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

TUESDAY JANUARY 16, 2018  6:00p.m.
CITY HALL COUNCIL CHAMBERS
200 CAMPUS DRIVE, ARVIN

CALL TO ORDER  Mayor Jose Gurrola

PLEDGE OF ALLEGIANCE

INVOCATION

*****************************************************************************
ROLL CALL

Jose Gurrola  Mayor
Jazmin Robles  Mayor Pro Tem
Erika Madrigal  Councilmember
Jess Ortiz  Councilmember
Gabriela Martinez  Councilmember

*****************************************************************************

STAFF

Alfonso Noyola  City Manager
Shannon L. Chaffin  City Attorney – Aleshire & Wynder
Jeff Jones  Finance Director
Richard G. Breckinridge  Chief of Police
Adam Ojeda  City Engineer – DeWalt Corporation
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 Madrigal ____ CM Martinez ____ MPT Robles ____ Mayor Gurrola ____

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. CONSENT AGENDA ITEM(S)

A. Approval of Demand Register(s) of December 02, 2017 – January 12, 2018.
B. Approval of Payroll Register(s) of December 15, 2017; December 29, 2017; and January 12, 2018.
C. Approval of the Minutes of the Regular Meeting(s) of December 05, 2018.
D. Approval of A Resolution of the City Council of the City of Arvin Consenting to the Award of A CalFire Urban Forestry Tree Inventory and Urban Forestry Analysis Plan to Include Tree Planting and Authorizing the City Manager to Execute All Documents Necessary Between the City of Arvin and Arbor Pro.
E. Acceptance of the Recommendation to Allow LeOra LLC to Access Fill Dirt at Alternative Sites to Satisfy the Applicable Condition of the Development Agreement for Tract 5816 Related to Surplus Dirt, and to Confirm the Same by Letter.
F. Approval of A Resolution of the City Council of the City of Arvin Regarding the Preparing of the 2018 Local Appointments List and Posting of the Same.

Staff recommends approval of Consent Agenda.

Motion __________ Second ____________ Vote ______________
Roll Call: CM Ortiz ____ CM Madrigal ____ CM Martinez ____ MPT Robles ____ Mayor Gurrola ____

4. ACTION ITEM(S)

A. Consideration and Approval of A Resolution of the City Council of the City of Arvin for Approval and Recordation of Grant Deed for Lot 81 of Tract 5816 Phase 9 (City Engineer)

Staff recommends approval of the Resolution.

Motion __________ Second ____________ Vote ______________
Roll Call: CM Ortiz ____ CM Madrigal ____ CM Martinez ____ MPT Robles ____ Mayor Gurrola ____
5. SUCCESSOR AGENCY ITEM(S)
   A. Consideration and Approval of the Recognized Obligation Payment Schedule
      (ROPS) 18-19 for the Period of July 01, 2018 to June 30, 2019 and Direct Staff
      to Submit Report to the Oversight Board for Approval. (Finance Director)

      Staff recommends that the Council approve the ROPS 18-19 for the Period of
      July 01, 2018 to June 30, 2019 and direct staff to submit report to the Oversight
      Board for approval.

      Motion __________ Second ___________ Vote ___________
      Roll Call: CM Ortiz ____ CM Madrigal ____ CM Martinez ____ MPT Robles ____ Mayor Gurrola ____

6. ELECTION OF VICE MAYOR (City Clerk)

7. STAFF REPORTS
   A. Monthly Financial Report – December 2017 (Finance Director)

8. COUNCIL MEMBER COMMENTS

9. CLOSED SESSION ITEM(S)
   A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Pursuant to
      Government Code § 54957(b)(1)
      Position: City Manager

   B. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
      (Pursuant to Government Code § 54956.9)
      Significant Exposure to Litigation Pursuant to Paragraphs (2) or (3) of
      Subdivision (d) of Section 54956.9
      Two Potential Cases

   C. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
      (Pursuant to Government Code § 54956.9)
      Initiation of Litigation Pursuant to Paragraph (4) of Subdivision (d) of Section
      54956.9 (Deciding Whether to Initiate Litigation): One Potential Case

10. 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 January 12, 2018.

    _____________________________________________
    Cecilia Vela, City Clerk
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Outstanding Invoice Total: 773,391.00

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Total Invoices: 4  
Outstanding Invoice Total: 12,767.73
### EARNINGS REPORT

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From 12/15/2017 to 12/15/2020  
Time: 18:12:24  
City of Arvin

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### COST REPORT

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From 12/15/2017 to 12/15/2020  
Time: 18:17:55  
City of Arvin

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9
## EARNINGS REPORT

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Grand Total: Employee Count: 49

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## COST REPORT

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## EARNINGS REPORT

**Emp. Code Desc.: CITY OF ARVIN**
**From 01/01/2018 to 01/12/20**

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<td>UNADV</td>
<td>URA</td>
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**Grand Total:** Employee Count: 53  
0.00 | 10,497.19 | 0.00 | 0.00 | 218.68 | 0.00 | 0.00 | 0.00 | 0.00 | 276.94 | 148,462.41

|     | 0.00 | 200.00 | 0.00 | 807.75 | 0.00 | 2,444.82 | 0.00 | 0.00 |
| 182.18 | 240.56 | 0.00 | 18,746.04 | 10,972.08 | 1,978.21 | 0.00 |
| 2,428.81 | 0.00 | 342.31 | 161.82 | 0.00 | 0.00 | 0.00 | 0.00 |
| 300.00 | 834.98 | 0.00 | 75,119.17 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0.00 | 6,840.16 | 0.00 | 0.00 | 0.00 | 234.80 | 4,000.00 | 2,800.00 | 0.00 |
| 90.78 | 0.00 | 8,645.13 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

## COST REPORT

**Emp. Code Desc.: CITY OF ARVIN**
**From 01/01/2018 to 01/12/20**

<table>
<thead>
<tr>
<th>Employee Name</th>
<th>Employee ID</th>
<th>FUTA</th>
<th>MC</th>
<th>MC1</th>
<th>PER1E</th>
<th>PER2D</th>
<th>PER2E</th>
<th>PER2M</th>
<th>PER2S</th>
<th>PER2S1</th>
<th>PER2S2</th>
<th>Other Total</th>
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</thead>
<tbody>
<tr>
<td>PERS3</td>
<td>PERS4</td>
<td>PERS5</td>
<td>PERS6</td>
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<td>PERS9</td>
<td>SS</td>
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**Grand Total:** Employee Count: 53  
0.00 | 0.00 | 1,824.38 | 587.22 | 0.00 | 573.56 | 580.05 | 790.53 | 0.00 |

|     | 2,616.73 | 216.06 | 0.00 | 0.00 | 571.02 | 0.00 | 0.00 | 1,346.89 | 28,387.73 |
| 4,727.04 | 0.00 | 0.00 | 1,963.45 | 2,159.64 | 0.00 | 7,683.65 | 2,747.51 |
| 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
CALL TO ORDER @ 6:01PM

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL: CM Martinez absent; All others present.

1. Approval of Agenda as To Form.

Motion to add the following urgency item to Closed Session as Item 8E:
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Pursuant to Government Code, § 54956.9(d)(1)
SEIU Local 521 v. City of Arvin, (SEIU Grievance No. 75350-2016)
Motion CM Ortiz
Second MPT Robles
Vote 4-0

Motion to approve the Agenda with addition of urgency item as Closed Session Item 8E.
Motion CM Ortiz
Second CM Madrigal
Vote 4-0

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. CONSENT AGENDA ITEM(S)
A. Approval of Demand Register(s) of November 18, 2017 – December 01, 2017.

