



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

**TUESDAY FEBRUARY 20, 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
	Jess Ortiz	Mayor Pro Tem
	Jazmin Robles	Councilmember
	Erika Madrigal	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 Robles _____ CM Madrigal _____ CM Martinez _____ MPT Ortiz _____ 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 February 02, 2018 – February 15, 2018.
- B. Approval of Payroll Register(s) of February 09, 2018.
- C. Approval of the Minutes of the Regular Meeting(s) of February 06, 2018.
- D. Approval of Impact Fee Report for Fiscal Year 2016-2017.
- E. Approval of A Resolution of the City Council of the City of Arvin Authorizing Submittal of An Application for the State Transit Assistance State of Good Repair (SGR) Fund for the City of Arvin and Authorizing the City Manager, or His Designee to Execute All Related Grant Documents and Authorizing Related Action.
- F. Approval of A Professional Services Agreement Between the City of Arvin and the Local Government Commission and the Dolores Huerta Foundation for the Safe Routes to School Plan; and Authorizing Related Action.
- G. Approval of A Resolution of the City Council of the City of Arvin Authorizing Submittal of An Application for A CalTrans Sustainable Transportation Planning Grant to Update the General Plan for the City of Arvin and Authorizing the City Manager, or His Designee to Execute All Related Grant Documents and Authorizing Related Action.
- H. Approval of Task Order No. 1801 from DeWalt Corporation for Construction Management Services for the DiGiorgio Sidewalk Project in the Amount of \$12,215.00.
- I. Approval of Task Order No. 1802 from DeWalt Corporation for Construction Management Services for the Veolia Waste Water Treatment Facility Concrete Pavement Project in the amount of \$32,705.00.
- J. Approval of A Resolution of the City Council of the City of Arvin Approving the Engineer’s Report for Landscape and Lighting Maintenance District No. 2.

- K. Approval of A Resolution of the City Council of the City of Arvin Declaring Intention to Annex Tract 5816 Phase 10A, 5816 Phase 10B, 7321, Garden in the Sun Park, and the Walnut Street Extension Project North of CA-223 to Landscaping and Lighting Maintenance District No. 2 Annexation No. 1 and to Levy and Collect Assessments on Landscaping and Lighting Maintenance District No. 2 Annexation No. 1 Together With Landscaping and Lighting Assessment No. 2 Commencing Fiscal Year 2018-2019 Pursuant to the Landscaping and Lighting Act of 1972 for the Maintenance and Servicing of Lighting and Landscaping and Setting the Time and Place of the Hearing on the Proposed Annexation and the Proposed Levy and Collection of Assessments.
- L. Approval of A Resolution of the City Council of the City of Arvin Approving the Professional Services Agreement between the City of Arvin and Kern Council of Governments for Geographical Information Services (GIS) and Authorizing the City Manager or Designee to Enter Into Agreement.

Staff recommends approval of Consent Agenda.

Motion _____ Second _____ Vote _____

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

4. STAFF REPORTS

- A. [Monthly Financial Report – January 2018](#) (Finance Director)

5. COUNCIL MEMBER COMMENTS

6. 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
One Potential Case
- C. 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.

7. 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 February 15, 2018.

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

Cecilia Vela, City Clerk

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DEMAND LIST 2.5.18

Date: 02/07/2018

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City of Arvin

Ref. No.	Vendor Name	Invoice No.	Posting Date	PONumber	Invoice Date	Invoice Description	Invoice Amount
46242	ADOBE PLAZA REFUND		02/07/2018		02/07/2018	REFUND EVENT 2.24.18 CANCEL	1,080.00
		RECEIPT#30375&30376					1,080.00
						Vendor Total:	1,080.00
46239	ALLSTATE		02/07/2018		02/07/2018	POST TAX JANUARY 2018	350.73
		CASE#91936 JAN 2018					350.73
						Vendor Total:	350.73
46222	ARVIN COMM SERVICES DIST		02/06/2018		02/06/2018	SVC. 12.18.17-1.22.18	5,139.67
		CITY OF ARVIN 12.18.17-1.22.18					5,139.67
						Vendor Total:	5,139.67
46175	ARVIN POLICE OFFICERS		02/01/2018		02/01/2018	UNION DUES 1.12.18-1.26.18	640.00
		APOA UNION DUES 1.12-1.26.18					640.00
						Vendor Total:	640.00
46185	ARVIN TRUE VALUE		02/01/2018		02/01/2018	FREEZER PROJECT-ANIMAL CON	22.99
		A93414					22.99
						Vendor Total:	22.99
46176	BANK OF AMERICA - CC		02/01/2018		02/01/2018	CREDIT CARD TRANSACTIONS 12	319.47
		CC TRANSACTIONS 12.25.17					319.47
46177	BANK OF AMERICA - CC		02/01/2018		02/01/2018	CREDIT CARD TRANSACTION 01/	2,269.38
		CC TRANSACTION 1.25.18					2,269.38
						Vendor Total:	2,588.85
46178	BANK OF AMERICA - SVC CHGS		02/01/2018		02/01/2018	SVC CHARGES DEC. 2017	516.11
		SVC. CHARGES 12.2017					516.11
46179	BANK OF AMERICA - SVC CHGS		02/01/2018		02/01/2018	SVC. CHARGES MAY 2017	546.24
		SVC. CHARGES 6.15.17					546.24
						Vendor Total:	1,062.35
46223	BLACKBURN OIL COMPANY LLC		02/06/2018		02/06/2018	FUEL USAGE REPORT JAN. 2018	7,845.31
		FUEL USAGE JAN. 2018					7,845.31
						Vendor Total:	7,845.31
46180	C & T AUTOMOTIVE, INC		02/01/2018		02/01/2018	MAINTENANCE FLEET#319	49.75
		23286					49.75
46181	C & T AUTOMOTIVE, INC		02/01/2018		02/01/2018	MAINTENANCE FLEET#276	45.12
		23287					45.12
46182	C & T AUTOMOTIVE, INC		02/01/2018		02/01/2018	MAINTENANCE FLEET#318	49.75
		23288					49.75
46183	C & T AUTOMOTIVE, INC		02/01/2018		02/01/2018	MAINTENANCE FLEET#304	59.75
		23292					59.75
46224	C & T AUTOMOTIVE, INC		02/07/2018		02/07/2018	MAINTENANCE FLEET#277	627.11
		900023553					627.11
46225	C & T AUTOMOTIVE, INC		02/07/2018		02/07/2018	MAINTENANCE FLEET#275	256.75
		900023457					256.75
						Vendor Total:	1,088.23
46184	CENTRAL CALIF. ASSOC. PUBLIC		02/01/2018		02/01/2018	UNION DUES 1.26.18	698.89
		COA UNION DUES 1.26.18					698.89
						Vendor Total:	698.89
46243	COMMUNICATION ENTERPRISES		02/07/2018		02/07/2018	LTR 450 PAMPA DISPATCH-TRANS	135.00
		1093942					135.00
						Vendor Total:	135.00
46186	COMPLETE HARDWARE STORE & MORE		02/01/2018		02/01/2018	FREEZER PROJECT-ANIMAL CON	17.30
		174440					17.30
						Vendor Total:	17.30

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Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
46226	FIDELITY NATIONAL TITLE	00024359	02/07/2018		02/07/2018	RECORDING FEE-GRANT DEED	74.00
						Vendor Total:	74.00
46236	FORD MOTOR CREDIT COMPANY LLC	1463552	02/07/2018		02/07/2018	4 - 2017 FORD POLICE UTILITY	51,371.04
						Vendor Total:	51,371.04
46227	FORENSIC NURSE SPECIALISTS INC	3270	02/07/2018		02/07/2018	KERN SART CASE#AP18-0143	900.00
						Vendor Total:	900.00
46187	FRANCHISE TAX BOARD		02/01/2018		02/01/2018	GARNISHMENT 1.26.18	150.00
						Vendor Total:	150.00
46228	GOLDEN EMPIRE TOWING INC	427421	02/07/2018		02/07/2018	TOWING SVC. UNIT 275	50.00
46229	GOLDEN EMPIRE TOWING INC	427095	02/07/2018		02/07/2018	TOWING SVC. UNIT 264	118.00
						Vendor Total:	168.00
46188	GUARDIAN		02/05/2018		02/05/2018	BUNDLE INSURANCE FEB. 2018	7,555.37
						Vendor Total:	7,555.37
46238	INTERNATIONAL ASSOC. OF CHIEFS		02/07/2018		02/07/2018	IACP MEMBERSHIP-CHIEF	150.00
						Vendor Total:	150.00
46189	JTS TRUCKING REPAIR	211995	02/05/2018		02/05/2018	MAINTENANCE FLEET#203	242.52
46190	JTS TRUCKING REPAIR	211994	02/05/2018		02/05/2018	MAINTENANCE FLEET#110	145.80
46191	JTS TRUCKING REPAIR	212207	02/05/2018		02/05/2018	MAINTENANCE FLEET#211	284.40
46192	JTS TRUCKING REPAIR	212208	02/05/2018		02/05/2018	MAINTENANCE FLEET#205	135.00
46193	JTS TRUCKING REPAIR	212209	02/05/2018		02/05/2018	MAINTENANCE FLEET#207	135.00
46194	JTS TRUCKING REPAIR	212284	02/05/2018		02/05/2018	MAINTENANCE FLEET#205	225.97
46195	JTS TRUCKING REPAIR	212285	02/05/2018		02/05/2018	MAINTENANCE FLEET#100	214.16
46196	JTS TRUCKING REPAIR	212369	02/05/2018		02/05/2018	MAINTENANCE FLEET#205	605.50
						Vendor Total:	1,988.35
46197	KERN TURF SUPPLY	104513	02/05/2018		02/05/2018	GITS PARK IRRIGATION REPAIR	37.43
						Vendor Total:	37.43
46221	FERNANDO LOPEZ		02/05/2018		02/05/2018	INTERPRETER SVC. 1.16-2.6.18	320.00
						Vendor Total:	320.00
46230	MOUNTAINSIDE DISPOSAL	488721	02/07/2018		02/07/2018	LANDFILL FEE 2.1.18	162.12
46231	MOUNTAINSIDE DISPOSAL	489125	02/07/2018		02/07/2018	96 GAL CART SVC.	20.49
						Vendor Total:	182.61

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46234	NORTH BAKERSFIELD TOYOTA SCION	T2CS390853	02/07/2018		02/07/2018	MAINTENANCE FLEET#264	2,723.79
						Vendor Total:	2,723.79
46237	OPEN & SHUT ENTERPRISES	67765	02/07/2018		02/07/2018	GATE PROJECT-REPAIR	894.94
						Vendor Total:	894.94
46198	O'REILLY AUTOMOTIVE, INC	4451-330699	02/05/2018		02/05/2018	OIL MAINTENANCE FLEET	23.80
46199	O'REILLY AUTOMOTIVE, INC	4451-331012	02/05/2018		02/05/2018	MAINTENANCE FLEET#302	73.34
46200	O'REILLY AUTOMOTIVE, INC	4451-331110	02/05/2018		02/05/2018	MAINTENANCE FLEET#302	21.65
						Vendor Total:	118.79
46240	JEFFREY PACKEBUSH		02/07/2018		02/07/2018	PERISHABLE SKILLS FEB.13-15.18	260.00
						Vendor Total:	260.00
46244	PG & E		02/07/2018		02/07/2018	SVC. 12.30.17-1.30.18	345.21
						Vendor Total:	345.21
46201	PROVOST & PRITCHARD	66379	02/05/2018		02/05/2018	SYCAMORE ROAD FLOOD REDUC	1,744.20
						Vendor Total:	1,744.20
46241	QUEZADA, EMILIO		02/07/2018		02/07/2018	PERISHABLE SKILLS FEB.13-15.18	260.00
						Vendor Total:	260.00
46232	SC COMMUNICATIONS, INC	98723	02/07/2018		02/07/2018	MAINTENANCE FLEET#273	115.00
						Vendor Total:	115.00
46202	SO. CAL. GAS CO.	A#071 118 3372 4	02/05/2018		02/05/2018	SVC. 12.21.17-01.23.18	305.66
46203	SO. CAL. GAS CO.	A#056 316 7000 6	02/05/2018		02/05/2018	SVC. 12.21.17-01.23.18	68.45
46204	SO. CAL. GAS CO.	A#056 316 6714 3	02/05/2018		02/05/2018	SVC. 12.21.17-01.23.18	318.43
46205	SO. CAL. GAS CO.	A#100 518 4100 4	02/05/2018		02/05/2018	SVC. 12.21.17-01.23.18	165.49
46206	SO. CAL. GAS CO.	A#085 716 6576 2	02/05/2018		02/05/2018	SVC. 12.21.17-01.23.18	154.52
46207	SO. CAL. GAS CO.	A#102 716 6200 8	02/05/2018		02/05/2018	SVC. 12.21.17-01.23.18	573.20
						Vendor Total:	1,585.75
46233	SOURCE ONE OFFICE PRODUCTS	OE-66960-1	02/07/2018		02/07/2018	OFFICE SUPPLIES-POLICE DEPT.	485.84
						Vendor Total:	485.84
46208	SPARKLE TEXTILE RENTAL SERVICE		02/05/2018		02/05/2018	UNIFORM SVC. DEC. 2017	1,227.88
46209	SPARKLE TEXTILE RENTAL SERVICE		02/05/2018		02/05/2018	UNIFORM SVC. JAN. 2018	1,177.22
						Vendor Total:	2,405.10
46210	SPECTRUM BUSINESS	064070101012618	02/05/2018		02/05/2018	A#0050640701-01 SVC. FEB. 2018	274.28

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Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
						Vendor Total:	274.28
46213	STAPLES BUSINESS ADVANTAGE		02/05/2018		02/05/2018	OFFICE SUPPLIES-POLICE DEPT.	
		3317181930					9.75
46214	STAPLES BUSINESS ADVANTAGE		02/05/2018		02/05/2018	OFFICE SUPPLIES-POLICE DEPT.	
		3346362061					186.82
46215	STAPLES BUSINESS ADVANTAGE		02/05/2018		02/05/2018	OFFICE SUPPLIES-POLICE DEPT.	
		3349945747					33.76
46216	STAPLES BUSINESS ADVANTAGE		02/05/2018		02/05/2018	OFFICE SUPPLIES-POLICE DEPT.	
		3353626852					614.72
46217	STAPLES BUSINESS ADVANTAGE		02/05/2018		02/05/2018	OFFICE SUPPLIES-POLICE DEPT.	
		3364904795					179.59
46218	STAPLES BUSINESS ADVANTAGE		02/05/2018		02/05/2018	OFFICE SUPPLIES-POLICE DEPT.	
		3364904796					-17.28
						Vendor Total:	1,007.36
46211	SUPPLYWORKS		02/05/2018		02/05/2018	CLEANING SUPPLIES-COA	
		426114278					138.84
46212	SUPPLYWORKS		02/05/2018		02/05/2018	CLEANING SUPPLIES-COA	
		425150810					3.11
						Vendor Total:	141.95
46219	VANTAGE POINT TRANSFER AGENTS		02/05/2018		02/05/2018	457K CONTRIBUTION/LOAN 1.26.1	
		457K CONTRIBUTION/LOAN 1.26.18					825.26
						Vendor Total:	825.26
46235	VERIZON WIRELESS 609123961-3		02/07/2018		02/07/2018	AIR CARDS SVC. 11.26-12.25.17	
		9798779234					625.55
						Vendor Total:	625.55
46245	VERIZON WIRELESS A#642023305-1		02/07/2018		02/07/2018	A#642023305-00001 JAN. 2018	
		9800732472					120.18
						Vendor Total:	120.18
46220	WELLS FARGO LEASE PMTS		02/05/2018		02/05/2018	A#603-0138128-000 POLICE DEPT.	
		5004542845					183.86
						Vendor Total:	183.86
						Grand Total:	97,700.46
						Less Credit Memos:	-17.28
						Net Total:	97,683.18
						Less Hand Check Total:	3,651.20
						Outstanding Invoice Total:	94,031.98
	Total Invoices: 71						

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Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
46246	ACCELA INC.		02/13/2018		02/13/2018	LEGISLATIVE MANAGEMENT	
		INV-ACC37556					<u>561.00</u>
						Vendor Total:	561.00
46247	ALESHIRE & WYNDER, LLP		02/13/2018		02/13/2018	COA LEGAL SVCS. 11.17-12.31.17	
		COA LEGAL SVCS. 11.17-12.31.17					<u>33,337.61</u>
						Vendor Total:	33,337.61
46252	AT&T MOBILITY		02/13/2018		02/13/2018	PUBLIC WORKS CELL PHONES	
		287251442687X01282018					<u>211.37</u>
						Vendor Total:	211.37
46248	AT&T		02/13/2018		02/13/2018	A#9391060015 SVC. JAN.2018	187.37
		10856211					
46249	AT&T		02/13/2018		02/13/2018	A#9391059040 SVC. JAN 2018	278.40
		10855980					
46250	AT&T		02/13/2018		02/13/2018	A#9391056024 SVC 12.13-1.12.18	520.59
		10797164					
46251	AT&T		02/13/2018		02/13/2018	A#9391033189 SVC.12.13-1.12.18	354.12
		10795400					<u>354.12</u>
						Vendor Total:	1,340.48
46292	BAKERSFIELD CALIFORNIAN	1ARV05	02/13/2018		02/13/2018	RFQ-WATER RESOURCES ELEME	
		2690948					<u>201.84</u>
						Vendor Total:	201.84
46253	C & T AUTOMOTIVE, INC		02/13/2018		02/13/2018	MAINTENANCE FLEET#265	
		900023443					<u>45.12</u>
						Vendor Total:	45.12
46291	CALIFORNIA PEACE OFFICERS ASOC		02/13/2018		02/13/2018	MEMBERSHIP DUES 10.2.17	
		81010					<u>750.00</u>
						Vendor Total:	750.00
46254	CENTRAL CALIF. ASSOC. PUBLIC		02/13/2018		02/13/2018	COA UNION DUES 2.9.18	
		COA UNION DUES 2.9.18					<u>698.89</u>
						Vendor Total:	698.89
46255	CLARK PEST CONTROL		02/13/2018		02/13/2018	PEST CONTROL SVC. TRANSIT	72.00
		PEST CONTROL SVC 1.31.18					
46256	CLARK PEST CONTROL		02/13/2018		02/13/2018	PEST CONTROL SVC. COMM.DEV	72.00
		PEST CONTROL SVC. 1.31.18					
46257	CLARK PEST CONTROL		02/13/2018		02/13/2018	PEST CONTROL SVC. JAILSIDE	150.00
		PEST CONTROL 1.31.18					<u>150.00</u>
						Vendor Total:	294.00
46258	CLEAN CUT LANDSCAPE MANAGEMENT		02/13/2018		02/13/2018	LANDSCAPE MAINTENANCE LLMI	2,500.00
		1179					
46259	CLEAN CUT LANDSCAPE MANAGEMENT		02/13/2018		02/13/2018	LANDSCAPE MAINTENANCE LLMI	550.00
		1180					<u>550.00</u>
						Vendor Total:	3,050.00
46260	COMMUNICATION ENTERPRISES		02/13/2018		02/13/2018	LTR 450 PAMPA DISPATCH M&I DE	
		1093943					<u>165.00</u>
						Vendor Total:	165.00
46261	DEPARTMENT OF JUSTICE		02/13/2018		02/13/2018	FINGERPRINTING SVC. JAN. 2018	
		281547					<u>643.00</u>
						Vendor Total:	643.00
46262	DIAMOND TECHNOLOGIES, INC		02/13/2018		02/13/2018	IT SVC. JAN. 2018	798.60
		21041					

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Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
						Vendor Total:	798.60
46263	FRANCHISE TAX BOARD		02/13/2018		02/13/2018	GARNISHMENT 2.9.18	
						GARNISHMENT 2.9.18	150.00
						Vendor Total:	150.00
46264	GENERAL OFFICE		02/13/2018		02/13/2018	METER READING JAN. 2018	
		12638					390.74
						Vendor Total:	390.74
46265	GOLDEN EMPIRE TOWING INC		02/13/2018		02/13/2018	TOWING SVC. FLEET#274	
		425462					60.00
						Vendor Total:	60.00
46266	GRANITE CONSTRUCTION		02/13/2018		02/13/2018	MATERIALS ROAD REPAIRS	
		1337186					652.29
						Vendor Total:	652.29
46267	JAS PACIFIC		02/13/2018		02/13/2018	PLANNER SVC. DEC. 2017	
		BI 12813					13,556.25
46268	JAS PACIFIC		02/13/2018		02/13/2018	PLANNER SVC. NOV. 2017	
		BI 12755					15,467.50
46269	JAS PACIFIC		02/13/2018		02/13/2018	PLANNER SVC. MAY 2017	
		BI 12549					14,978.75
46270	JAS PACIFIC		02/13/2018		02/13/2018	BUILDING INSPECTOR SVC. DEC.	
		BI 12809					2,400.00
46271	JAS PACIFIC		02/13/2018		02/13/2018	BUILDING INSPECTOR SVC. NOV.	
		BI 12754					3,675.00
46272	JAS PACIFIC		02/13/2018		02/13/2018	PLAN CHECK PC17-005 & PC17-00	
		PC4858					390.00
46273	JAS PACIFIC		02/13/2018		02/13/2018	PLAN CHECK PC17-014	
		PC4959					390.00
						Vendor Total:	50,857.50
46274	JTS TRUCKING REPAIR		02/13/2018		02/13/2018	MAINTENANCE FLEET#207	
		212630					97.20
						Vendor Total:	97.20
46275	KAISER PERMANENTE		02/13/2018		02/13/2018	MEDICAL INSURANCE-1.6-2.5.18	
		CUST ID#000300785-0000 3.5.18					18,791.98
						Vendor Total:	18,791.98
46276	KERN COUNTY ANIMAL SERVICES		02/13/2018		02/13/2018	SVC. OCT.- DEC. 2017	
		AGREEMENT 1058-2001 3RD QTR 17					28,500.00
						Vendor Total:	28,500.00
46277	KERN RIVER POWER EQUIPMENT INC		02/13/2018		02/13/2018	MOWER REPAIR #4	
		79740					8.88
						Vendor Total:	8.88
46278	KERN TROPHIES		02/13/2018		02/13/2018	NEW MAYOR PRO TEM-NAME PL	
		61286					37.48
						Vendor Total:	37.48
46279	KERN TURF SUPPLY		02/13/2018		02/13/2018	REPAIR MOWER	
		404726					37.43
						Vendor Total:	37.43
46280	MOUNTAINSIDE DISPOSAL		02/13/2018		02/13/2018	BIN RENT/4YD ROLL OFF	
		489682					65.30

Edit List of Invoices - Summary

DEMAND LIST 2.13.18

Date: 02/13/2018

Time: 4:08 pm

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City of Arvin

Ref. No.	Vendor Name	Invoice No.	Posting Date	PONumber	Invoice Date	Invoice Description	Invoice Amount
						Vendor Total:	65.30
46281	PACIFIC TIRE ARVIN	19834	02/13/2018		02/13/2018	MAINTENANCE FLEET#303	1,441.94
						Vendor Total:	1,441.94
46283	PG & E		02/13/2018		02/13/2018	SVC. 1.8.18-2.6.18	38.13
46284	PG & E		02/13/2018		02/13/2018	SVC. 1.8.18-2.6.18	283.38
						Vendor Total:	321.51
46282	PITNEY BOWES	3101928664	02/13/2018		02/13/2018	POSTAGE MACHINE LEASE	268.86
						Vendor Total:	268.86
46285	PRO AIR	16008	02/13/2018		02/13/2018	AC REPAIR-CITY HALL	300.00
						Vendor Total:	300.00
46286	SC COMMUNICATIONS, INC	7041	02/13/2018		02/13/2018	MAINTENANCE FLEET#260	67.57
						Vendor Total:	67.57
46287	SPARKLETTS	15470162	02/13/2018	020218	02/13/2018	SVC JAN. 2018	122.85
46288	SPARKLETTS	4361964	02/13/2018	02.01.18	02/13/2018	SVC JAN 2018	173.91
						Vendor Total:	296.76
46289	SPECTRUM BUSINESS	069794801012418	02/13/2018		02/13/2018	A#0050697948-01 SVC. FEB. 2018	208.66
						Vendor Total:	208.66
46290	SUPPLYWORKS	427391941	02/13/2018		02/13/2018	SUPPLIES-COA	837.27
						Vendor Total:	837.27
46293	VANTAGE POINT TRANSFER AGENTS		02/13/2018		02/13/2018	457KCONTRIBUTIONS/LOANS 2.9	825.26
						Vendor Total:	825.26
46295	VERIZON WIRELESS 609123961-1	9800580229	02/13/2018		02/13/2018	#609123961-0001 POLICE DEPT.	494.72
						Vendor Total:	494.72
46296	VERIZON WIRELESS 609123961-3	9800580230	02/13/2018		02/13/2018	A#609123961-00003 POLICE DEPT	646.17
						Vendor Total:	646.17
46294	VERIZON WIRELESS 609123961-4	9800580231	02/13/2018		02/13/2018	A#609123961-00004 TRANSIT DEF	304.08
						Vendor Total:	304.08
46297	WELLS FARGO LEASE PMTS	5004556435	02/13/2018		02/13/2018	A#603-0154528-000 COMM.DEV.DI	242.32
						Vendor Total:	242.32

Edit List of Invoices - Summary

DEMAND LIST 2.13.18

Date: 02/13/2018

Time: 4:08 pm

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City of Arvin

Ref. No.	Vendor Name	Invoice No.	Posting Date	PONumber	Invoice Date	Invoice Description	Invoice Amount
Grand Total:							148,000.83
Less Credit Memos:							0.00
Net Total:							148,000.83
Less Hand Check Total:							0.00
Outstanding Invoice Total:							148,000.83
Total Invoices: 52							

EARNINGS REPORT

02/09/18

Emp. Code Desc.: CITY OF ARVIN
 From 02/09/2018 to 02/09/20
 City of Arvin

Date: 2/15/2018
 Time: 16:14:57

Employee Name	Employee ID	15X	1X	1XFTO	25X	2X	3X	ADJ	ADLCO	Other
		ADMLV	ALLOW	BERV	BNFT1	COMP	CTO	CTYWK	DEGRE	Total
		DIFFL	FH	FTO	HLPER	HOL	HP1X	INSUR	JURY	
		LONG	MILIT	MISC	PBD	PERE	PERS	PHALW	POST	
		PTO	REG	RETOT	SHOEA	SICK	SRO	STDBY	TUPGR	
		UNADV	VAC							
Grand Total:	Employee Count: 52	0.00	9,117.07	0.00	0.00	563.90	0.00	0.00	0.00	0.00
		0.00	200.00	0.00	807.75	0.00	400.41	0.00	276.94	123,026.93
		216.83	481.12	0.00	0.00	0.00	0.00	2,103.21	144.18	
		2,343.33	0.00	342.31	311.64	0.00	0.00	300.00	834.98	
		0.00	99,949.38	0.00	0.00	2,367.55	0.00	0.00	129.28	
		90.78	2,046.27							

COST REPORT

Emp. Code Desc.: CITY OF ARVIN
 From 02/09/2018 to 02/09/20
 City of Arvin

Date: 2/15/2018
 Time: 16:12:20

Employee Name	Employee ID	PER3E	FUTA	MC	MC1	PER1E	PER2D	PER2E	PER2M	Other
		PER3E	PER5E	PER6E	PER9E	PERCP	PERS	PERS1	PERS2	Total
		PERS3	PERS4	PERS5	PERS6	PERS8	PERS9	SS	SS1	
		SUTA								
Grand Total:	Employee Count: 52	0.00	0.00	1,518.82	458.36	0.00	573.56	552.41	790.53	0.00
		1,789.43	217.78	0.00	0.00	571.02	0.00	0.00	1,293.80	22,976.31
		3,197.25	0.00	0.00	1,995.58	1,444.05	0.00	6,377.22	2,196.50	
		0.00								

REGULAR MEETING MINUTES

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

FEBRUARY 06, 2018

CALL TO ORDER @ 6:00PM

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL: CM Robles absent; All others present. CM Madrigal arrived late during Presentation Item 3A.

