



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

**TUESDAY APRIL 03, 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

Richard G. Breckinridge	Acting City Manager/Chief of Police
Shannon L. Chaffin	City Attorney – Aleshire & Wynder
Jeff Jones	Finance Director
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. PRESENTATION(S)

A. Grimmway Academy School Update

Cole Sampson, Principal – Grimmway Academy

B. National Boys & Girls Club Week

Maggie Cushine, Resource Development Director – Boys & Girls Club

4. CONSENT AGENDA ITEM(S)

A. Approval of Demand Register(s) of March 16, 2018 – March 29, 2018.

B. Approval of Payroll Register(s) of March 23, 2018.

C. Approval of A Proclamation proclaiming April 9-13, 2018 as National Boys & Girls Club Week.

D. Approval of Letter of Support AB 1764 (Salas) Related to Relinquishing State Route 184 (SR-184) from CalTrans to the City of Bakersfield and Kern County Respectively, Allowing These Agencies to Expedite General Maintenance Projects As Well As Other Projects Along the Road Necessary to Improve Public Safety.

E. Approval of A Resolution of the City Council of the City of Arvin For the Approval and Recordation of Final Map for Tract 7321; Approval of Subdivision Improvement Agreement.

F. Approval of A Resolution of the City Council of the City of Arvin Authorizing the Examination of Sales or Transactions and Use Tax Records.

G. Approval of A Resolution of the City Council of the City of Arvin To Authorize the City Manager and/or the Mayor to Enter Into A Consultant Services Agreement With MuniServices, LLC for Sales, Transactions and Use Tax Audit (SUTA) Services.

- H. Approval of Special Event Application for the Arvin Chamber of Commerce Wildflower Festival to be Held at Smothermon Park on April 23, 2018 through April 30, 2018 With the Requirement to Abide By Stipulations As Set Forth By the Arvin Police Department and the City of Arvin .

Staff recommends approval of Consent Agenda.

Motion _____ Second _____ Vote _____

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

5. PUBLIC HEARING ITEM(S)

- A. Public Hearing to Consider The Adoption of An Ordinance of the City Council of the City of Arvin Approving Zone Change Application No. 2018-01, Amending City of Arvin Zoning Map on One Parcel Comprising of 6.84 Acres From R-3 (Limited Multiple-Family Dwelling) to R-4 (Multiple-Family) Located on Assessor Parcel Number (APN 190-030-48) Located at the Southwest Corner of Tejon Highway and Richardson Road (the Easterly Extension of Varsity Avenue) and Adoption of Negative Declaration for the Proposed Project. (City Planner)

Staff recommends the City Council consider adopting the Ordinance to be read by title only, open the hearing, allow for public testimony, close the hearing, waive second reading of the Ordinance, and approve the adoption of the Ordinance.

Motion _____ Second _____ Vote _____

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

- B. Public Hearing to Consider and Approve A Resolution of the City Council of the City of Arvin Confirming and Ordering the Annual Levy of Assessments for Fiscal year 2018-2019 for Landscaping and Lighting Maintenance District No. 1. (City Engineer)

Staff recommends to open the hearing, allow for public testimony, close the hearing and approve the Resolution.

Motion _____ Second _____ Vote _____

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

6. STAFF REPORTS

- A. Annual Report – Police Department Stats (Acting City Manager/Police Chief)

7. COUNCIL MEMBER COMMENTS

8. CLOSED SESSION ITEM(S)

- A. Public Employee - Appointment (Pursuant to Government Code §54957)
Title: City Manager

- B. Conference with Legal Counsel Anticipated Litigation (Pursuant to Government Code § 54956.9)
Two Potential cases

- C. Conference with Labor Negotiators (Pursuant to Government Code § 54957.6) City Negotiator, Pawan Gill, Human Resources Administrator
Employee Organizations: Arvin Police Officers Association (APOA) and Service Employees International Union (SEIU) Local 521

9. 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 March 29, 2018.



Cecilia Vela, City Clerk



Proclamation

NATIONAL BOYS & GIRLS CLUB WEEK APRIL 9-13, 2018

WHEREAS, the young people of Arvin are tomorrow's leaders; and

WHEREAS, many such young people need professional youth services to help them reach their full potential; and

WHEREAS, there are five Boys & Girls Clubs in Arvin providing services to almost 600 young people daily; and

WHEREAS, Boys & Girls Clubs are places where great futures start. They are at the forefront of efforts in academic success, healthy lifestyles, and good character and citizenship; and

WHEREAS, Boys & Girls Clubs in our city help ensure that our young people keep off the streets, offering them a safe and supportive place to go and providing them with quality programs; and

WHEREAS, Boys & Girls Clubs in Arvin will celebrate National Boys & Girls Club Week 2018 along with some 4,000 Clubs and more than two million young people nationwide.

NOW, THEREFORE, We, the City Council of the City of Arvin do hereby proclaim **APRIL 9, 2018 THROUGH APRIL 13, 2018, AS BOYS & GIRLS CLUB WEEK IN ARVIN;**

And call on all citizens to join with me in recognizing and commending the Boys & Girls Clubs of Kern County for providing comprehensive, effective services to the young people in our community.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the City of Arvin to be affixed this 03rd day of April 2018.

Jose Gurrola, Mayor
City of Arvin

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DEMAND LIST 3.19.18

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Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
46483	A1 BATTERY	63194	03/19/2018		03/19/2018	MAINTENANCE FLEET#260	31.43
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46540	ACTION LOCKSMITH	0001329	03/20/2018		03/20/2018	LOCKSMITH SVC. ADOBE-FIELD	133.61
46591	ACTION LOCKSMITH	0001330	03/20/2018		03/20/2018	LOCKSMITH SVC. PARKS	15.06
46598	ACTION LOCKSMITH	0001335	03/20/2018		03/20/2018	LOCKSMITH SVC. TRANSIT DEPT.	100.00
46599	ACTION LOCKSMITH	0001334	03/20/2018		03/20/2018	LOCKSMITH SVC. KEYS FINANCE	21.45
						Vendor Total:	270.12
46481	ADOBE PLAZA REFUND	RECEIPT#29568	03/19/2018		03/19/2018	EVENT DEPOSIT REIMBURSEMENT	150.00
46482	ADOBE PLAZA REFUND	RECEIPT# 29910	03/19/2018		03/19/2018	EVENT DEPOSIT REIMBURSEMENT	260.00
						Vendor Total:	410.00
46484	AIRGAS WEST	9951942443	03/19/2018		03/19/2018	RENT CYL IND. LARGE OXYGEN/	64.35
						Vendor Total:	64.35
46485	ALLSTATE	CASE#91936 2.28.18	03/19/2018		03/19/2018	POST TAX FEB. 2018	350.73
						Vendor Total:	350.73
46486	AMERICAN BUSINESS MACHINES	377569	03/19/2018		03/19/2018	BASE RATE SVC 3.15.18-6.14.18	665.11
						Vendor Total:	665.11
46487	JAVIER ARREOLA	TRANLATION OF PUBLIC HEARING	03/19/2018		03/19/2018	TRANSLATION SVC.	91.98
						Vendor Total:	91.98
46480	ARVIN CHAMBER OF COMMERCE	RECEIPT#29268	03/19/2018		03/19/2018	EVENT DEPOSIT REIMBURSEMENT	350.00
						Vendor Total:	350.00
46534	AT&T	000010995478	03/20/2018		03/20/2018	A#9391060015 SVC. 2.1.-2.28.18	187.37
46535	AT&T	000010995247	03/20/2018		03/20/2018	A#9391059040 SVC. 2.1-2.28.18	278.40
46536	AT&T	000011057997	03/20/2018		03/20/2018	A#9391056024 SVC. 2.13-3.12.18	520.38
46537	AT&T	000011056233	03/20/2018		03/20/2018	A#9391033189 SVC.2.13-3.12.18	360.65
						Vendor Total:	1,346.80
46488	BAKERSFIELD CALIFORNIAN	1ARV05 2692488	03/19/2018		03/19/2018	PUBLIC HEARING 2.1.18-2.24.18	3,126.07
						Vendor Total:	3,126.07
46489	BANK OF AMERICA - SVC CHGS	BOFA SERVICE CHARGES FEB. 2018	03/19/2018		03/19/2018	SVC CHARGES FEB. 2018	621.02
						Vendor Total:	621.02
46539	BLUE SHIELD OF CALIFORNIA	180730034862	03/20/2018		03/20/2018	MEDICAL INSURANCE-APRIL 2018	16,677.58
						Vendor Total:	16,677.58

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46491	C & T AUTOMOTIVE, INC	900023885	03/19/2018		03/19/2018	MAINTENANCE FLEET#275	69.00
46492	C & T AUTOMOTIVE, INC	900023920	03/19/2018		03/19/2018	MAINTENANCE FLEET#252	696.88
46551	C & T AUTOMOTIVE, INC	900023902	03/20/2018		03/20/2018	MAINTENANCE FLEET#319	132.13
						Vendor Total:	898.01
46490	CARTWRIGHT WHEEL & BRAKE SVC 040235		03/19/2018		03/19/2018	MAINTENANCE FLEET#274	135.00
						Vendor Total:	135.00
46493	CHAMPION HARDWARE	142500	03/19/2018		03/19/2018	SALLY PORT DOOR REPAIR-PD	290.93
						Vendor Total:	290.93
46494	CHIEF	386794	03/19/2018		03/19/2018	UNIT 2750	129.34
						Vendor Total:	129.34
46495	CITY OF DELANO	4860	03/19/2018		03/19/2018	LEAGUE OF CA CITIES	50.00
						Vendor Total:	50.00
46496	CLARK PEST CONTROL	A#01-01029035 2.22.18	03/19/2018		03/19/2018	PEST CONTROL - COMM.DEV.DEF	72.00
						Vendor Total:	72.00
46497	COMPLETE HARDWARE STORE & MORE 179802		03/19/2018		03/19/2018	PARK REPAIR-KOV.	3.66
46546	COMPLETE HARDWARE STORE & MORE 179784		03/20/2018		03/20/2018	GITS PARK-MURAL PROJECT	10.81
46547	COMPLETE HARDWARE STORE & MORE 180044		03/20/2018		03/20/2018	SUPPLIES - PARKS	19.53
46548	COMPLETE HARDWARE STORE & MORE 180056		03/20/2018		03/20/2018	SUPPLIES - PARKS	17.16
46549	COMPLETE HARDWARE STORE & MORE 180661		03/20/2018		03/20/2018	SUPPLIES-PARK & COMM.DEV.DE	36.46
46550	COMPLETE HARDWARE STORE & MORE 181049		03/20/2018		03/20/2018	SUPPLIES-PARKS & SHOP TOOLS	22.70
						Vendor Total:	110.32
46498	COPOWER	731737	03/19/2018		03/19/2018	CHIRO SVC. APRIL 2018	135.10
						Vendor Total:	135.10
46499	CORELOGIC SOLUTIONS, LLC 81874100		03/19/2018		03/19/2018	METROSCAN MONTHLY DUES	137.50
						Vendor Total:	137.50
46501	DEPARTMENT OF JUSTICE	287335	03/19/2018		03/19/2018	FINGERPRINT SVC. FEB. 2018	236.00
						Vendor Total:	236.00
46502	DIAMOND IT PREPAID USE 28-397 21238		03/19/2018		03/19/2018	PREPAID IT SERVICES FEB. 2018	0.00
46503	DIAMOND IT PREPAID USE 28-397 21239		03/19/2018		03/19/2018	PD PREPAID IT SVCS FEB.2018	0.00
						Vendor Total:	0.00
46500	DIAMOND TECHNOLOGIES, INC 21202		03/19/2018		03/19/2018	OFFICE 365 SVC. MARCH 2018	856.70