B. Approval of Payroll Register(s) of December 01, 2017.

C. Approval of the Minutes of the Special Meeting(s) of November 21, 2017 and Regular Meeting(s) of November 21, 2017.

Staff recommends approval of Consent Agenda.
Motion to approve Consent Agenda Items 3A – 3C with revision to the Minutes of the Regular Meeting of November 21, 2017 to include the vote of 4-0 for Public Hearing Item 4B with a Motion by Mayor Gurrola and Second by CM Madrigal.
Motion Mayor Gurrola Second CM Madrigal Vote 3-0-1 (CM Ortiz abstained)

4. ACTION ITEM(S)
   A. Consideration and Approval of A Resolution of the City Council of the City of Arvin Accepting Donations from Members of the City Council to Assist with the City’s Fiscal Situation. (Mayor Gurrola)
   
   Staff recommends consideration and direction from Council.

Motion to approve the Resolution.
Motion MPT Robles Second CM Madrigal Vote 4-0
Resolution No. 2017-104

   B. Direction to Staff to Begin the Process to Identify and Provide Recommendation to Accept and Allow for Permitting of Cannabis Businesses. (Mayor Gurrola)
   
   Staff recommends consideration and direction from Council.

Motion to direct staff to develop a process for the Council to consider for permitting of cannabis businesses and to recapture costs associated with processing the permits.
Motion CM Ortiz Second MPT Robles Vote 4-0

5. DISCUSSION ITEM(S)
   A. Martin Luther King, Jr. Day of Service Clean Up Day (Mayor Gurrola)

6. STAFF REPORTS
   A. Annual Report – City Attorney

7. COUNCIL MEMBER COMMENTS

8. CLOSED SESSION ITEM(S)
   A. CONFERENCE WITH LABOR NEGOTIATORS (Pursuant to Government Code, § 54957.6):
   City Negotiator: Alfonso Noyola, City Manager and Pawan Gill, Human Resources Administrator
Employee Organizations: Arvin Police Officers Association (APOA) and Central California Association of Public Employees SEIU Local 521.

B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Pursuant to Government Code, § 54956.9(d)(1) Cecilia Vela v. City of Arvin (SEIU Grievance No. 75657-2016)

C. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Pursuant to Government Code, § 54956.9(d)(1) Cecilia Vela v. City of Arvin (SEIU Grievance No. 75548-2016)

D. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Pursuant to Government Code § 54957(b)(1)
Position: City Manager

E. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Pursuant to Government Code, § 54956.9(d)(1) SEIU Local 521 v. City of Arvin, (SEIU Grievance No. 75350-2016)

Above Closed Session Item 8E added to the Agenda as an urgency item.

For Closed Session Items 8B and 8C: City Attorney Shannon Chaffin announced that Attorney Che Johnson from Liebert, Cassidy and Whitmore is advising the City Council on the consideration of the arbitrator’s recommendation and will be appearing by telephone for this item.

Closed Session Report by City Attorney:
Item 8A – 8E: No reportable action.

9. ADJOURNED @ 9:32PM

Respectfully submitted,

Cecilia Vela, City Clerk
TO: City Council
FROM: Jeff Jones, Finance Director
        Alfonso Noyola, City Manager
SUBJECT: Resolution of the City Council of the City of Arvin Consenting to the Award of a CalFIRE Urban Forestry Tree Inventory and Urban Forestry Analysis Plan to Include Tree Planting and Authoring the City Manager to Execute All Documents Necessary Between the City of Arvin and Arbor Pro

Background:

The City of Arvin was awarded a grant by CalFIRE for the Urban Forestry Management Program in the amount of $195,147 for the creation of an Urban Forestry Inventory Program, and Urban Forestry Plan, and the planting of 303 trees on the streets and in the park. This project for the benefit of the public to reduce greenhouse gas emissions, absorb particulate air matter, provide shade, and beautify Arvin. The development of an Urban Forestry Program is the first step in improving air quality in our City.

Two bids were received for this project from Davey Resource Group ($153,370), and Arbor Pro ($114,500).

Upon review of the two bids, it was determined that the bid from Arbor Pro, was the lowest responsive and responsible in meeting all the requirements of the bid.

Recommendation:
Staff recommends the City Council award the bid to Arbor Pro in the amount of $114,500, as it has met the requirements and it was found to be the lowest responsive and responsible bid that complied with the specifications of the base bid.
**Fiscal Impact:**
Staff has determined that there is no fiscal impact as the City has been awarded a grant in the amount of $195,147.04 (Cal Fire) for the Urban Forestry Program, Plan, which covers administrative costs, staff training, education, maintenance, additional consultant support, and public outreach expenses.

**Attachments:**
Resolution of the City Council of the City of Arvin Consenting to the Award of a CalFIRE Urban Forestry Tree Inventory and Urban Forestry Analysis Plan to Include Tree Planting and Authoring the City Manager to Execute All Documents Necessary Between the City of Arvin and Arbor Pro
RESOLUTION NO. _______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN CONSENTING TO THE AWARD OF A CALFIRE URBAN FORESTRY TREE INVENTORY AND URBAN FORESTRY ANALYSIS PLAN TO INCLUDE TREE PLANTING AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY BETWEEN THE CITY OF ARVIN AND ARBOR PRO

WHEREAS, the City of Arvin desires establish a tree inventory, tree plan, and plant trees in the city of Arvin to sequester greenhouse gas emissions; and

WHEREAS, the project was placed on the City of Arvin’s website, emailed and mailed to all arborists vendors in California and advertised for bid in the Arvin Tiller on October 23, 2017, for the Urban Forestry Inventory, Analysis Plan with Tree Planting project, and bids were opened publicly at Arvin City Hall on December 1, 2017 with a total of 2 bids received: and

WHEREAS, the City received two bids for the project with the total bid amounts as follows:

<table>
<thead>
<tr>
<th>Company</th>
<th>Total Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Davey Resource Group</td>
<td>$153,370</td>
</tr>
<tr>
<td>Arbor Pro</td>
<td>$114,500</td>
</tr>
</tbody>
</table>

; and

WHEREAS, the City has determined funding to be sufficient to fund the entirety of the project as bid by the lowest responsible responsive qualified bidder; and

WHEREAS, the General Provisions of the Bid Instructions provide in relevant part:

“The award of the contract, if made by the City, will be to the lowest responsible and qualified bidder. If alternate bids are called for, the contract shall be awarded to the lowest responsible responsive bidder on the base bid.”

; and

WHEREAS, the City has reviewed the two bids and determined Arbor Pro to be the lowest responsive responsible bidder based on the all specifications being met in the bid; and

WHEREAS, the City has been awarded $ 195,147.04 (Cal Fire) for the Urban Forestry Program, Plan, including administrative costs, staff training, education, maintenance, additional consultant support, and public outreach: and
WHEREAS, the City desires to enter an agreement with Arbor Pro for the CALFire Urban Forestry project; and

1. The City Council of the City of Arvin does hereby accept bids received, award the construction contract to Arbor Pro, and authorizes the Mayor or City Manager to execute an agreement with Arbor in the amount of $114,500 for the Urban Forestry project subject to the City Attorney’s review and approval as to form of the agreement documents.

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the Arvin City Council at a regular meeting thereof held on the 16th day of January 2018, by the following vote:

AYES: ____________________________

NOES: ____________________________

ABSTAIN: ____________________________

ABSENT: ____________________________

ATTEST

CECILIA VELA, City Clerk

CITY OF ARVIN

By: ____________________________

JOSE GURROLA, 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.
TO: Arvin City Council  
FROM: Adam Ojeda, P.E., City Engineer  
Alfonso Noyola, ICMA-CM, City Manager  
SUBJECT: Conditions of Approval for the removal of dirt from city owned property by LeOra LLC

BACKGROUND:

LeOra LLC has a development agreement with the City of Arvin for phases 5, 9, and 10 of tract 5816 as well as tract 7321. The third amendment was agreed to on May 5th of 2017 to the original development agreement which was recorded on July 3, 2003 between the City of Arvin and Sycamore Villas LLC. In the third amendment, a provision was inserted that provided LeOra LLC the first right of refusal for export dirt material that would be generated by the Sycamore Drainage Project (SDP) to be used within tracts 5816 or 7321. At the time of the agreement, the start of the SDP was believed to be imminent. However, the project was put on hiatus due to various circumstances.