1. Approval of Agenda as To Form.

Motion to approve the agenda.

Motion MPT Ortiz Second CM Martinez Vote 3-0

2. PUBLIC COMMENTS

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

3. PRESENTATION(S)

A. Proclamation Proclaiming February 2018 as Safely Surrender Baby Awareness Month in the City of Arvin
Heidi Carter-Escudero - Department of Human Services

4. CONSENT AGENDA ITEM(S)

- A. Approval of Demand Register(s) of January 13, 2018 – February 01, 2018.**
- B. Approval of Payroll Register(s) of January 26, 2018.**
- C. Approval of the Minutes of the Regular Meeting(s) of January 16, 2018.**
- D. Approval of a Proclamation Proclaiming February 2018 as Safely Surrender Baby Awareness Month in the City of Arvin.**
- E. Approval of A Resolution of the City Council of the City of Arvin Initiating Proceedings Pursuant to the Landscaping and Lighting Act of 1972 for the Annexation of Tract 5816 Phase 10, Tract 5816 Phase 10B, Tract 7321, Garden in the Sun Park, and the Walnut Street Extension Project Into Landscaping and Lighting Maintenance District No. 2 and to Review the**

Improvements and Assessments for Fiscal Year 2018-19, and to Set a Public Hearing for a Future Date.

Resolution No. 2018-04

Staff recommends approval of Consent Agenda.

CM Ortiz recused himself from the discussion and vote for Consent Agenda Item 4E due to a conflict of interest.

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

Motion MPT Ortiz Second CM Martinez Vote 4-0

Motion to approve Consent Agenda Item 4E.

Motion CM Martinez Second CM Madrigal Vote 3-0 (MPT Ortiz recused himself from the discussion and vote due to a conflict of interest.)

- 5. MID-YEAR OPERATING BUDGET REVIEW FY 17-18** (Finance Director)
- 6. STAFF REPORTS**
 - A. Annual Capital Improvement Projects Update – Engineering (City Engineer)
- 7. COUNCIL MEMBER COMMENTS**
- 8. 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
One Potential Case
 - C. 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.

CLOSED SESSION REPORT BY CITY ATTORNEY:

No reportable action.

9. ADJOURNED @ 8:35PM

Respectfully submitted,

Cecilia Vela, City Clerk

DRAFT



CITY OF ARVIN

February 20, 2018

Honorable Mayor and City Council City of Arvin

200 Campus Dr.

Arvin, CA 93203

RE: Annual Impact Fee Report for the Fiscal Year 2016-2017

MAYOR

Jose Gurrola

MAYOR PRO TEM

Jess Ortiz

COUNCIL MEMBERS

Jazmin Robles

Erika Madrigal

Gabriela Martinez

CITY MANAGER

Alfonso Noyola, ICMA-CM

The accompanying documents have been compiled into this report to reflect all financial activity pertaining to the Urban Growth Management impact fee transactions by the City of Arvin during the fiscal year ended June 30, 2017. This document is prepared pursuant to California Government code Section 66000 through 66013 and is intended to satisfy reporting requirements therein. This legislation requires local agencies to provide a financial report each year on all impact fees levied as a condition of development.

As of this report, the Police Department is the only unit that has expended all of its funds during the fiscal year. There is a plan to use park impact fees to pay for waterline connections at Las Palmas Park and the Walnut Street Extension. Traffic impact fees and sewer impact fees are used in support of the Economic Development Loan made to the City for this same project.

This concludes my report on the Impact Fee Funds for the fiscal year 2017-2018.

Sincerely,

Jeff Jones

Finance Director City of Arvin

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

200 Campus Drive
P.O. Box 548
Arvin, California 93203

CITY OF ARVIN

IMPACT FEES REPORT

Fiscal Year 2016-2017



PRESENTED BY

JEFF JONES

FINANCE DIRECTOR FOR THE CITY OF ARVIN

TUESDAY, FEBRUARY 20, 2018

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

200 Campus Drive
P.O. Box 548
Arvin, California 93203
www.arvin.org

2016-2017 Development Fees

Type of Land Use	City of Arvin Impact Fees				Arvin Community Services District Fees	Arvin Union School District Fees
	Public Safety Impact Fee	Parks and Recreation Impact Fee	Sewer Systems Impact Fee	Traffic Impact Fee	Water (contact ACSD 661-854-2127)	School (contact AUSD 661-854-6500)
Residential						
single family dwelling	\$150/unit	\$2,500/unit	\$4,400/unit	\$3,943/unit	\$4,160/unit	7.37 sq/ft
duplex	\$100/unit	\$2,500/unit	\$4,400/unit	\$2,740/unit	contact ACSD	7.37 sq/ft
triplex	\$100/unit	\$2,500/unit	\$3,960/unit	\$2,740/unit	contact ACSD	7.37 sq/ft
4-plex or larger	\$100/unit	\$2,500/unit	\$3,960/unit	\$2,740/unit	contact ACSD	7.37 sq/ft
motels and hotels	\$350/acre		\$1,320/unit	\$7,874/1000 sq. ft.	contact ACSD	0.55 sq/ft
convalescent hospitals	\$350/acre		\$1,320/bed	\$7,874/1000 sq. ft.	contact ACSD	0.55 sq/ft
rest/nursing homes	\$350/acre		\$1,320/bed	\$7,874/1000 sq. ft.	contact ACSD	0.55 sq/ft
Commercial						
small retail shops/offices	\$350/acre		\$4,400/bldg.	\$7,874/1000 sq. ft.	contact ACSD	0.55 sq/ft
laundries/dry cleaners	\$350/acre		\$2,112/machine	\$7,874/1000 sq. ft.	contact ACSD	0.55 sq/ft
medical/dental offices	\$350/acre		\$11,000/bldg.	\$7,874/1000 sq. ft.	contact ACSD	0.55 sq/ft
supermarkets	\$350/acre		\$158,400/bldg.	\$7,874/1000 sq. ft.	contact ACSD	0.55 sq/ft
grocery stores	\$350/acre		\$16,280/bldg.	\$7,874/1000 sq. ft.	contact ACSD	0.55 sq/ft
restaurants(less than 35 seats)	\$350/acre		\$17,160/bldg.	\$7,874/1000 sq. ft.	contact ACSD	0.55 sq/ft
restaurants (35 seats or larger)	\$350/acre		\$25,080/bldg.	\$7,874/1000 sq. ft.	contact ACSD	0.55 sq/ft
bars/taverns/lounges	\$350/acre		\$15,840/bldg.	\$7,874/1000 sq. ft.	contact ACSD	0.55 sq/ft
car washes	\$350/acre		\$7,700/stall	\$7,874/1000 sq. ft.	contact ACSD	0.55 sq/ft
service stations	\$350/acre		\$6,160/bldg.	\$7,874/1000 sq. ft.	contact ACSD	0.55 sq/ft
auto repair shops	\$350/acre		\$6,160/bldg.	\$7,874/1000 sq. ft.	contact ACSD	0.55 sq/ft
mortuaries and kennels	\$350/acre		\$6,600/bldg.	\$7,874/1000 sq. ft.	contact ACSD	0.55 sq/ft
recreational uses	\$350/acre		\$17,600/facility	\$7,874/1000 sq. ft.	contact ACSD	0.55 sq/ft
Quasi-Public/Public						
churches	\$350/acre		\$4,840/bldg.	\$7,874/1000 sq. ft.	contact ACSD	0.55 sq/ft
schools	\$350/acre		\$136/student	\$7,874/1000 sq. ft.	contact ACSD	0.55 sq/ft
Industry*						
food processing	\$350/acre		\$25,080/bldg.	\$7,874/1000 sq. ft.	contact ACSD	0.55 sq/ft
light manufacturing uses	\$350/acre		\$4,400/bldg.	\$7,874/1000 sq. ft.	contact ACSD	0.55 sq/ft
Public/Private Users not listed						
Use with 14 Employees or Less	\$350/acre		\$4,400/use	\$7,874/1000 sq. ft.	contact ACSD	0.55 sq/ft
Use with 15 Employees or More	\$350/acre		\$4,400/use \$2,200 per Employee	\$7,874/1000 sq. ft.	contact ACSD	0.55 sq/ft

IMPACT FEES 2016-2017

City of Arvin

For the Period: 07/01/2016-06/30/2017

Fund: 100 - GENERAL FUND

Dept: 014 POLICE DEPARTMENT

Public Safety Impact Fee:

City officials have taken steps to make sure that developers in the city pay their share of the costs the city will have to bear for providing new infrastructure for the Police Department. This fee is intended for a variety of uses to meet the Police Department needs to assure the department becomes safer and more efficient as the population grows. This includes the purchase of Tasers, new radios, and vehicles plus facility expansion.

Beginning Balance @ 7/01/2016: -

FND	Receipt	Type	Customer Name	Date	Permit	Police Impact Fee	Credit	Net Amount
100	26830	BUILD	K.HOVNANIAN AT ARVIN LLC	07/06/2016	BP16-0140	\$ 150.00	\$ -	150.00
100	27122	BUILD	STEVEN M. FOWLER CONSTRUCTION	09/06/2016	BP16-0150	\$ 2,149.00	\$ -	2,149.00
100	28734	BUILD	KHOVNANIAN COMPANIES	04/27/2017	BP17-0060	\$ 150.00	\$ -	150.00
100	28735	BUILD	K.HOVNANIAN	04/27/2017	BP17-0068	\$ 150.00	\$ -	150.00
100	28736	BUILD	K.HOVNANIAN	04/27/2017	BP17-0069	\$ 150.00	\$ -	150.00
100	28737	BUILD	K HOVNANIAN COMPANIES	04/27/2017	BP17-0061	\$ 150.00	\$ -	150.00
100	28738	BUILD	K.HOVNANIAN	04/27/2017	BP17-0070	\$ 150.00	\$ -	150.00
100	28739	BUILD	KHOVNANIAN COMPANIES	04/27/2017	BP17-0062	\$ 150.00	\$ -	150.00
100	28740	BUILD	K.HOVNANIAN	04/27/2017	BP17-0071	\$ 150.00	\$ -	150.00
100	28741	BUILD	KHOVNANIAN COMPANIES	04/27/2017	BP 17-0063	\$ 150.00	\$ -	150.00
100	28742	BUILD	K.HOVNANIAN	04/27/2017	BP17-0072	\$ 150.00	\$ -	150.00
100	28743	BUILD	KHOVNANIAN COMPANIES	04/27/2017	BP17-0064	\$ 150.00	\$ -	150.00
100	28744	BUILD	K.HOVNANIAN	04/27/2017	BP17-0073	\$ 150.00	\$ -	150.00
100	28745	BUILD	KHOVNANIAN COMPANIES	04/27/2017	BP17-0065	\$ 150.00	\$ -	150.00
100	28746	BUILD	KHOVNANIAN COMPANIES	04/27/2017	BP17-0058	\$ 150.00	\$ -	150.00
100	28747	BUILD	KHOVNANIAN COMPANIES	04/27/2017	BP17-0059	\$ 150.00	\$ -	150.00
100	28748	BUILD	KHOVNANIAN COMPANIES	04/27/2017	BP17-0054	\$ 150.00	\$ -	150.00
100	28749	BUILD	KHOVNANIAN COMPANIES	04/27/2017	BP17-0055	\$ 150.00	\$ -	150.00
100	28750	BUILD	KHOVNANIAN COMPANIES	04/27/2017	BP17-0057	\$ 150.00	\$ -	150.00
100	28751	BUILD	KHOVNANIAN COMPANIES	04/27/2017	BP17-0053	\$ 150.00	\$ -	150.00
100	28964	BUILD	K HOVNANIAN CO., LLC-PHOENIX G	06/02/2017	BP17-0140	\$ 150.00	\$ -	150.00
100	28965	BUILD	K HOVNANIAN CO., LLC-PHOENIX G	06/02/2017	BP17-0141	\$ 150.00	\$ -	150.00
100	28966	BUILD	K HOVNANIAN CO., LLC-PHOENIX G	06/02/2017	BP17-0142	\$ 150.00	\$ -	150.00
100	28967	BUILD	K HOVNANIAN CO., LLC-PHOENIX G	06/02/2017	BP17-0143	\$ 150.00	\$ -	150.00
100	28968	BUILD	K HOVNANIAN CO., LLC-PHOENIX G	06/02/2017	BP17-0144	\$ 150.00	\$ -	150.00
100	28971	BUILD	K HOVNANIAN CO., LLC-PHOENIX G	06/02/2017	BP17-0145	\$ 150.00	\$ -	150.00
100	28972	BUILD	K HOVNANIAN CO., LLC-PHOENIX G	06/02/2017	BP17-0104	\$ 150.00	\$ -	150.00
100	28973	BUILD	K HOVNANIAN CO.LLC-PHOENIX G	06/02/2017	BP17-0105	\$ 150.00	\$ -	150.00
100	28974	BUILD	K HOVNANIAN CO., LLC-PHOENIX G	06/02/2017	BP17-0106	\$ 150.00	\$ -	150.00
100	28975	BUILD	K HOVNANIAN CO.LLC-PHOENIX GR	06/02/2017	BP17-0107	\$ 150.00	\$ -	150.00
100	28976	BUILD	K HOVNANIAN CO.LLC-PHOENIX GR	06/02/2017	BP17-0108	\$ 150.00	\$ -	150.00
100	28977	BUILD	K HOVNANIAN CO.LLC-PHOENIX GR	06/02/2017	BP17-0109	\$ 150.00	\$ -	150.00
100	28978	BUILD	K HOVNANIAN CO.LLC-PHOENIX GR	06/02/2017	BP17-0110	\$ 150.00	\$ -	150.00
100	28979	BUILD	K HOVNANIAN CO., LLC-PHOENIX G	06/02/2017	BP17-0111	\$ 150.00	\$ -	150.00
100	28980	BUILD	K HOVNANIAN CO., LLC-PHOENIX G	06/02/2017	BP17-0112	\$ 150.00	\$ -	150.00
100	28982	BUILD	K HOVNANIAN CO.LLC-PHOENIX GR	06/02/2017	BP17-0113	\$ 150.00	\$ -	150.00
100	28983	BUILD	K HOVNANIAN CO.LLC-PHOENIX GR	06/02/2017	BP17-0114	\$ 150.00	\$ -	150.00
100	28984	BUILD	K HOVNANIAN CO.LLC-PHOENIX GR	06/02/2017	BP17-0115	\$ 150.00	\$ -	150.00
100	28985	BUILD	K HOVNANIAN CO.LLC-PHOENIX GR	06/02/2017	BP17-0116	\$ 150.00	\$ -	150.00
100	28986	BUILD	K HOVNANIAN CO.LLC-PHOENIX GR	06/02/2017	BP17-0117	\$ 150.00	\$ -	150.00
100	28988	BUILD	K HOVNANIAN CO.LLC-PHOENIX GR	06/02/2017	BP17-0118	\$ 150.00	\$ -	150.00
100	28989	BUILD	K HOVNANIAN CO.LLC-PHOENIX GR	06/02/2017	BP17-0119	\$ 150.00	\$ -	150.00
100	28990	BUILD	K HOVNANIAN CO.LLC-PHOENIX GR	06/02/2017	BP17-0120	\$ 150.00	\$ -	150.00
100	28991	BUILD	K HOVNANIAN CO.LLC-PHOENIX GR	06/02/2017	BP17-0121	\$ 150.00	\$ -	150.00
100	28993	BUILD	K HOVNANIAN CO.LLC-PHOENIX GR	06/05/2017	BP17-0127	\$ 150.00	\$ -	150.00
100	28994	BUILD	K HOVNANIAN CO.LLC-PHOENIX GR	06/05/2017	BP17-0128	\$ 150.00	\$ -	150.00
100	28995	BUILD	K HOVNANIAN CO.LLC-PHOENIX GR	06/05/2017	BP17-0129	\$ 150.00	\$ -	150.00
100	28996	BUILD	K HOVNANIAN CO.LLC-PHOENIX GR	06/05/2017	BP17-0130	\$ 150.00	\$ -	150.00
100	28997	BUILD	K HOVNANIAN CO.LLC-PHOENIX GR	06/05/2017	BP17-0131	\$ 150.00	\$ -	150.00
100	28998	BUILD	K HOVNANIAN CO.LLC-PHOENIX GR	06/05/2017	BP17-0132	\$ 150.00	\$ -	150.00
100	28999	BUILD	K HOVNANIAN CO.LLC-PHOENIX GR	06/05/2017	BP17-0133	\$ 150.00	\$ -	150.00
100	29000	BUILD	K HOVNANIAN CO.LLC-PHOENIX GR	06/05/2017	BP17-0134	\$ 150.00	\$ -	150.00
100	29001	BUILD	K HOVNANIAN CO.LLC-PHOENIX GR	06/05/2017	BP17-0135	\$ 150.00	\$ -	150.00
100	29002	BUILD	K HOVNANIAN CO.LLC-PHOENIX GR	06/05/2017	BP17-0136	\$ 150.00	\$ -	150.00
100	29003	BUILD	K HOVNANIAN CO.LLC-PHOENIX GR	06/05/2017	BP17-0137	\$ 150.00	\$ -	150.00
100	29004	BUILD	K HOVNANIAN CO.LLC-PHOENIX GR	06/05/2017	BP17-0138	\$ 150.00	\$ -	150.00
POLICE DEPARTMENT IMPACT FEE REVENUE						10,399.00	-	10,399.00

IMPACT FEES 2016-2017

City of Arvin

For the Period: 07/01/2016-06/30/2017

Fund: 100 - GENERAL FUND

POLICE DEPARTMENT IMPACT FEE EXPENSES

Fund	JE No.	JE Type	GL Type	Date	GL #	Expense
100	199184	AP	PEST CONTROL SVC. JAILSIDE	07/06/2016	100-014-5006	150.00
100	203520	AP	PEST CONTROL-JAILSIDE	08/24/2016	100-014-5006	150.00
100	202113	AP	JAIL CELL-LIGHT BULB'S REPLACE	08/30/2016	100-014-5006	15.17
100	204369	AP	PEST CONTROL-JAILSIDE	10/07/2016	100-014-5006	150.00
100	209629	AP	PEST CONTROL-JAILSIDE	01/17/2017	100-014-5006	150.00
100	212884	AP	PEST CONTROL - JAILSIDE	03/14/2017	100-014-5006	150.00
100	214698	AP	POLICE DEPT. - JAIL CELLS	04/19/2017	100-014-5006	10.80
100	200705	AP	SAFETY EQUIPMENT - PD	07/27/2016	100-014-5040	1,822.76
100	202157	AP	SAFETY EQUIPMENT - PD	09/06/2016	100-014-5040	67.07
100	202756	AP	SAFETY EQUIPMENT	09/08/2016	100-014-5040	274.91
100	203538	AP	SAFETY EQUIPMENT-POLICE DEPT.	09/08/2016	100-014-5040	2,929.50
100	202704	AP	SAFETY EQUIPMENT - POLICE DEPT	09/13/2016	100-014-5040	881.08
100	205235	AP	SAFETY EQUIPMENT- POLICE DEPT.	10/05/2016	100-014-5040	291.95
100	205272	AP	SAFETY EQUIPMENT-POLICE DEPT.	10/26/2016	100-014-5040	44.59
100	206112	AP	SAFETY EQUIPMENT	10/28/2016	100-014-5040	451.60
100	205942	AP	SAFETY EQUIPMENT	11/07/2016	100-014-5040	440.50
100	208042	AP	SAFETY EQUIPMENT - POLICE DEPT	11/07/2016	100-014-5040	184.65
100	207355	AP	SAFETY EQUIPMENT - PD	11/16/2016	100-014-5040	846.28
100	208037	AP	SAFETY EQUIPMENT	12/06/2016	100-014-5040	1,321.62
100	210567	AP	SAFETY EQUIPMENT - POLICE DEPT	01/11/2017	100-014-5040	974.23
100	212232	AP	LED-POLICE DEPT.	03/02/2017	100-014-5040	757.70
100	213573	AP	AR15 REPAIRED-POLICE DEPT.	03/21/2017	100-014-5040	90.00
100	213716	AP	CREDIT CARD TRANSACTIONS	03/27/2017	100-014-5040	901.08
100	214635	AP	SAFETY EQUIPMENT	04/18/2017	100-014-5040	672.29
100	214683	AP	HOLSTER- PD	04/19/2017	100-014-5040	974.23
100	199942	AP	CUSTOM IDCARDS	07/20/2016	100-014-5076	268.80
100	201170	AP	CREDIT CARD TRANSACTIONS	07/25/2016	100-014-5076	268.80
100	200319	AP	RECONFIGURED AUDIOLOG	07/27/2016	100-014-5076	640.00
100	213507	AP	FULL METAL JACKET-POLICE DEPT.	02/28/2017	100-014-5076	4,293.40
100	213509	AP	FIRST AID KITS-POLICE DEPT.	03/21/2017	100-014-5076	321.71
100	210244	RE	CUSTOM IDCARDS	07/20/2016	100-014-5076	(268.80)
100	207359	AP	EVIDENCE SUPPLIES-PD	11/11/2016	100-014-5096	386.87
100	210575	AP	LAB SUPPLIES- POLICE DEPT.	12/28/2016	100-014-5096	568.04
100	217731	AP	LAB SUPPLIES-PD	05/30/2017	100-014-5096	45.00
POLICE DEPARTMENT IMPACT FEE EXPENSES						21,225.83

Ending Balance @ 6/30/2017: **(10,826.83)**
 Deficit to be transferred to General Fund

IMPACT FEES 2016-2017

City of Arvin

For the Period: 07/01/2016-06/30/2017

Fund: 293 - PARK IMPACT FEES

4061 PARK IMPACT PROP 1B REVENUE

Park and Recreation Impact Fee:

The Park Impact Fee has traditionally been used to expand the existing parks for park maintenance. As the City grows with new development, new parks will need to be built to accommodate the increasing population. As of yet, no funds have been expended, but there are plans to enhance and revitalize our current parks.

Due to a settlement with the previous owners of tract 5816 in 2008, the City agreed to limit Impact Fees for development in that area. Due to this agreement K Hovnanian had overpaid their impact fees and as such is owed a refund to be used as a credit in future development, of which \$80,409.55 was issued in FY 16/17. .

