



CITY OF ARVIN

Community Development Department – Planning Division
 141 Plumtree Drive, P.O. Box 548, Arvin, CA 93203
 Phone (661)854-6183 Fax (661)854-2969

GENERAL PLAN and/or ZONE CHANGE

Authority	
Title 17 ZONING	Zone Districts: The City of Arvin, Municipal Code Title 17 Zoning, Section 17.06.010 - Zones establishes twenty-six (26) classes of land zones. The zones are established in order to classify, regulate, restrict and segregate the uses of land and buildings, to regulate and restrict the height, bulk and construction of buildings; to regulate the area of yards and other open spaces about buildings; and to regulate the density of population.
ZONING MAP	Zoning Map Adopted: The City of Arvin has adopted an Official Zoning Map for the City. The Zoning
GENERAL PLAN - STATE MANDATE	General Plan: City of Arvin is required by State law to prepare and maintain a comprehensive general plan. The general plan is the long-range “blueprint” for a jurisdiction and guides development decisions, identifies long-term objectives for the next 15-20 years and contains policies and actions to help achieve community goals over that period of time. State law mandates that the land use, circulation, housing, noise, safety, conservation and open space elements be included in the general plan. All local jurisdictions in the San Joaquin Valley Air Basin, including Arvin, are required under AB 170 to include an air quality element in the general plan. In addition, the City has included an optional element, Community Health Element (optional), the general plan. (Note: The City requires an evaluation as to the impact to its ability to provide services for any change (reduction or intensification). This will require an analysis of the proposed amendment as to the potential effect on the other mandated and optional elements of the general plan). Where it is found that the amendment affects any or all of the general plan elements, the affects must be addressed along with the original amendment request.
CEQA	California Environment Quality Act (CEQA): All discretionary applications are subject to the CEQA which requires a separate evaluation and determination of potential impacts to the environment.

SECTION 1: *Payment of Fees:*

Deposit – Cost Recovery Review and Processing of a request	<input type="checkbox"/>	\$10,000.00
Submit Signed Indemnification and Cost Recovery Agreement-Resolution No. 2017-26 dated April 18, 2017 Note: Any and all costs associated with the processing of, conducting studies, environmental assessments, costs of outside consultants, attorney fees, etc. shall be subject to full cost recovery and shall be paid by the applicant.		
ACKNOWLEDGEMENT BY APPLICANT: I acknowledge that the deposit filing fee for this application may exceed the initial deposit and the City may require additional deposit of monies prior to action being taken by the City on this application. I also acknowledge and agree with, that the City will stop all efforts and processing of this application until such funds are deposited as determined by the City. Should additional funds not be deposited within 30 calendar days, the application shall become null and void. A new application and filing fees shall be required should the application become void due to lack of funds being deposited.		
Applicant Print:	Applicant Sign:	Date:

8.	<table border="1"> <tr> <td data-bbox="188 144 570 197">Existing Structures:</td> <td data-bbox="570 144 1333 197"></td> </tr> <tr> <td data-bbox="188 197 570 249"></td> <td data-bbox="570 197 1333 249"></td> </tr> <tr> <td data-bbox="188 249 570 302"></td> <td data-bbox="570 249 1333 302"></td> </tr> <tr> <td data-bbox="188 302 570 354"></td> <td data-bbox="570 302 1333 354"></td> </tr> <tr> <td data-bbox="188 354 570 407"></td> <td data-bbox="570 354 1333 407"></td> </tr> </table>	Existing Structures:									
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9.	<p>Proposed General Plan and/or Zone Change Request:</p>										
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11	<p>Analysis of infrastructure: The City has adopted various master plans which address the future development to ensure that services can be adequately provided. Sewer capacity, storm drainage, establishment of Landscape and Lighting Districts, etc. are some examples.</p> <p>Provide evaluation of service capability and long-term maintenance and operation of the infrastructure because of proposed amendment and/or zone change that may affect the City's ability to provide services for any change (reduction or intensification) of potential service needs. Special studies may be required to address the service capability. Any resulting changes because of the proposed general plan amendment and/or zone change must be addressed concurrent with the proposed request.</p>										

CITY OF ARVIN
DEVELOPMENT APPLICATION INDEMNIFICATION AND COST RECOVERY AGREEMENT

This Indemnification and Cost Recovery Agreement (“Agreement”) is made and entered into on **MONTH, DAY**, 2017, between the CITY OF ARVIN, a municipal corporation, (“the City”) and **PROJECT APPLICANT**, (“Applicant”), pursuant to the following recitals, which are a substantive part of this Agreement. City and Applicant are sometimes individually referred to as a (“Party”) and jointly as the (“Parties”).