It has recently been requested by LeOra LLC to take fallow dirt material from two vacant city owned lots immediately south of phase 10 of tract 5816 and El Camino Real Elementary School. This would be done so that the home builder can receive dirt materials at a time that is in line with their project schedules, and will not be slowed down due to the delay of the SDP. In doing this, they would forfeit any claim for soil materials generated by the SDP, and the terms of the development agreement would be considered to have been satisfied.

The request is believed to be acceptable, and staff proposes to send the attached letter to the developer which outlines conditions of approval, and requires the signature of Mike Hair Sr prior to LeOra LLC proceeding with the removal of soils from the alternate locations.

Following the removal of the dirt by LeOra, the SDP contractor will be directed to move the excess soil material to the locations that LeOra removed dirt from. Essentially, the material will be replenished soon after it is removed.

FINANCIAL IMPACT:

No financial impact will be incurred by the city or the SDP.

RECOMMENDATION:

Staff recommends acceptance of the recommendation to allow LeOra LLC to access the alternative site materials to satisfy the applicable condition of the development agreement, and to send the proposed letter to the developer for their acceptance.

ATTACHMENTS:

Letter to developer  
Third amendment of development agreement
January 9, 2018

Michael Hair Sr.
LeOra LLC
6501 Fruitvale Avenue
Bakersfield CA, 93308

Re: Understanding for removal of soils from unimproved city parcels 189-351-71 and 189-351-90

Mr. Hair,

This letter and the enclosed document are in response to your recent request to remove existing fallow material from two city owned parcels with APNs as described in the subject of this letter. The basis for this request is that a condition of your development agreement with the city of Arvin provides you with the first right of refusal for spoil materials generated by the adjacent Sycamore Drainage Project sump. The sump will generate upwards of 62,000 cubic yards of material, and you had, in fact, planned on receiving a portion of that material. However, due to unforeseen circumstances, the project has been delayed, and you cannot be provided with the material at a time that sufficiently works with your adjacent tract 5816 phase 10 work. Rather than delay your project itself, you have suggested that you take material from the parcels described above and depicted on the attached Assessor’s map, also known as Exhibit “C”. The City has considered your request and finds your proposal to be acceptable as long as certain conditions are met. As general conditions of approval, LeOra LLC shall assume all risks associated with removing the materials.

In addition, LeOra LLC shall comply with all of the following specific conditions:

1. Total material removed shall not exceed 62,000 cubic feet.

2. LeOra LLC shall apply for an encroachment and permit. Permits would be expedited in the same fashion as per the development agreement already in place. As a part of the application, provide a drawing or sketch depicting the general limits over which material will be taken, and describe the depth of material to be removed.

3. In general, the contractor shall limit soil removal to as shallow of a cut as possible and shall be spread over as large of an area as possible. Cut’s shall not exceed 12 inches below current existing grades.

4. LeOra LLC will provide appropriate levels of insurance and bonding before beginning work which will be entirely within city owned property, including naming the City as an additional insured, and will agree to defend, hold harmless and indemnify the City for any claims or actions arising out of the use of the property.
5. LeOra LLC will coordinate with the San Joaquin Valley Air Pollution Control District, and will develop and pay for any required dust control permits or ISR documents; amend existing agreements with the District related to 5816 phase 10, if necessary.

a. The City of Arvin assumes no liability or oversight on this item

6. LeOra LLC will coordinate with the California Water Resources Control Board, and will develop and administer a Stormwater Pollution Prevention Plan (SWPPP) or erosivity waiver, whichever is appropriate; amend existing SWPPP documents with the board related to 5816 phase 10, if necessary.

a. The City of Arvin assumes no liability or oversight on this item

7. LeOra LLC will be responsible for locating any existing sub-surface utilities, if any, that may be located within the project limits, and shall be responsible for repairing any that are damaged.

8. LeOra LLC shall continue to comply with paragraph 5 regarding “Surplus Dirt” as shown in the third amendment of the development agreement as well as all other provisions of the third amendment of the development agreement.

a. Exhibit “C” as shown in the third amendment of the development agreement is understood to be superseded by Exhibit “C” attached to this letter.

9. By accepting the material authorized under this agreement, LeOra LLC acknowledges that the City has fully performed it’s obligations as required by paragraph 5 of the development agreement, and that LeOra LLC will have no further claim for excess dirt materials that are generated by the Sycamore Drainage Project.

If the above conditions of approval are acceptable, please sign this letter below and send back to the City, addressed to the City Manager. At that time, you will be free to proceed at your earliest convenience.

Sincerely,

Adam Ojeda; P.E.
City Engineer

Accepted by:

__________________________  _____________
Mike Hair Sr;      Date
Managing Member; LeOra LLC
Attachments:
  • Exhibit “C”

cc: Alfonso Noyola, City Manager
    Shannon Chaffin, City Attorney
    File
NOTE: This drawing supersedes Exhibit "C" as shown in the third amendment to the development agreement between the City of Arvin and LeOra LLC
THIRD AMENDMENT TO DEVELOPMENT AGREEMENT

This Third Amendment to Development Agreement ("Third Amendment") is made and entered into effective as of Mon, 5th, 2017, and entered into by or between LEORA, LLC, a California limited liability company ("Developer"), and the CITY OF ARVIN, a municipal corporation ("the City"). Developer and the City are collectively referred to herein as ("Parties").

RECITALS

A. The City previously entered into a Development Agreement with Sycamore Villas, LLC, ("Sycamore") pursuant to the authority of Government Code Sections 65864 through 65869.5 which was recorded on July 3, 2003, in the Kern County Official Records as Document Number 0203133456, ("Development Agreement").

B. Thereafter, K. Hovnanian at Cielo LLC represented it acquired title for a certain portion of the property from Sycamore Villas, LLC that was subject to the Development Agreement on November 11, 2005 ("KHAC Property"). The KHAC Property is not subject to this Third Amendment.

C. The Development Agreement was subsequently amended effective July 24th, 2007, by document entitled "Amendment To The Development Agreement," Agreement No. 2007-18, which was recorded on October 9, 2007, in the Kern County Official Records as Document Number 0207204984 ("First Amendment").

D. The Development Agreement was again subsequently amended and entered into as the June 12, 2009, by document entitled "Second Amendment To Development Agreement," Agreement No. 2009-26, which was recorded on December 18, 2009, in the Kern County Official Records as Document Number 0209185187 ("Second Amendment").

E. Thereafter, Developer subsequently obtained the rights and obligations under the Development Agreement for all remaining portions of the property legally described in Exhibit "A" attached hereto ("Property") and previously owned by Sycamore Villas, LLC that was not KHAC Property.

F. Effective November 1, 2016, the City and K. Hovnanian at Cielo LLC amended the Development Agreement by document entitled for the sake of reference "Third Amendment to Development Agreement," (Agreement No. 2016-42), which was recorded on December 8, 2016, in the Kern County Official Records as Document Number 0216176492 ("Hovnanian Third Amendment"). The Hovnanian Third Amendment is not subject to this Third Amendment, nor does this Third Amendment affect the Hovnanian Third Amendment, as each involves separate property subject to the Development Agreement.
G. The Parties now desire to enter into this Third Amendment to the Development Agreement. For reference purposes only, the Parties have identified this amendment as the “Third Amendment to Development Agreement” (“Third Amendment”).

H. This Third Amendment specifically applies only to the real property legally described in Exhibit A to this Third Amendment.

I. In conjunction with this Third Amendment, Developer has filed an application to subdivide a 2.584 acres parcel (APN 189-68-030), consisting of Lot 82 of Tract 5816, Phase 9, into 20 single-family lots (“Vesting Tentative Tract Map No. 7321”). Lot 82 was previously proposed as a potential park site. Developer has also requested a modification to development standards consistent with Resolution No. 02-49 (A Resolution of the Arvin City Council Approving Modifications to City Ordinances and Development Standards for Development of Real Property Situated Within City Limits) approved for Sycamore related to the Property, that would allow for reduction of the street frontage by five (5) feet per parcel and a reduction of parcel sizes to less than 6,000 square feet.