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Ref. No.	Vendor Name	Invoice No.	Posting Date	PONumber	Invoice Date	Invoice Description	Invoice Amount
						Vendor Total:	856.70
46538	FEDEX	6-120-61684	03/20/2018		03/20/2018	FEDEX SVC. 3.5.18	65.32
						Vendor Total:	65.32
46552	FORD MOTOR CREDIT COMPANY LLC	1476774	03/20/2018		03/20/2018	ACCOUNT#1476774 - LATE FEE	924.68
						Vendor Total:	924.68
46504	GENERAL OFFICE	12741	03/19/2018		03/19/2018	METER READING SVC. PD & COM	341.74
						Vendor Total:	341.74
46506	GOLDEN EMPIRE FLEET SERVICE	48515	03/19/2018		03/19/2018	MAINTENANCE FLEET#207	586.36
						Vendor Total:	586.36
46541	GRANITE CONSTRUCTION	1355032	03/20/2018		03/20/2018	POTHOLE MATERIAL-ROAD REPA	1,704.62
						Vendor Total:	1,704.62
46542	HAAKER EQUIPMENT COMPANY	C40271	03/20/2018		03/20/2018	EL CROSSWIND J3292D REPAIRS	31.65
						Vendor Total:	31.65
46553	JIM BURKE FORD	163050	03/20/2018		03/20/2018	MAINTENANCE FLEET#304	1,705.66
						Vendor Total:	1,705.66
46507	JTS TRUCKING REPAIR	213861	03/19/2018		03/19/2018	MAINTENANCE FLEET#207	284.40
46508	JTS TRUCKING REPAIR	213900	03/19/2018		03/19/2018	MAINTENANCE FLEET#211	135.00
46509	JTS TRUCKING REPAIR	213899	03/19/2018		03/19/2018	MAINTENANCE FLEET#209	135.00
46510	JTS TRUCKING REPAIR	214399	03/19/2018		03/19/2018	MAINTENANCE FLEET#209	657.81
46511	JTS TRUCKING REPAIR	214398	03/19/2018		03/19/2018	MAINTENANCE FLEET#211	673.75
46512	JTS TRUCKING REPAIR	214263	03/19/2018		03/19/2018	MAINTENANCE FLEET#110	231.72
46513	JTS TRUCKING REPAIR	214262	03/19/2018		03/19/2018	MAINTENANCE FLEET#203	231.72
46543	JTS TRUCKING REPAIR	313773	03/20/2018		03/20/2018	MAINTENANCE FLEET#220	264.97
46544	JTS TRUCKING REPAIR	213772	03/20/2018		03/20/2018	MAINTENANCE FLEET#KABOTA	355.18
46545	JTS TRUCKING REPAIR	213983	03/20/2018		03/20/2018	MAINTENANCE FLEET#HOBART	156.11
46596	JTS TRUCKING REPAIR	214598	03/20/2018		03/20/2018	MAINTENANCE FLEET#207	141.72
46597	JTS TRUCKING REPAIR	214599	03/20/2018		03/20/2018	MAINTENANCE FLEET#205	406.98
						Vendor Total:	3,674.36
46514	KAISER PERMANENTE	CUST ID#000300785-0000 4.5.18	03/19/2018		03/19/2018	MEDICAL INSURANCE APRIL 2018	22,710.96
						Vendor Total:	22,710.96
46600	KERN COUNTY CLERK	CEQA-PATHWAYS GREENER ARVIN	03/20/2018		03/20/2018	CEQA-PATHWAYS TO A GREENER	50.00

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Ref. No.	Vendor Name	Invoice No.	Posting Date	PONumber	Invoice Date	Invoice Description	Invoice Amount
						Vendor Total:	50.00
46601	KERN COUNTY RECORDER'S OFFICE		03/20/2018		03/20/2018	RECORDING FEE-NOTICE OF FILI	
		APN 191-140-18 LINE MERGER					250.00
						Vendor Total:	250.00
46554	KERN RIVER POWER EQUIPMENT INC		03/20/2018		03/20/2018	SHOP TOOLS M&I DEPT.	
		79741					263.13
46555	KERN RIVER POWER EQUIPMENT INC		03/20/2018		03/20/2018	SHOP TOOLS M&I DEPT.	
		79746					96.42
46556	KERN RIVER POWER EQUIPMENT INC		03/20/2018		03/20/2018	SHOP TOOLS M&I DEPT.	
		79748					148.13
						Vendor Total:	507.68
46515	MOUNTAINSIDE DISPOSAL		03/19/2018		03/19/2018	PROPERTY TAXES 3.7.18	
		PROPERTY TAXES 3.7.18					19,660.48
46516	MOUNTAINSIDE DISPOSAL		03/19/2018		03/19/2018	ROLLOFF/BIN RENT FEB. 2018	
		492541					65.30
						Vendor Total:	19,725.78
46517	O'REILLY AUTOMOTIVE, INC		03/19/2018		03/19/2018	STREET SWEEPER REPAIR	
		4451-338214					55.30
46557	O'REILLY AUTOMOTIVE, INC		03/20/2018		03/20/2018	MAINTENANCE FLEET GATOR#2	
		4451-337532					901.77
						Vendor Total:	957.07
46518	OVERLAND, PACIFIC, &		03/19/2018		03/19/2018	BEAR MTN. BLVD HSIP 5370-025	
		1802167					2,144.56
						Vendor Total:	2,144.56
46519	PACIFIC TIRE ARVIN		03/19/2018		03/19/2018	MAINTENANCE FLEET#277	
		20097					24.17
						Vendor Total:	24.17
46505	PAWAN GILL		03/19/2018		03/19/2018	CITY MANAGER RECOGNITION	
		CM COMMUNITY EVENT					102.91
						Vendor Total:	102.91
46559	PG & E		03/20/2018		03/20/2018	SVC. 02.09.18-03.12.18	
		A#5673737579-2 3.13.18					10.54
46560	PG & E		03/20/2018		03/20/2018	SVC. 02.09.18-03.12.18	
		A#4923752229-4 3.13.18					10.51
46561	PG & E		03/20/2018		03/20/2018	SVC. 02.09.18-03.12.18	
		A#6632224172-1 3.13.18					1,837.62
46562	PG & E		03/20/2018		03/20/2018	SVC. 02.09.18-03.12.18	
		A#4601018108-2 3.13.18					487.63
46563	PG & E		03/20/2018		03/20/2018	SVC. 02.09.18-03.12.18	
		A#5106956658-9 3.13.18					59.06
46564	PG & E		03/20/2018		03/20/2018	SVC. 02.09.18-03.12.18	
		A#8517683481-1 3.13.18					53.84
46565	PG & E		03/20/2018		03/20/2018	SVC. 02.09.18-03.12.18	
		A#27303896446-9 3.13.18					10.52
46566	PG & E		03/20/2018		03/20/2018	SVC. 02.09.18-03.12.18	
		A#2402723819-5 3.13.18					10.55
46567	PG & E		03/20/2018		03/20/2018	SVC. 02.09.18-03.12.18	
		A#4157630593-6 3.13.18					24.10
46568	PG & E		03/20/2018		03/20/2018	SVC. 02.09.18-03.12.18	
		A#1840419093-8 3.13.18					10.92
46569	PG & E		03/20/2018		03/20/2018	SVC. 02.09.18-03.12.18	
		A#1673746179-4 3.13.18					143.09
46570	PG & E		03/20/2018		03/20/2018	SVC. 02.09.18-03.12.18	
		A#1486138762-0 3.13.18					211.52
46571	PG & E		03/20/2018		03/20/2018	SVC. 02.09.18-03.12.18	
		A#4569461468-1 3.13.18					10.51