RECITALS

- A. Applicant owns real property located at _____, (the “Property”), as more particularly described and depicted in **Exhibit A**.
- B. Applicant submitted to the City and is seeking approval of a development application regarding _____ the _____ following _____ project:

(DESCRIBE PROJECT), including seeking land entitlement consisting of (DESCRIBE ENTITLEMENT) on the Property (“the Project”).

(Attach additional pages if needed – Refer to as Attachment 1)

- C. During the processing of a development application, the City will incur significant administrative costs.
- D. Additionally, the City may be subject to claims and/or legal actions arising from the processing and approval or denial of the development application.
- E. Applicant desires to reimburse the City for all costs incurred by the City for any reason relating to its administration, processing and action relating to the development application for the Project and for developing a mitigation or monitoring plan and addressing any claims, legal action or appeal by third parties challenging the City’s decision to approve or deny the Project.
- F. Application further desires to indemnify the City from any and all claims, legal actions or appeals arising from the processing, approval or denial of Applicant’s development application.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants made by the Parties and contained herein and other consideration (including the granting of entitlement(s)), the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

- 1. Reimbursements to the City.

Applicant shall pay and/or reimburse the City for any and all reasonable costs incurred as a result of processing the development application relating to the Project, including but not limited cost

incurred from the retaining and/or utilization of experts or consultants, infrastructure planning, attorney's fees and costs, and other related expenditures. Reimbursable costs include development of a mitigation or monitoring plan for the City, including but not limited to staff time, experts, consultant fees and attorneys' fees.

The City may, at any time, require the Applicant to reimburse the City for costs that have been, or which the City reasonably anticipates will be, incurred by the City during the course of any action. The City shall provide Applicant with an invoice detailing all reasonable costs incurred. Applicant shall tender to the City payment-in-full of all reasonable costs within thirty (30) days from the date upon the invoice. Applicant shall contact the City within a reasonable time to arrange any extension of the thirty (30) day time period for payment-in-full of the invoiced amount. Applicant acknowledges and agrees that should Applicant fail to timely tender payment-in-full to the City, Applicant shall be charged a One Hundred Fifty Dollar (\$150.00) late fee for the first day and Twenty-Five Dollars (\$25.00) for each day Applicant continues to fail to tender payment-in-full of the invoice amount. Applicant further acknowledges and agrees, failure to timely tender payment-in-full to the City shall be considered a material breach of this Agreement and the conditions of approval for the Project. Applicant shall also be required, upon request of the City, to deposit two month's estimated costs anticipated by the City to be incurred, which may be used by the City as a draw down account to maintain a positive balance pending tender of payment by Applicant as noted herein.

2. Indemnity.

Applicant acknowledges and agrees to indemnify, protect, defend and hold harmless, the City and its managers, officers, directors, attorneys, members, employees, agents, contractors, partners and lenders, from and against any and all claims, and/or damages, costs, liens, judgments, penalties, permits, reasonable attorneys' and consultant's fees, expenses and/or liabilities arising out of, involving, or in dealing with (1) the development application or Project; (2) the processing, approval or denial of the development application or Project; (3) any appeals by third parties relating to the development application or Project, approval or denial and any actions taking in furtherance of the development application or Project; (4) any environmental document(s) or mitigation plan(s) relating to the Project; (5) any breach by Applicant in the performance in a timely manner of any obligation on Applicant's part to be performed under this Agreement; or (6) any acts, omissions or negligence of Applicant or any person or entity claiming through or under Applicant, or Applicant's agents, employees, contractors, invitees or visitors. The foregoing shall include, but not be limited to, all costs of the defense or pursuit of any claim or any action or proceeding involved therein, and whether or not (in the case of claims made against the City litigated and/or reduced to judgment. In case any action or proceeding is brought against the City by reason of any of the foregoing matters, Applicant upon notice from the City shall defend the same at Applicant's expense by counsel reasonably satisfactory to the City and the City shall cooperate with Applicant in such defense. The City need not have first paid any such claim in order to be so indemnified. In addition, the City may require Applicant to pay the City's attorneys' fees and costs in defending against or participating in such claim, action or proceeding if the City shall decide, in its exercise of reasonable judgment, it is unsatisfied with the representation of its interest by Applicant or its counsel.