J. The City has determined that this Third Amendment furthers the public health, safety and general welfare, and that the provisions of this Agreement are consistent with the goals and policies of the General Plan. For the reasons recited herein, the City and Developer have determined that the project is a development for which an amendment to the Development Agreement is appropriate. It is also the intent of the Parties to clarify obligations for the Property and to resolve any potential claims against the City.

AGREEMENT

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

1. **Recitals.** The Recitals are incorporated into this Agreement as if set forth in full herein.

2. **Expedited Review and Inspections.** Any newly submitted improvement plans, architectural plans and structural plans for Tract 5816, Phases 5, 9 and 10, and Vesting Tentative Tract Map No. 7321, shall receive expedited review by the City, as more fully set forth on Exhibit “B” attached hereto. The City shall also hire or retain a building inspector to be available Tuesdays and Thursdays (unless otherwise mutually arranged by the Parties) for inspections for those periods of time when construction is actively occurring in Tract 5816, Phases 5, 9 and 10, and Vesting Tentative Tract Map No. 7321. Developer acknowledges that in some circumstances (such as an official holiday, unexpected illness, family emergency, etc.) the building inspector may not be available on the designated days; the City will use reasonable efforts to provide a building inspector so that such absence will not be extended. This requirement for expedited review and inspections shall not be required for any other property other than Tract 5816, Phases 5, 9 and 10, and Vesting Tentative Tract Map No. 7321.

3. **Reimbursement for Road Improvements.** Section 13.10 of the Development Agreement (added by the First Amendment, and modified by the Second Amendment) is amended to read as follows:

13.10 **Reimbursement for Road Improvements.** Pursuant to the First Amendment, Sycamore was entitled reimbursement for certain road improvements upon its completion in a manner satisfactory to City. These road improvements were (1) Comanche Drive from El Camino Real to Millux Road (the “Original Comanche Improvements”); (2) Millux Road from Comanche Drive to Meyer Street (the “Millux Improvements”); and (3) Meyer Street from Millux to El Camino Real (the “Meyer Improvements”). With Sycamore’s sale of APN 189-351-71 and 189-351-73 to the City of Arvin, under the Second Amendment Sycamore Developer will no longer be required to complete the Millux Improvements or the Meyer Improvements. Sycamore Developer will only be obligated to complete, and only be entitled to reimbursement for construction and installation of a portion of the Original Comanche Drive Improvements from El Camino Real to the property line of APN 189-351-71 southern boundary line of Phase 10, per the street improvement plans for said Phase (the “New Comanche Improvements”). The City shall not have any reimbursement obligations for construction of the New Comanche Improvements. Reimbursement shall be for the amount actually incurred, provide such amounts were reasonable
and necessary, to design and construct such road improvements, subject to a reimbursement cap. Under the First Amendment, the total cap for reimbursement of the entire construction of the Original Comanche Improvements was $350,000. Under this Second Amendment, the cap for reimbursement for the New Comanche Improvements shall be equal to the pro rata portion of the original $350,000 cap that is equal to the ratio that the total number of linear feet required to be completed as the New Comanche Improvements bears to the total number of linear feet originally required by the Original Comanche Improvements.

Nothing in this Second Amendment is intended to exempt the Conveyed Property from those requirements imposed, or that may be generally imposed from time to time, upon development, land use, building and similar activities within the City of Arvin by virtue of the City of Arvin's General Plan, ordinances, codes and policies.

4. **Additional Subdivision of Land.** Developer has filed an application to subdivide a 2.584 acres parcel (APN 189-68-30), consisting of Lot 82 of Tract 5816, Phase 9, into 20 single-family lots (“Vesting Tentative Tract Map No. 7321”). Notwithstanding any other provision in the Development Agreement, Developer i) may subdivide said land for an additional 20 single-family residential lots by an approved tract map; ii) is deemed to have satisfied, and is relieved from, any obligation to dedicate or build parkland related to Tract 5816, Phases 9 and 10; and ii) Developer shall pay City $200,000 as unrestricted funds. Said payment shall be due and payable on a pro-rated basis of $2,062 ($200,000/97 lots = $2,062) per lot subject to this Third Amendment before issuance of a certificate of occupancy for a structure on that lot.

5. **Surplus Dirt.** The City anticipates the potential for surplus dirt from its property as generally depicted on Exhibit “C”. City grants Developer a right of first refusal to acquire any portion of surplus dirt for a term ending upon the expiration of the Development Agreement as amended herein. If Developer exercises Developer’s right of first refusal within 15 days of notice from City, the surplus dirt shall be made available by City to Developer at no cost to Developer. Said surplus dirt is in “AS-IS” condition, and City makes no representation or warranty, express or implied, as to its condition or suitability for Developer’s purposes. If Developer exercises Developer’s first right of refusal, Developer shall be responsible for all costs associated with transporting the Developer’s dirt to the suitable area and coordinating with City regarding the same to ensure City’s construction on the surplus dirt site is not delayed. Developer is not authorized to enter the City’s construction site without express written consent by the City Manager. The Parties anticipate Developer will bring suitable earth moving equipment to the site to receive the surplus dirt at the property line from loaders and equipment operating on the surplus dirt site. Only if Developer fails to exercise its right of first refusal within the period provided herein, City shall have the right to sell or otherwise transfer the surplus dirt to a third party.

6. **Sump.** Developer owns a certain sump (temporary ponding basin) located at 1400 El Camino Real of Tract 5816, Phase 9 Lot 81. Within 90 days of the approval of this Third Amendment by City, Developer shall transfer said sump to City in fee simple at no cost to City.

7. **Fees.**
   (a) The total cost for all permits, inspections, checks, fees and other charges associated in any way with the development of real property or the construction of improvements on lots thereon (collectively, “Fees”) for single family residential lots within the Property shall remain capped at $2,300 per lot in accordance with Section 5 of the First Amendment and shall not be affected by this Third Amendment. To the extent fees have not been addressed by the First Amendment, such as those related to non-single family residential lots, the Fees shall remain as set forth in the Development Agreement, Paragraph 3.6 (Exactions).
   (b) The Fees related to the development of Tract 5816, Phase 9, Lots 35-39, 64,65 and 69 of Phases 5, and Vesting Tentative Tract Map No. 7321 shall be paid by Developer to City in advance within 30 days of receiving final approval of Vesting Tentative Tract Map No. 7321.

The total prepaid Fees paid in advance to City shall be $223,100 ($2,300 per lot x 97 lots).

01159.0005/335145.7
8. Term. Section 2.2 of the Development Agreement shall be amended to extend the term by an additional three (3) year period to July 3, 2026. Should a moratorium or any similar restriction on the issuance of building permits be imposed by any municipal or government agency that is applicable to the Property, the term of the Development Agreement shall be extended for a period equal to the length of the moratorium or restriction.

9. Remainder Unchanged. Except as specifically modified and amended in this Third Amendment, the Development Agreement as amended by the Parties remains in full force and effect and is binding upon the Parties.

10. Release. Parties, individually, and on behalf of its successors, trustees, creditors, and assigns, completely releases, acquits, and forever discharges the other Party, its agents, officers, employees, attorneys, successors, predecessors, insurers, and members of the governing board or council, from any and all claims, rights, demands, obligations, liabilities, claims or causes of action of any and every kind, nature and character, whether known or unknown, whether in law or in equity, which it may have had, or ever had, or could in the future have against the other Party for any act or omission that occurred prior to entering into the Third Amendment, and which are in any way related to the Development Agreement as amended. This release contained herein is made notwithstanding Section 1542 of the California Civil Code which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The Parties expressly acknowledges that this release is intended to include without limitation, all claims and causes of action that a Party does not know or suspect to exist in his favor and that this release contemplates the extinguishment of all such claims and causes of action for any acts, omissions or events which are in any way related to the Development Agreement as previously amended and occurred prior to the effective date of the Third Amendment. To be clear, and notwithstanding any other language in this Third Amendment, this release only applies to claims, etc., related to i) the Development Agreement as amended; and ii) the Property. Further, no claims arising after the date of this Third Amendment (i.e., future claims) are being released by either Party.