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46572	PG & E		03/20/2018		03/20/2018	SVC. 02.09.18-03.12.18	
		A#5242161718-5	3.13.18				80.70
46573	PG & E		03/20/2018		03/20/2018	SVC. 02.09.18-03.12.18	
		A#7235938816-1	3.13.18				468.71
46574	PG & E		03/20/2018		03/20/2018	SVC. 02.09.18-03.12.18	
		A#9132070691-3	3.13.18				36.49
46575	PG & E		03/20/2018		03/20/2018	SVC. 02.09.18-03.12.18	
		A#6358251136-4	3.13.18				177.37
46576	PG & E		03/20/2018		03/20/2018	SVC. 02.09.18-03.12.18	
		A#0048737939-8	3.13.18				142.60
46577	PG & E		03/20/2018		03/20/2018	SVC. 02.09.18-03.12.18	
		A#7132070819-2	3.13.18				20.35
46578	PG & E		03/20/2018		03/20/2018	SVC. 02.09.18-03.12.18	
		A#1090419141-7	3.13.18				10.51
46579	PG & E		03/20/2018		03/20/2018	SVC. 02.09.18-03.12.18	
		A#2124436632-0	3.13.18				449.85
46580	PG & E		03/20/2018		03/20/2018	SVC. 02.14.18-03.15.18	
		A#3441010184-3	3.15.18				179.09
46581	PG & E		03/20/2018		03/20/2018	SVC. 02.09.18-03.12.18	
		A#9083999874-8	3.13.18				231.15
46582	PG & E		03/20/2018		03/20/2018	SVC. 02.09.18-03.12.18	
		A#6747823013-8	3.13.18				98.10
46583	PG & E		03/20/2018		03/20/2018	SVC. 02.09.18-03.12.18	
		A#1215425391-3	3.13.18				10.51
46584	PG & E		03/20/2018		03/20/2018	SVC. 02.07.18-03.08.18	
		A#4776920476-0	03.09.18				538.24
46585	PG & E		03/20/2018		03/20/2018	SVC. 02.07.18-03.08.18	
		A#88319					50.46
46586	PG & E		03/20/2018		03/20/2018	SVC. 02.13.18-03.14.18	
		A#4891617948-3	3.15.18				167.49
46587	PG & E		03/20/2018		03/20/2018	SVC. 02.13.18-03.14.18	
		A#4121972200-0	3.15.18				245.21
46588	PG & E		03/20/2018		03/20/2018	SVC. 02.13.18-03.14.18	
		A#6226711721-6	3.15.18				85.63
46589	PG & E		03/20/2018		03/20/2018	SVC. 02.13.18-03.14.18	
		A#3232674778-2	3.15.18				2,147.25
46590	PG & E		03/20/2018		03/20/2018	SVC. 02.13.18-03.14.18	
		A#7149339108-1	3.15.18				4,667.83
						Vendor Total:	12,687.95
46520	PRIME MEDICAL DISPOSAL		03/19/2018		03/19/2018	LAB SUPPLIES-POLICE DEPT.	
		25001-0218					19.96
						Vendor Total:	19.96
46521	PRIMETIME SIGNS INC.		03/19/2018		03/19/2018	GITS PARK SIGNS	
		2731					1,198.32
						Vendor Total:	1,198.32
46522	PUBLIC WORKS COUNTY OF KERN		03/19/2018		03/19/2018	MUNI & STSW. SVC. JAN. 2018	
		ACCT#01-ARV	1.31.18				1,752.83
						Vendor Total:	1,752.83
46558	PURCHASE POWER		03/20/2018		03/20/2018	POSTAGE REFILL 3.11.18	
		A#8000-9000-0054-0157	3.11.18				500.00
						Vendor Total:	500.00
46524	RAYMOND'S TROPHY & AWARDS		03/19/2018		03/19/2018	CLOCK AWARD-CM	
		60253					120.87
						Vendor Total:	120.87
46526	SC COMMUNICATIONS, INC		03/19/2018		03/19/2018	DISPATCH#2 REPAIRS	
		98887					287.50
						Vendor Total:	287.50

Edit List of Invoices - Summary

DEMAND LIST 3.19.18

Date: 03/20/2018

Time: 4:09 pm

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City of Arvin

Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
46527	SINTRA GROUP	2018117	03/19/2018		03/19/2018	POLICE DEP-ADMIN INVESTIGATI	10,119.50
						Vendor Total:	<u>10,119.50</u>
46528	SITEONE LANDSCAPE SUPPLY LLC	84605262	03/19/2018		03/19/2018	SHOP SUPPLIES	1,230.78
46593	SITEONE LANDSCAPE SUPPLY LLC	84657633	03/20/2018		03/20/2018	IRRIGATION MATERIALS-PARKS	1,706.42
						Vendor Total:	<u>2,937.20</u>
46529	SO. CAL. GAS CO.		03/19/2018		03/19/2018	NATURAL GAS VEHICLE FUEL	0.09
		ACCT#085-832-2970-6 3.6.18				Vendor Total:	<u>0.09</u>
46592	SPARKLETTS	15470162 030218	03/20/2018		03/20/2018	SVC. FEB. 2018	90.92
						Vendor Total:	<u>90.92</u>
46525	SUN RIDGE SYSTEMS	5094	03/19/2018		03/19/2018	RIMS ANNUAL SUPPORT SVC.	13,668.00
						Vendor Total:	<u>13,668.00</u>
46523	THE PUN GROUP LLP	111529	03/19/2018		03/19/2018	COA YEAR END AUDIT 16-17	30,000.00
						Vendor Total:	<u>30,000.00</u>
46595	TOYOTA FINANCIAL SERVICES	A#0026595452 3.14.18	03/20/2018		03/20/2018	LEASE PAYMENT 3.14.18	256.04
						Vendor Total:	<u>256.04</u>
46594	TRAFFIC MANAGEMENT, INC	406163	03/20/2018		03/20/2018		75.08
						Vendor Total:	<u>75.08</u>
46531	VERIZON WIRELESS 609123961-1	9802390242	03/19/2018		03/19/2018	A#609123961-00001 CELL PHONE:	470.37
						Vendor Total:	<u>470.37</u>
46530	VERIZON WIRELESS 609123961-3	9802390243	03/19/2018		03/19/2018	A#609123961-0003 AIRCARDS-PD	646.17
						Vendor Total:	<u>646.17</u>
46532	ZEE MEDICAL SERVICE	34-214969	03/19/2018		03/19/2018	MEDICAL SUPPLIES-COMM.DEV.I	19.21
46533	ZEE MEDICAL SERVICE	34-214970	03/19/2018		03/19/2018	MEDICAL SUPPLIES-CITY HALL	36.75
						Vendor Total:	<u>55.96</u>
Grand Total:							157,450.37
Less Credit Memos:							<u>0.00</u>
Net Total:							157,450.37
Less Hand Check Total:							<u>621.02</u>
Outstanding Invoice Total:							156,829.35
Total Invoices: 122							

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DEMAND LIST 3.26.18

Date: 03/27/2018

Time: 4:18 pm

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City of Arvin

Ref. No.	Vendor Name	Invoice No.	Posting Date	PONumber	Invoice Date	Invoice Description	Invoice Amount
46623	ARVIN CHAMBER OF COMMERCE		03/27/2018		03/27/2018	Event Reimbursement 3.14.18	450.00
		Refund Receipt#29532					450.00
						Vendor Total:	450.00
46615	ARVIN POLICE OFFICERS		03/26/2018		03/26/2018	COA Union Dues 3.9.18-3.23.18	600.00
		COA Union Dues 3.9.18-3.23.18					600.00
						Vendor Total:	600.00
46602	BANK OF AMERICA - CC		03/26/2018		03/26/2018	CC Transactions 2.25.18	4,324.66
		CC Transaction 2.25.18					4,324.66
						Vendor Total:	4,324.66
46606	C & T AUTOMOTIVE, INC		03/26/2018		03/26/2018	Maintenance Fleet #275	373.67
		900023813					373.67
						Vendor Total:	373.67
46607	CENTRAL CALIF. ASSOC. PUBLIC		03/26/2018		03/26/2018	COA Union Dues 3.23.18	698.89
		COA Union Dues 3.23.18					698.89
						Vendor Total:	698.89
46608	DEWALT CORPORATION		03/26/2018		03/26/2018	Sycamore Drainage Project	10,256.58
		1085963					10,256.58
						Vendor Total:	10,256.58
46609	DOOLEY ENTERPRISES, INC		03/26/2018		03/26/2018	Safety Equipment	1,948.50
		55046					1,948.50
						Vendor Total:	1,948.50
46610	FRANCHISE TAX BOARD		03/26/2018		03/26/2018	WITHHOLDING 3.23.18	150.00
		WITHHOLDING ORDER 3.23.18					150.00
						Vendor Total:	150.00
46624	GUARDIAN		03/27/2018		03/27/2018	Bundle Insurance April 2018	7,036.98
		Group ID: 00 473727 04/2018					7,036.98
						Vendor Total:	7,036.98
46604	GURROLA, JOSE		03/26/2018		03/26/2018	Attended SJV Leadership	90.00
		SJV Leadership Exe. Comm. Meet					90.00
46605	GURROLA, JOSE		03/26/2018		03/26/2018	Attended Green CA. Summit 2.28	90.00
		Green California 13th Summit					90.00
						Vendor Total:	180.00
46611	JTS TRUCKING REPAIR		03/26/2018		03/26/2018	Maintenance Fleet #110	187.20
		214640					187.20
46612	JTS TRUCKING REPAIR		03/26/2018		03/26/2018	Maintenance Fleet #205	316.62
		214867					316.62
						Vendor Total:	503.82
46614	KERN COUNTY SHERIFF'S OFFICE		03/26/2018		03/26/2018	Garnishment:File #2018064450	213.24
		File #2018064450 3.23.18					213.24
						Vendor Total:	213.24
46603	LEAGUE OF CA CITIES SSJVD		03/26/2018		03/26/2018	General Membership Meeting 4/5	25.00
		Meeting 4/5 Mayor Gurrola					25.00
						Vendor Total:	25.00
46618	PG & E		03/27/2018		03/27/2018	SVC. 02.21.18-03.21.18	59.41
		A#7368140966-7 3.22.18					59.41
						Vendor Total:	59.41

Edit List of Invoices - Summary

DEMAND LIST 3.26.18

Date: 03/27/2018

Time: 4:18 pm

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City of Arvin

Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
46621	PROVOST & PRITCHARD	67279	03/27/2018		03/27/2018	Sycamore Rd. Flood Reduction	5,767.20
						Vendor Total:	5,767.20
46613	PUBLIC WORKS COUNTY OF KERN		03/26/2018		03/26/2018	MUNI&STSW SVC. Feb. 2018	743.40
		ACCT#01-ARV 3.8.18				Vendor Total:	743.40
46619	QUAD KNOFF, INC	91134	03/27/2018		03/27/2018	Engineering Svc. 10.8-12.2.17	311.67
46620	QUAD KNOFF, INC	91426	03/27/2018		03/27/2018	Engineering Svc. 12.3.17-1.6.1	125.37
						Vendor Total:	437.04
46622	SAN JOAQUIN VALLEY RAILROAD CO		03/27/2018		03/27/2018	Railroad Project #17SJVR13R	39,825.00
		TBA-111.55-1				Vendor Total:	39,825.00
46527	SINTRA GROUP	2018117	03/19/2018		03/19/2018	POLICE DEP-ADMIN INVESTIGATI	10,119.50
						Vendor Total:	10,119.50
46616	VANTAGE POINT TRANSFER AGENTS		03/26/2018		03/26/2018	457K Contributions/Loans 3.23	600.26
		457K Contributions/Loans 3.23				Vendor Total:	600.26
46617	VEOLIA WATER NA - MAINT-NOTE	90130104	03/26/2018		03/26/2018	O&M WastewaterTreatment 12/17	2,385.88
						Vendor Total:	2,385.88
Grand Total:							86,699.03
Less Credit Memos:							0.00
Net Total:							86,699.03
Less Hand Check Total:							4,324.66
Outstanding Invoice Total:							82,374.37
Total Invoices: 24							