Beginning Balance @ 7/01/2016:

330,865.27

FND	Receipt	Type	Customer Name	Date	Permit	PARK IMPACT FEES
293	26831	BUILD	K.HOVNANIAN COMPANIES LLC	07/06/2016	PARK FEES 27 28 29	4,500.00
293	28735	BUILD	K.HOVNANIAN	04/27/2017	BP17-0068	416.87
293	28737	BUILD	K HOVNANIAN COMPANIES	04/27/2017	BP17-0061	416.87
293	28738	BUILD	K.HOVNANIAN	04/27/2017	BP17-0070	416.87
293	28740	BUILD	K.HOVNANIAN	04/27/2017	BP17-0071	416.87
293	28741	BUILD	KHOVNANIAN COMPANIES	04/27/2017	BP 17-0063	416.87
293	28743	BUILD	KHOVNANIAN COMPANIES	04/27/2017	BP17-0064	416.87
293	28744	BUILD	K.HOVNANIAN	04/27/2017	BP17-0073	416.87
293	28745	BUILD	KHOVNANIAN COMPANIES	04/27/2017	BP17-0065	416.87
293	28746	BUILD	KHOVNANIAN COMPANIES	04/27/2017	BP17-0058	416.87
293	28748	BUILD	KHOVNANIAN COMPANIES	04/27/2017	BP17-0054	416.87
293	28750	BUILD	KHOVNANIAN COMPANIES	04/27/2017	BP17-0057	416.87
293	28751	BUILD	KHOVNANIAN COMPANIES	04/27/2017	BP17-0053	416.87
293	28965	BUILD	K HOVNANIAN CO., LLC-PHOENIX G	06/02/2017	BP17-0141	416.87
293	28966	BUILD	K HOVNANIAN CO., LLC-PHOENIX G	06/02/2017	BP17-0142	416.87
293	28968	BUILD	K HOVNANIAN CO., LLC-PHOENIX G	06/02/2017	BP17-0144	416.87
293	28972	BUILD	K HOVNANIAN CO., LLC-PHOENIX G	06/02/2017	BP17-0104	416.87
293	28973	BUILD	K HOVNANIAN CO.LLC-PHOENIX G	06/02/2017	BP17-0105	416.87
293	28975	BUILD	K HOVNANIAN CO.,LLC-PHOENIX GR	06/02/2017	BP17-0107	416.87
293	28976	BUILD	K HOVNANIAN CO.,LLC-PHOENIX GR	06/02/2017	BP17-0108	416.87
293	28978	BUILD	K HOVNANIAN CO.,LLC-PHOENIX GR	06/02/2017	BP17-0110	416.87
293	28979	BUILD	K HOVNANIAN CO., LLC-PHOENIX G	06/02/2017	BP17-0111	416.87
293	28983	BUILD	K HOVNANIAN CO.,LLC-PHOENIX GR	06/02/2017	BP17-0114	416.87
293	28984	BUILD	K HOVNANIAN CO.,LLC-PHOENIX GR	06/02/2017	BP17-0115	416.87
293	28985	BUILD	K HOVNANIAN CO.,LLC-PHOENIX GR	06/02/2017	BP17-0116	416.87
293	28986	BUILD	K HOVNANIAN CO.LLC-PHOENIX GR	06/02/2017	BP17-0117	416.87
293	28988	BUILD	K HOVNANIAN CO.,LLC-PHOENIX GR	06/02/2017	BP17-0118	416.87
293	28989	BUILD	K HOVNANIAN CO.,LLC-PHOENIX GR	06/02/2017	BP17-0119	416.87
293	28990	BUILD	K HOVNANIAN CO.,LLC-PHOENIX GR	06/02/2017	BP17-0120	416.87
293	28991	BUILD	K HOVNANIAN CO.,LLC-PHOENIX GR	06/02/2017	BP17-0121	416.87
293	28995	BUILD	K HOVNANIA CO.,LLC-PHOENIX GR	06/05/2017	BP17-0129	416.87
293	28996	BUILD	K HOVNANIAN CO.,LLC-PHOENIX GR	06/05/2017	BP17-0130	416.87
293	28999	BUILD	K HOVNANIAN CO.,LLC-PHOENIX GR	06/05/2017	BP17-0133	416.87
293	29001	BUILD	K HOVNANIAN CO.,LLC-PHOENIX GR	06/05/2017	BP17-0135	416.87
293	29002	BUILD	K HOVNANIAN CO.,LLC-PHOENIX GR	06/05/2017	BP17-0136	416.87
293	29004	BUILD	K HOVNANIAN CO.,LLC-PHOENIX GR	06/05/2017	BP17-0138	416.87
			Interest Credits	06/30/2017		1,175.66
TOTAL PARK IMPACT FEES REVENUE						20,266.11

Ending Balance at 6/30/2017: **\$ 351,131.38**

Planned Park Impact Fee Usage for the next 5 years.

Garden In the Sun Park / Walnut Street Water Connection Fees	September 2017	145,600.00
DiGiorgio Action Park	April 2017 to April 2019	44,000.00
Design Work and/or Matching Funds for Future Park Projects	July 2017 to April 2020	120,000.00
Total Expenditures		<u>309,600.00</u>
Total Available Park Impact Fees		<u>\$ 41,531.38</u>

IMPACT FEES 2016-2017

City of Arvin

For the Period: 07/01/2016-06/30/2017

Fund: 421 - SEWER CONNECTION FEES

4034 SEWER CONNECTION FEE

Sewer Systems Impact Fee:

The Sewer fee was created to help with building new lines and repairing aging structure of the City's sewer system, which was built in the early 1920s. As new development continues in this City, maintenance is required and these fees help offset the cost. While none of these funds have been used to-date, due to the planned construction of Jewett Square and Garden in the Sun Park, a portion of these funds will be used to create infrastructure in these areas.

Due to a settlement with the previous owners of tract 5816 in 2008, the City agreed to limit Impact Fees for development in that area. Due to this agreement K Hovnanian had overpaid their impact fees and as such is owed a refund to be used as a credit in future development, which will decrease City revenues.

Beginning Balance @ 7/01/2016: 787,434.03

FND	Receipt	Type	Customer Name	Date	Permit	SEWER IMPACT FEES	Credit	Net Amount
421	26830	BUILD	K.HOVNANIAN AT ARVIN LLC	07/06/2016	BP16-0140	4,400.00		4,400.00
TOTAL SEWER SYSTEM IMPACT FEE REVENUE						4,400.00	-	4,400.00
						Ending Balance 6/30/2017:		791,834.03

Planned Sewer Impact Fee Usage for the next 5 years.

	Expected K. Hovnanian fees - Tract 5816		242,000.00
	Loan Servicing for Economic Development Loan	2017	(73,060.40)
	Loan Servicing for Economic Development Loan	2018	(72,681.40)
	Loan Servicing for Economic Development Loan	2019	(73,263.00)
	Loan Servicing for Economic Development Loan	2020	(73,265.80)
	Loan Servicing for Economic Development Loan	2021	(73,229.20)
			668,334.23

Total Available Impact Fees

Fund: 291 - TRAFFIC IMPACT FEES

Dept: 091 TRAFFIC IMPACT FEES

Traffic Impact Fee:

Traffic impact fees are use242000d to ensure that the costs of transportation infrastructure and services necessary to support new development are not borne disproportionately by existing residents, businesses, and/or property-owners.

Furthermore, impact fees offer cities a revenue stream that can be used to fund a variety of transportation improvements which can help to offset transportation impacts. By law, these fees cannot go to a city's general fund. It must be specifically allocated to traffic or transportation projects, such as roadway and intersection improvements, enhanced transit services, additional parking, new bicycle and pedestrian infrastructure or other transportation needs. These funds have not been used up to this point, but due to the planned construction of Jewett Square and Garden in the Sun Park, a portion of these funds will be required to used to create roads in the area.

Due to a settlement with the previous owners of tract 5816 in 2008, the City agreed to limit Impact Fees for development in that area. Due to this agreement K Hovnanian had overpaid their impact fees and as such is owed a refund to be used as a credit in future development, which will decrease City revenues.

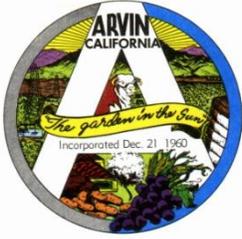
Beginning Balance @ 7/01/2016: 920,335.06

FND	Receipt	Type	Customer Name	Date	Permit	TRAFFIC IMPACT FEES	Credit	Net Amount
291	26830	BUILD	K.HOVNANIAN AT ARVIN LLC	07/06/2016	BP16-0140	3,942.84	-	3,942.84
291	27619	BUILD	CSP PROPERTIES, LLC	10/21/2016		14,173.00	-	14,173.00
TRAFFIC IMPACT FEE REVENUE						18,115.84	-	18,115.84
						Ending Balance at 6/30/2017		938,450.90

Planned Traffic Impact Fee Usage for the next 5 years.

	Expected K. Hovnanian fees - Tract 5816		238,000.00
	Loan Servicing for Economic Development Loan	2017	(292,241.60)
	Loan Servicing for Economic Development Loan	2018	(290,725.60)
	Loan Servicing for Economic Development Loan	2019	(293,052.60)
	Loan Servicing for Economic Development Loan	2020	(291,063.20)
			9,367.90

Total Available Traffic Impact Fees



CITY OF ARVIN

Agenda Report

Meeting Date: 02-20-2018

TO: City Council

FROM: Jeff Jones, Finance Director
Alfonso Noyola, City Manager

SUBJECT: **Resolution of the City Council of the City of Arvin Authorizing Submittal of An Application for the State Transit Assistance State of Good Repair Fund (SGR) for the City of Arvin and Authorizing the City Manager or His Designee to Execute All Related Grant Documents and Authorizing Related Action**

Background:

The Road Repair and Accountability Act of 2017, Senate Bill (SB) 1 (Chapter 5, Statutes of 2017), signed by the Governor on April 28, 2017, includes a program that will provide additional revenues for transit infrastructure repair and service improvements. This investment in public transit will be referred to as the State of Good Repair program. This program provides funding of approximately \$105 million annually to the State Transit Assistance (STA) Account.

The Program is a grant funding source for fiscal year 2018-2019 for eligible transit maintenance, rehabilitation, and capital projects.

Recommendation:

Staff recommends the City Council approve the resolution authorizing the submittal of an application for SGR funds.

Fiscal Impact:

Staff has determined there is no fiscal impact at this time.

Attachments:

- 1) **Resolution of the City Council of the City of Arvin Authorizing Submittal of An Application for the State Transit Assistance State of Good Repair Fund**

(SGR) for the City of Arvin and Authorizing the City Manager or His Designee to Execute All Related Grant Documents and Authorizing Related Action

2) List of Projects for SGR SB1 Funding

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN AUTHORIZING SUBMITTAL OF AN APPLICATION FOR THE STATE TRANSIT ASSISTANCE STATE OF GOOD REPAIR (SGR) FUND FOR THE CITY OF ARVIN AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE TO EXECUTE ALL RELATED GRANT DOCUMENTS AND AUTHORIZING RELATED ACTION

WHEREAS, the City of Arvin is an eligible project sponsor and may receive State Transit Assistance funding from the State of Good Repair Account (SGR) now or sometime in the future for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 1 (2017) named the Department of Transportation (Department) as the administrative agency for the SGR; and

WHEREAS, the Department has developed guidelines for administering and distributing SGR funds to eligible project sponsors (local agencies); and

WHEREAS, the City of Arvin wishes to delegate authorization to execute these documents and any amendments thereto to the City Manager, or his designee.

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

Section 1: That the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances document and applicable statutes, regulations and guidelines for all SGR funded transit projects.

Section 2: The City Manager, or his designee is hereby authorized to submit all required documents to the Department of Transportation for the State of Good Repair Program.

Section 3: The City Manager, or his designee, is hereby authorized and empowered to execute in the name of the City of Arvin all SGR grant documents including, but not limited to, applications, agreements, amendments and request for payments, necessary to secure grant funds and implement the approved grant project from the California Department of Transportation for the State of Good Repair Program, subject to approval as to legal form by the City Attorney.

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the Arvin City Council at a regular meeting held on the 06th day of February 2018, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST

CECILIA VELA, City Clerk

CITY OF ARVIN

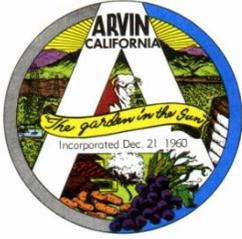
By: _____
JOSE GURROLA, Mayor

APPROVED AS TO FORM:

By: _____
SHANNON L. CHAFFIN, City Attorney
Alshire & 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.

#	Project Location City	Project Funding							Legislative Districts			Notes, Comments, Additional Information
		SGR Costs				Non-SGR Costs		Total Project Costs Auto Funded	Congressional	Senate	Assembly	
		2017-18 SGR Costs 99313	2017-18 SGR Costs 99314	Total SGR Costs 99313	Total SGR Costs 99314	Total STA Costs - Not Including SGR	Total All Other Funds					
1	City of Arvin		\$ 6,288		\$ 1,700,000	\$ 28,077		\$ 1,728,077				Arvin is a disadvantaged community seeking additional funds when avail
2	City of Arvin				\$ 400,000			\$ 400,000				Charging Station Infrastructure and stations are needed for the buses
3								\$ -				
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CITY OF ARVIN

Agenda Report

Meeting Date: 02-20-2018

TO: City Council

FROM: Jeff Jones, Finance Director
Alfonso Noyola, City Manager

SUBJECT: **Approval of A Professional Services Agreement between the City of Arvin and LGC and the Dolores Huerta Foundation for the Safe Routes to School Plan; and Authorizing Related Action**

Background:

On May 16, 2017, the City Approved Resolution No. 2017-36, with the California Department of Transportation's Sustainable Transportation Planning Grant to Develop a Complete Streets and Safe Routes to School Plan for the City of Arvin, which authorized acceptance of the grant awarded by Caltrans in the amount of \$158,858 in State funds for the development of a Complete Streets and Safe Routes to School Plan.

On October 4, 2017, Caltrans issued Contract No. 74A0941, ("Contract") (which sets forth the terms and conditions for the Grant described above. This contract is a "Sustainable Communities Grants (STATE) Restricted Grant Agreement," and provides that Caltrans will convey grant funds to the City of Arvin in collaborations with the LGC and the Dolores Huerta Foundations to conduct transportation studies and planning within the regional area under the jurisdiction of the City of Arvin.

The Program is a grant funding source for fiscal year 2018/2019 for immediate planning and implementation.

Recommendation:

Staff recommends the City Council approve the professional services agreement with LGC.

Fiscal Impact:

Staff has determined the SRTS program has match of 11.47% requirement of match “in kind” staff time, and \$5,000 in general fund contribution for public outreach expense to be included in the fiscal year 2018/2019 budget.

Attachments:

Professional Services Agreement for Safe Routes to School Plan for the City of Arvin

AGREEMENT NO. _____

**CITY OF ARVIN
PROFESSIONAL SERVICES AGREEMENT FOR
SAFE ROUTES TO SCHOOL PLAN FOR THE CITY OF ARVIN**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2018, by and between the CITY OF ARVIN, a California municipal corporation (“City”), LOCAL GOVERNMENT COMMISSION (“LGC”), and the DOLORES HUERTA FOUNDATION (“DHF”) (hereinafter LGC and DHF are referred to collectively as “Consultant”).

RECITALS

1. On October 16, 2016, the City Council of the City of Arvin approved Resolution 2016-71, authorizing City’s application for a Caltrans Sustainable Transportation Planning Grant to Develop a Complete Streets and Safe Routes to School Plan (“Grant” or “Plan”).

2. On May 16, 2017, the City approved Resolution No. 2017-36, the California Department of Transportation’s Sustainable Transportation Planning Grant to Develop a Complete Streets and Safe Routes to School Plan For the City of Arvin, which authorized acceptance of the grant awarded by Caltrans in the amount of \$158,858 in State funds for the development of a Complete Streets and Safe Routes to School Plan.

3. On October 4, 2017, Caltrans issued Contract No. 74A0941, (“Contract”) (which sets forth the terms and conditions for the Grant described above. This contract is a “Sustainable Communities Grants (STATE) Restricted Grant Agreement,” and provides that the State of California/Caltrans will convey grant funds to the City of Arvin, to conduct transportation studies and planning within the regional area under the jurisdiction of the City of Arvin as more particularly described in the Contract, which includes a Scope of Services and Budget. The Parties acknowledge that under the Contract, Caltrans will only reimburse the cost of services actually rendered as authorized by the Caltrans contract manager at or below that fund limitation.

4. The Parties wish to enter into this Agreement to effectuate the purposes of the Grant.

In consideration of the Recitals above, NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the attached Caltrans Contract, incorporated herein by reference, and which is summarized in Exhibit “A” “Scope of Services.” Consultant warrants that it has the experience and ability to perform all

work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Responsibilities. The parties acknowledge that in addition to the services described in the Caltrans Contract and Exhibit "A," LGC is responsible for partnering with the DHF and will provide all agreements and documents necessary to allow DHF to engage in community outreach.

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.5 Special Requirements. Additional terms and conditions of this Agreement, are made a part hereof in the Contract, and Exhibit "B." As such, in the event of a conflict between the provisions of the Contract and Exhibit "B" and any other provisions of this Agreement, the provisions of the Contract and Exhibit "B" shall govern.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference.

(a) LGC: LGC shall submit to City, and after review, the City shall submit to Caltrans for payment, invoices for services described in the Contract and Exhibit "A" for reimbursement of LGC's services in an amount not to exceed thirty-six thousand forty-dollars (\$36,040) ("Contract Sum") as identified and in accordance with the Budgeted task hours worksheet attached to the Contract.

(b) DHF: DHF shall submit to City, and after review, the City shall submit to Caltrans for payment, invoices for services described in the Contract and Exhibit "A" for reimbursement of DHF's services in an amount not to exceed fourteen thousand one hundred sixty-eight dollars (\$14,168) as identified and in accordance with the Budgeted task hours worksheet attached to the Contract.

2.2 Billing. Once per month each Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month, consistent with the requirements of the Caltrans Grant, in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

2.3 Review. City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and the Grant. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use reasonable efforts to cause such invoices to be submitted to Caltrans for payment within thirty (30) days after verification by City of said invoices after receipt and approval of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City review and Caltrans warrant-run procedures, City cannot guarantee that payment will occur within any particular time period. In the event any charges or expenses are disputed by City or Caltrans, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding twenty six (26) months from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

4.1 Representative of Consultant. ANTHONY LEONARD of LGC and CAMILLA CHAVEZ of the DHF are hereby designated as the representative of Consultant

authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. The City Manager or designee is hereby designated as the representative of the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Except for any partnering arrangement or agreement between LGC and DHF as contemplated by this Agreement, Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. Each Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability

insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of \$250,000.00 per person and \$500,000.00 per occurrence and property damage liability limits of \$500,000.00 per occurrence or (ii) combined single limit liability of \$1,000,000.00. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least five (5) consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional five (5)-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B."

(f) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5.2 General Insurance Requirements. All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

5.3 Indemnification. To the full extent permitted by law, each Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents (“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Each Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three (3) years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Each Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives the City notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity

from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by each Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Kern, State of California.

7.2 Disputes; Default. In the event that a Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 *et. seq.* and 910 *et. seq.*, in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of

any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Arvin, 200 Campus Drive, Arvin, CA 93203 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that the Recitals set forth above are true and correct, and there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of “financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant’s Authorized Initials (LGC) _____

Consultant’s Authorized Initials (DHF) _____

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF ARVIN, a municipal corporation

Jose Gurrola, Mayor

ATTEST:

Cecilia Vela, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Shannon L. Chaffin, City Attorney

CONSULTANT:

LOCAL GOVERNMENT COMMISSION

By: _____
Name: _____
Title: _____

DOLORES HUERTA FOUNDATION

By: _____
Name: _____
Title: _____

Address: _____

Attachment: Caltrans Contract dated October 4, 2017 (includes Contract, Scope of Work, Budget)

- Exhibit A. Scope of Services
- Exhibit B. Special Requirements
- Exhibit C. Schedule of Compensation
- Exhibit D. Schedule of Performance

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2018 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	_____
<input type="checkbox"/>	CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT

	TITLE(S)	
<input type="checkbox"/>	PARTNER(S)	_____
	<input type="checkbox"/> LIMITED	
	<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/>	ATTORNEY-IN-FACT	_____
<input type="checkbox"/>	TRUSTEE(S)	
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	DATE OF DOCUMENT
<input type="checkbox"/>	OTHER _____	_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2018 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT

TITLE(S)	
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT	
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	DATE OF DOCUMENT
<input type="checkbox"/> OTHER _____	

SIGNER IS REPRESENTING:	_____
(NAME OF PERSON(S) OR ENTITY(IES))	SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

I. Consultant will perform the following services:

- A. Develop a comprehensive Complete Streets and Safe Routes to School Plan to convert Arvin’s streets into safe and healthy places for residents of all ages and abilities to walk, ride a bicycle, and take public transit.
- B. Address significant safety challenges to pedestrians and bicyclists.
- C. Assess, evaluate and make recommendations regarding public right of way and road changes to Bear Mountain Blvd. /part of State Highway system SR 223/Arvin’s main street, into a safer more complete roadway.
- D. Develop a participatory, interactive process to prepare a plan with short, medium and long term recommendations for reconfiguring City’s streets to allow residents, especially children, to travel safely from their homes to schools, parks, stores and jobs and reduce vehicle miles travelled.
- E. Identify sites for further infrastructure improvements for transit riders and pedestrians.
- F. Integrate past studies and plans including the regional ATP plan, local multi-modal connections, expanded transit plans to provide safer routes to schools, sidewalks, streets and bike lanes, based on Caltrans’ Smart Mobility Framework.
- G. All tasks specifically identified in Attachment A (Scope of Work) to the Contract with Caltrans, referencing Consultant LGC and Consultant DHF as a “Responsible Party.”

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

- A. All deliverables specifically identified in Attachment A (Scope of Work) to the Contract with Caltrans, referencing Consultant LGC and Consultant DHF as a “Responsible Party” to a task.
- B. With other consultants and stakeholders, planning and coordination meeting notes, copies of signed subcontracts, RFP’s Distribution lists, and executed contracts.
- C. Community Outreach advisory group member lists, agendas, participant lists, meeting notes, community outreach drafts and plans, copies of fliers and posters

in English and Spanish, lists of agencies, organizations and distribution lists of outreach materials, press releases.

- D. Data collection and analysis, list of documents collected and reviewed, list of data gaps, data collected, base maps, reports on constraints and opportunities.
- E. Community design charrette/meetings, schedules and agendas, sign in sheets from all public events, results of exercises, documentation as required by Caltrans.

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City updated of the status of performance by delivering the following status reports and shall be compensated according to the following:

By the end of:

Month 1: Kickoff Meeting reports

Month 2: Contracts with sub-applicants

Month 4: Procurement of Consultant, LGC shall prepare and process an RFP to solicit a transportation planning firm with expertise in Complete Streets and Routes that can provide the necessary technical expertise to develop the plan following proper procurement procedures established by Caltrans;

Assemble an Advisory Group of 8 to 12 representatives from agencies and the community to provide input as the project progresses which will include city staff, representatives from businesses, school district staff, Caltrans district staff and representatives from service organizations, neighborhood leaders and residents/interest groups that reflect demographics and perspectives of the community;

Month 6: Develop community outreach plan. LGC to procure draft contract between Consultant Engineer or other technical services and City

Months 6-8: Data Collection/opportunities, and constraints analysis

Month 9: Produce and distribute outreach materials.

Month 12: Draft and Final Plan

Month 15: Draft plan and report on circulation efforts

Month 16: Workshops on Draft plan

Month 17: Final Plan presented to City Council

Quarterly reporting every 3 months starting in month 3 for submittal to Caltrans to include a summary of project progress and grant/local match expenditures.

Fiscal Administration: months 1-26 Consultants will assist City in preparing drafts of necessary accounting records for the project and submit invoice packages to Caltrans on a quarterly basis but no more often than monthly.