11. No Default. The Parties each represent and warrant to the other that, as of the date of this Third Amendment, neither Party is aware of any breach or default (or with the giving of notice or the passage of time, of any event that could constitute a breach or default) of the other Party under the Development Agreement. Nothing in this Paragraph shall constitute a waiver of Developer’s obligations to comply with the Development Agreement, including obligations to install any improvements that may be required by the Development Agreement as amended by the Parties, notwithstanding the passage of time.

12. Continuing Obligations. Developer shall comply with its Annual Review and other requirements of the Development Agreement as amended by the Parties.

13. No Admission of Liability. This Third Amendment and compliance with it, shall not operate or be construed as an admission by the City of any liability, misconduct, or wrongdoing whatsoever.

14. Counterparts. This Third Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same agreement.

15. Successors. This Third Amendment shall be binding upon and inure to the benefit of the heirs, executors, successors and assigns of the Parties hereto.
IN WITNESS WHEREOF, the Parties have duly executed this Third Amendment on the day and year first above written.

CITY OF ARVIN,
a municipal corporation

By: ____________________________
    Jose Gurrola, Mayor

May 17__th, 2017

ATTEST:

______________________________
Cecilia Vela, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: ____________________________
    Shannon Chaffin, City Attorney

LEORA, LLC
a California limited liability company

By: ____________________________
    Michael F. Hair, Managing Member

May 5__th, 2017

Note: Developer’s signature shall be notarized, and appropriate attestations shall be included as may be required by the bylaws, articles of incorporation, or other rules or regulations applicable to developer's business entity.

APPROVED AS TO FORM:

By: ____________________________
    Name: Manibel Calderon
    Title: Secretary
IN WITNESS WHEREOF, the Parties have duly executed this Third Amendment on the day and year first above written.

CITY OF ARVIN,
a municipal corporation

By: Jose Gurrola, Mayor

________________________, 2017

ATTEST:

Cecilia Vela, City Clerk

LEORA, LLC
a California limited liability company

By: Michael F. Hair, Managing Member

________________________, 2017

Note: Developer’s signature shall be notarized, and appropriate attestations shall be included as may be required by the bylaws, articles of incorporation, or other rules or regulations applicable to developer’s business entity.

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

By: Shannon Chaffin, City Attorney

APPROVED AS TO FORM:

By: ________________________

Name: ________________________

Title: ________________________
IN WITNESS WHEREOF, the Parties have duly executed this Third Amendment on the day and year first above written.

CITY OF ARVIN,  
a municipal corporation

By: ____________________________  
    Jose Gurrola, Mayor

______________________________, 2017

ATTEST:

______________________________  
Cecilia Vela, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: ____________________________  
    Shannon Chaffin, City Attorney

LEORA, LLC  
a California limited liability company

By: ____________________________  
    Michael F. Hair, Managing Member

______________________________, 2017

Note: Developer’s signature shall be notarized, and appropriate attestations shall be included as may be required by the bylaws, articles of incorporation, or other rules or regulations applicable to developer’s business entity.

APPROVED AS TO FORM:

By: ____________________________  
    Name: ________________________  
    Title: _________________________

Leora, LLC
ACKNOWLEDGMENT

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

State of California
County of Kern

On May 17, 2017 before me, Cecilia Vela, Notary Public

(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature __________________________ (Seal)
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California
County of Kern

On May 5, 2017 before me, Claudia Judith Sandoval, Notary Public, personally appeared Michael E. Hare, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Agreement No. 2017-06
Document Date: May 5, 2017
Number of Pages: 1
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)
Signer’s Name:
☐ Corporate Officer – Title(s):
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

Signer’s Name:
☐ Corporate Officer – Title(s):
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907
ACKNOWLEDGMENT

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

State of California
County of Kern

On 5-17-17 before me, Elaine Noriega
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Elaine Noriega
(Seal)
Exhibit A
Legal Description of Developer Property

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

LOTS 1 TO 20, 31 THROUGH 67 AND 69 THROUGH 82 OF TRACT 5816-PHASE 9 IN THE CITY OF ARVIN, COUNTY OF KERN, STATE OF CALIFORNIA AS PER MAP RECORDED DECEMBER 5, 2006 IN BOOK 56, PAGES 171 THROUGH 176, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

(APN'S 189-671-01 THROUGH 09, 189-672-01 THROUGH 06, 189-672-17 THROUGH 20, 189-673-01 THROUGH 23, 189-680-01 THROUGH 15 AND 17 THROUGH 30)

PORTION OF PARCEL 3 SOUTH OF EL CAMINO REAL, OF PARCEL MAP 11401 IN THE CITY OF ARVIN, COUNTY OF KERN, STATE OF CALIFORNIA AS PER MAP RECORDED MAY 16, 2006 IN BOOK 54, PAGES 192 THROUGH 194, INCLUSIVE, OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. A CERTIFICATE OF CORRECTION RECORDED MAY 23, 2007 DOCUMENT NUMBER 0207109743, OF OFFICIAL RECORDS.

(APN 189-351-81)

LOTS 35 THROUGH 39, INCLUSIVE; AND LOTS 64, 65 AND 69 OF TRACT NO. 5816 PHASE 5 & 6, IN THE CITY OF ARVIN, COUNTY OF KERN, STATE OF CALIFORNIA, AS PER MAP RECORDED JUNE 15, 2005, IN BOOK 53 PAGES 115 AND 116 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

(APN'S 189-571-01-00-2, 189-571-02-00-5, 189-571-03-00-8, 189-571-04-00-1, 189-571-05-00-4, 189-574-01-00-3, 189-574-05-00-5, 189-574-06-00-8)
A. Improvement Plans:

The City will use reasonable efforts to turn around newly submitted plan checks within three weeks from the first submittal date and two weeks from each additional plan check. These deadlines shall not apply unless a complete plan check packet is submitted with all required information.

B. Architectural & Structural Plans. The City will also use reasonable efforts to turn around newly submitted architectural and structural plans within three weeks from the first submittal date and two weeks from each additional plan check. These deadlines shall not apply unless a complete plan check packet is submitted with all required information.

C. Building Permits. The City shall issue building permits to Developer within one week from an application date. These deadlines shall not apply unless a complete packet is submitted with all required information.
EXHIBIT “C”

Surplus Dirt Property
COUNTY OF KERN
CITY OF ARVIN

TRACT 5816
PHASE 9

TRACT 5816
PHASE 10

CITY WWTP

PROPOSED SURPLUS DIRT SITE
SYCAMORE DRAINAGE PROJECT - SUMP
(SCHEDULED FOR CONSTRUCTION SPRING OF 2017)

EXHIBIT C
PROPOSED SURPLUS DIRT SITE
RESOLUTION NO. ______


WHEREAS, pursuant to the Maddy Act, California Government Code Section 54970 et seq., requires the City Council to prepare a Local Appointments List, which lists all regular and ongoing boards, commissions, and committees which are appointed by the City Council;

WHEREAS, the Local Appointments List is required to be made available to members of the public;

WHEREAS, the City Council of the City of Arvin desires to adopt the 2018 Local Appointments List.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Arvin as follows:

1. The City Council has prepared an appointments list of all regular and ongoing boards, commissions, and committees which are appointed by the City Council, the 2018 Local Appointments List, which is attached as Exhibit “A.” The City Clerk is directed to make the Local Appointments List available to members of the public consistent with the requirements of the Maddy Act, including posting at the Arvin Branch of the Kern County Library.

