the City Council is aware staff has been working on amendments to the Circulation Element to implement Complete Streets design standards for those roadways that are designated as "Minor Arterials" and "Collectors". Complete Street design standards are intended to provide for all users of streets, including pedestrians, bicyclists and the handicapped as well as motor vehicles. Complete Streets are typically less expensive to build and maintain, as they are usually not as wide as conventional street designs. The inclusion of complete streets designs has also helped to lower the cost of future roadways in Arvin – thereby further lowering the traffic impact fee.

The Planning Commission is considering the amendment to the Circulation Element (to incorporate Complete Streets standards) on March 2. The City Council will consider those standards on March 17. Since these standards affect the traffic impact fee, the Council's action on reducing the fee won't officially take effect until at March 18.

Other Revenue Sources

The City also receives other revenue sources (for roadway improvements) in addition to those generated by the traffic impact fee. These funds are also directed toward making roadway improvements in the community. These sources usually include:

- Gas Tax – Income provided by the sales tax on gasoline provides funding for transportation related projects.
- Transportation Development Act (TDA) – TDA provides funding for transportation related projects that conform to regional transportation plans.
 - Non-Transit – provides funds for local street and road projects, after "reasonable" transit needs are met.
 - Article 3 – provided for bicycle and pedestrian facilities projects.
 - Transit – provides funds for transit system(s) planning and operations.
- Transportation Equity Act (TEA) – TEA, TEA-21, and SAFETEA-LU provide federal funding for transportation related improvements for multiple modes.

- Congestion Management and Air Quality (CMAQ) Grant – CMAQ provides funds for projects related to improving and maintaining air quality standards in non-attainment or maintenance areas.
- Regional Surface Transportation Program (RSTP) Grant – RSTP provides funding for a wide variety of projects from highways to transit projects.
- Community Development Block Grant (CDBG) – CDBG provides funds for many types of community development projects, including acquisition of property for public uses and construction/improvement of streets.
- State Transportation Improvement Program (STIP) funds.
- Developer-funded construction – street improvements that developers are required to install as part of their projects.

Table 1 (on page 6 of the Traffic Impact Fee Study by C2 Consult) indicates that the cost of all programmed roadway improvements needed in Arvin will be about \$46.2 million (in today's dollars). The foregoing funding sources (along with roadway improvements paid for by project developers) are expected to provide about \$40.6 million dollars. This leaves about \$5.6 million that would need to be paid for by traffic impact fees.

Kern COG Traffic Model

The Traffic Impact Fee update also utilizes the traffic model that is maintained by Kern Council of Governments to help determine the traffic impact fee. The model is designed to determine future traffic volumes throughout the County, including within Arvin. By the year 2035 the model estimates the number of vehicle trips will increase in Arvin by 23,213 trips per day. This is in contrast to traffic volumes that were projected for the existing (2009) traffic impact fee that estimated an increase of nearly 34,000 trips per day by 2035.

Recommended Fees

As previously noted the study by C2 recommends a fee of \$412 per trip. This is a reduction of \$387 from the existing fee of \$799 per trip and \$48 less than the temporary fee that was adopted by the City Council on February 2. For a single family dwelling, the total traffic impact fee would be reduced from \$7,646 to \$3,943.

Recommendations for Commercial and Industrial Uses

The issue of traffic impact fees for commercial and industrial uses is more complicated, as even with a reduction of the fee to \$412 per trip, the fees can be extremely high for certain commercial and industrial uses. Because of this issue the City Council (in late 2009) had adopted a flat rate fee of \$7,874 per 1,000 square feet of floor area for commercial and industrial uses.

The following table displays a comparison of fees for various types of commercial and industrial uses, using fees at the rates of:

- \$412 per trip;
- \$799 per trip; and
- flat rate fee of \$7,874 per 1,000 square feet of floor area

These rates are applied to the daily trip generation rate for a variety of selected commercial uses.

For some uses the consultant has advised that it is appropriate to factor in a “pass by” rate – to help lower the resulting fee. Pass-by trips are typically those made by traffic already using the adjacent roadway and entering a site as an intermediate stop on the way from one to another destination. The trip may not necessarily be “generated” by the land use under study, and thus is not a new trip added to the transportation system.

A common example is a motorist who stops at a convenience store while they are actually on their way to another destination. The use of pass by rates can result in a significant reduction in fees for certain uses. For other uses a pass by by rate may not be applicable at all (such as a doctor’s office (e.g. most people are not driving someplace and decide to stop at a doctor’s office)).

Table 1: Comparison of Resulting Fees

Land Use	Daily Trip Rate	\$799 per trip	Resulting fee with pass-by rate	\$412 per trip	Resulting fee with pass-by rate	Existing Flat Rate \$7,874 per 1,000 s.f.
Clothing store @ 10,000 s.f.	66.4 trips per 1,000 s.f.	\$530,536	NA	\$273,568	NA	\$78,740
4,000 s.f. Convenience store with gas pumps	854.6 trips per 1,000 s.f.	\$2,731,301	66% pass by = fee of \$928,642	\$1,408,380	66% pass by = fee of \$478,849	\$31,496
Drug store @ 30,000 s.f.	88.16 trips per 1,000 s.f.	\$2,113,195	49% pass by = fee of \$1,077,729	\$1,089,658	49% pass by = fee of \$555,725	\$236,220
Furniture store @ 20,000 s.f.	5.06 trips per 1,000 s.f.	\$80,859	53% pass by = fee of \$38,004	\$41,694	53% pass by = fee of \$19,596	\$157,480
Grocery store @ 40,000 s.f.	102.24 trips per 1,000 s.f.	\$3,267,590	36% pass by = fee of \$2,091,258	\$1,684,915	36% pass by = fee of \$1,078,346	\$629,920
Restaurant – sit down @ 3,000 s.f.	127.15 trips per 1,000 s.f.	\$304,779	43% pass by = fee of \$173,724	\$157,157	43% pass by = fee of \$89,579	\$23,622
Restaurant – fast food with drive thru @3,000 s.f.	496.12 trips per 1,000 s.f.	\$1,189,200	50% pass by = fee of \$594,600	\$613,204	50% pass by = fee of \$306,602	\$23,622
Tire shop @ 3,000 s.f.	20.36 trips per 1,000 s.f.	\$48,803	28% pass by = fee of \$35,138	\$25,164	28% pass by = fee of \$18,118	\$23,622