- IV. All work product is subject to review and acceptance by the City, and Caltrans, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City and Caltrans.**

EXHIBIT “B”

SPECIAL REQUIREMENTS

Consultant will utilize the following personnel to accomplish the Services: **Established Hourly rates (including benefits)**

Local Government Commission:

<u>Associate Director</u>	<u>\$135 per hour (not to exceed 72 hours) = \$ 9,720</u>
<u>Program Director</u>	<u>\$105 per hour (no hours budgeted) = \$ 0</u>
<u>Project Manager</u>	<u>\$ 90 per hour (not to exceed 254 hours) = \$ 22,860</u>
<u>Coordinator</u>	<u>\$ 60 per hour (no hours budgeted) = \$ 0</u>

Dolores Huerta Foundation (including benefits):

<u>Health Policy Manager</u>	<u>\$ 24.00 per hour (not to exceed 172 hours) = \$ 4,128</u>
<u>Organizer</u>	<u>\$ 21.60 per hour (not to exceed 212 hours) = \$ 4,579</u>
<u>Media and Communications Coordinator</u>	<u>\$ 22.80 per hour (not to exceed 20 hours) = \$456</u>
<u>Promoter</u>	<u>\$ 20.00 per hour (no hours budgeted)</u>

EXHIBIT “C”

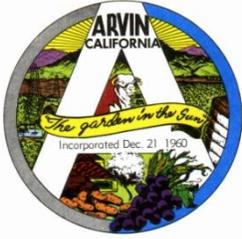
SCHEDULE OF COMPENSATION

- I. Consultant shall perform the Services set forth in Exhibit A and the attached Contract at the rates set forth in Exhibit “B.”**
- II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as a part of the final payment upon satisfactory completion of services.**
- III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.**
- IV. The City will submit for compensation by Caltrans all invoices submitted by Consultant to City for the Services performed upon submission of a valid invoice. Each invoice is to include:**
 - A. Line items for all the work performed, the number of hours worked, and the hourly rate.
 - B. Line items for all materials and equipment properly charged to the Services.
 - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- V. The total compensation for Services shall be paid on the schedule set forth in Exhibit “A,” the Caltrans Contract and according to the rates set forth in Exhibit “B,” and as to each Consultant said amounts shall not exceed:**
 - A. LGC: Thirty-six thousand forty dollars (\$36,040);
 - B. DHF: Fourteen thousand, one hundred sixty-eight dollars (\$14,168).

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all services timely in accordance with the schedule as set forth in Exhibit "A" above, and pursuant to the attached Caltrans contract.**
- II. Consultant shall deliver the tangible work products to the City as set forth in Exhibit "A" above, and by the dates set forth in the attached Caltrans Contract.**
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**



CITY OF ARVIN

Agenda Report

Meeting Date: 02-20-2018

TO: City Council

FROM: Jeff Jones, Finance Director
Alfonso Noyola, City Manager

SUBJECT: Resolution of the City Council of the City of Arvin Authorizing Submittal of An Application for a Caltrans Sustainable Transportation Planning Grant to Update the General Plan for the City of Arvin and Authorizing the City Manager or his Designee to Execute All Related Grant Documents; and Authorizing Related Action

Background:

The City intends to apply to Caltrans for planning grant funds to update the City's land use element, and relevant components including circulation, safety hazard mitigation, resiliency, GHG reduction planning, socio economic and environmental injustice planning, to offer safe, convenient and comfortable travel and access for users of all ages and abilities regardless of their mode of transportation.

The Program is a grant funding source for fiscal year 2018/2019 for immediate planning and implementation of the Land Use Element as it ties into transportation and future greenhouse gas reduction planning and addressing socio economic/environmental injustice, resiliency, hazard mitigation, safety, and environmental review.

Recommendation:

Staff recommends the City Council approve the submittal of a grant application to Caltrans.

Fiscal Impact:

Staff has determined the STGP program has match of 11.47% requirement of match "in kind" staff time, and \$5,000 in general fund contribution for public outreach expense to be included in the fiscal year 2018/2019 budget.

Attachments:

Resolution of the City Council of the City of Arvin Authorizing Submittal of An Application for a Caltrans Sustainable Transportation Planning Grant to Update the General Plan for the City of Arvin and Authorizing the City Manager or his Designee to Execute All Related Grant Documents; and Authorizing Related Action

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN AUTHORIZING SUBMITTAL OF AN APPLICATION FOR A CALTRANS SUSTAINABLE TRANSPORTATION PLANNING GRANT TO UPDATE THE GENERAL PLAN FOR THE CITY OF ARVIN AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE TO EXECUTE ALL RELATED GRANT DOCUMENTS AND AUTHORIZING RELATED ACTION

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

WHEREAS, the City of plans to submit a grant application to as is relates to transportation policy and design documents focused on updating the land use element, and plan for updates to circulation, safety hazard mitigation, resiliency, GHG reduction planning, socio economic and environmental injustice planning, conducting environmental review as part of the planning, in order to offer safe, convenient and comfortable travel and access for users of all ages and abilities regardless of their mode of transportation.

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

WHEREAS, the grant application requires a 11.47% local match of funds for this grant application, a value of \$29,798; and

WHEREAS, the City of Arvin will offer an in-kind match of City staff time and a cash contribution of \$ 5,000 to satisfy the local match requirements; and

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

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

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

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the Arvin City Council at a regular meeting held on the 20th day of February 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 Staff Report

Meeting Date: February 20, 2017

TO: Arvin City Council

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

SUBJECT: Approval of Task Order 1801 for Construction Management Services for the DiGiorgio Sidewalk Project in the amount of \$12,215.00

BACKGROUND:

The City of Arvin desires to construct sidewalks along the perimeter and within DiGiorgio Park. For this purpose, the City previously allocated \$132,000.00 of TDA funds for the project, and approved task order 1701 with its previous engineer for \$24,200.00 to be used for the design and construction management of the project. Since the issuance of that task order, the previous engineer has expended all of the funds previously allocated toward design and construction management, and the project has yet to break ground.

In reviewing the project files, it appears that the previous engineer was able to complete the plans and specifications for the project. At this time, there is a need to modify the plans and specifications to reflect the engineering change that has occurred, and to verify with the City Attorney that the bid documents are acceptable to send to bid. At such time, the City Clerk will advertise the project for bid, a pre-bid meeting will occur, and bids will be received approximately 4 weeks later. Assuming that there is at least one completely responsive bid that is within the project budget, the Engineer will make a recommendation to the City Council to award the project to a contractor.

Once a contract is awarded to a contractor, the Engineer will issue a notice to proceed, and then work will commence and take approximately 30 days. During that time, the Engineer will work with the Building Official who will be providing daily observations of the work to make sure that work is progressing as planned and expected. The Engineer will also provide other essential functions as the Construction Manager such as RFI and payment request review. At the conclusion of the work, the Engineer will review the site with the contractor to make sure that all work has been satisfactorily completed, and will work to provide the City with an adequate documentation of the work that was performed.

FINANCIAL IMPACT:

TDA or other identified funds shall pay a fixed fee not to exceed \$12,215.00.

RECOMMENDATION:

Staff recommends the approval of task order 1801

ATTACHMENTS:

Task Order

Exhibit A

Financial Spreadsheet

TASK ORDER NO. 1801

DATE OF REQUEST: February 20, 2018

CITY PROJECT COORDINATOR: DeWalt Corporation.

This Task Order is submitted to Contractor pursuant to Section 2.4 of the Professional Services Agreement (“Agreement”) entered into between the City of Arvin and DeWalt Corporation (DWC) dated September 1st, 2017.

1. Project Description and Location:

Construction management services for the DiGiorgio Sidewalk Project within DiGiorgio Park. See attachment A for detailed project description.

2. Scope of Service Required:

Construction management services sufficient for the project to be constructed and closed out. See attachment A for detailed scope information.

3. Expected Results and Deliverables:

The successful construction of the DiGiorgio Sidewalk Project which will be accomplished by working with the City and the contractor. Deliverables will be regular construction related documents such as pay applications, change orders, and project closeout documents at the conclusion of construction. See attachment A for detailed information.

4. Period of Performance (Time Frame):

The period of performance is variable, and depends on the ability of the contractor to complete the project in a timely manner. However, see Attachment A for a detailed description of the schedule.

5. Project Schedule:

Project schedules will comply with the above mentioned period of performance, or as determined by the City Manager and agreed upon by the City Engineer, if not specified under the contract.

NOTICE to CONTRACTOR: Pursuant to Section 2.4 of Agreement, after City delivers draft Task Order to the Contractor, Contractor shall return draft Task Order within ten (10) calendar days with a Cost Estimate. **DWC proposed cost: Fixed Fee Not to Exceed \$12,215.00 (Each invoice will include a 10% labor discount for DWC Labor) in accordance with the rate schedule under the approved contract. This budget may be reviewed periodically by the City, and adjusted as needed to accommodate the needs of the City.**

Approved by: _____
Alfonso Noyola, City Manager

Date

EXHIBIT A

SCOPE OF SERVICES – DIGIORGIO SIDEWALK CONSTRUCTION CM SERVICES

Project Understanding

The City of Arvin desires to construct sidewalks along the perimeter and within DiGiorgio Park. For this purpose, the City previously allocated \$132,000.00 of TDA funds for the project, and approved task order 1701 with its previous engineer for \$24,200.00 to be used for the design and construction management of the project. Since the issuance of that task order, the previous engineer has expended all of the funds previously allocated toward design and construction management, and the project has yet to break ground.

DeWalt proposes to assume the remaining responsibilities of this project which will be detailed in the scope of services to follow.

Scope of Work

Phase 1: Bidding services

DeWalt will work with the City Attorney to make sure the project is ready to be bid competitively to contractors. At that time, DeWalt will work with the City Clerk to bid the project which may involve advertising the project in the Bakersfield Californian, and one or more online builder's exchanges.

DeWalt will attend and chair one pre-bid meeting approximately one week before the bids are due from contractors, and will prepare and distribute meeting minutes. DeWalt will also receive and respond to contractor requests for information (RFI) and publish addenda, if necessary.

DeWalt will attend the bid opening, and will assist the City Clerk with the opening and announcing of the bid results. Following this, DeWalt will receive the bids from the City Clerk, and will evaluate their completeness and correctness. Finally, assuming that there is at least one complete responsive bid, DeWalt will prepare a staff report and resolution to council to accept the bid, and to award a construction contract to the apparent winning bidder.

Note that this scope item assumes that only one round of bidding will be necessary. If, for any reason, the project needs to be put out to bid again, doing so may result in an amendment for this task order for additional compensation for DeWalt.

Phase 2: Construction Management Services

In collaboration with the building official for the City of Arvin, DeWalt will perform all CM services during the course of construction. The building official will be responsible for daily inspection services while DeWalt will provide all other support. A detailed breakdown of the scope of services is as follows:.

- Manage responses to contractor submittals (approximately 5 anticipated),
- Manage responses to contractor's requests for information (approximately 5 anticipated),
- Review and recommend payment on contractor's progress payment requests (approximately 1 anticipated),
- Receive and catalogue daily construction observation reports from building official, including daily reports and project photos,
- Construction contract administration,
- Weekly on-site visits for progress meetings with the Contractor and progress review,
- Change Order management, review and processing,
- Receive and review labor compliance/interview reporting from the building official,
- Punch-list visit and review prior to completion.

Phase 3: Closeout Services

At the completion of the project, DeWalt will gather necessary documents from the Contractor and disseminate to the city as appropriate. The services provided under this task are shown below:

- Prepare final balancing change order,
- Review final payment request and request for release of retention,
- Prepare Notice of Completion to Contractor and for Council,
- Receive Record Drawings (aka As-Built drawings),

- Provide digital closeout documentation to City including construction correspondences such as RFIs, Submittals, and Change orders. Also provide record drawings, Operations and Maintenance manuals, warranty, and lien release information.

Proposed Schedule

Upon execution of this task order, DeWalt will work according to the following approximate schedule:

- Issue for bid: 2 weeks
- Bid phase: 4 weeks
- Review bids and award contract: 4 weeks
- Construction phase: 4 weeks
- Project closeout: 4 weeks

Fee Schedule

DeWalt Corporation, and their sub-consultants propose to perform the work described in this task order on a fixed fee basis for amounts not to exceed those shown in the following schedule. A discount of 10% will be applied to all invoices.

DiGiorgio Sidewalk Project CM Services		
Proposed Fee Schedule		
PHASE	TASK	FEE
1	Bidding services	\$ 1,840.00
2	Construction management	\$ 9,200.00
3	Closeout services	\$ 1,175.00
TOTAL PROPOSED FEES		\$ 12,215.00

Note: The above fees are an estimate on a per phase basis, and are provided to give an idea of the approximate level of effort of each phase. DeWalt Corporation reserves the right to adjust the budget for any particular phase throughout the project as necessary provided such adjustment does not result in additional compensation beyond that shown in the “TOTAL PROPOSED FEES” line above. Any such fees in excess of the total fees above shall be requested via a change order for approval by the City.



2017-2018 PROJECT SHEET

Proj. #: **17-213**

Project: **DiGiorgio Sidewalk Project CM Services**

Project Lead: **Adam Ojeda, P.E.**

Dept.: **Engineering**

BREAKDOWN OF PROJECT COST AND FUNDING SOURCES

Cost Summary	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Future Yrs	TOTAL
Engineering Task Order 1701			\$24,200				\$24,200
Construction (estimate only)			\$98,000				\$98,000
10% Contingency			\$9,800				\$9,800
Engineering Task Order 1801			\$12,215				\$12,215
							\$0
							\$0
							\$0
TOTAL COST	\$0	\$0	\$144,215	\$0	\$0	\$0	\$144,215

Funding Source(s)	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Future Yrs	TOTAL
TDA			\$144,215				\$144,215
							\$0
							\$0
							\$0
TOTAL FUNDING SOURCES	\$0	\$0	\$144,215	\$0	\$0	\$0	\$144,215

1. Briefly Describe and provide justification for this Capital Project Request.

City wishes to install new sidewalks at DiGiorgio Park to improve accessibility in the park

2. Describe the project status and completed work.

Plans and specifications have been completed by previous engineer. Need to issue for bid and construct.

3. Describe any anticipated grants related to the project.

TDA

4. What impact will the project have on annual operation expenses? Please quantify and describe.

	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Yrs	TOTAL
Projected Operating Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Map and/or pictures of Project/Project Area





CITY OF ARVIN Staff Report

Meeting Date: February 20, 2018

TO: Arvin City Council

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

SUBJECT: Approval of Task Order 1802 for Construction Management Services for the Veolia WWTF Concrete Project in the amount of \$32,705.00

BACKGROUND:

The City of Arvin and Veolia desires to construct approximately 8,200 square feet of concrete pavement at the waste water treatment facility in Arvin. The previous engineer for the city received task order 1621 for the design of the project, and did complete their scope of services as indicated by that task order. What remains to be done at this time, is for the project to be issued for a competitive bid, and to go to construction assuming a successful bidder is identified.

DeWalt proposes to continue this project, and will provide bidding, construction management, construction staking, materials testing, and closeout services under this task order.

FINANCIAL IMPACT:

Sewer funds shall pay for time and materials not to exceed \$32,705.00.

RECOMMENDATION:

Staff recommends the approval of task order 1801

ATTACHMENTS:

Task Order
Exhibit A
Financial Spreadsheet

TASK ORDER NO. 1802

DATE OF REQUEST: February 20, 2018

CITY PROJECT COORDINATOR: DeWalt Corporation.

This Task Order is submitted to Contractor pursuant to Section 2.4 of the Professional Services Agreement (“Agreement”) entered into between the City of Arvin and DeWalt Corporation (DWC) dated September 1st, 2017.

1. Project Description and Location:
Construction management services for the Veolia WWTF Concrete Pavement Project. See attachment A for detailed project description.
2. Scope of Service Required:
Construction management services sufficient for the project to be constructed and closed out. See attachment A for detailed scope information.
3. Expected Results and Deliverables:
The successful construction of the Veolia WWTF Concrete Pavement Project which will be accomplished by working with the City and the contractor. Deliverables will be regular construction related documents such as pay applications, change orders, and project closeout documents at the conclusion of construction. See attachment A for detailed information.
4. Period of Performance (Time Frame):
The period of performance is variable, and depends on the ability of the contractor to complete the project in a timely manner. However, see Attachment A for a detailed description of the schedule.
5. Project Schedule:
Project schedules will comply with the above mentioned period of performance, or as determined by the City Manager and agreed upon by the City Engineer, if not specified under the contract.

NOTICE to CONTRACTOR: Pursuant to Section 2.4 of Agreement, after City delivers draft Task Order to the Contractor, Contractor shall return draft Task Order within ten (10) calendar days with a Cost Estimate. **DWC proposed cost: Fixed Fee Not to Exceed \$32,705.00 (Each invoice will include a 10% labor discount for DWC Labor) in accordance with the rate schedule under the approved contract. This budget may be reviewed periodically by the City, and adjusted as needed to accommodate the needs of the City.**

Approved by: _____
Alfonso Noyola, City Manager

Date

EXHIBIT A

**SCOPE OF SERVICES – VEOLIA WWTF CONCRETE PAVEMENT CONSTRUCTION
MANAGEMENT SERVICES**

Project Understanding

The City of Arvin and Veolia desires to construct approximately 8,000 square feet of new concrete pavement as well as a small concrete pad at the Wastewater Treat Facility (WWTF) that serves the City of Arvin. For this effort, the previous City Engineer has prepared plans and specifications for the project. It is our understanding that these documents must be reviewed by the City Attorney. Following their approval by the City legal counsel, the plans and specifications will be ready to be advertised for bid, and then go to construction assuming an acceptable bid is received.

DeWalt proposes to assume the remaining responsibilities of this project which will be detailed in the scope of services to follow.

Scope of Work

Phase 1: Bidding services

DeWalt will work with the City Attorney to make sure the project is ready to be bid competitively to contractors. At that time, DeWalt will work with the City Clerk to bid the project which may involve advertising the project in the Bakersfield Californian and one or more online builder's exchanges.

Prior to advertising the project for bid, it shall be necessary for DeWalt to modify the plans and specifications slightly from their current form as they still bear the name and branding of the previous engineering firm.

DeWalt will attend and chair one pre-bid meeting approximately one week before the bids are due from contractors, and will prepare and distribute meeting minutes. DeWalt will also receive and respond to contractor requests for information (RFI) and publish addenda, if necessary.

DeWalt will attend the bid opening, and will assist the City Clerk with the opening and announcing of the bid results. Following this, DeWalt will receive the bids from the City Clerk, and will evaluate their completeness and correctness. Finally, assuming that there is at least one complete responsive bid, DeWalt will prepare a staff report and resolution to council to accept the bid, and to award a construction contract to the apparent winning bidder.

Note that this scope item assumes that only one round of bidding will be necessary. If, for any reason, the project needs to be put out to bid again, doing so may result in an amendment for this task order for additional compensation for DeWalt.

Phase 2: Construction Management Services

DeWalt will perform all CM services during the course of construction. A detailed breakdown of the scope of services is as follows:.

- Manage responses to contractor submittals (approximately 5 anticipated),
- Manage responses to contractor's requests for information (approximately 5 anticipated),
- Review and recommend payment on contractor's progress payment requests (approximately 1 anticipated),
- Prepare and catalogue daily construction observation reports including daily reports and project photos,
- Construction contract administration,
- Weekly on-site visits for progress meetings with the Contractor and progress review,
- Change Order management, review and processing,
- Receive and review certified payroll and confirm that labor compliance procedures are being followed; perform employee interviews as well,
- Punch-list visit and review prior to completion.

Phase 3: Construction Staking

A DeWalt survey team will make one trip to the site, and will place pre-construction stakes for the contractor. Additional staking requested by the contractor will be at the cost of the contractor.

Phase 4: Materials testing

DeWalt will hire an independent materials testing firm to perform acceptance testing on recompacted subgrade, aggregate base rock, and new Portland cement concrete.

Phase 5: Closeout Services

At the completion of the project, DeWalt will gather necessary documents from the Contractor and disseminate to the city as appropriate. The services provided under this task are shown below:

- Prepare final balancing change order,
- Review final payment request and request for release of retention,
- Prepare Notice of Completion to Contractor and for Council,
- Receive Record Drawings (aka As-Built drawings),
- Provide digital closeout documentation to City including construction correspondences such as RFIs, Submittals, and Change orders. Also provide record drawings, Operations and Maintenance manuals, warranty, and lien release information.

Proposed Schedule

Upon execution of this task order, DeWalt will work according to the following approximate schedule:

- Issue for bid: 2 weeks
- Bid phase: 4 weeks
- Review bids and award contract: 4 weeks
- Construction phase: 8 weeks
- Project closeout: 4 weeks

Fee Schedule

DeWalt Corporation, and their sub-consultants propose to perform the work described in this task order on a time and materials basis for amounts not to exceed those shown in the following schedule. A discount of 10% will be applied to all invoices.

Veolia WWTF Concrete Pavement CM Services		
Proposed Fee Schedule		
PHASE	TASK	FEE
1	Bidding services	\$ 1,925.00
2	Construction management	\$ 20,125.00
3	Construction staking	\$ 4,880.00
4	Materials testing	\$ 4,600.00
5	Closeout services	\$ 1,175.00
TOTAL PROPOSED FEES		\$ 32,705.00

Note: The above fees are an estimate on a per phase basis, and are provided to give an idea of the approximate level of effort of each phase. DeWalt Corporation reserves the right to adjust the budget for any particular phase throughout the project as necessary provided such adjustment does not result in additional compensation beyond that shown in the “TOTAL PROPOSED FEES” line above. Any such fees in excess of the total fees above shall be requested via a change order for approval by the City.



2017-2018 PROJECT SHEET

Proj. #: **18-031**

Project: **DiGiorgio Sidewalk Project CM Services**

Project Lead: **Adam Ojeda, P.E.**

Dept.: **Engineering**

BREAKDOWN OF PROJECT COST AND FUNDING SOURCES

Cost Summary	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Future Yrs	TOTAL
Engineering Task Order 1621 (design)			\$15,000				\$15,000
Construction (estimate only)				\$145,810			\$145,810
10% Contingency				\$14,581			\$14,581
Engineering Task Order 1802				\$32,705			\$32,705
							\$0
							\$0
							\$0
TOTAL COST	\$0	\$0	\$15,000	\$193,096	\$0	\$0	\$208,096

Funding Source(s)	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Future Yrs	TOTAL
Sewer funds			\$15,000	193096			\$208,096
							\$0
							\$0
							\$0
TOTAL FUNDING SOURCES	\$0	\$0	\$15,000	\$193,096	\$0	\$0	\$208,096

1. Briefly Describe and provide justification for this Capital Project Request.

City wishes to install new concrete pavement at the waste water treatment facility

2. Describe the project status and completed work.

Plans and specifications have been completed by previous engineer. Need to issue for bid and construct.

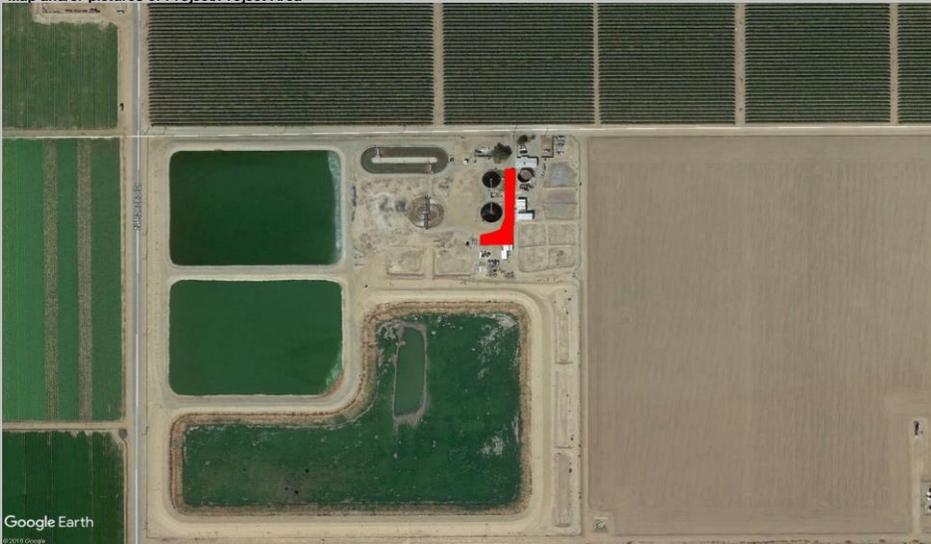
3. Describe any anticipated grants related to the project.

Sewer

4. What impact will the project have on annual operation expenses? Please quantify and describe.

Projected Operating Expenses	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Yrs	TOTAL
	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Map and/or pictures of Project/Project Area



RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN
APPROVING THE ENGINEER'S REPORT FOR LANDSCAPE AND
LIGHTING MAINTENANCE DISTRICT NO. 2**

WHEREAS, the City Council of the City of Arvin previously formed Landscape and Lighting Maintenance District No. 2 (“District”), pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code (commencing with Section 22500) (the “Act”); and

WHEREAS, on February 20, 2018, pursuant to the provisions of the Act, the City Council initiated proceedings by adopting a Resolution describing improvements and ordering the City Engineer to file a report with regard to the District for the 2018-2019 Fiscal Year; and

WHEREAS, the City Engineer has prepared and filed a written report with the City Clerk entitled “Engineer's Report And Assessment, City Of Arvin Landscaping And Lighting Maintenance District No. 2, FY 2018-19” (the “Engineer's Report”) as called for in said Resolution and under and pursuant to said Act, which report has been presented to this City Council for consideration; and

WHEREAS, said City Council has duly considered said Engineer’s Report and each and every part thereof, and finds that each and every part of said report is sufficient, and that no portion of the report requires or should be modified in any respect.

WHEREAS, the City Council desires to formally approve the Engineer’s Report, as filed, pursuant to Section 22623 of the Act.

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

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

Section 2. The City Council finds that the Engineer’s estimate prepared by the City Engineer of the itemized costs and expenses of said work and of the incidental expenses in connection therewith, contained in said Engineer’s Report be, and each of them are hereby, preliminary approved and confirmed.