Reso 2018 Local Appointments List
Page 1 of 3
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 16th day of January 2018 by the following vote:

AYES: ____________________________________________________________

NOES: ____________________________________________________________

ABSTAIN: _________________________________________________________

ABSENT: _________________________________________________________

ATTEST

______________________________
CECILIA VELA, City Clerk

CITY OF ARVIN

By: __________________________
    JOSE GURROLA, Mayor

APPROVED AS TO FORM:

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

Exhibit A: 2018 Local Appointments List

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.
# EXHIBIT “A”
## 2018 LOCAL APPOINTMENTS LIST
### CITY OF ARVIN BOARDS, COMMISSIONS & COMMITTEES 2018

<table>
<thead>
<tr>
<th>Member</th>
<th>Appointment</th>
<th>Expiration Date</th>
<th>Seat Filled By A:</th>
<th>Meeting Schedule</th>
<th>Meeting Location</th>
<th>Pay, Stipend, or Other</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ARVIN PLANNING COMMISSION</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Janett Zavala</td>
<td>Jan 6, 2015</td>
<td>Dec 2018</td>
<td>Each councilmember appoints a resident of Arvin.</td>
<td>Every 2nd Tuesday @ 6pm</td>
<td>City of Arvin Council Chambers, 200 Campus Dr, Arvin.</td>
<td>None. Reimbursement for pre-approved travel/mileage.</td>
</tr>
<tr>
<td>Olivia Trujillo</td>
<td>July 21, 2015</td>
<td>Dec 2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gerardo Tinoco</td>
<td>July 21, 2015</td>
<td>Dec 2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Miguel Rivera</td>
<td>Feb 7, 2017</td>
<td>Dec 2020</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yesenia Martinez</td>
<td>Feb 21, 2017</td>
<td>Dec 2020</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Purpose / Duties / Qualifications
The planning commission shall consist of five (5) members who shall be qualified electors residing within the city. The planning commission shall exercise all duties established by the laws of the state relating to city planning commissions and such additional duties as may be prescribed by the city council. The planning commission plays a critical role in the evaluation and approval of development entitlements for new industrial, commercial and residential development and the expansion of existing industrial, commercial and residential facilities; in ensuring the development in the City is not detrimental to the public health, safety and welfare; and in facilitating economic development in the City. The filing of a Statement of Economic Interest disclosing certain personal financial holdings is required upon appointment and annually thereafter is required. (Government Code sections 81000-91014); Two hours of training in general ethics principles and ethics law upon appointment, and every two years thereafter is required. (Government Code 53235(b), 53235.1)

<table>
<thead>
<tr>
<th>Member</th>
<th>Appointment</th>
<th>Expiration Date</th>
<th>Seat Filled By A:</th>
<th>Meeting Schedule</th>
<th>Meeting Location</th>
<th>Pay, Stipend, or Other</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>KERN MOSQUITO &amp; VECTOR CONTROL DISTRICT</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lowell Chalk</td>
<td>Feb 7, 2017</td>
<td>Feb 2021</td>
<td>Resident of Arvin Councilmember</td>
<td>Every 2nd Wednesday @ 11:30am</td>
<td>KMVCD Office, 4705 Allen Rd, Bakersfield</td>
<td>$100 per meeting and no more than $100 per month.</td>
</tr>
</tbody>
</table>

### Purpose / Duties / Qualifications
The primary objective shall be the progressive elimination of mosquito breeding places, the objective to be accomplished by an educational service on control measures, performing services of temporary relief control, establishing projects of source reduction, using abatement procedure methods when necessary, and by general policy of cooperation. The Board is made up of eight (8) Trustees; four appointed by the Kern County Board of Supervisors, one each by City Councils of Bakersfield, Arvin, Shafter, and Wasco. To be eligible to serve as the City of Arvin District Trustee of the KMVCD Board, the individual must be at least 18 years of age, and an elector and resident of the City of Arvin. The filing of a Statement of Economic Interest disclosing certain personal financial holdings is required upon appointment and annually thereafter is required (Government Code sections 81000-91014). Two hours of training in general ethics principles and ethics law upon appointment, and every two years thereafter is required. (Government Code 53235(b), 53235.1).
TO: Arvin City Council

FROM: Adam Ojeda, P.E., City Engineer
Alfonso Noyola, ICMA-CM, City Manager

SUBJECT: Resolution for the Approval and Recordation of Grant Deed for Lot 81 of Tract 5816 Phase 9

BACKGROUND:

Tract 5816 is a housing subdivision that has been ongoing in Arvin for a number of years, and has been comprised of multiple phases. Phase 9 of Tract 5816 was accepted by the city, and the tract map was recorded by the County Recorder on December 5, 2006. Lot 81 of this tract is occupied entirely by the drainage sump at the corner of El Camino Real and Tesoro Drive as shown on the attached County Assessor’s map. The lot is 2.57 acres in size.

As a part of the development agreement entered into between the home builder, LeOra LLC, and the City of Arvin, the lot was required to be dedicated to the City at the conclusion of the phase. As such, the home builder has provided a signed and notarized grant deed to satisfy this condition of the development agreement.

FINANCIAL IMPACT:

The sump is already within the boundaries of Lighting and Landscaping Maintenance District 1, and the funds collected through the annual assessments for the LLMD are used by the city to provide routine maintenance of the sump. Therefore, no additional financial impact is anticipated at this time.

RECOMMENDATION:

Staff recommends the approval and recordation of the grant deed for lot 81 of Tract 5816 Phase 9.

ATTACHMENTS:
Resolution
Grant Deed and Notary Acknowledgement
Assessor’s Map
RESOLUTION NO. ________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN FOR
THE APPROVAL AND RECORDATION OF GRANT DEED FOR LOT 81
OF TRACT 5816 PHASE 9

WHEREAS, Tract 5816 is a housing subdivision that has been ongoing in Arvin for a number of years; and

WHEREAS, Phase 9 of Tract 5816 was accepted by the city, and the tract map was recorded by the County Recorder on December 5, 2006.; and

WHEREAS, Lot 81 of this tract is occupied entirely by the drainage sump at the corner of El Camino Real and Tesoro Drive; and

WHEREAS, The lot is 2.57 acres in size; and

WHEREAS, As a part of the development agreement entered into between the home builder, LeOra LLC and the City of Arvin, the lot was required to be dedicated to the City at the conclusion of the phase; and

WHEREAS, The home builder has provided a signed and notarized grant deed to satisfy this condition of the development agreement; and

WHEREAS, The sump is already within the boundaries of Lighting and Landscaping Maintenance District 1, and the funds collected through the annual assessments for the LLMD are used by the city to provide routine maintenance of the sump; and

WHEREAS, No additional financial impact is anticipated at this time; and

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

Section 1: The foregoing recitals are true and correct.

Section 2: The City Council of the City of Arvin accepts the grant deed of Lot 81 of Tract 5816 Phase 9.

Section 3: The City Clerk is authorized to submit the grant deed to the County Recorder's office, and pay applicable fees for the recordation of the grant deed.

/////
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 16th day of January 2018 by the following vote:

AYES: 

NOES: 

ABSTAIN: 

ABSENT: 

ATTEST

CECILIA VELA, City Clerk

CITY OF ARVIN

By: JOSE GURROLA, 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  
Attn: City Clerk  
200 Campus Drive  
Arvin, CA 93203

---

SPACE ABOVE THIS LINE FOR RECORDER’S USE

---

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, LeOra LLC, a California Limited Liability Company, hereby grants to the City of Arvin all the real property situated in the City of Arvin, County of Kern, State of California, described as:

Lot 81 of Tract 5816 Phase 9 per Tract Map recorded December 5, 2006 as Document No. 206297702 and filed in Map Book 56, Pages 171-176 in the Kern County Recorder’s Office

IN WITNESS WHEREOF, THE UNDERSIGNED, BY IT’S DUTY AUTHORIZED OFFICERS, HAS EXECUTED THIS INSTRUMENT THIS 10th DAY OF May, 2017.