Applicant's obligations to defend, indemnify and hold harmless the City, its officials, officers and employees, representatives, agents and attorneys under the provisions of this paragraph shall include, but not be limited to, the cost of preparation of any administrative record by City, staff time, copying costs, courts costs, the costs of any judgments or awards against the City for damages, losses, litigation costs, or attorney's fees arising out of a suit or challenge contesting the adequacy of the environmental document(s) or mitigation plan(s) related to the Project, and the costs of any settlement representing damages, litigation costs and attorney's fees to be paid to other parties

arising out of a suit or challenge contesting the adequacy of the environmental document(s) or mitigation plan(s) or any document(s) related to the Project.

The provisions of this section shall survive the expiration or termination of this Agreement.

3. Cooperation in the Event of Initiative or Legal Challenge.

(a) Initiative.

Should a non-City council initiative measure or measures be enacted which could affect the Project:

- (i) Applicant and City shall meet and confer in good faith to mutually determine the proper course of action; and
- (ii) In the event the City and Applicant jointly determine to challenge such initiative measure, Applicant shall provide for any challenge to such initiative measure at its sole cost and expense.
- (iii) In the event that a court determination has the effect of preventing, delaying or modifying the development of the Project as set forth above, the City and Applicant shall meet and confer in good faith to determine if there are alternative means of achieving the mutual goals and objectives of this Agreement, in light of such court action.

(b) Other Legal Challenge.

In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending said action. Applicant shall bear all costs of such defense including the City's, legal and court costs; nothing herein shall require the City to agree to any settlement, and City shall be entitled to review and approve all documents or motions filed or provided on its behalf.

4. No Duty of City.

Applicant acknowledges and agrees that the Project is a private development, the City has no interest in or responsibility for or duty to third persons concerning the Project and any of said improvement. Applicant shall have full power over the exclusive control of the Project and Property herein described subject only to the limitations and obligations of Applicant under this Agreement and federal, state and local laws. Applicant further acknowledges and to hold harmless the City and its elected and appointed representatives, officers, agents and employees from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Applicant's operations under this Agreement excepting suits and actions brought by Applicant and arising from the gross negligence or willful misconduct of the City to the extent, if any, that such gross negligence or willful misconduct has contributed to such damage.

5. Third Party Action.

The defense and indemnification obligations created by this Agreement shall apply to any claims or legal action by third parties arising out of or relating to the City's processing of, approval or denial, or any action/inaction regarding the development application or the Project.

6. Proposition 218.

Applicant acknowledges and agrees to defend, indemnify and hold harmless the City from any and all losses, damages judgments, and attorney's fees and costs incurred or suffered by Applicant as a result of any claim or legal action alleging the City violated the requirements of Proposition 218.

7. Termination.

City may without cause terminate this Agreement by giving written notice as provided below. Applicant may not terminate this Agreement for any reason.

8. Notices.

All notices to either party under this Agreement shall be deemed valid and effective when personally served upon the party or upon deposit in the United States mail, postage prepaid, by certified and/or registered mail, addressed as follows:

City: CITY OF ARVIN
Attention: City Manager
141 Plumtree Drive
Arvin, CA 93203

Applicant: Name _____
Address _____
City, State Zip and _____
Telephone Contact _____
Email: _____

9. Enforcement Action.

In the event it becomes necessary for the City to take any action against the Applicant to enforce or interpret the terms of this Agreement, the City shall be entitled to its reasonable attorneys' fees and costs, including all costs of investigation, and all pre-litigation costs.

10. Agreement Not Debt or Liability of the City.

It is hereby acknowledged and agreed that this Agreement is not a debt or liability of the City, as provided in Section 53314.9(b) of the California Government Code. Further, Applicant agrees that no member of the City Council or officer, attorney, employee or agent of the City shall to any extent be personally liable hereunder.

11. Attorneys' Fees.

If any legal action is brought by either party to interpret or enforce any terms or provisions of this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs.

12. Entire Agreement.

This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein. Any amendments, modifications, or changes to this Agreement shall be in writing and signed by both parties.

13. Waivers.

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

14. Severability.

If any provision of this Agreement or the application of any such provision shall be held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, the remaining provisions of this Agreement and the application thereof shall remain in full force and effect and shall not be affected, impaired, or invalidated.

15. Successors and Assigns.

This Agreement shall be binding upon the parties hereto and their respective heirs, legal representatives, successors, and assigns.

16. Jurisdiction.

This Agreement shall be administered, governed and interpreted under the laws of the State of California, without regard to its choice of law rules. Jurisdiction and venue of litigation arising from this Agreement shall be in the County of Kern, State of California.