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DEMAND LIST 3.26.18

Date: 03/27/2018

Time: 5:07 pm

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City of Arvin

Ref. No.	Vendor Name	Invoice No.	Posting Date	PONumber	Invoice Date	Invoice Description	Invoice Amount
46625	KERN COUNTY CLERK		03/27/2018		03/27/2018	County Admin Fee for CEQA	
		2013-2023 Housing Element					50.00
46626	KERN COUNTY CLERK		03/27/2018		03/27/2018	Mitigated Neg. Dec. Fee -CEQA	
		Zone change No. 2018-01					2,266.25
						Vendor Total:	2,316.25

Grand Total: 2,316.25

Less Credit Memos: 0.00

Net Total: 2,316.25

Less Hand Check Total: 0.00

Outstanding Invoice Total: 2,316.25

Total Invoices: 2

COST REPORT

PAYROLL 3-23-18

Emp. Code Desc.: CITY OF ARVIN
 From 03/23/2018 to 03/27/20
 City of Arvin

Date: 3/27/2018
 Time: 17:04:40

Employee Name	Employee ID	PER3E	FUTA PER5E	MC PER6E	MC1 PER9E	PER1E PERCP	PER2D PERS	PER2E PERS1	PER2M PERS2	Other Total
		PERS3 SUTA	PERS4	PERS5	PERS6	PERS8	PERS9	SS	SS1	
Grand Total:	Employee Count: 51	0.00	0.00	1,476.40	439.34	0.00	573.56	552.58	790.53	0.00
		1,543.59	217.00	0.00	0.00	571.02	0.00	0.00	1,293.56	21,978.45
		2,759.78	0.00	0.00	1,986.01	1,464.58	0.00	6,196.17	2,114.33	
		0.00								

EARNINGS REPORT

PAYROLL 3-23-18

Emp. Code Desc.: CITY OF ARVIN
 From 03/23/2018 to 03/27/20
 City of Arvin

Date: 3/27/2018
 Time: 17:04:17

Employee Name	Employee ID	15X ADMLV	1X ALLOW	1XFTO BERV	25X BNFT1	2X COMP	3X CTO	ADJ CTYWK	ADLCO DEGRE	Other Total
		DIFFL	FH	FTO	HLPER	HOL	HP1X	INSUR	JURY	
		LONG	MILIT	MISC	PBD	PBD3	PBDCO	PERE	PERS	
		PHALW	POST	PTO	REG	RETOT	RETRO	SCKCO	SEVR	
		SHOEA	SICK	SRO	STDBY	TRAIN	TUPGR	UACL	UAPEP	
		UNADV	URCL	URPEP	VAC	VACCO	VACTO	WRKCO	STLMT	
Grand Total:	Employee Count: 51	0.00	7,577.78	0.00	0.00	636.60	0.00	0.00	0.00	0.00
		0.00	200.00	0.00	761.60	0.00	330.40	0.00	230.79	119,434.14
		212.10	0.00	0.00	0.00	0.00	0.00	2,103.21	0.00	
		2,177.26	835.20	342.31	613.97	373.43	0.00	0.00	0.00	
		300.00	762.85	0.00	96,011.52	0.00	0.00	0.00	0.00	
		0.00	2,684.01	0.00	0.00	0.00	129.28	0.00	0.00	
		90.78	0.00	0.00	2,614.05	447.00	0.00	0.00	0.00	

April 4, 2018

The Honorable Jim Frazier
Chair, Assembly Transportation Committee
1020 N Street, Room 112
Sacramento, CA 95814

RE: AB 1764 (Salas) – State Route 184 Relinquishment – SUPPORT

Dear Assemblymember Frazier:

The City of Arvin is pleased to strongly support Assembly Bill 1764, which would authorize the relinquishment of State Route 184 (SR-184) from CalTrans to the City of Bakersfield and Kern County respectively, allowing these local agencies to expedite general maintenance projects as well as other projects along the road necessary to improve public safety.

In recent years safety has increasingly become a topic of local concern along SR-184, particularly given the amount of traffic accidents that have occurred along this segment. For example, in one intersection outside the community of Weedpatch there have been over 20 collisions since 2010. There have also been a series of accidents along the northern portion of SR-184 in the area surrounding Foothill High School where students were struck by vehicles on their way to and from school. Despite the known safety concerns and community pressure for improvements, Caltrans has been slow to address the various issues along the road.

The City of Bakersfield and the County of Kern have been working with CalTrans to expedite some improvements, and they have had some success in installing new safety equipment on SR-184. However, through the collaboration between the City, County, and Caltrans an understanding was met that relinquishment of SR-184 would be in the best interest of all.

The City of Arvin agrees that the road should be relinquished. If the City and County were able to exercise control of road maintenance then safety additions could all be installed more expeditiously. For these reasons we support the relinquishment of SR-184, and kindly urge your AYE vote on AB 1764 when it comes before you in committee.

Sincerely,

Jose Gurrola, Mayor
City of Arvin



Assemblymember Rudy Salas, 32nd District
ASSEMBLY BILL 1764 – STATE ROUTE 184 RELINQUISHMENT
FACT SHEET

ISSUE

State Route 184 (SR-184) is a 14-mile roadway east of SR-99 which connects SR-223 in the south to SR-178 within the City of Bakersfield. Although SR-184 has been statutorily designated as a state highway since 1964, over the years it has functioned more as a local road.

In recent years safety has increasingly become a topic of local concern along SR-184, particularly given the amount of traffic accidents that have occurred along this segment. For example, in one intersection alone on SR-184 outside the community of Weedpatch, there have been over 20 collisions since 2010. There have also been a series of accidents along the northern portion of SR-184, which cuts through suburban Bakersfield, in the area surrounding Foothill High School. In recent years several students have been struck by vehicles along the road in that area while on their way to and from school. Despite the known safety concerns and community pressure for improvements, Caltrans has been slow to address the various issues along the road.

The City of Bakersfield and the County of Kern have been working with CalTrans to expedite some improvements, and they have had some success in installing new safety equipment on SR-184 in a timely manner. However, through the collaboration between the city, county, and Caltrans an understanding was met that relinquishment of SR-184 from Caltrans to the city and county would be in the best interest of all. For the process to move forward, AB 184 is needed to authorize the relinquishment of the roadway to the City of Bakersfield and Kern County respectively.

EXISTING LAW

Existing law statutorily identifies SR-184 as a state highway. Existing law additionally provides a two-step process for the state to delete a section of the state highway system that begins with the Legislature amending existing law to authorize the deletion, followed by the California Transportation Commission making findings that it is in the best

interest of the state to delete a specified portion of roadway from the system. This is known as the state highway relinquishment process.

THIS BILL

Assembly Bill 1764 would authorize the relinquishment of State Route 184 from CalTrans to the City of Bakersfield and Kern County respectively, allowing these local agencies to expedite the addition of safety features or other improvements along the road necessary to improve public safety.

SUPPORT

Kern County Council of Governments

OPPOSITION

No opposition.

FOR MORE INFORMATION

Emilio Perez, Legislative Aide
Office of Assemblymember Rudy Salas
P: (916) 319-2032
F: (916) 319-2132
Emilio.Perez@asm.ca.gov



CITY OF ARVIN Staff Report

Meeting Date: April 3, 2018

TO: Arvin City Council

FROM: Adam Ojeda, P.E., City Engineer
Jerry Breckinridge, Interim City Manager

SUBJECT: Resolution For The Approval And Recordation Of Final Map For Tract 7321 ; Approval Of Subdivision Improvement Agreement

BACKGROUND:

Tract 7321 is comprised of 20 lots proposed to subdivide 2.58 acres between Hacienda Place, Sevilla Avenue, Tesoro Drive, and the drainage sump for Tract 5816 phase 9. This land was previously known as lot 82 of phase 9 of tract 5816. Prior to its purchase by LeOra LLC.

A final map has been prepared by LeORA, LLC which shows the subdivision of the twenty lots as well as easements for utilities and sidewalks for approval by the City Council. Most of the improvements in the eventual public right-of-way have been constructed, and were conditioned in the subdivision agreement for tract 5816 phase 9, which tract has posted bonding for said improvements. Improvements completed by LeOra, LLC include sidewalks, curbs, gutters, drive approaches, and utility connections to the 20 lots. Although LeOra, LLC has completed these improvements, said improvements have not been formally dedicated to, or accepted by the City, and a subdivision improvement agreement is still technically required as a condition precedent to approval of the final map for Tract 7321

Given that dedication and acceptance of the improvements is still pending, LeOra, LLC will provide security in the amount of 10% of the estimated costs of the improvements, as payment security, which will then double as security for guarantee and maintenance of the improvements for a period of one year after the improvements have been dedicated to, and accepted by, the City.

All the certificates which appear on the map (except the approval certificate of the City of Arvin and the recording certificate of the Recorder of the County of Kern) have been signed and acknowledged, and said map has been filed for approval. The subdivision lies within the boundaries of the City of Arvin. The map conforms to all the requirements of the Subdivision Map Act of the State of California, and City ordinances, resolutions and standards. The Council finds that the proposed subdivision, together with the provisions for its design and improvement, is consistent with all applicable general plans and specific plans.

The signatures of LeOra, who is both the subdivider and the owner, appear on the map, as have signatures that may be required for offers of dedications of certain public utility easements, access rights and other easements and uses shown and delineated upon said map

All other conditions required to allow the recordation of the final map (FMR conditions) as approved by the Arvin Planning Commission on March 28, 2017 have been met. Documents required by that document are attached to this report in addition to a copy of the map.