GRANTOR: LeOra LLC, a California Limited Liability Company

[Signature]
Michael F. Hair Jr. Manager

See attached Acknowledgment
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California  
County of Kern  


Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) are subscribed to the within instrument and acknowledged to me that they executed the same in their own authorized capacity(ies), and that by their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant Deed  
Document Date: May 10, 2017

Number of Pages:  
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

□ Corporate Officer — Title(s):  
□ Partner — Limited  
□ Individual  
□ Trustee  
□ Other:  

Signer Is Representing:

Signer's Name:

□ Corporate Officer — Title(s):  
□ Partner — Limited  
□ Individual  
□ Trustee  
□ Other:  

Signer Is Representing:
TO: Successor Agency to the Arvin Community Redevelopment Agency
FROM: Jeff Jones, Treasurer
Alfonso Noyola, Executive Director
SUBJECT: Approval of ROPS 18-19 for Period July 2018 to June 2019 and Authorize Staff to Submit Report to the Oversight Board for Approval

DISCUSSION

As part of the RDA wind down process, each successor agency is responsible for drafting a Recognized Obligations Payment Schedule (ROPS) delineating the enforceable obligations of the former RDA and their source of payment every year. ROPS are subject to the approval of the local oversight board.

In the past, the ROPS were presented every six months. The State of California has changed the reporting period to be an annual report.

In compliance with this requirement, Staff has prepared ROPS 18-19 for the Period July 2018 to June 2019 which is due to the Department of Finance (DOF) by February 1, 2018. Attached is the ROPS that Staff is recommending for submittal. This list includes all obligations that have been identified and the amounts requested for payment in this cycle. Items are listed under the RPTTF column for Admin or Non Admin obligations. “RPTTF” stands for Redevelopment Property Tax Trust Fund. These are the revenues collected through the property taxes. These funds must be used first to meet debt obligations and any remaining obligations may be funded with the RPTTF.

The rows highlighted in red on the “Obligation Payment Schedule” are items that have been denied in previous ROPS requests. Staff has kept them on the ROPS schedule in order to keep them active and give the City an opportunity to revisit these requests in future submissions.

The main item identified for payment during this cycle will be the funds to meet bond obligations for a principal and interest payment in March and September. Added on the ROPS the Annual Trustee Fees that will be paid to Wells Fargo, legal fees, and general maintenance expenditures for the properties currently owned by the Successor Agency. The allowable amount for Administrative Costs is another component of this schedule.

The total available RPTTF through property taxes may be less than the amounts being requested on the ROPS. When this occurs the obligations that cannot be funded in this cycle will be carried over into the next ROPS cycle.

Once the ROPS is approved by the Successor Agency, it will be submitted to the Oversight Board for approval and then to the DOF, Kern County Auditor Controller and the State Controller’s Office for review and approval.

RECOMMENDATION

Staff recommends that the Successor Agency Board approve ROPS 18-19 for the Period July 2018 to June 2019 and authorized staff to submit this also to the Oversight Board for its approval.
Recognized Obligation Payment Schedule (ROPS 18-19) - Summary
Filed for the July 1, 2018 through June 30, 2019 Period

Successor Agency: Arvin  
County: Kern

<table>
<thead>
<tr>
<th>Current Period Requested Funding for Enforceable Obligations (ROPS Detail)</th>
<th>18-19A Total (July - December)</th>
<th>18-19B Total (January - June)</th>
<th>ROPS 18-19 Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Enforceable Obligations Funded as Follows (B+C+D):</td>
<td>$</td>
<td>-</td>
<td>$</td>
</tr>
<tr>
<td>B Bond Proceeds</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>C Reserve Balance</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>D Other Funds</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>E Redevelopment Property Tax Trust Fund (RPTTF) (F+G):</td>
<td>$</td>
<td>1,187,307</td>
<td>$</td>
</tr>
<tr>
<td>F RPTTF</td>
<td>1,062,307</td>
<td>233,000</td>
<td>1,295,307</td>
</tr>
<tr>
<td>G Administrative RPTTF</td>
<td>125,000</td>
<td>125,000</td>
<td>250,000</td>
</tr>
<tr>
<td>H Current Period Enforceable Obligations (A+E):</td>
<td>$</td>
<td>1,187,307</td>
<td>$</td>
</tr>
</tbody>
</table>

Certification of Oversight Board Chairman:
Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name ___________________________ Title ___________________________

/s/ ___________________________ Date ___________________________ 
Signature ___________________________ Date ___________________________
| A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P | Q | R | S | T | U | V | W | X | Y | Z |
| Item # | Project Name/Debt Obligation | Obligation Type | Contract/Agreement | Description/Project Scope | Total Outstanding Debt or Obligation | Project Area | Total Outstanding Debt or Obligation | Reserve | ROPS 18-19 | Reserve Balance | Other Funds | RPTTF | Admin RPTTF | Total | Reserve Balance | Other Funds | RPTTF | Admin RPTTF | Total | Reserve Balance | Other Funds | RPTTF | Admin RPTTF | Total | Reserve Balance | Other Funds | RPTTF | Admin RPTTF | Total |
| 1 | Legal fees regarding RDA issues and Project Area Admin Costs | Legal Services |  | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | Bonds issued to fund RDA Projects | Bonds issued to fund RDA Projects | | 9/15/2015 | 7/1/2014 | 7/1/2014 | | | | | | | | | | | | | | | | | | | | | | | | |
Arvin Recognized Obligation Payment Schedule (ROPS 18-19) - Report of Cash Balances
July 1, 2015 through June 30, 2016
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see Cash Balance Tips Sheet.

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
<th>H</th>
<th>I</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Fund Sources</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Bond Proceeds</strong></td>
<td><strong>Reserve Balance</strong></td>
<td><strong>Other</strong></td>
<td><strong>RPTTF</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bonds issued on or before 12/31/10</td>
<td>Bonds issued on or after 01/01/11</td>
<td>Prior ROPS period balances and DDR RPTTF balances retained</td>
<td>Prior ROPS RPTTF distributed as reserve for future period(s)</td>
<td>Rent, grants, interest, etc.</td>
<td>Non-Admin</td>
<td>Admin</td>
<td>Comments</td>
<td></td>
</tr>
</tbody>
</table>

Cash Balance Information for ROPS 15-16 Actuals (07/01/15 - 06/30/16)

1. **Beginning Available Cash Balance (Actual 07/01/15)**

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
<th>H</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>755,354</td>
</tr>
</tbody>
</table>

2. **Revenue/Income (Actual 06/30/16)**
   RPTTF amounts should tie to the ROPS 15-16 total distribution from the County Auditor-Controller during June 2015 and January 2016.

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>21</td>
<td>19,362</td>
</tr>
</tbody>
</table>

3. **Expenditures for ROPS 15-16 Enforceable Obligations (Actual 06/30/16)**

4. **Retention of Available Cash Balance (Actual 06/30/16)**
   RPTTF amount retained should only include the amounts distributed as reserve for future period(s).

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>717,795</td>
</tr>
</tbody>
</table>

5. **ROPS 15-16 RPTTF Balances Remaining**
   No entry required

6. **Ending Actual Available Cash Balance (06/30/16)**
   C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 + 5)

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
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<tr>
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<td>755,375</td>
<td>19,362</td>
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<tr>
<td>Item #</td>
<td>Notes/Comments</td>
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</tr>
<tr>
<td>1</td>
<td>includes interest due and sinking payment due on 2005 TA bonds</td>
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<tr>
<td>2</td>
<td>includes interest due and sinking payment due on 2008 TA bonds</td>
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<tr>
<td>11</td>
<td>although prior denied by DOF, City is working on obtaining information to restore this obligation</td>
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<td>12</td>
<td>although prior denied by DOF, City is working on obtaining information to restore this obligation</td>
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<tr>
<td>27</td>
<td>please retire from schedule; item is covered as part of $250,000 admin allowance.</td>
<td></td>
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<td>28</td>
<td>please retire from schedule; item is covered as part of $250,000 admin allowance.</td>
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<td>36</td>
<td>please retire from schedule; item is covered as part of $250,000 admin allowance.</td>
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<td>39</td>
<td>please retire from schedule; item is covered as part of $250,000 admin allowance.</td>
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<td>40</td>
<td>please retire from schedule, SA is not requesting reimbursement.</td>
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<td>41</td>
<td>please retire from schedule, SA is not requesting reimbursement.</td>
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<td>Item #</td>
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</tbody>
</table>
TO: Arvin City Council
FROM: Cecilia Vela, City Clerk
Alfonso Noyola, ICMA-CM City Manager

SUBJECT: Election of Vice Mayor in Accordance with Resolution No. 06-07.