As shown on the foregoing table, traffic impact fees for the selected commercial uses are highest for the rate of \$799 per trip, lower for the rate of \$412 per trip and usually lowest for the flat rate fee of \$7,874 per 1,000 square feet. Even with pass by rates built in to the rate of \$412 per trip, the resulting fees are typically much higher than those resulting from the flat rate fee. An exception is for the example of a furniture store – which has very low trip rates. At this point the City Council has several choices with respect to traffic impact fees for commercial and industrial uses:

1. Stick with the flat rate fee of \$7,874 per 1,000 square feet of floor area
2. Adopt the rate of \$412 per trip with pass by rates, with an additional reduction built in so that resulting fees are close to the amount that would result from the flat rate fee.

ATTACHMENTS

- Exhibit “A”: Comparison to Kern County Cities
- Resolution and 2015 Traffic Impact Fee Update by C2 Consult

Exhibit "A": Comparison to Kern County Cities

The following table shows how Arvin's existing and proposed traffic impact fees compare to other cities in Kern County.

<u>City</u>	<u>Residential</u>	<u>Commercial/Industrial</u>	<u>Comments</u>
Arvin	\$799 per trip (\$460 per trip (temporary fee); \$412 per trip proposed)	\$7,874 per 1,000 square feet of floor area	
Bakersfield	\$7,747 per dwelling in core area; \$12,870 per dwelling outside core	\$35 -\$142 per trip in core; \$70 - \$236 per trip outside core	Commercial rates depend on size/type of use and location inside or outside core area
California City	No fee	No fee	No fee
Delano	\$4,345 per dwelling	\$2,230 per 1,000 s.f. to \$17,303 per pump	Delano's fees are specified by use and size, not by trip
Maricopa	No fee	No fee	No fee
McFarland	\$725.37 per trip (\$6,942 per dwelling)	\$725.37 per trip	
Ridgecrest	\$1,878 per dwelling	\$196 per trip by use	
Shafter	No fee	No fee	Shafter is working on establishing a fee
Taft	No fee	No fee	No fee
Tehachapi	\$2,952 per dwelling in core area; \$4,772 per dwelling outside core area	Case by case	
Wasco	\$83.99 per trip (\$803.78 per dwelling)	\$83.99 per trip, by use	

1800 30th Street, Suite 260
Bakersfield, California 93301

Phone (661) 327-1969
Fax (661) 327-1993



September 13, 2016

560-02
Electronic Mail

Mr. Perry Eastin
Valpredo Farms
Email

REF: Traffic Fee Calculation for Sweet Potato Cold Storage Facility in Arvin

Dear Mr. Eastin:

Pursuant to your request, we have completed an evaluation of the traffic impact fee for your sweet potato storage facility in the City of Arvin.

We understand that the new facility will be comprised of three buildings of approximately 10,000 square feet (30,000 square feet total) and have the following annual operations. Sweet potatoes will be delivered to the site during the harvest season, which generally occurs in the two months of September and October. The sweet potatoes are stored, packaged and sent out over the following 8 months, at which time the supply of sweet potatoes generally runs out. Then there are approximately 2 months in between shipment of final product and the new harvest. It is anticipated that there will be 4 full time employees at the site year round and an additional 14 employees working on a seasonal basis, handling packaging and shipping. During the two month harvest period there are approximately 200 trucks, or approximately 5 trucks per day delivering sweet potatoes. During non-harvest periods there is approximately 1 truck per day shipping packaged sweet potato products.

Using these operational figures, it is anticipated that there will be 46 trips per day during the harvest season (2 months), 38 trips per day during the product shipment period (8 months), and 8 trips per day during the remaining 2 months of the year. This would result in an average daily trip rate of 34.4 trips.

An initial calculation of the project's traffic impact fee, using the current rate schedule with a flat rate of \$7,874 per 1,000 square fee, resulted in a \$236,220 fee. In review of City documents regarding the development and subsequent modification of the fee, the flat rate was established as an incentive for smaller retail commercial developments to build within the City and have a low traffic impact fee. Application of this flat rate to industrial developments such as the proposed project does not provide a nexus between the trips generated, the associated impacts and the fee imposed.

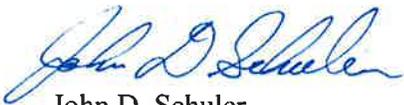
In an Arvin Planning Department memo dated March 3, 2015 there was a recommendation to the Planning Commission that the City adopt a per trip fee of \$412. Applying that fee rate to the average trips generated by this project would yield a traffic impact fee of \$14,173.

Perry Eastin
September 13, 2016
Page 2

Given the seasonal nature and low trip generation of the project, combined with the City's recent reassessment of the traffic impact rates in light of revised lower development activity levels, it is recommended that the \$412 trip rate be used, and the project be assessed a \$14,173 traffic impact fee.

Please contact me should you have any questions or need further clarification.

Very truly yours,



John D. Schuler
RCE #51825

JDS/