The lots are ready for building permits pending the approval of pad elevation and compaction certificates and grading permits. The repair of streets, curbs, gutters, sidewalks, and other improvements in the public right-of-way that may be damaged during construction of homes should be conditions for the issuance of building permits.

The City desires to approve the subdivision improvement agreement with LeOra, LLC, and approve the Final Map for Tract 7321.

FINANCIAL IMPACT:

No significant cost impacts to the city other than filing fees with the County Recorder.

RECOMMENDATION:

Staff recommends the approval of the subdivision agreement and the final map for Tract 7321, and the recordation of said map.

ATTACHMENTS:

Resolution
Final map
Subdivision agreement
Conditions of approval
Title guarantee (LeOra, LLC to provide updated guarantee following resolution approval)
Title report
Tax certificate
LeOra articles of incorporation
Closure calculations
Engineer's estimate
Letter of credit

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN
FOR THE APPROVAL AND RECORDATION OF FINAL MAP FOR
TRACT 7321; APPROVAL OF SUBDIVISION IMPROVEMENT
AGREEMENT**

WHEREAS, Tract 7321 consists of the subdivision of 2.58 acres of land into twenty (20) separate lots between Hacienda Place, Sevilla Avenue, Tesoro Drive, and the drainage sump for Tract 5816 phase 9; and

WHEREAS, This land was previously known as lot 82 of phase 9 of tract 5816; and

WHEREAS, LeORA, LLC has provided a final map for tract 7321, which shows the subdivision of the twenty lots as well as easements for utilities and sidewalks, for approval by the City Council; and

WHEREAS, Most of the improvements in the City right-of-way have been constructed and are subject to the subdivision agreement previously in place for phase 9 of tract 5816, which tract has posted bonding for said improvements; and

WHEREAS, LeOra, LLC was responsible for and has completed the construction of certain sidewalk, curb, gutter, drive approaches, and utility connections to the twenty lots; and

WHEREAS, Although LeOra, LLC has completed these improvements, said improvements have not been formally dedicated to, or accepted by the City, and a subdivision improvement agreement is still technically required as a condition precedent to approval of the final map for Tract 7321; and

WHEREAS, Given that dedication and acceptance of the improvements is still pending, LeOra, LLC will provide security in the amount of 10% of the estimated costs of the improvements, as payment security, which will then double as security for guarantee and maintenance of the improvements for a period of one year after the improvements have been dedicated to, and accepted by, the City; and

WHEREAS, All the certificates which appear on the map (except the approval certificate of the City of Arvin and the recording certificate of the Recorder of the County of Kern) have been signed and acknowledged, and said map has been filed for approval; and

WHEREAS, The subdivision lies within the boundaries of the City of Arvin; and

WHEREAS, The map conforms to all the requirements of the Subdivision Map Act of the State of California, and City ordinances, resolutions and standards; and

WHEREAS, The Council finds that the proposed subdivision, together with the provisions for its design and improvement, is consistent with all applicable general plans and specific plans; and

WHEREAS, The signatures of LeOra, who is both the subdivider and the owner, appear on the map, as have signatures that may be required for offers of dedications of certain public utility easements, access rights and other easements and uses shown and delineated upon said map; and

WHEREAS, The Planning Commission of the City of Arvin, by formal resolution, has approved said tentative map; and

WHEREAS, All other conditions required to allow the recordation of the final map (FMR conditions) as approved by the Planning Commission for the City Arvin on March 28, 2017 have been met; and

WHEREAS, Building permits shall be issued pending the approval of pad elevation certificates, compaction certificates, and grading permits; and

WHEREAS, The repair of streets, curbs, gutters, sidewalks, and other improvements in the public right-of-way that may be damaged during construction of homes should be conditions for the issuance of building permits; and

WHEREAS, The City desires to approve the subdivision improvement agreement with LeOra, LLC, and approve the Final Map for Tract 7321.

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

Section 1: The foregoing recitals are true and correct.

Section 2: The Council finds that the map is in substantial compliance with said tentative map, any deviations therefrom being deemed approved by the Council.

Section 3: The Council authorizes the City Manager or designee to execute the Subdivision Improvement Agreement for Tract 7321 on behalf of the City, materially in conformance with those set forth in Exhibit A hereto, subject to approval as to legal form by the City Attorney.

Section 4: The map is hereby approved, contingent upon the occurrence of the following conditions:

- a. Execution of the Subdivision Improvement Agreement for Tract 7321, including the posting of required security and proof of insurance;
- b. Receipt of a current title guarantee, or equivalent document approved by the City Attorney, less than 30 days old.

Section 5: Any an all streets, public utility easements, public utility facilities, access rights and any parcels of land and easements offered for dedication of the map are hereby accepted, unless it is stated on the Final Map that said dedications are subject to City acceptance of Developer installed improvements.

Section 6: The City Clerk and City Planner are authorized to take any additional steps necessary for enabling recordation of the final map for tract 7321.

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Arvin at a regular meeting thereof held on the 03rd day of April 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.

TRACT No. 7321

CONSISTING OF 3 SHEETS IN THE CITY OF ARVIN

BEING A DIVISION OF A PORTION OF LOT 82 OF TRACT MAP NO. 5816 PHASE 9 AS PER MAP RECORDED DECEMBER 5, 2006 IN MAP BOOK 56, PAGES 171-176 INCLUSIVE IN THE OFFICE OF THE KERN COUNTY RECORDER, ALSO BEING A PORTION OF NORTHWEST QUARTER OF SECTION 35 TOWNSHIP 31 SOUTH, RANGE 29 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF ARVIN, COUNTY OF KERN, STATE OF CALIFORNIA.

20 LOTS

2.58 GROSS ACRES



SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LeORA, LLC, ON FEBRUARY 1, 2017. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS WITHIN ONE YEAR OF THE MAP RECORDING AND THAT THE MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

Michael E. Dauster 2/8/18
MICHAEL E. DAUSTER L.S. 9047

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO, THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND STATEMENTS MADE A PART THEREOF, WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID PROPERTY AND WE HEREBY CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINES AND HEREBY OFFER FOR DEDICATION TO THE PUBLIC USE, ALL THE STREETS SHOWN UPON SAID MAP WITHIN SAID SUBDIVISION.

WE ALSO HEREBY DEDICATE FOR PUBLIC USE EASEMENTS FOR PUBLIC UTILITIES UNDER, ON OR OVER THOSE CERTAIN 10' WIDE STRIPS OF LAND LYING ADJACENT TO THE SIDE AND/OR FRONT LINES OF LOTS 1 THROUGH 20 DESIGNATED AS "PUBLIC UTILITIES EASEMENT" AS SHOWN ON SAID MAP, WITHIN SAID SUBDIVISION; SUCH STRIPS OR PLATS OF LAND TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

LeORA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

Michael F. Hair, Jr. 2/8/18
MICHAEL F. HAIR, JR., MEMBER DATE

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA } ss.
COUNTY OF KERN

ON February 8, 2018 BEFORE ME, Claudia Sandoval NOTARY PUBLIC,
PERSONALLY APPEARED Michael F. Hair, Jr.

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON 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.

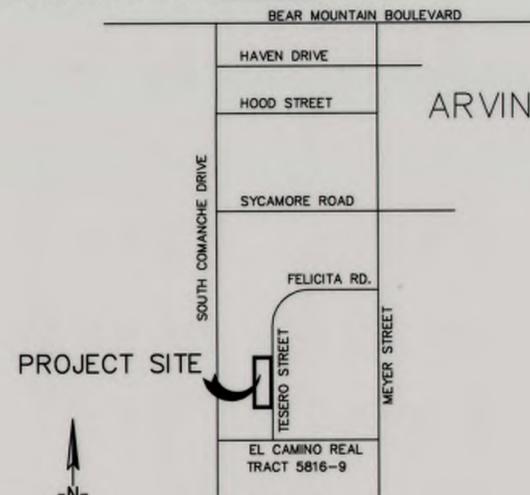
WITNESS MY HAND AND OFFICIAL SEAL

Signature *Claudia Sandoval*
Name (Typed or Printed)



COMMISSION NO. 2202192

MY COMMISSION EXPIRES: June 22, 2021



VICINITY MAP
NTS

CITY COUNCIL'S CERTIFICATE

THE CITY COUNCIL OF THE CITY OF ARVIN HEREBY ORDERS THAT THE MAP OF TRACT No. 7321 IS APPROVED, THAT ALL EASEMENTS AND ACCESS RIGHTS SHOWN UPON THIS MAP AND HEREON DEDICATED BE AND THE SAME ARE HEREBY ACCEPTED FOR THE PURPOSE OR PURPOSES FOR WHICH THE SAME ARE OFFERED, AND THAT THE STREETS SHOWN UPON THIS MAP AND HEREON OFFERED FOR DEDICATION BE AND THE SAME ARE HEREBY ACCEPTED FOR PUBLIC USE SUBJECT TO CONSTRUCTION OF ALL IMPROVEMENTS BY THE SUBDIVIDER AND ACCEPTANCE OF ALL IMPROVEMENTS BY THE CITY. IT DIRECTS THE CLERK OF THIS COUNCIL TO ENDORSE UPON THE FACE OF THIS MAP, THIS ORDER AUTHENTICATED BY THE SEAL OF THE CITY COUNCIL OF THE CITY OF ARVIN, AND IT HEREBY WAIVES, PURSUANT TO THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT, THE REQUIREMENT OF SIGNATURES OF THE FOLLOWING INTERESTS:

NAME	INTEREST
CITY OF ARVIN	EASEMENTS FOR PUBLIC UTILITIES AND STORM DRAIN PER TRACT MAP No. 5816 PHASE 9, FILED IN MAP BOOK 56, PAGES 171-176 IN THE KERN COUNTY RECORDER'S OFFICE.

CITY CLERK'S CERTIFICATE

I, CECILIA VELA, CITY CLERK OF THE CITY COUNCIL OF THE CITY OF ARVIN, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THE HEREIN EMBODIED MAP ENTITLED, "TRACT MAP 7321, CITY OF ARVIN, KERN COUNTY, CALIFORNIA", WAS PRESENTED TO THE CITY COUNCIL OF THE CITY OF ARVIN AT A REGULAR MEETING THEREOF HELD ON _____ DAY OF _____, 20____; AND THAT SAID COUNCIL THERE UPON, BY RESOLUTION NUMBER _____, APPROVED SAID MAP.