BACKGROUND
At their meeting of March 14, 2006, the Mayor and Councilmembers of the Arvin City Council voted unanimously to adopt Resolution No. 06-07 that established a policy that provides for the annual rotation of the vice mayor chair.

The annual rotation policy of Resolution No. 06-07 for the vice mayor chair is set as follows:
1) At the first City Council meeting of each year, the City Council shall nominate, vote and elect the vice-mayor.
2) The elected vice-mayor shall serve until the end of his/her elected or appointed term or until the end of the one-year vice-mayor term, whichever event occurs first.
3) Nothing in Resolution No. 06-07 shall prevent a council member from nominating his or her own self; and
4) Nothing in Resolution No. 06-07 shall prevent a council member from serving as vice-mayor for consecutive terms; and
5) The Mayor is prohibited from serving as the vice-mayor during his or her term as Mayor.

RECOMMENDATION
Staff recommends that the Council hold an election of vice mayor in accordance with the policy established by Resolution No. 06-07.

The following is a recommended election process however, the Council may use another method for nominating and electing a Vice Mayor.

1) The Mayor shall open nominations.
2) Either the Mayor or a Councilmember may motion to nominate another Councilmember or with the exception of the Mayor, may nominate themselves.
3) Once a motion and second motion is made to nominate a Councilmember, a roll call vote shall be taken.
4) The nominated Councilmember shall obtain the seat of Vice Mayor if they receive a majority vote in favor (no less than 3).
5) If the nominated Councilmember does not obtain a majority vote, the Mayor shall re-open nominations and the nomination and voting process shall continue as listed above until a Councilmember is successful in obtaining a majority vote; thus obtaining the seat of Vice Mayor.

FINANCIAL IMPACT
None

ATTACHMENTS
Resolution No. 06-07
RESOLUTION NO. 06-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN REGARDING THE ANNUAL ROTATION OF THE VICE-MAYOR CHAIR.

WHEREAS, the City Council unanimously voted to establish a policy that provides for the annual rotation of the vice-mayor chair; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Arvin as follows:

1. The above recitals are true and correct;
2. At the first City Council meeting of each year, the City Council shall nominate, vote and elect the vice-mayor.
3. The elected vice-mayor shall serve until the end of his/her elected or appointed term or until the end of the one-year vice-mayor term, whichever event occurs first.
4. Nothing in this resolution shall prevent a council member from nominating his or her own self; and
5. Nothing in this resolution shall prevent a council member from serving as vice-mayor for consecutive terms; and
6. The Mayor is prohibited from serving as the vice-mayor during his or her term as Mayor.

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the Arvin City Council at a regular meeting thereof held on the 14th of March, 2006 by the following vote:

AYES: CM Flores, CM Stoner, CM McNeill, MPT Ojeda, Mayor Tarver

NOES: ________________________________

ABSTAIN: ________________________________

ABSENT: ________________________________

CITY OF ARVIN

By: TIM TARVER, Mayor

APPROVED AS TO FORM:

By: LAURA OLIVIER, City Attorney

CECILIA VELA, City Clerk
City of Arvin - General Fund Revenue Analysis  
Fiscal Year 2017-18 as of 12/31/17. % of year = 50  
Based on revised budget adopted 11/04/2017  
dollars in thousands ($000)

<table>
<thead>
<tr>
<th>Category</th>
<th>Budget</th>
<th>YTD</th>
<th>Budget %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Cost Recovery</td>
<td>236</td>
<td>118</td>
<td>50.0%</td>
</tr>
<tr>
<td>Franchise Fees</td>
<td>385</td>
<td>105</td>
<td>27.3%</td>
</tr>
<tr>
<td>Grants</td>
<td>409</td>
<td>98</td>
<td>24.0%</td>
</tr>
<tr>
<td>Planning Department Fees</td>
<td>500</td>
<td>78</td>
<td>15.6%</td>
</tr>
<tr>
<td>Police Department Fees</td>
<td>170</td>
<td>43</td>
<td>25.3%</td>
</tr>
<tr>
<td>*Property Tax Fees</td>
<td>416</td>
<td>120</td>
<td>28.8%</td>
</tr>
<tr>
<td>Rental of Facilities</td>
<td>51</td>
<td>26</td>
<td>51.0%</td>
</tr>
<tr>
<td>**Sales Tax - general</td>
<td>731</td>
<td>243</td>
<td>33.2%</td>
</tr>
<tr>
<td>**Sales Tax - Measure L</td>
<td>1,267</td>
<td>682</td>
<td>53.8%</td>
</tr>
<tr>
<td>***Vehicle License Fees/taxes</td>
<td>1,603</td>
<td>1,012</td>
<td>63.1%</td>
</tr>
<tr>
<td>One-Time Revenue</td>
<td>100</td>
<td>100</td>
<td>100.0%</td>
</tr>
<tr>
<td>Net revenue received</td>
<td>5,868</td>
<td>2,625</td>
<td>44.7%</td>
</tr>
<tr>
<td>Recovery of PY Sewer expense (a)</td>
<td>1,000</td>
<td>1,000</td>
<td>100.0%</td>
</tr>
<tr>
<td>Total General Fund Revenue YTD</td>
<td>6,868</td>
<td>3,625</td>
<td>52.8%</td>
</tr>
</tbody>
</table>

* - Property Tax revenue is generally received in December and April/May.  
** - General Sales Tax and Measure L Sales Tax revenue are received two months in arrears.  
*** - Vehicle license in-lieu of fees are received twice per year - generally in December and in April.  
(a) - approved by Council - item 6.C on 11/07/17
City of Arvin - General Fund Expense Analysis  
Fiscal Year 2017-18 as of 12/31/17. % of year = 50  
Based on revised budget adopted 11/04/2017  
dollars in thousands ($000)

<table>
<thead>
<tr>
<th>Category</th>
<th>Budget</th>
<th>YTD</th>
<th>Budget %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries and Benefits</td>
<td>3,914</td>
<td>2,075</td>
<td>53.0%</td>
</tr>
<tr>
<td>Kern County Contracts</td>
<td>617</td>
<td>309</td>
<td>50.1%</td>
</tr>
<tr>
<td>General City Expenses</td>
<td>359</td>
<td>104</td>
<td>29.0%</td>
</tr>
<tr>
<td>*Professional Service Contracts</td>
<td>352</td>
<td>241</td>
<td>68.5%</td>
</tr>
<tr>
<td>Maintenance</td>
<td>227</td>
<td>123</td>
<td>54.2%</td>
</tr>
<tr>
<td>Legal</td>
<td>221</td>
<td>221</td>
<td>100.0%</td>
</tr>
<tr>
<td>Information Technology</td>
<td>115</td>
<td>49</td>
<td>42.6%</td>
</tr>
<tr>
<td>Utilities</td>
<td>183</td>
<td>112</td>
<td>61.2%</td>
</tr>
<tr>
<td>Interest</td>
<td>75</td>
<td>31</td>
<td>41.3%</td>
</tr>
<tr>
<td>Grant expenses</td>
<td>265</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td>One-time expenses</td>
<td>100</td>
<td>10</td>
<td>10.0%</td>
</tr>
<tr>
<td><strong>Total General Fund Expenses</strong></td>
<td>6,428</td>
<td>3,275</td>
<td>51.0%</td>
</tr>
</tbody>
</table>

*Prof Serv Contracts: ($241k year to date)

Finance:
- Interim Finance Director: 22
- BHK - Bank reconciliations: 24
- Finance Director Recruit: 15
- Pun Group (Audit): 8
- **Finance total**: 69

Planning/Engineering:
- JAS Pacific: 127
- QK: 20
- DeWalt: 25
- **Planning/Engineering total**: 172