Section 3. The City Council finds that the diagram showing the District referred to and described in said Engineer’s Report, the boundaries of the subdivisions of the land within said District as the same existed at the time of passage of said Resolution, is hereby preliminarily approved and confirmed.

Section 4. The City Council finds that the proposed assessment upon the subdivisions of land in said District is in proportion to the estimated benefit to be received by said subdivision, respectively, from said work and of the incidental expenses thereof, as contained in said report is hereby preliminarily approved and confirmed.

Section 5. The City Council hereby approves the "Engineer's Report And Assessment, City Of Arvin Landscaping And Lighting Maintenance District No. 2, FY 2018-19." Said report shall serve as the Engineer's Report for the purposes of subsequent proceedings for Lighting Maintenance District No. 2.

Section 6. This Resolution shall take effect immediately.

I HEREBY CERTIFY that the foregoing resolution was duly passed and adopted by the City Council of the City of Arvin at a regular meeting thereof held on the 20th day of February, 2018 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST:

By: _____

CECILIA VELA, City Clerk

ARVIN CITY COUNCIL

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 on the date and by the vote indicated herein.



ENGINEER'S REPORT AND ASSESSMENT

CITY OF ARVIN LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 2 FY 2018-19

TRACT 6407
TRACT 6408
TRACT 6409
TRACT 6667
TRACT 6756

ANNEXATION No. 1 FOR THE FOLLOWING:

TRACT 5816 PHASE 10A
TRACT 5816 PHASE 10B
TRACT 7321
GARDEN IN THE SUN PARK
WALNUT STREET EXTENSION

PREPARED FOR

CITY OF ARVIN

Prepared By:
Adam Ojeda
City Engineer
DeWalt Corporation
1930 22nd Street
Bakersfield, CA 93301

March 2018

**CITY OF ARVIN
ENGINEER'S REPORT
LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 2**
(Pursuant to the Landscaping and Lighting Act of 1972)

The undersigned respectfully submits the enclosed report as directed by the City Council.

Dated: February 14 2018 By:  _____
Adam Ojeda, Engineer of Work

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment and Assessment Diagram thereto attached was filed with me on the ____ day of _____, 2018.

City Clerk of the City of Arvin
Kern County, California

By: _____
Cecilia Vela

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Arvin, California, on the ____ day of _____, 2018.

City Clerk of the City of Arvin
Kern County, California

By: _____
Cecilia Vela

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment and Assessment Diagram thereto attached was filed with the County Auditor of the County of Kern, State of California, on the ____ day of _____, 2018.

City Clerk of the City of Arvin
Kern County, California

By: _____
Cecilia Vela

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INTRODUCTION

The City Council of the City of Arvin adopted its General Plan with various elements to provide guidelines for orderly development within the community. The City Council further adopted ordinances and regulations governing the development of land providing for the installation and construction of certain lighting, landscaping and appurtenant facilities to enhance the quality of life and to benefit the value of property.

The requirement for the installation of landscaping and construction of appurtenant facilities is a condition of development provided for in the City's Subdivision Ordinance and is a requirement for issuance of a permit for construction of any commercial, industrial and planned unit development. Lighting, landscaping and appurtenant facilities generally include street lights, trees, shrubs, plants, turf, irrigation systems and necessary appurtenances including curbs, hardscape, monumentations, walls, fencing located in public right-of-ways, medians, parkways, and/or easements adjacent to public right-of-ways, in and along major thoroughfares and certain designated primary and secondary arterials as defined in the General Plan's Circulation Element.

The installation of street lights, landscaping and the construction of appurtenant facilities is the responsibility of the property owner/applicant, triggered by the approval of a development application. When on any given street of the approved system, a majority of the required landscaping has been provided, and it has been determined that landscaping in front of, or adjacent to certain already developed properties is required to bridge missing gaps, and/or where the future development or redevelopment of existing property is not likely to occur in a foreseeable future, the City Council may deem it appropriate to retrofit such missing gaps pursuant to the provisions of the Landscaping and Lighting Act of 1972. The servicing, operation, maintenance, repair and replacement of the lighting, landscaping and appurtenant facilities in turn become the responsibility of the benefiting properties.

In May 2008, the City initiated proceedings to form Maintenance District No. 2 ("District") for the maintenance of landscaping, lighting and appurtenant facilities within the boundaries of Tract 6407, Tract 6408, Tract 6409, Tract 6667, Tract 6756 and subsequent phases.

The City's landscape maintenance program will be administered according to the provisions of the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the Streets and Highways Code of the State of California. Payment for the assessment will be made in the same manner and at the same time in conjunction with the ad valorem (in proportion to the value) tax for each Property.

The proceedings will be conducted under the Landscaping and Lighting Act of 1972, Sections 22500 through 22679, Part 2, Division 15, of the Streets and Highways Code of the State of California.

The City Council of the City of Arvin will set times and places for any applicable public meeting and public hearing in the Resolution of Intention. After reviewing testimony, as well as the current and projected year's costs for the servicing, maintenance, repair and replacement of the facilities in the District as herein described, the City Council will set the assessment for the ensuing fiscal year, which runs between July 1 and June 30.

The Engineer's Report describes the District, any changes to the District, and the proposed assessments for Fiscal Year 2018/19. The District budget identifies the estimated expenditures, deficits, surpluses, revenues and fund balances used to review the annual assessment for parcels within the District. The word "parcel" for the purposes of this Engineer's Report refers to an individual property assigned its own Assessor's Parcel Number (APN) by the Kern County Assessor's Office. The Kern County Auditor/Controller uses APNs and specific fund numbers to identify properties assessed for the landscape maintenance district on the tax roll.

The City Council will review the Engineer's Report and may order amendments to the Engineer's Report or confirm it as submitted. Following final approval of the Engineer's Report and confirmation of the assessments, the City Council will order the levy and collection of assessments for Fiscal Year 2018/19 as outlined in the Engineer's Report.

The assessment information will be submitted to the County Auditor/Controller and included on the property tax roll for each parcel in Fiscal Year 2018/19.

This report contains the necessary data required to conduct the proceedings and is submitted to the Clerk of the City for filing.

ANNEXATION No. 1 – MARCH 2018

The existing lighting and landscaping maintenance district is comprised of non-contiguous housing tracts in various locations of the city as seen on Exhibit "F". This is an appropriate course of action due to the fact that the assessments levied by the District are used to fund the same type of maintenance and construction for the same types of improvements across each tract. As the same types of improvements are present in each tract, the proportionate share and benefit of the improvements are the same for all parcels in the non-contiguous portions of the District. Tracts 5816-10A, 5816-10B, 7321, Garden in the Sun Park, and the 2016-17 Walnut Street Extension North of CA-223 are all non-contiguous within the established boundaries of Lighting and Landscaping Maintenance District No. 2. However, just like the existing tracts within the District, the improvements present within these tracts, the park, and the street are all common to the existing District, and the residents will all benefit equally from the proposed annexations.

It is also important to note that annexing the proposed areas into the District will consolidate the benefitting developments into a single assessment district, and will allow for easier management by the City.

The limits of the annexation can be seen in the Exhibit "E" tract diagrams as well as the Location Map at the end of this report.

ENGINEER OF WORK STATEMENT

CITY OF ARVIN

LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT No. 2

(Pursuant to the Landscaping and Lighting Act of 1972)

TRACT 6407, TRACT 6408, TRACT 6409, TRACT 6667, TRACT 6756,

ANNEXATION No. 1

**TRACT 5816 PHASE 10A, TRACT 5816 PHASE 10B, TRACT 7321, GARDEN IN THE
SUN PARK, WALNUT STREET EXTENSION**

I, Adam Ojeda, Engineer of Work for Landscaping and Lighting Maintenance District No. 2, City of Arvin, Kern County, California, make this report as directed by the City Council, pursuant to Section 22585 of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements to be maintained which are subject to this report are briefly described as follows:

1. The purpose of the landscape and lighting district shall be to provide a source of funding for the maintenance and service of landscaping and public lighting facilities located within public areas or easements of the described District. Funding for the specified public improvements, their operations and accrued benefits, would not otherwise be fully available to the property owners nor fully furnished by the City.
2. The establishment of landscape and lighting district provides an alternative procedure by which the City Council may assess and disburse funds, either in part or for whole amounts, for related costs and expenses of installation, maintenance and service of public improvements deemed to be local in nature and benefiting the property owners of the District. Said funds are to be payable from annual benefit assessments apportioned equally among individual lots and parcels of private property by the City Council.
3. Landscaping shall include trees, shrubs, turf or other ornamental vegetation, related plumbing and irrigation facilities, related ornamental structures, fences, walls, and lighting which are intended to beautify and aesthetically enhance the environment of the District, either generally or specifically, for the benefit of the property owners therein. Public lighting facilities shall include lights, poles, standards, overhead or underground wiring, distribution facilities, and related paving or foundation improvements which are intended to provide lighting for the security and safety of the property owners of the District. Clearing and grubbing of regional storm water retention basins shall include the following sumps:
 - Lot No. 1 of Tract 6409
 - Lot No. 45 of Tract 6667
 - Future sump of Tract 6756 after recordation
 - Temporary sump of Tract 5816-10A and 5816-10B
 - Future sump of tract 5816-10A and 10B once built.

This report consists of six parts as follows:

EXHIBIT "A"

Plans and specifications for the improvements are filed with the City Clerk. Although separately bound, the plans and specifications are part of this report and are included in their entirety herein by reference.

EXHIBIT "B"

An estimate of the cost of improvements.

EXHIBIT "C"

An assessment of the estimated cost of the improvements on each benefited parcel of land within the District. Being a list showing the Tract Number, Lot number, Assessor's Tax Number, names and addresses of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, as per records on file at the Kern County Assessor's Office, or as known to the Clerk, and the Assessment for each parcel for the FY 2018-19. This listing is keyed to the lots by assessment number as shown in "EXHIBIT E".

EXHIBIT "D"

A statement of the method by which the undersigned has determined the amount proposed to be assessed to each parcel of land within the District.

EXHIBIT "E"

Tract diagrams showing all of the parcels of real property within the assessment district. The diagram is keyed to Exhibit "C" by the assessment number.

EXHIBIT "F"

A statement of findings with respect to the continuation of assessments for this Landscaping and Lighting Maintenance District No. 2, in compliance with Proposition 218 of the State of California, that went into effect July 1, 1997.

EXHIBIT "A"
DESCRIPTION OF IMPROVEMENTS

CITY OF ARVIN
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 2

(Pursuant to the Landscaping and Lighting Act of 1972)

Location of Landscaping, Lighting and Appurtenant Facilities

The location of lighting, landscaping and appurtenant facilities are depicted on the Assessment Diagram as shown in Exhibit "F" herein and include the following subdivisions, lots, and/or parcels:

Tract 6667 (Lots 1-44, inclusive)
Tract 6407 (Lots 1 – 40 inclusive)
Tract 6408 (Lots 1- 26 inclusive)
Tract 6409 (Lots 1-66 inclusive)
Tract 5816 Phase 10-A (Lots 1-7 inclusive)

The following tracts have not been recorded yet and will not be assessed until the tax year following their recordation:

Tract 6756 (Lots 1 – 75, inclusive)
Tract 5816 phase 10-B (Lots 1-54 inclusive)
Tract 7321 (Lots 1-20 inclusive)

Plans and Specifications

The installation of planting of landscaping, installation and construction of appurtenant facilities to be operated, serviced and maintained, are not part of these Assessment District proceedings. The landscaping and facilities have been, and/or will be, provided by developers as a condition of subdivision of land, and in commercial areas, are part of conditional use review and approval process.

The location of landscaping, lighting and appurtenant facilities, as previously described, are within the boundaries of the district shown on the Assessment Diagrams, Exhibit "F" herein. Approved plans for landscaping, lighting and appurtenant facilities are filed with the City Planning Department and incorporated herein by reference.

Plans and specifications for the improvements are those prepared by:

Porter Robertson, for Tract 6667
Pinnacle Engineering, for Tract 6407, Tract 6408, Tract 6409, Tract 6756
Landmark Surveying and Engineering for Tract 5816-10A, Tract 5816-10B, Tract 7321

EXHIBIT 'B'
COST ESTIMATE FOR LLMD NO. 2

Tracts in MD #2	Total Units in Tract	Estimated Labor Hrs. per Unit	Estimated Labor Cost \$34/hr	Estimated Utility Cost \$24/unit	*Estimated Other Costs \$12/unit	Estimated Sump Costs \$25/unit	Kern Co. Admin. Charge \$0.20 per unit	2012-13 Estimated Total Cost w/Sump
Tract 6667	44	1.2	\$ 1,795.20	\$ 1,056.00	\$ 528.00	\$ 1,100.00	\$ 8.80	\$ 4,488.00
Tract 6407	40	1.2	\$ 1,632.00	\$ 960.00	\$ 480.00	\$ 1,000.00	\$ 8.00	\$ 4,080.00
Tract 6408	26	1.2	\$ 1,060.80	\$ 624.00	\$ 312.00	\$ 650.00	\$ 5.20	\$ 2,652.00
Tract 6409	66	1.2	\$ 2,692.80	\$ 1,584.00	\$ 792.00	\$ 1,650.00	\$ 13.20	\$ 6,732.00
Tract 6756	75	1.2	\$ 3,060.00	\$ 1,800.00	\$ 900.00	\$ 1,875.00	\$ 15.00	\$ 7,650.00
Totals	251	6.0	\$ 10,240.80	\$ 6,024.00	\$ 3,012.00	\$ 6,275.00	\$ 50.20	\$ 25,602.00

Estimated Cost Per Unit with Sump: \$25,602.00/ 251 units = \$ 102.00 per unit per year

NOTES

* Estimated Other Costs include equipment, materials and engineering for landscape and lighting maintenance.

Estimated Sump Costs include labor, utilities, equipment, materials, administration, for sump maintenance.

PREVIOUS YEAR ASSESSMENT FY 2012-13

In 2011 the Consumer Price Index was 2.7 %; adjusted cost per unit as described in EXHIBIT D herein:

Assessment per Unit \$102.00 X 1.027 = \$ 104.95 per unit per year

PREVIOUS YEAR ASSESSMENT FY 2013-14

In 2012 the Consumer Price Index was 2.0 %; adjusted cost per unit as described in EXHIBIT D herein:

Assessment per Unit \$104.95 X 1.020 = \$ 107.05 per unit per year

PREVIOUS YEAR ASSESSMENT FY 2014-15

In 2013 the Consumer Price Index was 1.1 %; but due to expenditure projections the multiplier per unit per year is set as described in EXHIBIT D herein. Therefore, the assessment for the new fiscal year is as follows:

Assessment per Unit \$107.05 X 1.000 = \$ 107.05 per unit per year

PREVIOUS YEAR ASSESSMENT FY 2015-16

In 2014 the Consumer Price Index was 0.7 %; but due to expenditure projections the multiplier per unit per year is set as described in EXHIBIT D herein. Therefore, the assessment for the new fiscal year is as follows:

Assessment per Unit \$107.05 X 1.000 = \$ 107.05 per unit per year

PREVIOUS YEAR ASSESSMENT FY 2016-17

In 2015 the Consumer Price Index was 2.0 %; but due to expenditure projections the multiplier per unit per year is set as described in EXHIBIT D herein. Therefore, the assessment for the new fiscal year is as follows:

Assessment per Unit \$107.05 X 1.020 = \$ **109.19 per unit per year**

PREVIOUS YEAR ASSESSMENT FY 2017-18

In 2016 the Consumer Price Index was 2.0%, but due expenditure projections and the amount of reserves the multiplier per unit per year will remain at one and the cost per unit per year will remain unchanged is as described in Exhibit D herein. Therefore, the assessment for the new fiscal year is as follows:

Assessment per Unit \$109.19 X 1.000 = \$ **109.19 per unit per year**

NEW ASSESSMENT FOR FY 2018-19

In 2017 the Consumer Price Index was 3.6 %; adjusted cost per unit as described in EXHIBIT D herein:

Assessment per Unit \$109.19 X 1.036 = \$ **113.12 per unit per year**

EXHIBIT C
TRACT # 6667 ASSESSMENT ROLL

TRACT #	LOT #	TAX NUMBER	ADDRESS	OWNER	ASSESSMENT
6667	1	190-341-01-00-5	513 VARSITY AVE	RODRIGUEZ JOSE MATILDE & MARIA VALLEJO DE	\$113.12
6667	2	190-341-02-00-8	509 VARSITY AVE	BAUTISTA SANTIAGO E & JUSTINA	\$113.12
6667	3	190-341-03-00-1	505 VARSITY AVE	HERNANDEZ TORRES MARCELA	\$113.12
6667	4	190-341-04-00-4	501 VARSITY AVE	SELF HELP ENTERPRISES	\$113.12
6667	5	190-341-05-00-7	500 CAPISTRANO ST	CRUZ DAISY	\$113.12
6667	6	190-341-06-00-0	504 CAPISTRANO ST	DURAN LUIS F & LISSETTE ADRIANA	\$113.12
6667	7	190-341-07-00-3	508 CAPISTRANO ST	SELF HELP ENTERPRISES	\$113.12
6667	8	190-341-08-00-6	512 CAPISTRANO ST	ONE EIGHTY NINE LLC	\$113.12
6667	9	190-341-09-00-9	513 CAPISTRANO ST	ONE EIGHTY NINE LLC	\$113.12
6667	10	190-341-10-00-1	509 CAPISTRANO ST	GUZMAN VERONICA	\$113.12
6667	11	190-341-11-00-4	505 CAPISTRANO ST	CAMACHO ANTONIO	\$113.12
6667	12	190-341-12-00-7	501 CAPISTRANO ST	ONE EIGHTY NINE LLC	\$113.12
6667	13	190-341-13-00-0	500 BAUTISTA ST	GONZALES DONNA SUE	\$113.12
6667	14	190-341-14-00-3	504 BAUTISTA ST	VILLASENOR FELIPE & ESTRADA ROSALIA	\$113.12
6667	15	190-341-15-00-6	508 BAUTISTA ST	ONE EIGHTY NINE LLC	\$113.12
6667	16	190-341-16-00-9	512 BAUTISTA ST	ONE EIGHTY NINE LLC	\$113.12
6667	17	190-341-17-00-2	513 BAUTISTA ST	SELF HELP ENTERPRISES	\$113.12
6667	18	190-341-18-00-5	509 BAUTISTA ST	VASQUEZ JESUS HERNANDEZ	\$113.12
6667	19	190-341-19-00-8	505 BAUTISTA ST	DURAN MANUEL	\$113.12
6667	20	190-341-20-00-0	501 BAUTISTA ST	NIETO ZAVALA PEDRO & NIETO GOMEZ SILVIA	\$113.12
6667	21	190-341-21-00-3	421 BAUTISTA ST	MORALES GABINO	\$113.12
6667	22	190-341-22-00-6	417 BAUTISTA ST	MORENO MIGUEL A VARGAS & VARGAS MARIA GUADAL	\$113.12
6667	23	190-341-23-00-9	413 BAUTISTA ST	GONZALEZ ELVIRA	\$113.12
6667	24	190-341-24-00-2	409 BAUTISTA ST	URIAS WENDY K	\$113.12
6667	25	190-343-01-00-9	400 BAUTISTA ST	ONE EIGHTY NINE LLC	\$113.12
6667	26	190-343-02-00-2	404 BAUTISTA ST	ONE EIGHTY NINE LLC	\$113.12
6667	27	190-343-03-00-5	408 BAUTISTA ST	PEREZ DAVID OMAR & REBECA MORENO	\$113.12
6667	28	190-343-04-00-8	412 BAUTISTA ST	LOPEZ NICASIO & MARIA GUADALUPE	\$113.12
6667	29	190-343-05-00-1	416 BAUTISTA ST	ONE EIGHTY NINE LLC	\$113.12
6667	30	190-343-06-00-4	417 CAPISTRANO ST	SELF HELP ENTERPRISES	\$113.12
6667	31	190-343-07-00-7	413 CAPISTRANO ST	SELF HELP ENTERPRISES	\$113.12
6667	32	190-343-08-00-0	409 CAPISTRANO ST	SELF HELP ENTERPRISES	\$113.12
6667	33	190-343-09-00-3	405 CAPISTRANO ST	SELF HELP ENTERPRISES	\$113.12
6667	34	190-343-10-00-5	401 CAPISTRANO ST	SELF HELP ENTERPRISES	\$113.12
6667	35	190-344-01-00-6	400 CAPISTRANO ST	SELF HELP ENTERPRISES	\$113.12
6667	36	190-344-02-00-9	404 CAPISTRANO ST	SELF HELP ENTERPRISES	\$113.12
6667	37	190-344-03-00-2	408 CAPISTRANO ST	QUEZADA RICKY M	\$113.12
6667	38	190-344-04-00-5	412 CAPISTRANO ST	SELF HELP ENTERPRISES	\$113.12
6667	39	190-344-05-00-8	416 CAPISTRANO ST	LEORA LLC	\$113.12
6667	40	190-344-06-00-1	417 VARSITY AVE	PERALTA REYES ANGELA	\$113.12
6667	41	190-344-07-00-4	413 VARSITY AVE	ESCUTIA ROSENDO & GABRIELA L	\$113.12
6667	42	190-344-08-00-7	409 VARSITY AVE	RIVERA J GUADALUPE	\$113.12
6667	43	190-344-09-00-0	405 VARSITY AVE	CHAVEZ SIMON & JAIME MARIA LOURDES	\$113.12
6667	44	190-344-10-00-2	401 VARSITY AVE	SELF HELP ENTERPRISES	\$113.12

**EXHIBIT C
TRACT # 6407 ASSESSMENT ROLL**

TRACT #	LOT #	TAX NUMBER	ADDRESS	OWNER	ASSESSMENT
6407	1	189-721-01-00-5	OLIVARES CT	HEMPEL FAMILY TRUST	\$113.12
6407	2	189-721-02-00-8	OLIVARES CT	Hempel Family Trust	\$113.12
6407	3	189-721-03-00-1	OLIVARES CT	Hempel Family Trust	\$113.12
6407	4	189-721-04-00-4	OLIVARES CT	Hempel Family Trust	\$113.12
6407	5	189-721-05-00-7	OLIVARES CT	Hempel Family Trust	\$113.12
6407	6	189-721-06-00-0	OLIVARES CT	Hempel Family Trust	\$113.12
6407	7	189-721-07-00-3	OLIVARES CT	Hempel Family Trust	\$113.12
6407	8	189-721-08-00-6	OLIVARES CT	Hempel Family Trust	\$113.12
6407	9	189-721-09-00-9	HONESTO ST	Hempel Family Trust	\$113.12
6407	10	189-721-10-00-1	HONESTO ST	Hempel Family Trust	\$113.12
6407	11	189-721-11-00-4	HONESTO ST	Hempel Family Trust	\$113.12
6407	12	189-721-12-00-7	HONESTO ST	Hempel Family Trust	\$113.12
6407	13	189-721-13-00-0	HONESTO ST	Hempel Family Trust	\$113.12
6407	14	189-722-01-00-2	HONESTO ST	Hempel Family Trust	\$113.12
6407	15	189-722-02-00-5	HONESTO ST	Hempel Family Trust	\$113.12
6407	16	189-722-03-00-8	HONESTO ST	Hempel Family Trust	\$113.12
6407	17	189-722-04-00-1	HONESTO ST	Hempel Family Trust	\$113.12
6407	18	189-722-05-00-4	HONESTO ST	Hempel Family Trust	\$113.12
6407	19	189-722-06-00-7	FLORES CT	Hempel Family Trust	\$113.12
6407	20	189-722-07-00-0	FLORES CT	Hempel Family Trust	\$113.12
6407	21	189-722-08-00-3	FLORES CT	Hempel Family Trust	\$113.12
6407	22	189-722-09-00-6	FLORES CT	Hempel Family Trust	\$113.12
6407	23	189-722-10-00-8	FLORES CT	Hempel Family Trust	\$113.12
6407	24	189-722-11-00-1	FLORES CT	Hempel Family Trust	\$113.12
6407	25	189-722-12-00-4	FLORES CT	Hempel Family Trust	\$113.12
6407	26	189-722-13-00-7	FLORES CT	Hempel Family Trust	\$113.12
6407	27	189-722-14-00-0	FLORES CT	Hempel Family Trust	\$113.12
6407	28	189-722-15-00-3	FLORES CT	Hempel Family Trust	\$113.12
6407	29	189-722-16-00-6	FLORES CT	Hempel Family Trust	\$113.12
6407	30	189-723-01-00-9	TRINO AVE	Hempel Family Trust	\$113.12
6407	31	189-723-02-00-2	TRINO AVE	Hempel Family Trust	\$113.12
6407	32	189-723-03-00-5	TRINO AVE	Hempel Family Trust	\$113.12
6407	33	189-723-04-00-8	TRINO AVE	Hempel Family Trust	\$113.12
6407	34	189-723-05-00-1	TRINO AVE	Hempel Family Trust	\$113.12
6407	35	189-723-06-00-4	TRINO AVE	Hempel Family Trust	\$113.12
6407	36	189-723-07-00-7	TRINO AVE	Hempel Family Trust	\$113.12
6407	37	189-723-08-00-0	TRINO AVE	Hempel Family Trust	\$113.12
6407	38	189-723-09-00-3	TRINO AVE	Hempel Family Trust	\$113.12
6407	39	189-723-10-00-5	TRINO AVE	Hempel Family Trust	\$113.12
6407	40	189-723-11-00-8	TRINO AVE	Hempel Family Trust	\$113.12