IN WITNESS WHEREOF, I HAVE HEREINTO, SET MY HAND THIS _____ DAY OF _____, 20____.

CECILIA VELA
CITY CLERK AND CLERK OF THE COUNCIL
OF THE CITY OF ARVIN, STATE OF CALIFORNIA

NOTICE

A PRELIMINARY SOILS REPORT DATED JANUARY 16, 2006 AND LETTER UPDATING THE REPORT DATED DECEMBER 13, 2016, HAS BEEN PREPARED BY SOILS ENGINEERING INC., UNDER THE SIGNATURE OF TONY M. FRANGIE (PE 39549) AND IS ON FILE IN THE OFFICE OF THE CITY ENGINEER.

CITY ENGINEER'S STATEMENT

I, ADAM A. OJEDA, HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OR APPROVED ALTERATIONS THEREOF, THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND TITLE 16 OF THE CITY MUNICIPAL CODE APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

CITY ENGINEER, CITY OF ARVIN DATE
ADAM A. OJEDA C 79842

PLANNING COMMISSION CERTIFICATE

This is to certify that this final map subsequently conforms to the tentative map recommended by the Planning Commission at a duly authorized meeting held on the March 28, 2017 and approved by the City Council at a duly authorized meeting held on the _____ day of _____ 20____.

SECRETARY OF THE PLANNING COMMISSION

CITY SURVEYOR'S STATEMENT

I, AARON G. BYRD, HEREBY STATE THAT I HAVE EXAMINED THIS MAP, AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

CITY SURVEYOR, CITY OF ARVIN DATE
AARON G. BYRD PLS 7972

RECORDER'S STATEMENT

FILED IN BOOK _____ OF MAPS AT PAGE _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF KERN, THIS _____ DAY OF _____, 20____ AT _____ M., AT THE REQUEST OF MICHAEL E. DAUSTER

BY: _____ DEPUTY RECORDER
JON LIFQUIST
KERN COUNTY ASSESSOR/RECORDER

LINE TABLE		
LINE	LENGTH	BEARING
L1	2.07	S 57°23'44" E
L2	28.28	N 44°49'13" W
L3	28.28	S 45°10'47" W

CURVE TABLE				
CURVE	LENGTH	RADIUS	TANGENT	DELTA
C1	4.89	25.00	2.45	11°12'28"
C2	3.80	25.00	1.90	08°42'43"
C3	8.69	25.00	4.39	19°55'11"
C4	84.05	92.00	45.21	52°20'40"
C5	52.14	92.00	26.79	32°28'25"
C6	31.91	92.00	16.11	19°52'14"
C7	25.12	300.00	12.57	04°47'49"
C8	86.39	55.00	55.00	90°00'00"
C9	25.03	300.00	-	04°46'49"

TRACT No. 7321

CONSISTING OF 3 SHEETS IN THE CITY OF ARVIN
 BEING A DIVISION OF A PORTION OF LOT 82 OF TRACT MAP NO. 5816
 PHASE 9 AS PER MAP RECORDED DECEMBER 5, 2006 IN MAP BOOK 56,
 PAGES 171-176 INCLUSIVE IN THE OFFICE OF THE KERN COUNTY
 RECORDER, ALSO BEING A PORTION OF NORTHEAST QUARTER OF SECTION
 35 TOWNSHIP 31 SOUTH, RANGE 29 EAST, MOUNT DIABLO BASE AND
 MERIDIAN, IN THE CITY OF ARVIN, COUNTY OF KERN, STATE OF CALIFORNIA.

20 LOTS
 2.58 GROSS ACRES

BASIS OF BEARINGS

THE BEARING N00°10'47"E SHOWN FOR THE CENTERLINE OF TESORO DRIVE AS SHOWN ON TRACT NO. 5816 PHASE 8 FILED IN MAP BOOK 56 AT PAGES 93-100 IN THE OFFICE OF THE KERN COUNTY RECORDER, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

- FD. CONCRETE MONUMENT IN LH MK'D RCE 9553 PER TRACT 5816 PH. 8, PER M.B. 56, PG. 93
- FD. CONCRETE MONUMENT PER TRACT 5816-9 PER M.B. 56, PG. 171 AND PER CERTIFICATE OF CORRECTION RECORDED AUGUST 23, 2017 AS DOC. NO. 0217113152
- ▲ SET 2" I.P. TAGGED L.S. 9047
- FD. MONUMENT AS DESCRIBED
- () RECORD PER TRACT 5816-9, M.B. 56, PG. 171-176
- [] RECORD PER TRACT 5816-8, M.B. 56, PG. 93-100
- O.R. OFFICIAL RECORD
- SF SQUARE FEET
- P.U.E. PUBLIC UTILITIES EASEMENT (PER TRACT 5816 PH. 9)
- LH LAMPHOLE
- RAD. RADIAL

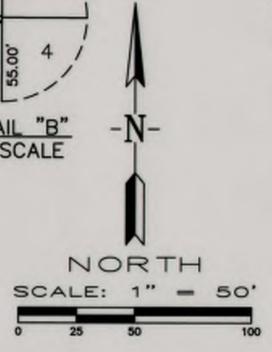
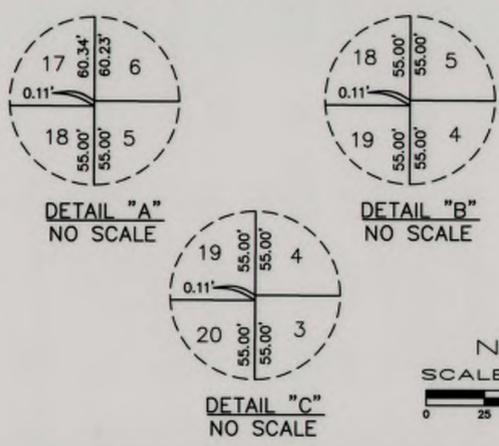
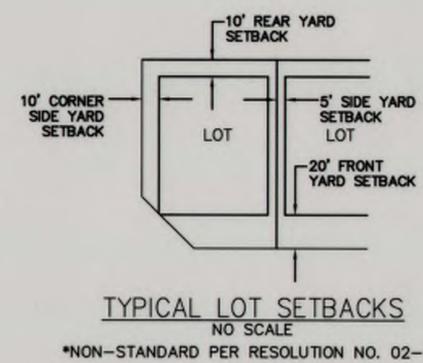
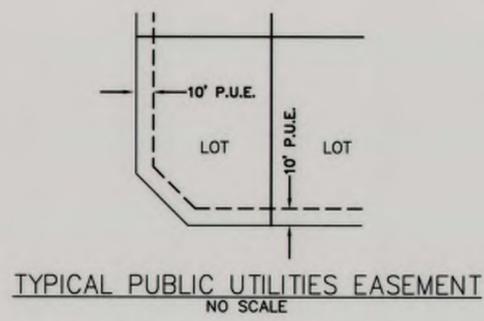
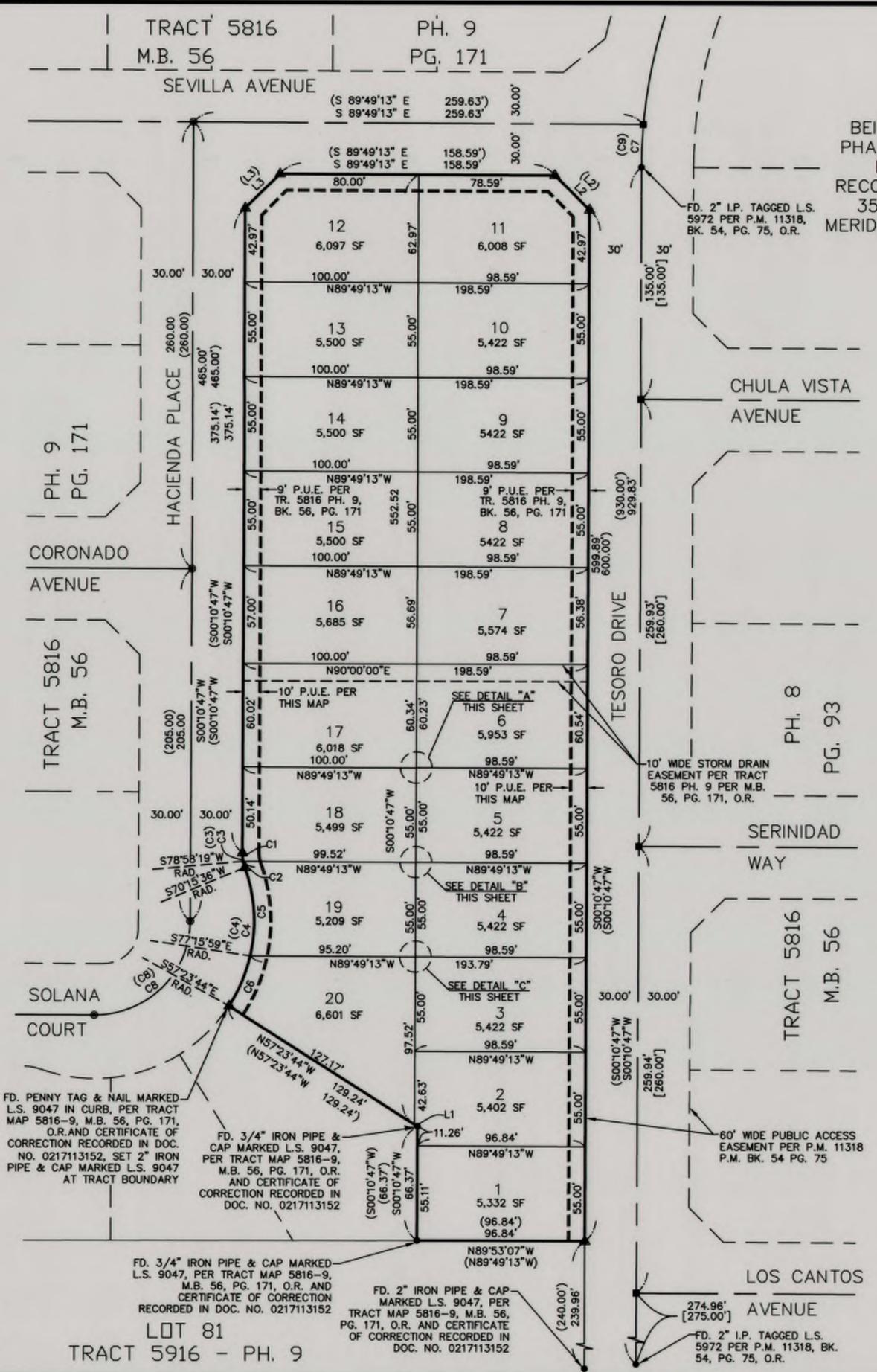
NOTES

THE DISTINCTIVE BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP. ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
 SET 3/4" IRON PIPE & CAP MARKED L.S. 9047 AT ALL REAR LOT CORNERS. SCRIBED TOP OF CURB AND SET TAG L.S. 9047 THEREON AT PROJECTION OF LOT LINE IN LIEU OF FRONT CORNERS.