17. Interpretation.

The titles to the sections of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates.

The word "including" shall be construed as if followed by the words "without limitation." This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if all of the parties have prepared the same. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply interpreting this Agreement.

18. Authority.

Each person executing this Agreement covenants and warrants that (i) the party on whose behalf he or she is signing is duly incorporated or otherwise established or formed and validly existing under the laws of its state of incorporation, establishment or formation, (ii) the party has and is duly qualified to do business in California, (iii) the party has full corporate, partnership, trust, association

, or other power and authority to enter into this Agreement and to perform all of its obligations hereunder, and (IV) each person (and all of the persons if more than one signs) signing this Agreement is duly and validly authorized to do so.

19. Counterparts.

This Agreement may be executed in counterparts, and copies of this Agreement shall be deemed originals.

20. Knowing and Voluntary Agreement.

The Parties to this Agreement acknowledge and agree that each of them has had a full and fair opportunity to carefully read and review the terms and provisions of this Agreement and consult with their own attorney concerning the meaning and effect of this Agreement. By executing this Agreement, each of the Parties hereto represents, acknowledges, and agrees that such Party carefully read and fully understands all the provisions of this Agreement, and that they are knowingly and voluntarily entering into this Agreement and signing it of their own free will.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first-above written.

CITY OF ARVIN,
a municipal corporation

By: _____
Jose Gurrola, Mayor
_____, 2017

ATTEST:

By: _____
Cecilia Vela, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP
By: _____
Shannon Chaffin, City Attorney

APPLICANT

*By: _____
_____, 2017

*By: _____
_____, 2017

Name of Additional Applicant

*By: _____
_____, 2017

***Attach Notary Acknowledgments. If signing for an entity, bylaws, resolutions or other documents may be required to establish authority to sign on behalf of the entity**

In order to process the application **ALL** of the following items must be presented, unless specifically waived by the Planning Division:

1	<p>Completed Application Form Part 1 General Information, including: Signature of all property owners Environmental Questionnaire Form Indemnification Form Hazardous Waste Form</p> <p>Submittal of Information as listed below.</p>
2	<p>Payment of all application fees. Applicants are responsible for all fees and costs (cost of postage for Public Hearings, engineer initial review, consultants, etc.) of processing an application with the City of Arvin. Where a deposit is required, an applicant is responsible for maintaining a positive balance with the City. A negative balance will cause an application to become incomplete, and work on the application may be halted until sufficient funds are deposited with the City of Arvin.</p>
3	<p>Evaluation of General Plan Goals, Policies, and Programs: The City requires an evaluation as to the impact to its ability to provide services for any change (reduction or intensification). This will require an analysis of the proposed amendment as to the potential effect on the other mandated and optional elements of the general plan). Where it is found that the amendment affects any or all of the general plan elements, the affects must be addressed along with the original amendment request. Provide evaluation of the potential compliance of the general plan goals, policies, and objectives for all elements of the general plan. Each element to be evaluated separately with a concluding summary. Any resulting changes as a result of the proposed general plan amendment must be addressed concurrent with the proposed request.</p>
4	<p>Analysis of infrastructure: The City has adopted various master plans which address the future development to ensure that services can be adequately provided. Sewer capacity, storm drainage, establishment of Landscape and Lighting Districts, etc. are some examples.</p> <p>Provide evaluation of service capability and long-term maintenance and operation of the infrastructure because of proposed amendment and/or zone change that may affect the City's ability to provide services for any change (reduction or intensification) of potential service needs. Special studies may be required to address the service capability. Any resulting changes because of the proposed general plan amendment and/or zone change must be addressed concurrent with the proposed request.</p>
5	<p>Plans and Exhibits as described below. All plans shall be prepared by the appropriately licensed and qualified professional architect, engineer, or surveyor, (<i>Business & Professions Code Chapter 3 Division 3</i>). All plans must be drawn to scale and dimensioned appropriately. Five full size sets of each plan (24 x 36) and 10 copies of each set of plans reduced to 11" by 17" and (1) copy of each set of plans reduced to 8 1/2" by 11" are required. (If Applicable)</p>
6	<p>Site Photos (one set) of the site and surrounding area to include a photo location map</p>
7	<p>Legal Description (one) of the properties.</p>
8	<p>Preliminary Title Report, not less than six months old, for all properties involved in the proposed development</p>
9	<p>Assessor's Parcel Map (one) identifying the site of the proposed project.</p>