EXHIBIT C
TRACT # 6408 ASSESSMENT ROLL

TRACT #	LOT #	TAX NUMBER	ADDRESS	OWNER	ASSESSMENT
6408	1	189-701-01-00-9	312 MARY ST	DIAZ ROGELIO & CARMELA	\$113.12
6408	2	189-701-02-00-2	308 MARY ST	PANTOJA ESEQUIEL & MARIA	\$113.12
6408	3	189-701-03-00-5	304 MARY ST	PARRA MIGUEL & MARIA J	\$113.12
6408	4	189-701-04-00-8	300 MARY ST	ACOSTA JESUS RAZO & ADELA L	\$113.12
6408	5	189-701-05-00-1	242 MARY ST	PARRA JOSE M & BRACAMONTES MARIA	\$113.12
6408	6	189-701-06-00-4	238 MARY ST	ARELLANO MARIA LOURDES	\$113.12
6408	7	189-701-07-00-7	234 MARY ST	VARGAS ALFREDO CALDERON & CALDERON MARIA G	\$113.12
6408	8	189-701-08-00-0	230 MARY ST	MUNOZ RAFAEL A	\$113.12
6408	9	189-701-09-00-3	226 MARY ST	HERNANDEZ RAFAEL F & MERCEDES P	\$113.12
6408	10	189-701-10-00-5	222 MARY ST	SANTOYO JESUS A & ANDRADE LETICIA NUNEZ DE	\$113.12
6408	11	189-701-11-00-8	218 MARY ST	PARRA JORGE & ADELINA G	\$113.12
6408	12	189-702-01-00-6	FLORES CT	VARGAS JAVIER M & JULIANA G DE	\$113.12
6408	13	189-702-02-00-9	FLORES CT	MORENO MIGUEL	\$113.12
6408	14	189-702-03-00-2	1900 FLORES CT	CORONA FRANCISCO P & LIDIA C	\$113.12
6408	15	189-702-04-00-5	FLORES CT	BARRAGAN ERNESTO M	\$113.12
6408	16	189-702-05-00-8	FLORES CT	CHAVOLLA HERMINIA	\$113.12
6408	17	189-703-07-00-1	MARY ST	PANTOJA PASCUAL A & CANDELARIA C	\$113.12
6408	18	189-703-06-00-8	221 MARY ST	GOMEZ RAMON M & MARIA C	\$113.12
6408	19	189-703-05-00-5	MARY ST	GOMEZ ADOLFO HERNANDEZ & HERNANDEZ LUZ M	\$113.12
6408	20	189-703-04-00-2	MARY ST	MORENO FRANCISCO JAVIER	\$113.12
6408	21	189-703-03-00-9	MARY ST	SANTOYO MIGUEL & DURAN MARIA S	\$113.12
6408	22	189-703-02-00-6	237 MARY ST	LOPEZ RAFAEL N & BERTHA G	\$113.12
6408	23	189-703-01-00-3	MARY ST	ABITIA WILLIAM L	\$113.12
6408	24	189-704-03-00-6	MARY ST	JUAREZ RODOLFO D	\$113.12
6408	25	189-704-02-00-3	MARY ST	CHAVOLLA MARTIN AYALA & AYALA JUANA C	\$113.12
6408	26	189-704-01-00-0	MARY ST	VARGAS JOSE & ALMA	\$113.12

**EXHIBIT C
TRACT # 6409 ASSESSMENT ROLL**

TRACT #	LOT #	TAX NUMBER	ADDRESS	OWNER	ASSESSMENT
6409	1	189-711-01-00-2	1908 SOUTH A ST	CALDERON ELISEO	\$113.12
6409	2	189-711-02-00-5	1912 SOUTH A ST	ESCUTIA JUAN JUAREZ	\$113.12
6409	3	189-711-03-00-8	1916 SOUTH A ST	PARRA ARMANDO GONZALEZ & GONZALEZ MARIA G	\$113.12
6409	4	189-711-04-00-1	1920 SOUTH A ST	GOMEZ JOSE LUIS & ROSALINA JUAREZ	\$113.12
6409	5	189-711-05-00-4	1924 SOUTH A ST	JAIMES ADELA	\$113.12
6409	6	189-711-06-00-7	SOUTH A ST	ROMAN CLARA	\$113.12
6409	7	189-711-07-00-0	200 SOUTH A ST	MORENO MIGUEL ANGEL & MARIA G	\$113.12
6409	8	189-711-08-00-3	SOUTH A ST	MARTINEZ BERNARDINO	\$113.12
6409	9	189-711-09-00-6	208 SOUTH A ST	ARRIAZA WILFREDO H & REYNA I	\$113.12
6409	10	189-711-10-00-8	2009 GREGG LN	SERRATO ANTONIO	\$113.12
6409	11	189-711-11-00-1	GREGG LN	HEMPEL FAMILY TRUST	\$113.12
6409	12	189-711-12-00-4	2001 GREGG LN	CALDERON LUIS	\$113.12
6409	13	189-711-13-00-7	1929 GREGG LN	PARRA JOEL & MARIA D	\$113.12
6409	14	189-711-14-00-0	1925 GREGG LN	GOMEZ ADRIAN & MARTHA	\$113.12
6409	15	189-711-15-00-3	1921 GREGG LN	DURAN RAMON & MARIA	\$113.12
6409	16	189-711-16-00-6	1917 GREGG LN	MORENO NANCY	\$113.12
6409	17	189-711-17-00-9	1913 GREGG LN	BARAJAS ERIC	\$113.12
6409	18	189-711-18-00-2	1909 GREGG LN	GARCIA MANUEL & VIANEY VARGAS	\$113.12
6409	19	189-712-01-00-9	242 OJEDA ST	MAGANA ARON & FUENTES CAROLINA	\$113.12
6409	20	189-712-02-00-2	238 OJEDA ST	PATINO JOSE & BAUSTISTA YESENIA	\$113.12
6409	21	189-712-03-00-5	234 OJEDA ST	JIMENEZ JOSE & MARIA S	\$113.12
6409	22	189-712-04-00-8	230 OJEDA ST	LEDESMA JOSE & ANGELINA	\$113.12
6409	23	189-712-05-00-1	226 OJEDA ST	TORRES LEANDRO & EDELMIRA	\$113.12
6409	24	189-712-06-00-4	222 OJEDA ST	PARRA JOAQUIN & MA JESUS P	\$113.12
6409	25	189-712-07-00-7	218 OJEDA ST	CHAVEZ MARTIN	\$113.12
6409	33	189-713-01-00-6	GREGG LN	LOPEZ ESEQUIEL	\$113.12
6409	32	189-713-02-00-9	233 OJEDA ST	FERNANDEZ BERTOLDO	\$113.12
6409	31	189-713-03-00-2	229 OJEDA ST	REYES ENRIQUE & MARIA E	\$113.12
6409	30	189-713-04-00-5	225 OJEDA ST	AMER HOMES 4 RENT PROP ONE LLC	\$113.12
6409	29	189-713-05-00-8	221 OJEDA ST	PANTOJA RAUL & MARIA	\$113.12
6409	42	189-713-06-00-1	FLORES CT	RUBIO ALEHIDA FUENTES	\$113.12
6409	41	189-713-07-00-4	FLORES CT	ANDRADE ABEL H & GUILLERMINA J	\$113.12
6409	40	189-713-08-00-7	FLORES CT	GUEVARA QUINTERO JORGE	\$113.12
6409	39	189-713-09-00-0	222 MEDINA CT	ARELLANO AGUSTIN & ROSALBA	\$113.12
6409	38	189-713-10-00-2	226 MEDINA CT	HERNANDEZ RUBEN & MARIA LUZ	\$113.12
6409	37	189-713-11-00-5	230 MEDINA CT	MORALES RAMON & GRACIELA	\$113.12
6409	36	189-713-12-00-8	234 MEDINA CT	SANTOYO ANTONIO & MARGARITA	\$113.12
6409	35	189-713-13-00-1	GREGG LN	FREEDOM HOMES REAL EST IV	\$113.12
6409	34	189-713-14-00-4	GREGG LN	ZAVALA JOSE LUIS	\$113.12
6409	43	189-714-01-00-3	241 MEDINA CT	J ENTERPRISE INC	\$113.12
6409	44	189-714-02-00-6	237 MEDINA CT	ANDRADE MARIA GUADALUPE NUNEZ	\$113.12
6409	45	189-714-03-00-9	233 MEDINA CT	ARELLANO VICTOR MANUAL & ROSA ELENA	\$113.12
6409	46	189-714-04-00-2	229 MEDINA CT	REVFINN LTD	\$113.12
6409	47	189-714-05-00-5	227 MEDINA CT	PARRA LEONEL & MARIA ANGEL	\$113.12
6409	48	189-714-06-00-8	221 MEDINA CT	REVFINN LTD	\$113.12
6409	49	189-714-07-00-1	217 MEDINA CT	GUTIERREZ FELIPE & ELICIA	\$113.12
6409	50	189-714-08-00-4	213 MEDINA CT	ARELLANO FEDERICO	\$113.12

TRACT #	LOT #	TAX NUMBER	ADDRESS	OWNER	ASSESSMENT
6409	51	189-714-09-00-7	209 MEDINA CT	LOPEZ ANTONIO & MARGARITA	\$113.12
6409	52	189-714-10-00-9	205 MEDINA CT	SANTIAGO MAXIMINO & SANTIAGO TERESA LOPEZ DE	\$113.12
6409	53	189-714-11-00-2	121 MEDINA CT	CHAVEZ OMAR	\$113.12
6409	54	189-714-12-00-5	117 MEDINA CT	DURAN JUAN LUIS	\$113.12
6409	55	189-714-13-00-8	113 MEDINA CT	PARRA JAVIER P & CELIA M	\$113.12
6409	56	189-714-14-00-1	109 MEDINA CT	PARRA JOSE G & FUENTES ALEHIDA	\$113.12
6409	57	189-714-15-00-4	MEDINA CT	ARAUJO JOSE J REGIA	\$113.12
6409	58	189-714-16-00-7	101 MEDINA CT	BARRAGAN ROCIO	\$113.12
6409	59	189-714-17-00-0	MEDINA CT	PENA JONATHAN A REGLA	\$113.12
6409	60	189-714-18-00-3	104 MEDINA CT	DURAN FLOR M	\$113.12
6409	61	189-714-19-00-6	108 MEDINA CT	RAMOS RODRIGO	\$113.12
6409	62	189-714-20-00-8	MEDINA CT	DIAZ CLAUDIA VILLALOBOS	\$113.12
6409	63	189-714-21-00-1	116 MEDINA CT	MONSIVAIS CARLOS & MIRNA	\$113.12
6409	64	189-714-22-00-4	MEDINA CT	CABALOZA LAUDICO	\$113.12
6409	65	189-714-23-00-7	204 MEDINA CT	SERRATO HECTOR & ESTHER	\$113.12
6409	66	189-714-24-00-0	208 MEDINA CT	MARTINEZ ALBERTO & JULIA	\$113.12
6409	28	189-714-26-00-6	1920 FLORES CT	GARCIA ALEJANDRO	\$113.12
6409	27	189-714-27-00-9	FLORES CT	GALLARDO RAUL & GABRIELA	\$113.12
6409	26	189-714-28-00-2	FLORES CT	HEMPEL FAMILY TRUST	\$113.12

EXHIBIT C
TRACT # 5816-10A ASSESSMENT ROLL

TRACT #	LOT #	TAX NUMBER	ADDRESS	OWNER	ASSESSMENT
5816-10A	1	189-730-01-00-1	EL CAMINO REAL	LeOra LLC	\$113.12
5816-10A	2	189-730-02-00-4	EL CAMINO REAL	LeOra LLC	\$113.12
5816-10A	3	189-730-03-00-7	EL CAMINO REAL	LeOra LLC	\$113.12
5816-10A	4	189-730-04-00-0	EL CAMINO REAL	LeOra LLC	\$113.12
5816-10A	5	189-730-05-00-3	EL CAMINO REAL	LeOra LLC	\$113.12
5816-10A	6	189-730-06-00-6	EL CAMINO REAL	LeOra LLC	\$113.12
5816-10A	7	189-730-07-00-9	EL CAMINO REAL	LeOra LLC	\$113.12

EXHIBIT "D"
METHOD OF APPORTIONMENT

CITY OF ARVIN

LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO.2

(Pursuant to the Landscaping and Lighting Act of 1972)

The method of apportionment of assessment is as follows:

100% of the cost of estimated maintenance, repair, replacement, operation, engineering, administration and incidentals is divided on a proportional basis for R-1 lots within the benefits zones within the assessment district. Lots are assessed a proportional share at time of Final Map recordation.

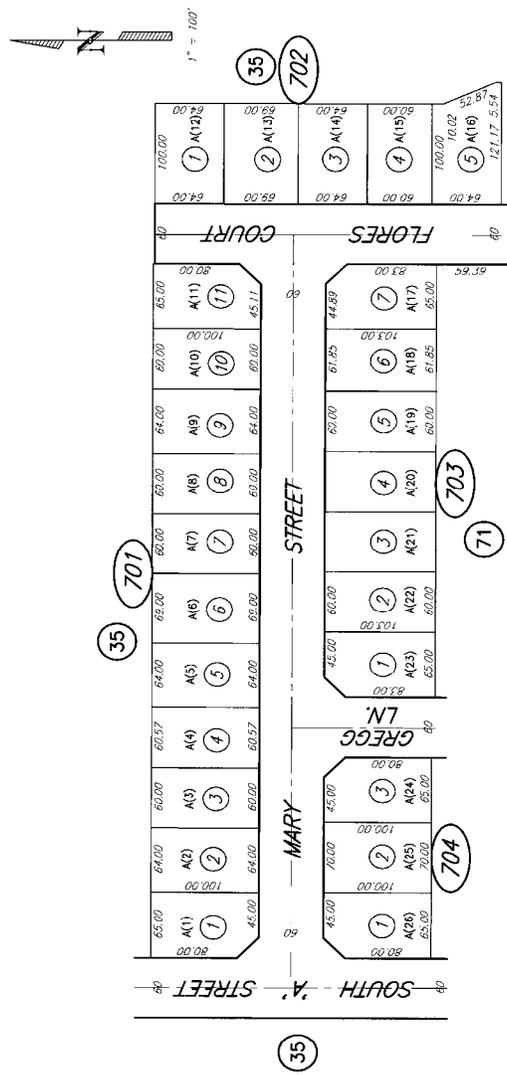
Duration of Assessments and Inflation Increases:

The duration of the assessments to be levied on all parcels of land within the Assessment District, as identified in the report, is perpetual. For each year following the first year of the assessment, the amounts of the assessments designated in the assessment roll may be increased annually, without further notice or ballot to property owners, by an amount equal to the annual Consumer Price Index (CPI) for Los Angeles / Anaheim / Riverside (or in the event such index is not published, any successor index which is used in similar industries) provided by the U.S. Department of Labor (Bureau of Labor Statistics); provided that the maximum increase shall not exceed the lesser of (i) the estimated increase in cost to the City, or (ii) four percent (4%). The annual Consumer Price Index (CPI) will be calculated from the calendar year (January 1 – December 31) just prior to the assessment period affected (July 1 – June 30). The benchmark CPI to be used in this calculation shall include all items of the index, including food and energy items.

189-70

TR 6408
NE 1/4 SEC. 35 T.31S. R.29E.

189-70



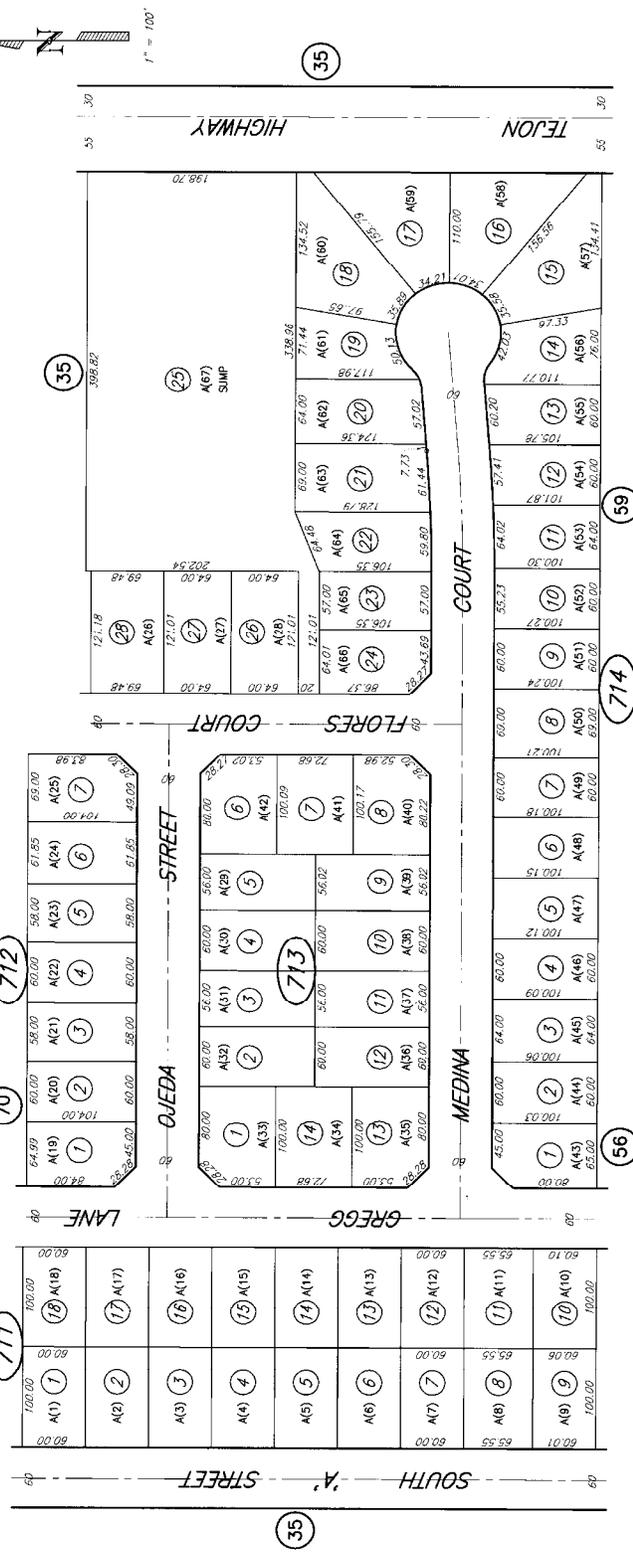
LEGEND	SUBD. KEY	DISCLAIMER
DRAWN December 1, 2008	REF. SUBD. A. TR 6408	This map is for assessment purposes only and should not be construed as portraying legal ownership or rights thereunder for purpose of zoning or subdivision law.
JURISDICTION CITY OF ARVIN & VICINITY	(LOT DESIGNATIONS IN PARENTHESES)	

ASSESSORS MAP NO. 189-70
COUNTY OF KERN

189-71

TR 6409
NE 1/4 SEC. 35 T.31S. R.29E.

189-71

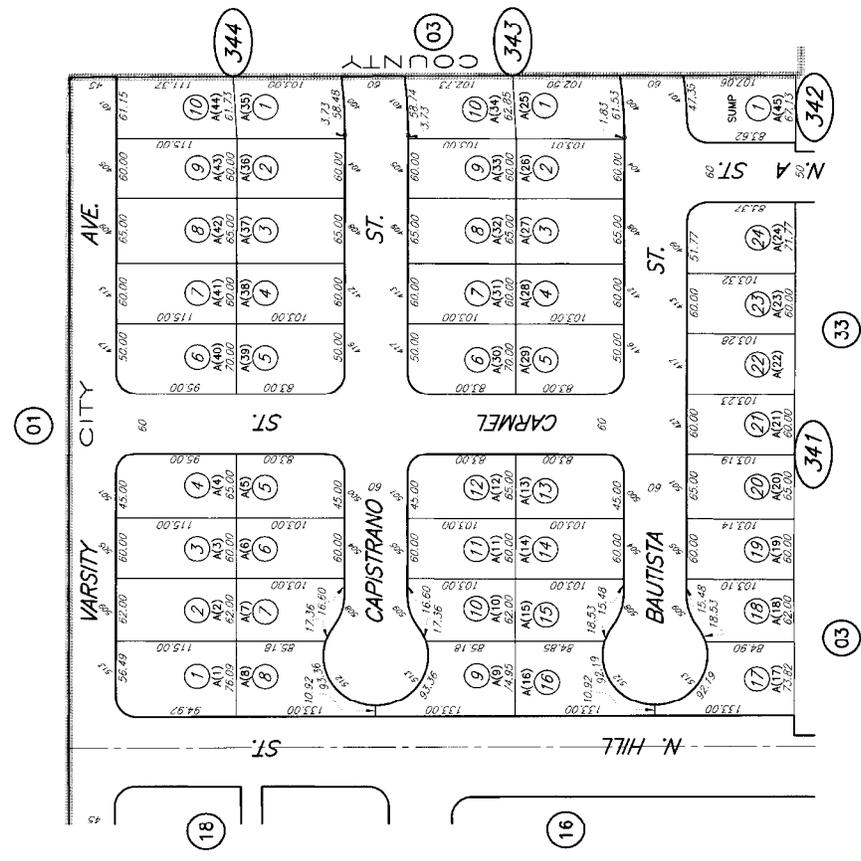
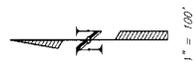


LEGEND	SUBD. KEY	DISCLAIMER
	REF: SUBD. A. TR 6409	
JURISDICTION		
CITY OF ARVIN & VICINITY		(LOT DESIGNATIONS IN PARENTHESIS)

ASSESSORS MAP NO. 189-71
COUNTY OF KERN

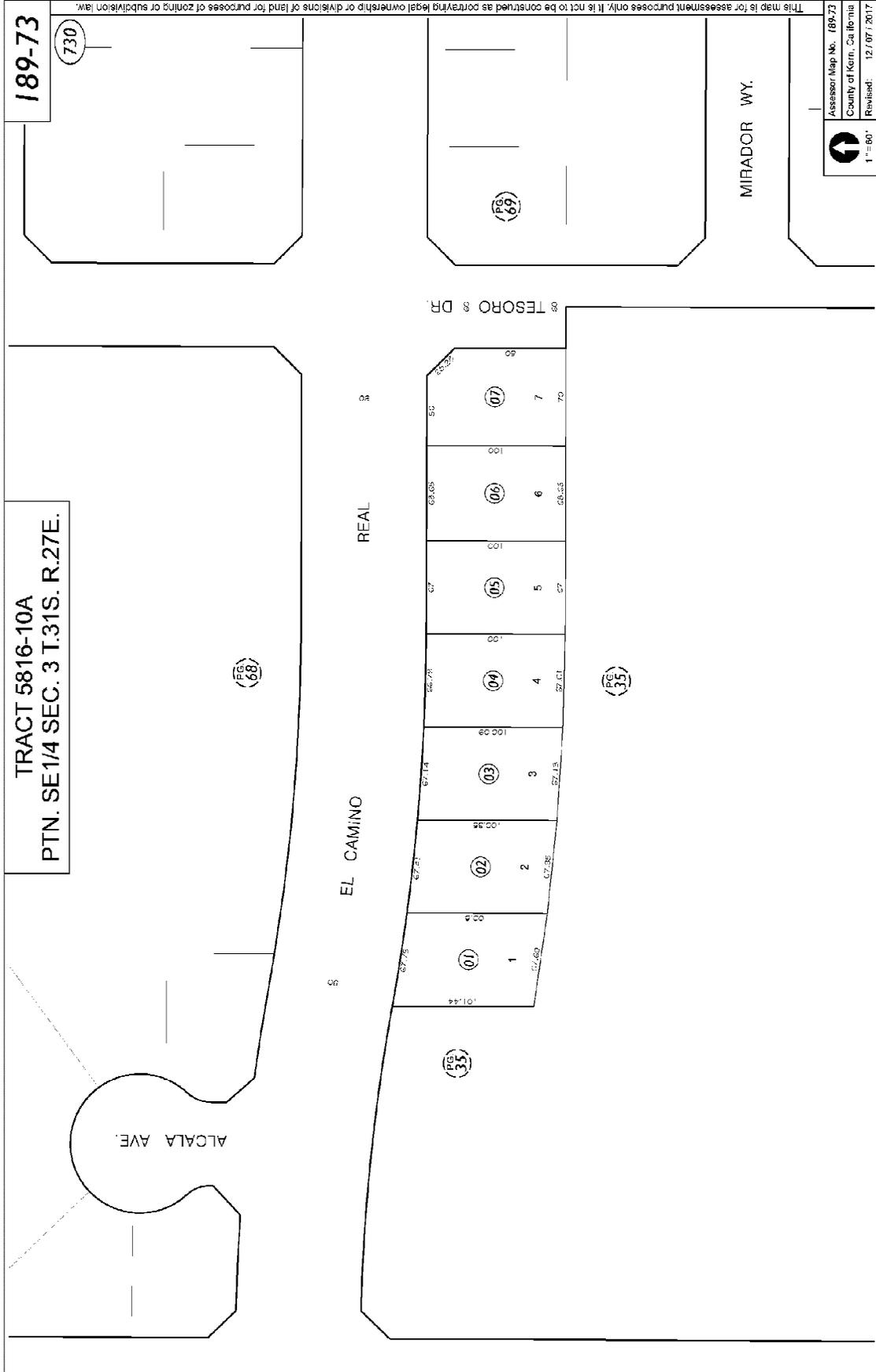
190-34 TRACT 6667
 PTN. SE1/4 SEC.23 T.31S. R.29E.