RECORDER'S STATEMENT

FILED IN BOOK _____ OF MAPS AT PAGE _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF KERN, THIS _____ DAY OF _____ 20__ AT _____ M., AT THE REQUEST OF MICHAEL E. DAUSTER

BY: _____
 JAMES W. FITCH
 KERN COUNTY ASSESSOR/RECORDER



FD. PENNY TAG & NAIL MARKED L.S. 9047 IN CURB, PER TRACT MAP 5816-9, M.B. 56, PG. 171, O.R. AND CERTIFICATE OF CORRECTION RECORDED IN DOC. NO. 0217113152, SET 2" IRON PIPE & CAP MARKED L.S. 9047 AT TRACT BOUNDARY

FD. 3/4" IRON PIPE & CAP MARKED L.S. 9047, PER TRACT MAP 5816-9, M.B. 56, PG. 171, O.R. AND CERTIFICATE OF CORRECTION RECORDED IN DOC. NO. 0217113152

FD. 2" IRON PIPE & CAP MARKED L.S. 9047, PER TRACT MAP 5816-9, M.B. 56, PG. 171, O.R. AND CERTIFICATE OF CORRECTION RECORDED IN DOC. NO. 0217113152

FD. 2" I.P. TAGGED L.S. 5972 PER P.M. 11318, BK. 54, PG. 75, O.R.

TRACT No. 7321

CONSISTING OF 3 SHEETS IN THE CITY OF ARVIN
BEING A DIVISION OF A PORTION OF LOT 82 OF TRACT MAP NO. 5816
PHASE 9 AS PER MAP RECORDED DECEMBER 5, 2006 IN MAP BOOK 56,
PAGES 171-176 INCLUSIVE IN THE OFFICE OF THE KERN COUNTY RECORDER,
ALSO BEING A PORTION OF NORTHEAST QUARTER OF SECTION 35 TOWNSHIP
31 SOUTH, RANGE 29 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE
CITY OF ARVIN, COUNTY OF KERN, STATE OF CALIFORNIA.

20 LOTS

2.58 GROSS ACRES

ADDITIONAL INFORMATION

ALL EASEMENTS SHALL BE KEPT OPEN, CLEAR AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND. ALL OBSTRUCTIONS, INCLUDING UTILITY POLES AND LINES, TREES, POLE SIGNS, FENCES, OR SIMILAR OBSTRUCTIONS, SHALL BE REMOVED FROM THE ULTIMATE ROAD RIGHT-OF-WAY. COMPLIANCE WITH THIS REQUIREMENT IS THE RESPONSIBILITY OF THE APPLICANT AND MAY RESULT IN SIGNIFICANT FINANCIAL EXPENDITURES.

THE SUBDIVIDER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF ARVIN IT'S AGENTS, OFFICERS AND EMPLOYEES FROM ANY AND ALL CLAIMS, ACTIONS OR PROCEEDINGS AGAINST THE CITY OF ARVIN, ITS AGENTS, OFFICERS AND EMPLOYEES TO ATTACK, SET ASIDE, VOID OR ANNUL, ANY APPROVAL BY THE CITY OF ARVIN AND ITS ADVISORY AGENCY, APPEAL BOARD OR A LEGISLATIVE BODY CONCERNING A SUBDIVISION, WHICH ACTION IS BROUGHT WITHIN THE TIME PERIOD PROVIDED FOR IN SECTION 66499.37 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA. THE CITY OF ARVIN SHALL PROMPTLY NOTIFY THE SUBDIVIDER OF ANY CLAIM OR PROCEEDINGS AND SHALL COOPERATE FULLY IN THE DEFENSE. IF THE CITY FAILS TO DO SO, THE SUBDIVIDER SHALL NOT THEREAFTER BE RESPONSIBLE FOR DEFEND, INDEMNIFY OR HOLD THE CITY HARMLESS.

THE DEPARTMENT OF CONSERVATION/DIVISION OF OIL AND GAS AND GEOTHERMAL RESOURCES HAS IDENTIFIED NO ACTIVE OR KNOWN ABANDONED WELLS WITHIN THE PROJECT SITE; HOWEVER SHOULD ANY PLUGGED, ABANDON OR UNRECORDED WELL(S) BE UNCOVERED OR DAMAGED DURING GRADING AND CONSTRUCTION ACTIVITIES, THE DEPARTMENT OF CONSERVATION/DIVISION OF OIL AND GAS AND GEOTHERMAL RESOURCES SHALL BE CONTACTED TO INSPECT AND APPROVE ANY REMEDIATION REQUIRED.

IF DURING THE COURSE OF PROJECT-RELATED ACTIVITIES, UNKNOWN ARCHAEOLOGICAL OR CULTURAL RESOURCES ARE DISCOVERED, WORK SHALL BE STOPPED IN THE IMMEDIATE VICINITY. A QUALIFIED ARCHAEOLOGIST SHALL BE CONTACTED TO EVALUATE THE FIND. A COPY OF THE ARCHAEOLOGIST'S EVALUATION SHALL BE SUBMITTED TO THE CITY OF ARVIN COMMUNITY DEVELOPMENT DEPARTMENT AND ANY MEASURES RECOMMENDED BY THE ARCHEOLOGIST SHALL BE IMPLEMENTED PRIOR TO RESUMPTION OF THE WORK IN THE AREA.

RECORDER'S STATEMENT

FILED IN BOOK _____ OF MAPS AT PAGE _____ IN THE OFFICE OF THE
COUNTY RECORDER OF THE COUNTY OF KERN, THIS _____ DAY OF _____,
20__ AT _____ M., AT THE REQUEST OF MICHAEL E. DAUSTER

JAMES W. FITCH
KERN COUNTY ASSESSOR/RECORDER

BY: _____
DEPUTY RECORDER

WHEN RECORDED MAIL TO:

CITY OF ARVIN
Attn: City Clerk
200 Campus Drive
Arvin, CA 93203

NO FEE – Government Code Section 6103

City of Arvin
Planning Department
141 Plumtree Drive, Arvin, CA 93203
Phone: 661-854-6183

AGREEMENT NO. _____

**SUBDIVISION IMPROVEMENT AGREEMENT
TRACT NO. 7321**

THIS AGREEMENT, is entered into this 3rd day of April, 2018 by and between the CITY OF ARVIN, a municipal corporation ("City") and LEORA LLC, a California limited liability company ("Subdivider"). City and Subdivider are jointly referred to herein as "the Parties".

RECITALS

WHEREAS, the City of Arvin entered into a Development Agreement with Sycamore Villas, LLC pursuant to Government Code section 65864 et. seq. on February 6, 2003; and

WHEREAS, that Development Agreement and any amendments thereto will be referred to herein as the "Development Agreement"; and

WHEREAS, that Development Agreement allows for Sycamore Villas to sell land to third parties provided that, among other requirements, that the third party purchaser represents to the City of Arvin in writing that it will be bound to the Development Agreement, and assumes all liabilities and benefits that flow from the Development Agreement; and

WHEREAS, Subdivider has represented to the City of Arvin that it has acquired title to a portion of the Sycamore Villas, LLC, property, which was subject to the Development Agreement as amended between the City of Arvin and Sycamore Villas; and

WHEREAS, effective May 5, 2017, the City and Subdivider amended the Development Agreement by document entitled (for the sake of reference) "Third Amendment to Development Agreement," (Agreement No. 2017-06), which was recorded by the City on May 25, 2017, in the Kern County Official Records as Document Number 217066767, and recorded by Subdivider on June 13, 2017, in the Kern County Official Records as Document Number 217075798; and

WHEREAS, Subdivider is developing and subdividing land in the City of Arvin, under the provisions of the Subdivision Map Act (Government Code Sections 66410 et. seq., referred to as the "Map Act"), the Development Agreement and the provisions of the Subdivision Ordinance of the City of Arvin (Arvin Municipal Code), referred to as the "Ordinance"; and

WHEREAS, the subdivision which Subdivider is creating is Tract 7321, comprised of a former park site of Tract 5816, and shall be referred to herein as "the Subdivision"; and

WHEREAS, the tentative map has been approved by the Planning Commission of the City (Advisory Agency), subject to certain approved exceptions and conditions; and

WHEREAS, Subdivider has submitted the final map to the Arvin City Council for approval in accordance with the Map Act, the Development Agreement as amended and the Ordinance and said final map shall be referred to as the "Final Subdivision Map of Tract 7321" or "Final Subdivision Map"; and

WHEREAS, Subdivider has complied with all provisions of the Map Act, the Ordinance and provisions of the Development Agreement applicable to the Subdivision, excepting only that Subdivider has not formally completed the improvement work therefor (although Subdivider has already installed the public improvements required for Tract 7321, but said public improvements have yet to be dedicated to, and accepted by, the City) , but desires to enter into an agreement with City to complete the required improvement work within the time and manner provided herein; and

WHEREAS, the Arvin City Council is willing to approve the Final Subdivision Map, and to accept on behalf of City all of the streets, alleys, easements and pedestrian ways dedicated thereon or deeded to City in connection therewith, under the terms and conditions hereinafter more particularly set forth.

AGREEMENT

NOW, THEREFORE, incorporating the foregoing recitals herein, City and Subdivider mutually agree as follows:

I.