190-34



LEGEND
DRAWN December 3, 2007
JURISDICTION CITY OF ARVIN & VICINITY
SUBD. KEY REF. SUBD. A. TR 6667 (LOT DESIGNATIONS & PARENTHESES)
DISCLAIMER This map is for information purposes only. It is not to be used as a basis for any legal action or division of land for zoning or subdivision law.

ASSASSORS MAP NO. 190-34
 COUNTY OF KERN



This map is for assessment purposes only. It is not to be construed as portraying legal ownership or divisions of land for purposes of zoning or subdivision law.

Assessor Map No. 189-73
County of Kern, California
Revised: 12/07/2017
1"=80'

EXHIBIT "F"

STATEMENT OF FINDINGS WITH RESPECT TO PROPOSITION 218

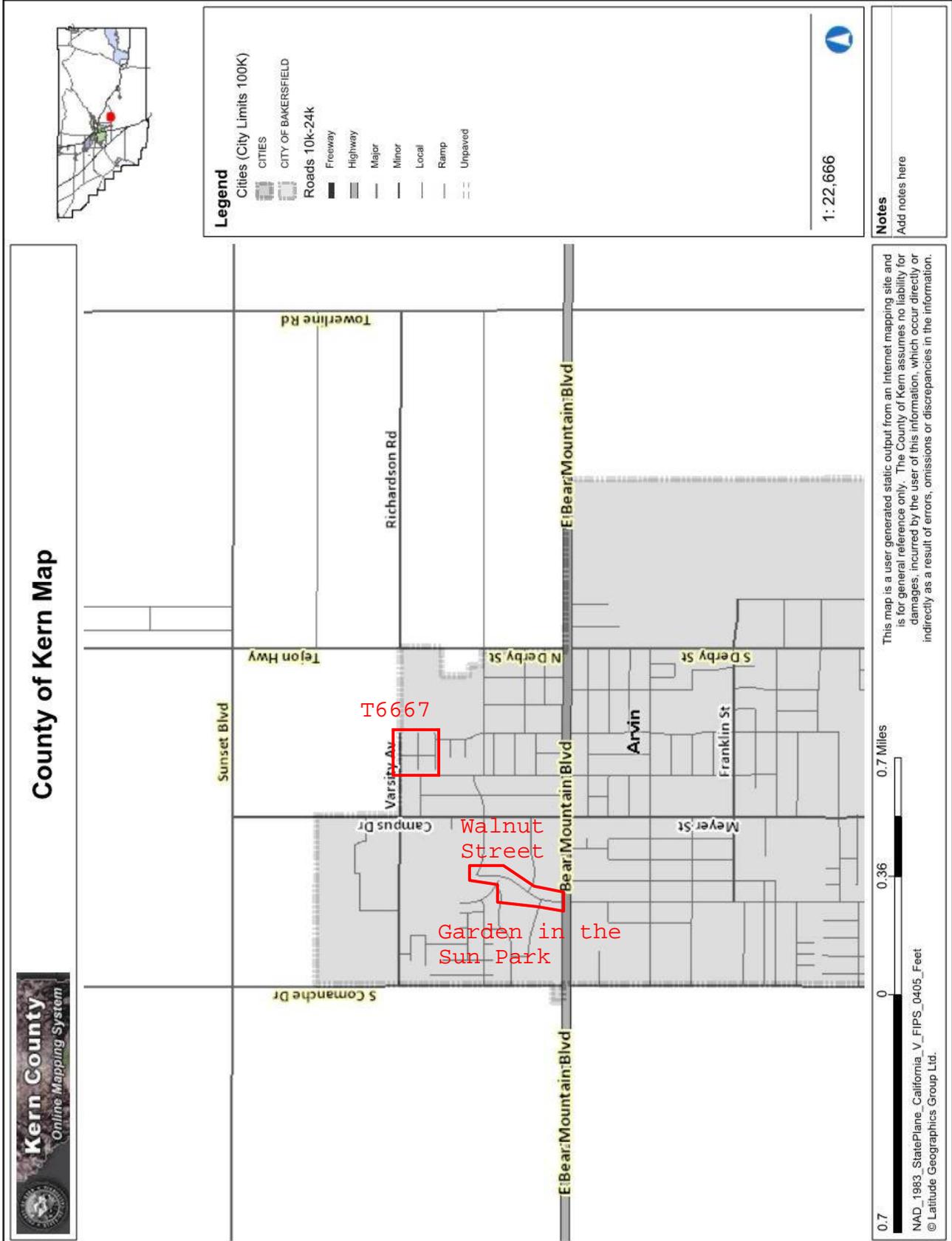
CITY OF ARVIN

LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT No. 2

(Pursuant to the Landscaping and Lighting Act of 1972)

- I. All properties comprising Landscape and Lighting Maintenance District No. 2 were entered into the District by the Developer's of those Tracts as per the "Conditions of Approval" for recordation of those Tracts, and per the Landscape and Lighting Act of 1972.
- II. The properties comprising Tract 6407, Tract 6408, Tract 6409, Tract 6667, Tract 6756, Tract 5816-10A, Tract 5816-10B, Tract 7321, Garden in the Sun Park, and Walnut Street North of CA-223 have all been found to benefit from landscaping and street lighting and therefore are to be assessed for their proportionate share of the costs incurred by those benefits.

LLMD #2 LOCATION MAP



County of Kern Map



Legend

Cities (City Limits 100K)

- CITIES
- CITY OF BAKERSFIELD

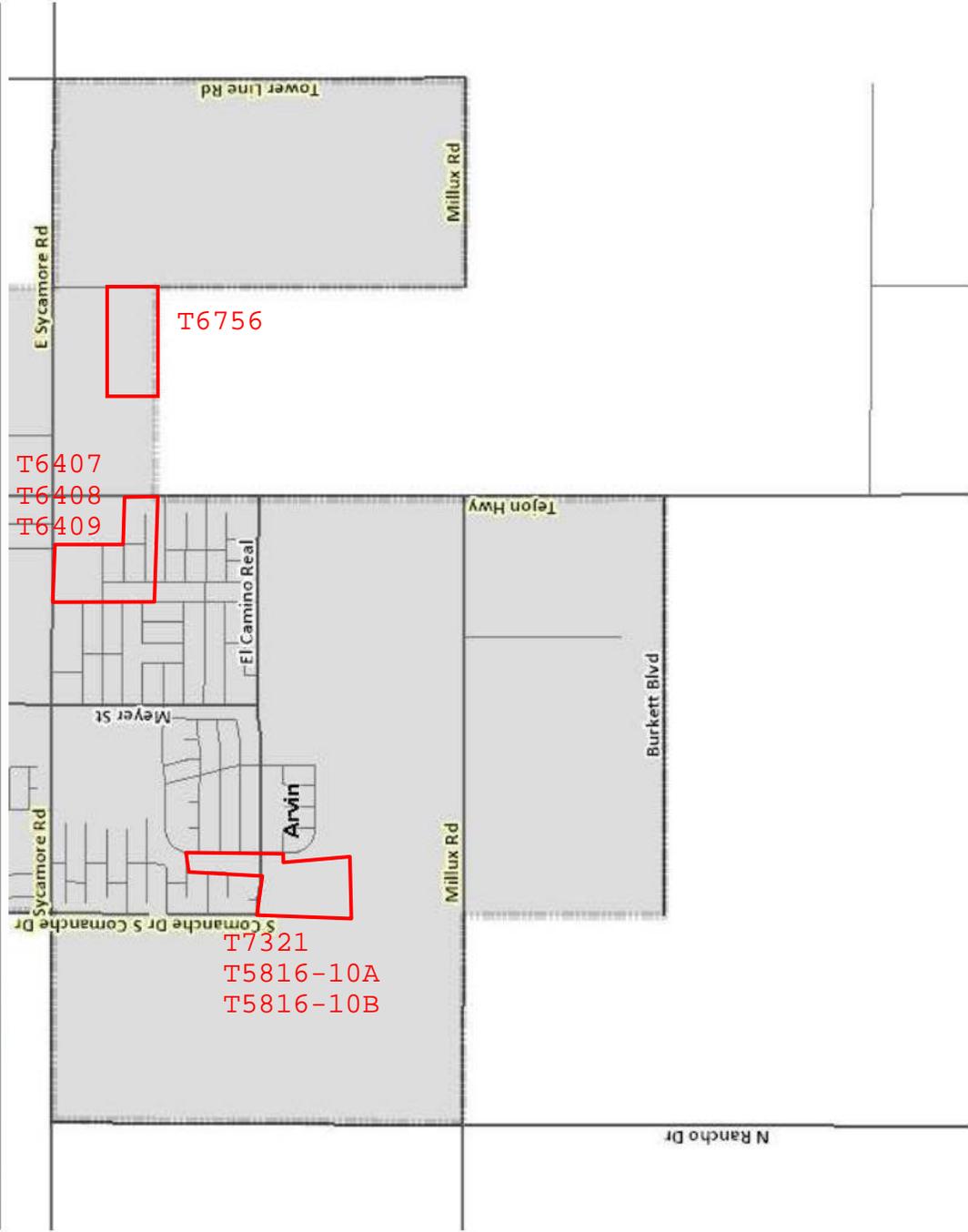
Roads 10k-24k

- Freeway
- Highway
- Major
- Minor
- Local
- Ramp
- Unpaved

1: 22,666

Notes

Add notes here



0.7 Miles



This map is a user generated static output from an Internet mapping site and is for general reference only. The County of Kern assumes no liability for damages, incurred by the user of this information, which occur directly or indirectly as a result of errors, omissions or discrepancies in the information.

NAD_1983_StatePlane_California_V_FIPS_0405_Feet
© Latitude Geographics Group Ltd.



CITY OF ARVIN Staff Report

Meeting Date: February 20, 2018

TO:	Arvin City Council
FROM:	Adam Ojeda, P.E.; City Engineer Alfonso Noyola, ICMA-CM, City Manager
SUBJECT:	Consideration and approval of a resolution of intent for annexation of developments to landscaping and lighting maintenance district no. 2.

BACKGROUND:

At its February 6th, 2018 meeting, the City Council adopted Resolution No. 2018-04 to initiate proceedings for the annexation of Tract 5816 phase 10A, tract 5816 phase 10B, tract 7321, Garden in the Sun Park, and the Walnut Street Extension Project north of CA-223 into Landscaping and Lighting Maintenance District No. 2, currently serving tracts 6407, 6408, 6409, 6759, and 6667 within the city. The resolution authorized the preparation of an Engineer's Report specific to the annexation that would outline the proposed assessments for the new lots as well as revised assessments for the existing lots. The Engineer's Report has since been completed and filed with the City Clerk. It recommends that the new and revised assessments take effect for Fiscal Year 2018-2019.

The next step in approving and processing this district annexation and reassessment for existing parcels would be to adopt a resolution of intent that approves the Engineer's Report and schedules a public hearing on the proposed assessments. State law requires that impacted property owners be granted no less than 45 days' notice of a public hearing on the question of forming a district or annexing properties into a district. In order to accommodate an expedited process for the tracts proposed to be annexed into the district, the developer has been asked to execute a waiver of this notice, and such a waiver has been obtained and is included in this report. The public lands proposed to be annexed into the district are owned by the city, and therefore exempt from the 45 day notification requirement.

Because this action also proposes to perform the annual reassessment for the district for the existing parcels already in the district, the law requires at least a 10 day written notice for a public hearing to be given so that all impacted property owners have an opportunity to voice their support or opposition to the reassessments. Should the City Council approve the provided resolution, the City Clerk shall then advertise the notice of public hearing as soon as possible in a local paper, and shall do so no fewer than 10 days before the hearing date.

The resolution of intent included with this staff report, proposes the Council's March 6th, 2018 meeting for the public hearing. At the close of the hearing, the Council will likely be asked to adopt a third and final resolution that orders the annexation as well as the new and revised assessments.

FINANCIAL IMPACT:

There is no fiscal impact with the recommended action. The changes to the affected landscape and lighting district can be incorporated into budget planning for future fiscal years.

RECOMMENDATION:

Adopt a resolution to approve the Engineer's Report recommending updated property tax assessments following an annexation of Tract 5816 phase 10A, Tract 5816 phase 10B, Tract 7321, Garden in the Sun Park, and the Walnut Street Extension north of CA-223 into Landscaping and Lighting Maintenance District No. 2 and schedule a public hearing on the matter of said annexation.

ATTACHMENTS:

- Resolution
- Notice of public hearing
- Waiver

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN DECLARING INTENTION TO ANNEX TRACT 5816 PHASE 10A, 5816 PHASE 10B, 7321, GARDEN IN THE SUN PARK, AND THE WALNUT STREET EXTENSION PROJECT NORTH OF CA-223 TO LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT No. 2 ANNEXATION No. 1 AND TO LEVY AND COLLECT ASSESSMENTS ON LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT No. 2 ANNEXATION No. 1 TOGETHER WITH LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT No. 2 COMMENCING FISCAL YEAR 2018-2019 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 FOR THE MAINTENANCE AND SERVICING OF LIGHTING AND LANDSCAPING AND SETTING THE TIME AND PLACE OF THE HEARING ON THE PROPOSED ANNEXATION AND THE PROPOSED LEVY AND COLLECTION OF ASSESSMENTS

WHEREAS, on February 6th, 2018, the City Council (the “City Council”) of the City of Arvin (the “City”) adopted Resolution No. 2018-04 initiating proceedings for the annexation of property within Tract 5816 phase 10A, 5816 phase 10B, 7321, Garden in the Sun Park, and the Walnut Street Extension north of CA-223 to LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT No. 2 pursuant to the Landscaping and Lighting Act of 1972, Part 2 (commencing with § 22500) of Division 15 of the Streets and Highways Code, for the operation and maintenance of street lighting, public landscaping, and all related appurtenances located within public right-of-way, dedicated easements, or dedicated public properties of aforementioned properties in the City of Arvin; and

WHEREAS, by said Resolution the City Council ordered the City Engineer of the City of Arvin to prepare and file a report with the City Clerk in accordance with Article 4 (commencing with § 22565) of Chapter 1 of Part 2 of Division 15 of the Streets and Highways Code; and

WHEREAS, State law requires that impacted property owners be granted no less than 45 days notice of a public hearing on the question of forming a district or annexing properties into a district; and

WHEREAS, In order to accommodate an expedited process for the tracts proposed to be annexed into the district, the developer has been asked to execute a waiver of this notice, and such a waiver has been obtained; and

Resolution Declaring Intention To Annex Tract 5816 Phase 10a, 5816 Phase 10b, 7321, Garden In The Sun Park, And The Walnut Street Extension Project North Of CA-223 To LLMD No. 2 Annexation No. 1 And To Levy And Collect Assessments On LLMD No. 2 Annexation No. 1 Together With LLMD No. 2 Commencing FY 2018-2019 Pursuant To The Landscaping And Lighting Act Of 1972 For The Maintenance And Servicing Of Lighting And Landscaping And Setting The Time And Place Of The Hearing On The Proposed Annexation And The Proposed Levy And Collection Of Assessments

WHEREAS, The public lands proposed to be annexed into the district are owned by the city, and therefore exempt from the 45 day notification requirement; and

WHEREAS, It is required to publish a written notification regarding the proposed reassessments, in a local newspaper, for a public hearing at least 10 days before the public hearing for those affected property owners previously within the district boundaries.

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

1. The City Council hereby declares that it intends to annex the property described in Exhibit "A" attached hereto to LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT No. 2 and that such annexation will have the distinctive designation of "LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT No. 2, ANNEXATION No. 1." The City Council further declares its intention to levy and collect assessments for LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT No. 2 and LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT No. 2, ANNEXATION No. 1 for fiscal year 2018-2019 pursuant to Chapter 3 of Part 2 of Division 15 of the Streets and Highways Code in the amount set forth in the Engineer's Report described in Section 4.
2. The purpose of LANDSCAPING AND LIGHTING DISTRICT No. 2, ANNEXATION No. 1 is for the operation and maintenance of street lighting, public landscaping, and all related appurtenances located within public right-of-way, dedicated easements, or dedicated public properties of the tracts and public lands in the City of Arvin.
3. The Improvements which are provided for the property within LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT No. 2 and which shall be provided for the property within LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT No. 2, ANNEXATION No. 1 by and through the assessments levied annually thereon shall include the following:
 - (a) the installation or construction of public lighting, facilities, including, but not limited to, street lights;
 - (b) the installation or planting of landscaping, including, but not limited to, street trees, parkways, and median islands;

Resolution Declaring Intention To Annex Tract 5816 Phase 10a, 5816 Phase 10b, 7321, Garden In The Sun Park, And The Walnut Street Extension Project North Of CA-223 To LLMD No. 2 Annexation No. 1 And To Levy And Collect Assessments On LLMD No. 2 Annexation No. 1 Together With LLMD No. 2 Commencing FY 2018-2019 Pursuant To The Landscaping And Lighting Act Of 1972 For The Maintenance And Servicing Of Lighting And Landscaping And Setting The Time And Place Of The Hearing On The Proposed Annexation And The Proposed Levy And Collection Of Assessments

- (c) the installation or construction of park or recreational facilities;
 - (d) the installation or construction of any facilities which are appurtenant to any improvements listed in (a) through (c) or which are necessary or convenient for the maintenance or servicing thereof including, but not limited to, irrigation, drainage, fences and walls, and electrical facilities; and
 - (e) the maintenance and servicing of any of the foregoing.
4. Report. The report of the Engineer, on file with the City Clerk and considered by the City Council at the meeting at which this Resolution has been adopted, contains all matters required by Article 4 of Chapter 1 of Division 15 of the Streets and Highways Code, and is hereby approved. All interested persons are referred to that report for a full and detailed description of the improvements, the boundaries of the proposed assessment district, and the proposed assessments upon assessable lots and parcels of land within Landscaping and Lighting District No. 2.
 5. Time and Place of Hearing. On Tuesday, March 6th, 2018, at the hour of 6:00 o'clock p.m., during the course of its regularly scheduled meeting, the City Council will conduct a public hearing on the question of the proposed annexation of Tract 5816 phase 10A, 5816 phase 10B, 7321, Garden in the Sun Park, and the Walnut Street Extension north of CA-223 to LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT No. 2, and the future levy and collection of assessments on LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT No. 2, ANNEXATION No. 1 together with LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT No. 2 commencing Fiscal Year 2018-2019. The hearing will be held at the City Council Chamber, 200 Campus Drive, Arvin, California.
 6. Notice. In accordance with Government Code Section 53753, the City Clerk shall give notice of the time and place of said hearing by advertising the attached notice in a local news paper no less than 10 days before the date of the public hearing.

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the Arvin City Council at a regular meeting held on the 20th day of February, 2018, by the following vote:

AYES: _____

NOES: _____

Resolution Declaring Intention To Annex Tract 5816 Phase 10a, 5816 Phase 10b, 7321, Garden In The Sun Park, And The Walnut Street Extension Project North Of CA-223 To LLMD No. 2 Annexation No. 1 And To Levy And Collect Assessments On LLMD No. 2 Annexation No. 1 Together With LLMD No. 2 Commencing FY 2018-2019 Pursuant To The Landscaping And Lighting Act Of 1972 For The Maintenance And Servicing Of Lighting And Landscaping And Setting The Time And Place Of The Hearing On The Proposed Annexation And The Proposed Levy And Collection Of Assessments

ABSENT: _____

ABSTAIN: _____

ATTEST:

CECILIA VELA, City Clerk

ARVIN CITY COUNCIL

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.

Resolution Declaring Intention To Annex Tract 5816 Phase 10a, 5816 Phase 10b, 7321, Garden In The Sun Park,
And The Walnut Street Extension Project North Of CA-223 To LLMD No. 2 Annexation No. 1 And To Levy And
Collect Assessments On LLMD No. 2 Annexation No. 1 Together With LLMD No. 2 Commencing FY 2018-2019
Pursuant To The Landscaping And Lighting Act Of 1972 For The Maintenance And Servicing Of Lighting And
Landscaping And Setting The Time And Place Of The Hearing On The Proposed Annexation And The Proposed
Levy And Collection Of Assessments

LeOra, LLC

6501 Fruitvale Avenue, Bakersfield, CA 93308

Michael F. Hair mh@yourvalleybuilder.com



November 2, 2017

Mr. Alfonso Noyola
City of Delano, City Manager
200 Campus Drive
Arvin, CA 93203

Re: Tracts 7321 & 5816-10A&B Annexation into Landscape & Lighting District

Mr. Noyola,

LeOra LLC hereby requests annexation into the existing Landscape & Lighting District (Arvin Maintenance District No. 1) for Tract 7321, Tract 5816-10A and Tract 5816-10B (remainder of Parcel 3 of Parcel Map 11401).

If you need any maps, legal descriptions, application or title reports, please let me know.
Thank you for your assistance in this matter.

Sincerely,

Michael F. Hair
managing member, LeOra LLC



EXHIBIT A

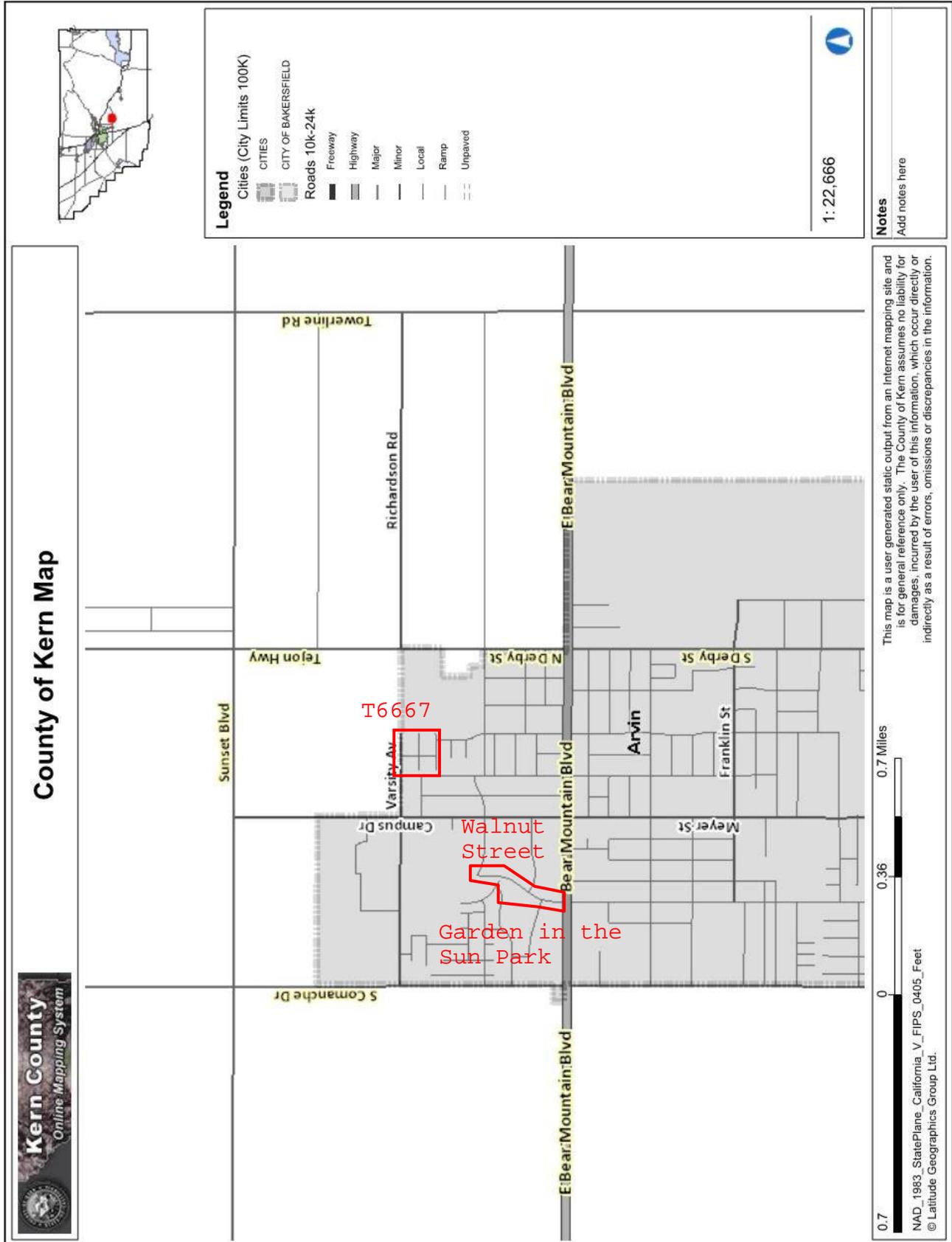
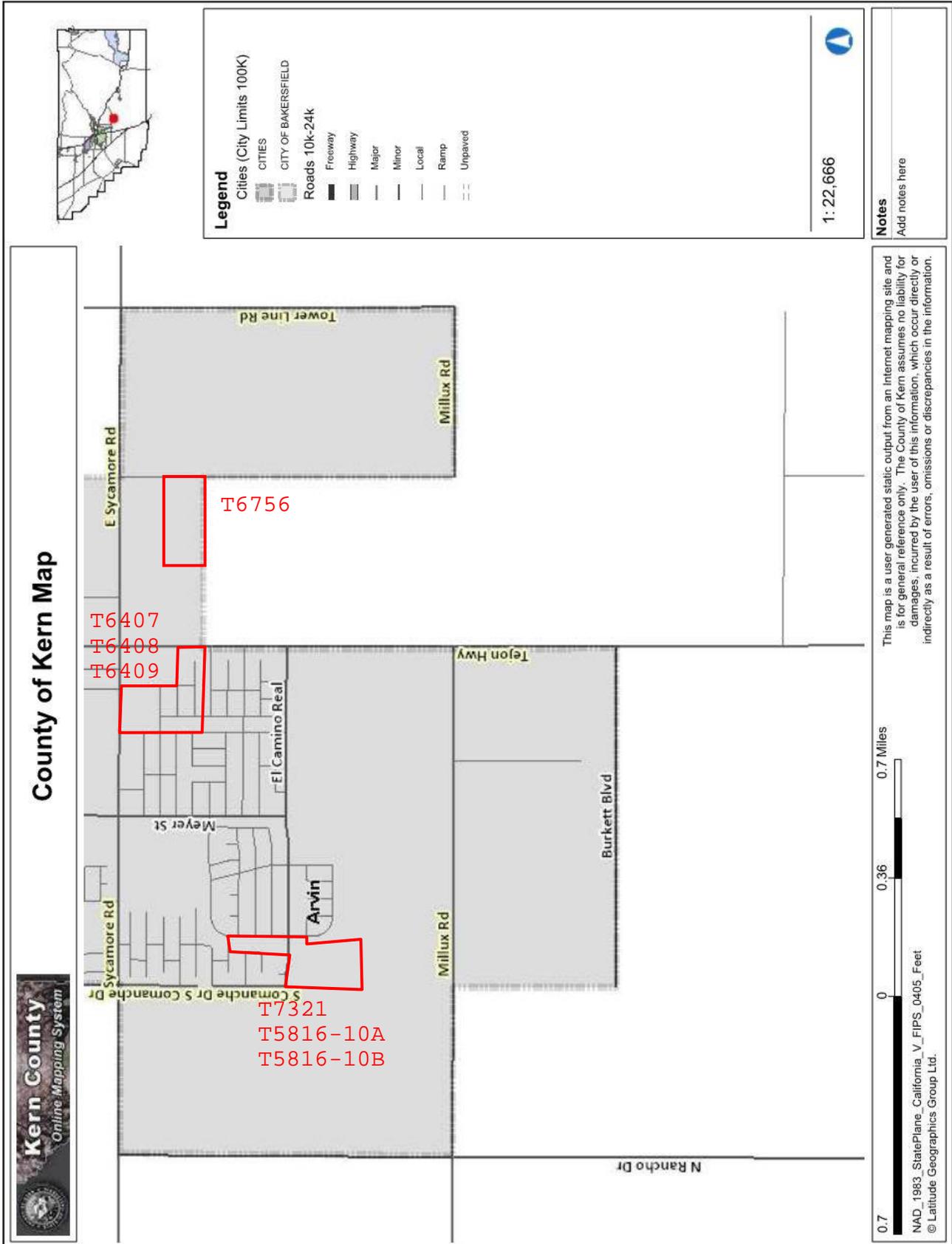


EXHIBIT A



NOTICE OF PUBLIC HEARING CITY OF ARVIN

NOTICE IS HEREBY GIVEN THAT THE ARVIN CITY COUNCIL will hold a public hearing in the Council Chambers at 200 Campus Drive, Arvin, CA, on Tuesday, **March 6th, 2018** at 6:00 pm for the consideration and possible adoption of:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN DECLARING INTENTION TO ANNEX TRACT 5816 PHASE 10A, 5816 PHASE 10B, 7321, GARDEN IN THE SUN PARK, AND THE WALNUT STREET EXTENSION PROJECT NORTH OF CA-223 TO LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT No. 2 ANNEXATION No. 1 AND TO LEVY AND COLLECT ASSESSMENTS ON LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT No. 2 ANNEXATION No. 1 TOGETHER WITH LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT No. 2 COMMENCING FISCAL YEAR 2018-2019 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 FOR THE MAINTENANCE AND SERVICING OF LIGHTING AND LANDSCAPING AND SETTING THE TIME AND PLACE OF THE HEARING ON THE PROPOSED ANNEXATION AND THE PROPOSED LEVY AND COLLECTION OF ASSESSMENTS

ALL INTERESTED PARTIES are invited to attend said HEARING and express opinions or submit evidence for or against the subject outlined above. The flat rate assessment for Landscape and Lighting Maintenance District No. 2 in the City of Arvin for Fiscal Year 2018-19 will be continued for the parcels currently in the Districts. The purpose of these Districts is for the maintenance, servicing and operation of the landscape, lighting and storm drain basin improvements within the District.

The engineer's report was accepted by the City during the February 20th, 2018 council meeting, and publication of this notice complies with Sections 22552 and 22553 of the California Streets and Highways Code.

FURTHER INFORMATION on the public hearing subject may be obtained or viewed at City Hall or by telephone (661) 854-3134.

NOTICIA DE AUDIENCIA PÚBLICA CIUDAD DE ARVIN

POR ESTE CONDUCTO SE NOTIFICA QUE EL CONCEJO MUNICIPAL DE ARVIN conducirá una audiencia pública en la Cámara del Concejo Municipal localizada en el número 200 Campus Drive, Arvin, Ca, el **Martes, 6 de Marzo, 2018** a las 6:00 de la tarde para la consideración y posible adopción de lo siguiente:

UNA RESOLUCIÓN DEL AYUNTAMIENTO DE LA CIUDAD DE ARVIN DECLARANDO INTENCIÓN AL ANEXO TRACT 5816 FASE 10A, TRACT 5816 FASE 10B, TRACT 7321, JARDÍN EN EL PARQUE SOL, Y EL PROYECTO DE EXTENSIÓN DE LA CALLE WALNUT NORTE DE CA-223 AL DISTRITO DE MANTENIMIENTO DE PAISAJES E ILUMINACIÓN No. 1 ANEXIÓN No. 1 Y PARA EVALUAR Y COBRAR EVALUACIONES EN EL DISTRITO DE MANTENIMIENTO DEL PAISAJE E ILUMINACIÓN No. 2 ANEXIÓN No. 1 JUNTO AL DISTRITO DE EVALUACIÓN DE PAISAJES E ILUMINACIÓN No. 2 COMIENZO DEL AÑO FISCAL 2018-19 DE ACUERDO CON LA LEY DE PAISAJISMO Y ALUMBRADO DE 1972 PARA EL MANTENIMIENTO Y EL MANTENIMIENTO DE LA ILUMINACIÓN Y EL PAISAJE Y PARA ESTABLECER LA HORA Y EL LUGAR DE LA AUDIENCIA SOBRE LA ANEXO PROPUESTA Y LA LEY PROPUESTA Y RECOLECCIÓN DE EVALUACIONES

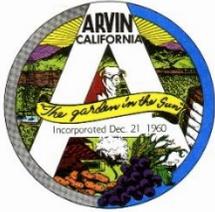
A TODAS LAS PERSONAS INTERESADAS se les invita para que estén presentes en esta AUDIENCIA y expresen opiniones o muestren evidencias en favor o en contra de lo antes mencionado. La tasa fija evaluada para el Distrito no. 2 para el mantenimiento de áreas verdes y alumbrado publico en la Ciudad de Arvin para el Año Fiscal 2018-19 continuara para las lotes actualmente en ambos Distritos.

El reporte del ingeniero fue aceptado por la ciudad durante la reunión del Consejo el 20 de Febrero de 2018, y publicación de este aviso cumple con las secciones 22552 y 22553 de las calles de California y Código de Carreteras.

El propósito de estos Distritos es para el mantenimiento, servicio y operación de áreas verdes, alumbrado y mejoras a las alcantarillas colectoras de aguas residuales localizadas dentro de los Distritos.

MAS INFORMACIÓN acerca del asunto a tratar en esta audiencia pública se puede obtener o examinar en el Ayuntamiento de la Ciudad de Arvin o llamando al teléfono (661) 854-3134.

Published: Bakersfield Californian, February 21, 2018



**CITY OF ARVIN
CITY COUNCIL
City Manager Agenda Report
Meeting Date: February 20, 2018**

STAFF RECOMMENDATION:

Staff recommends the City Council adopt the attached resolution and authorize the City Manager to enter into and establish the City of Arvin/Kern Council of Governments Geographical Information Services (GIS) Services Agreement.
(GIS) Services Agreement.

BACKGROUND

The City Manager wishes to establish a Geographical Information Services (GIS) Services Agreement with Kern Council of Government. The purpose of the GIS Service Agreement is to update and maintain the City of Arvin's general plan policy map, zoning map, addressing map, and other mapping services that may be needed. The proposed Service Agreement establishes a rate of \$82.00 per hour, as may be adjusted per the Services Agreement, plus expenses for services rendered. The cost of this service will be off-set by fees charged to applicants who process parcel maps, tentative tract maps, lot line adjustment or mergers, rezoning, general plan amendment, and other entitlements that will require the updating of the City of Arvin maps.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN
ESTABLISHING CITY OF ARVIN/KERN COUNCIL OF
GOVERNMENTS GEOGRAPHICAL INFORMATION SERVICES (GIS)
SERVICES AGREEMENT**

WHEREAS, a geographic information system (GIS) is a system designed to capture, store, manipulate, analyze, manage, and present spatial or geographic data; and

WHEREAS, GIS allows users to create interactive queries (user-created searches), analyze spatial information, edit data in maps, and present the results of all these operations.; and

WHEREAS, the ability to accurately prepare maps, etc., promotes development and reduces waste; and

WHEREAS, the Kern Council of Governments offers GIS services; and

WHEREAS, it is in the best interest of the City of Arvin to establish a GIS Services Agreement with Kern Council of Governments which will provide continuous GIS services; and

WHEREAS, the City Council desires to enter into a Professional Services Agreement, City of Arvin/Kern Council of Governments GIS Services Agreement, attached hereto as Exhibit "A."

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

1. The City Council approves the "Professional Services Agreement; City Of Arvin/Kern Council Of Governments GIS Services Agreement," attached as Exhibit "A," as to its material terms, and authorizes the City Manager or designee to modify non-material terms of the Agreement and execute the same on behalf of the City of Arvin, subject to approval as to legal form by the City Attorney.

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I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the Arvin City Council at a regular meeting held on the 20th day of February 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.

EXHIBIT "A"

PROFESSIONAL SERVICES AGREEMENT

CITY OF ARVIN/KERN COUNCIL OF GOVERNMENTS GIS SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2018, by and between the CITY OF ARVIN ("**CITY**"), with its principal location at 200 Campus Drive, Arvin, CA 93203 and the KERN COUNCIL OF GOVERNMENTS, ("**Kern COG**") whose principal place of business is at 1401 19th Street, Suite 300, Bakersfield, CA 93301.

RECITALS:

(A) Kern COG has developed the Kern Geographic Information Network to coordinate development of Geographic Information in the region and to eliminate duplication of effort among government agencies in the region; and

(B) CITY and Kern COG have a history of collaboration in the past on the creation of digital aerial imagery countywide and wish to further this relationship; and

(C) CITY and Kern COG have common data requirements for transportation planning issues for Kern County; and

(D) Kern COG is developing digital data with the County of Kern that will be made available to the CITY through this Agreement; and

(E) CITY desires to engage Kern COG to provide said services and Kern COG, by reason of its qualifications, experience, and facilities for doing the type of work herein contemplated, has offered to provide the required services on the terms set forth herein.

AGREEMENT:

1. **Services to be Rendered.** A description of the services available to be provided is contained in Exhibit "A", Scope of Work, attached hereto and incorporated herein by this reference. Services and supplies contained in Exhibit "A" are to be used as an example of available services and not as a comprehensive list.

2. **Compensation.**

a. **Compensation to Kern COG.** CITY shall compensate Kern COG, and Kern COG shall complete requested services pursuant to Exhibit "A", at the rate of eighty two dollars (\$82.00), as may be adjusted per subsection b, per hour plus itemized supplies and services, in an aggregate amount not to exceed ten thousand dollars (\$10,000.00) for services rendered through each fiscal year. Except as otherwise indicated in Exhibit "A", this hourly rate shall include all of Kern COG's necessary and reasonable costs

incurred on behalf of CITY.

- b. **Open Ended Clause.** Beginning in Fiscal Year 2017-2018, Kern COG shall provide services upon request of the CITY in support of the deliverables of this contract and continuing thereafter until this Agreement is terminated. The CITY shall compensate Kern COG on an hourly basis at the rate then in effect as adopted by the Kern COG Board in the Kern COG Policy and Procedure Manual Appendix B, Schedule of Fees, Charges and Memberships, under the category of Planning and Information Management Fees, which is currently \$82.00 per hour. Services provided by Kern COG may include, but are not limited to, updates of various data layers including base map, cultural data and on-going technical support and training. The aggregate amount of services rendered shall not to exceed ten thousand dollars (\$10,000) per fiscal year, unless approved by the CITY's Council. This amount shall include all of Kern COG's necessary and reasonable costs incurred on behalf of the CITY. The CITY shall only be billed for services requested by the CITY during that fiscal year.

3. **Billing Requirements.** Kern COG shall submit, no more frequently than quarterly, an itemized written invoice to the CITY identifying the services (including an itemization of all travel expenses incurred) for which payment is being requested. Payment will be made to Kern COG within thirty days of receipt and approval of each invoice.

4. **Term.** This Agreement shall remain in effect until terminated by either party as provided in Section 9 below.

5. **Representations.** Kern COG makes the following representations which are agreed to be material to and form a part of the inducement for this Agreement:

- a. Kern COG has the expertise, support staff and facilities necessary to provide the services described in this Agreement; and
- b. Kern COG does not have any actual or potential interests adverse to CITY nor does Kern COG represent a person or firm with an interest adverse to CITY with reference to the subject of this Agreement; and
- c. Kern COG shall diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this Agreement.

6. **Assignment.** Kern COG shall not assign, sublet or transfer this Agreement, or any part hereof. Kern COG shall not assign any monies due or which become due to Kern COG under this Agreement without the prior express and written approval by the CITY.

7. **Negation of Partnership.** In the performance of all services under this Agreement, Kern COG shall be, and acknowledges that Kern COG is, in fact and law, an independent contractor and not an agent or employee of CITY. Kern COG has and retains the right to exercise full supervision and control of the manner and methods of providing

services to CITY under this Agreement. Kern COG retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting Kern COG in the provision of services under this Agreement. With respect to Kern COG's employees, Kern COG shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes, whether federal, state or local, and compliance with any and all other laws regulating employment.

8. **Disclaimer of Liability and Warranties.** CITY understands and agrees that it is possible that errors and omissions will occur in data input or programming done by Kern COG to provide the data in the form desired. CITY further understands and agrees that it is possible that errors and omissions will occur in record keeping processes and that data (including data provided by CITY to Kern COG for inclusion in the deliverables under this Agreement) may not be entirely accurate or complete. CITY agrees to take the mapping data provided by Kern COG under this Agreement "as is", understanding that there may be errors and omissions associated with the data. CITY further understands and agrees that Kern COG makes no warranty whatsoever, whether expressed or implied, as to the accuracy, merchantability, suitability or fitness for a particular purpose of the data or any programming used to obtain the mapping data. CITY agrees to waive any and all rights, claims, causes of action or other recourse that it might otherwise have against Kern COG for any injuries or damages of any type resulting from any error or omission in the mapping data. Damages incurred by CITY due to negligence by Kern COG in programming used to obtain or deliver the data shall be limited to the amount paid by CITY for said data. It is further understood and agreed that Kern COG will have access to and use of the mapping data produced pursuant to this Agreement for its own use and Kern COG agrees, to the extent that Kern COG relies on any data provided by CITY in delivering the final product pursuant to this Agreement, that such data is taken "as is", understanding that there may be errors and omissions associated with the data. Kern COG further agrees to waive any and all rights, claims, causes of action or other recourse that it might otherwise have against CITY for any damages or injuries or any type resulting from any error or omission in the data provided to Kern COG by CITY pursuant to this Agreement.

9. **Termination.** Both CITY and Kern COG may terminate this Agreement on ninety (90) days written notice to the other party. The ninety (90) day notice period will be deemed to begin immediately after personal delivery, or five (5) days after mailing by regular U.S. Mail, postage prepaid. In addition, either party may immediately terminate this Agreement should the other party fail to substantially perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating the termination. In the event this Agreement is terminated by either Kern COG or the CITY, Kern COG shall submit to the CITY all files, memoranda, documents, correspondence and other items generated in the course of performing this Agreement, within fifteen (15) days after the effective date of any written Notice of Termination. Should either party terminate this Agreement as provided herein, CITY shall pay Kern COG for all satisfactory services rendered by Kern COG prior to the effective date of termination in an amount not to exceed the maximum dollar amounts indicated in Section 2 herein.

10. **Ownership of Documents.** All reports, documents and other items generated or gathered in the course of providing services to CITY under this Agreement are and shall remain the property of the CITY, and shall be returned to CITY upon full completion of all services by Kern COG or termination of this Agreement, whichever first occurs. Kern COG may retain copies of all reports, documents and other items generated or gathered in the course of providing services to CITY under this Agreement and may use and distribute said documents in any manner it may wish.

11. **Notices.** All notices required or provided for in this Agreement shall be provided to the parties at the following addresses, by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) days after deposit. A party may change the address to which notice is to be given by giving notice as provided above.

To CITY: City of Arvin
 Attn: City Manager
 200 Campus Drive
 Arvin, California 93203

To Kern COG: Kern Council of Governments
 1401 19th Street, Suite 300
 Bakersfield, CA 93301

Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by leaving such notice with the receptionist or other person of like capacity employed in Kern COG's office, or the office of the CITY.

12. **Sole Agreement.** This document contains the entire agreement of the parties relating to the services, rights, obligations and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.

13. **Authority to Bind CITY.** It is understood that Kern COG, in Kern COG's performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has no authority to bind CITY to any agreements or undertakings.

14. **Modifications of Agreement.** This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

15. **Nonwaiver.** No covenant or condition of this Agreement can be waived except by the written consent of CITY and Kern COG. Forbearance or indulgence by either party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party. CITY and Kern COG shall be entitled to invoke any remedy

available to them under this Agreement or by law or in equity despite said forbearance or indulgence.

16. **Choice of Law/Venue**. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in Kern County. Accordingly, the parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.

17. **Confidentiality**. Kern COG shall not, without the written consent of CITY, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other legal requirement. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

18. **Enforcement of Remedies**. No right or remedy herein conferred on or reserved to CITY or Kern COG is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

19. **Severability**. Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.

20. **Compliance with Law**. Kern COG and CITY shall observe and comply with all applicable local, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

21. **Captions and Interpretation**. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties.

22. **Time of Essence**. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.

23. **Nondiscrimination**. Neither Kern COG, nor any officer, agent, employee, servant or subcontractor of Kern COG shall discriminate in the treatment or employment of

any individual or groups of individuals on the grounds of race, color, religion, national origin, age, or sex, either directly, indirectly or through contractual or other arrangements.

24. **Audit, Inspection and Retention of Records.** Kern COG agrees to maintain and make available to CITY accurate books and records relative to all its activities under this Agreement. Kern COG shall permit CITY to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, records of personnel, or other data related to all other matters covered by this Agreement. Kern COG shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon CITY herein.

Kern COG shall maintain a financial management system which complies with the applicable regulations found at 24 CFR Part 85.20, "Standards for Financial Management Systems," and which is in conformance with OMB Circular A-87, "Cost Principles for State and Local Governments".

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25. **Signature Authority.** Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

IN WITNESS WHEREOF, each party to this Agreement has signed this Agreement upon the date indicated, and agrees, for itself, its employees, officers, partners and successors, to be fully bound by all terms and conditions of this Agreement.

CITY

Dated: _____

By _____
Alfonso Noyola, City Manager

Kern COG

Dated: _____

By _____
Ahron Hakimi, Chairperson
Federal Tax Id. No. 69-0933834

APPROVED AS TO FORM:
Counsel on behalf of CITY

Dated: _____

By _____
Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

APPROVED AS TO FORM:
Office of County Counsel on behalf of Kern COG

Dated: _____

By _____
Deputy

**EXHIBIT A – SCOPE OF WORK
CITY OF ARVIN/KERNCOG GIS SERVICES AGREEMENT**

1. KernCOG in its initial work program is to input the most current data creating a current base map for the city of Arvin. The base map to show street names, irrigation canals, and other physical features existing within the area.
2. Utilizing the updated base map, KernCOG is to create a Land Use Map overlay reflecting the current land use categories provided by the Community Development Department.
3. Utilizing the updated base map, KernCOG is to create a Zoning Map overlay reflecting the current zoning categories provided by the Community Development Department.
4. Utilizing the updated base map, KernCOG is to create an addressing map overlay reflecting the current addressing within the City as provided by the Community Development Department.
5. Kern COG shall provide other specialty maps as requested from time to time by the City of Arvin.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN ESTABLISHING CITY OF ARVIN/KERN COUNCIL OF GOVERNMENTS GEOGRAPHICAL INFORMATION SERVICES (GIS) SERVICES AGREEMENT.

WHEREAS, the City Council on **Month Date**, 2018 reviewed Exhibit A, Establishing City of Arvin/Kern Council of Governments GIS Services Agreement; and.

WHEREAS, the City Council believes that it is in the best interest of the City of Arvin to establish a GIS Services Agreement with Kern Council of Governments which will provide continuous GIS services; and

WHEREAS, the City Council authorizes the City Manager to sign the GIS Services Agreement on behalf of the City of Arvin and is authorized to modify the services agreement on behalf of the City of Arvin in order to achieve up to date and current maps for the City of Arvin; and

WHEREAS, the City Council acknowledges that the services for the GIS support is off-set by fees generated through various entitlement actions by the private sector and creates a full cost recovery for the services provided by Kern Council of Government.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Arvin hereby makes the following findings:

1. That the City Council believes that it is in the best interest of the City of Arvin to establish a GIS Services Agreement with Kern Council of Governments which will provide continuous GIS services to establish its rules, regulations, and limitations for Development Agreements.
2. That the City Council authorizes the City Manager to sign the GIS Services Agreement on behalf of the City of Arvin and is authorized to modify the services agreement on behalf of the City of Arvin in order to achieve up to date and current maps for the City of Arvin.
3. That the City Council acknowledges that the services for the GIS support is off-set by fees generated through various entitlement actions by the private sector and creates a full cost recovery for the services provided by Kern Council of Government.

I hereby certify that the foregoing is a full, true and correct copy of the resolution duly and regularly adopted and passed by the City Council of the City of Arvin,

California, at a regular meeting held on the 20th day of February 2018 by the following roll call 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 - General Fund Revenue Analysis
 Fiscal Year 2017-18 as of 01/31/18. % of year = 58
 Based on revised budget adopted 11/04/2017
 dollars in thousands (\$000)

Category	Budget	YTD	Budget %
Administrative Cost Recovery	236	138	58.5%
Franchise Fees	385	125	32.5%
Grants	409	144	35.2%
Planning Department Fees	500	191	38.2%
Police Department Fees	170	43	25.3%
*Property Tax Fees	416	127	30.5%
Rental of Facilities	51	30	58.8%
**Sales Tax - general	731	288	39.4%
**Sales Tax - Measure L	1,267	774	61.1%
***Vehicle License Fees/taxes	1,603	1,012	63.1%
One-Time Revenue	100	100	100.0%
Net revenue received	5,868	2,972	50.6%
Recovery of PY Sewer expense (a)	1,000	1,000	100.0%
Total General Fund Revenue YTD	6,868	3,972	57.8%

* - 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 01/31/18. % of year = 58
 Based on revised budget adopted 11/04/2017
 dollars in thousands (\$000)

Category	Budget	YTD	Budget %
Salaries and Benefits	4,225	2,394	56.7%
Kern County Contracts	617	374	60.6%
General City Expenses	380	182	47.9%
*Professional Service Contracts	352	323	91.8%
Maintenance	309	138	44.7%
Legal	221	252	114.0%
Information Technology	115	80	69.6%
Utilities	183	122	66.7%
Interest	79	-	0.0%
Grant expenses	265	-	0.0%
One-time expenses	100	10	10.0%
Total General Fund Expenses	6,846	3,875	56.6%

*Prof Serv Contracts: (\$323k 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	269
QK	20
DeWalt	34

Planning/Engineering total 323