Concurrently upon the execution of this Agreement and upon posting by Subdivider of the Improvement Security as mentioned herein, City, by and through its City Council, does hereby agree to approve the Final Subdivision Map of Tract 7321, and to accept all streets, alleys, easements and pedestrian ways dedicated thereon or deeded by Subdivider to City in connection therewith. Improvement Security shall be as hereinafter provided for, to be approved by the Arvin City Council and shall be in the amounts fixed by said City Council.

II.

For and in consideration of the approval of the Final Subdivision Map, and for and in consideration of the acceptance of the streets, alleys, easements and pedestrian ways dedicated thereon or deeded to City in connection therewith, Subdivider hereby agrees as follows:

Subdivider shall construct, at its sole cost and expense, those improvements, shown on the final map, all as approved by the City Engineer, and all of which are incorporated in this Agreement by reference as a part hereof..

1. IMPROVEMENTS CONSTRUCTED:

- (a) Subdivider shall construct and improve all of the Easements and Pedestrian Ways dedicated to City or deeded by Subdivider to City in connection therewith, pursuant to and in accordance with those provisions of the Arvin Municipal Code applicable thereto and, more particularly pursuant to and in accordance with the final map or any Subdivision Improvement Plans approved and signed by the City Engineer. Street

improvements consisting of sidewalk, drive approaches, and related concrete work as per the final map and any Street Improvement Plan shall be constructed at the time the Tract 7321 is developed.

- (b) Subdivider shall install a Water Distribution System, including the construction and installation of all pipelines, appurtenances, and services to each lot, pursuant to and in accordance with those provisions of the Arvin Municipal Code applicable thereto, and as approved by the Arvin Community Water Services District, and more particularly to and in accordance with the final map and any Water Plan.
- (c) Subdivider shall install a Sanitary Sewer System, including the construction and installation of all pipelines, manholes, appurtenances, and laterals to each lot, pursuant to and in accordance with those provisions of the Arvin Municipal Code applicable thereto, and more particularly pursuant to and in accordance with the final map and any Sewer Plan.
- (d) Subdivider shall site grade, compact and improve building sites, so as to drain properly within the Subdivision, pursuant to and in accordance with the final map and any Grading Plan.
- (e) Subdivider shall construct all public utilities as required by Section 16.12.120 of the Arvin Municipal Code. Services from the public utilities, consisting of telephone, gas, electric, water, sewer and cable television service shall be provided for each lot within the Subdivision.

Subdivider shall furnish City with written statements from the providers of electricity, gas, telephone and cable television services, specifying that financial arrangements and terms for the installation of all electrical, gas, telephone and cable television services have been made for the Subdivision. The terms thereof shall guarantee the installation of said services to each lot as required at no cost to City and shall be subject to the approval of the City Engineer.

- (f) Subdivider shall provide for the setting or placement of all permanent monuments required for the Subdivision by Section 16.16.110 of the Arvin Municipal Code. Said permanent monuments shall be placed or set in accordance with said Municipal Code and shall be located in such positions and shall be of the character and type specified therein.
- (g) Subdivider shall remove, relocate or replace all obstructions, or otherwise make all necessary arrangements to have said obstructions relocated, at his own expense. Said obstructions and their removal and/or relocation shall appear on the Subdivision Improvement Plans, and shall not hinder any construction.

- (h) All changes, relocations or modifications required for the development of the Subdivision to existing city utilities, streets and facilities whether within the boundaries of the Subdivision or offsite, and all changes, relocations and modifications to other public utilities including, but not limited to electric, gas, water or telephone lines, caused by the development of the Subdivision shall be paid for by Subdivider, If Subdivider damages any public or private utility, said utility is to be repaired or replaced at Subdivider's expense.

2. MANNER OF CONSTRUCTION:

The improvements designated above shall be installed and constructed in accordance with all of the following:

- (a) Arvin Municipal Code.
- (b) The California Subdivision Map Act.
- (c) Approved plans, specifications and profiles (including the final map).
- (d) Standard City specifications and grades.
- (e) State of California Business and Transportation Agency Standard Specifications (Current Edition).
- (f) Good engineering practices and workmanlike manner.

3. TIME FOR COMPLETION:

All of said improvements shall be completed in full in accordance with the terms of this Agreement and to the satisfaction of the City Engineer within eighteen (18) months from the date of approval of this Agreement, to wit: on or before the 3rd day of April, 2019 , or any extension of said completion date granted by the City Council. Any work which affects any existing City maintained road or traffic thereon shall be completed within thirty (30) working days from start of work within the City maintained road.

4. INSPECTION AND APPROVAL OF WORK:

- (a) All improvement work shall be subject to inspection by the City Engineer or his designee and shall be found to be in substantial compliance with the approved Subdivision Improvement Plans and Arvin City Standards.
- (b) When all of the required improvement work has been satisfactorily completed, upon written application of Subdivider, the City Engineer or his designee shall inspect the

same within a reasonable time. if such improvement work meets City requirements, the City Engineer or his designee shall forward his recommendation to City Council showing the date of inspection and approval.

- (c) If the City Council approves the recommendation, it shall make its order accepting or approving the work of improvement.
- (d) Such order of acceptance or approval made by the City Council shall be deemed operative from the time of approval of the work of improvement by the City Engineer or his designee.
- (e) Except as otherwise provided, Subdivider and surety shall be deemed released from liability for damage or injury to such work so accepted by said Council, and from the maintenance thereof, from and after the time said order is operative. However, the foregoing provision shall not relieve Subdivider or its surety from any damage or injury to such work of improvement or any maintenance required therefor arising from any other work undertaken by Subdivider or its surety, or as may necessarily be done by City in the performance of any part of the required improvement work as a result of any default in the performance of this Agreement by Subdivider or its surety or arising from any willful act or negligent act or omission of Subdivider or its surety or their contractors, agents or employees, or arising from defective work or labor done or defective materials furnished in the performance of the Agreement.
- (f) At the time of making of the order of acceptance or approval of such work, as the case may be, said Council shall affect a reduction of the improvement security in accordance with other provisions of this Agreement.

5. CHANGES AND ALTERATIONS:

- (a) Subdivider shall make no change or alteration in such work except with written approval by the City Engineer.
- (b) Subdivider shall carry out such changes or alterations in such work as may be ordered by the City Engineer in the exercise of its reasonable discretion, as follows:
 - (i) As required by the Map Act;
 - (ii) As consistent with City ordinance, applicable at the time of approval of the Development Agreement; or
 - (iii) As made necessary by conditions of the soil, topography, drainage, flood hazard, or fire hazard not foreseen at the time of approval of the tentative map.

- (c) In any case, all changes or alterations in such work shall be otherwise performed and fully and timely completed in accordance with all other provisions of this Agreement.
- (d) Within sixty (60) days following City's acceptance of subdivision improvements, Subdivider shall provide City Engineer with original set of improvement plans containing the appropriate posted "Record Drawings" changes. Changes shall be clearly noted as changes on the Subdivision Improvement Plans.

6. GUARANTEE AGAINST DEFECTS:

Subdivider hereby guarantees all features of the work of improvement for a period of one (1) year following the acceptance of the work against defective work or labor done, or defective material furnished, in the performance of this Agreement; and Subdivider agrees to correct, repair or replace promptly when demanded by City all such defective work or labor done, or defective materials furnished, as may be discovered within such one (1) year period and reported to the City Council.

7. IMPROVEMENT SECURITY:

- (a) As provided for in Section 1616.020 of the Arvin Municipal Code, this Agreement shall be secured by good and sufficient security, which shall be filed with City prior to certification of the final map by the City Engineer. Such improvement security shall consist of either (1) a faithful performance bond or bonds by one or more duly authorized corporate sureties; or (2) a deposit, either with City or a responsible escrow agent or trust company, selected by City, of cash or negotiable bonds of the kind approved for securing deposits of public moneys, or (3) an irrevocable instrument of credit from one or more responsible financial institutions regulated by State or Federal government and pledging that the funds are on deposit and guaranteed for payment on demand by City. The forms of all documents relating to such security shall be subject to approval by the City Attorney. The corporate surety bond shall conform substantially with the form set forth in Section 66499.1 of the Map Act. The estimated cost of the various features of the work of improvement shall be used, if applicable, as the basis for the reduction of bonds in connection with the final completion of any feature of the work (or any unit thereof). Costs referred to herein are as set forth on the Costs Estimate for the Subdivision, as submitted for approval to, and on file in the office of, the City Engineer.
- (b) The estimated remaining cost of the various features of the work of improvement, to be used as the basis for determination of the amount of such security and for reduction of security in accordance with other provisions of this Agreement, is as follows:

*All works of improvement have been installed, but not dedicated or accepted. The remaining value of incomplete improvements is estimated at \$0.00.

- (c) No subdivision improvement performance security is required given the remaining estimated value of incomplete improvements is \$0.00. Subdivision improvement payment security shall be in the amount of \$6,604.00, which is of 10% of the Engineer's Estimate of \$66,041.00, which may then be "rolled over" as security of guarantee and maintenance of the work of improvement. Subdivider is required to provide security for the guarantee and maintenance of the work of improvement for a period of one (1) year following the completion and approval thereof, against defective work or labor done, or defective materials furnished, in the performance of this Agreement; and
- (d) Said security for guarantee and maintenance of the work of improvement shall be in the amount of \$6,604.00, which is of 10% of the Engineer's Estimate of \$66,041.00; and if such portion of the guarantee and maintenance security is:
 - (1) A cash deposit, suit may be maintained against the holder of such deposit; or
 - (2) A surety bond, suit may be maintained against the surety, or an instrument of credit, suit may be maintained against the financial institution of obligating itself as trustee on such instrument.

8. REDUCTION AND RELEASE OF SECURITY:

- (a) Improvement security (if any) may be reduced or released on order of the City Engineer in accordance with this Section.
- (b) Improvement security (if any) given for the faithful performance of the Agreement shall be reduced at the time and in the manner provided herein, subject to retention of security for defects as hereinafter provided.
- (c) Whenever improvement security (if any) is reduced on account of approval of units of the work such shall be subject to retention of security for defects and security against damage as hereinafter provided.
- (d) In any case, however, City in the exercise of its reasonable discretion shall retain ten percent (10%) of the improvement security, or require replacement security, for faithful performance to secure the maintenance and guarantee of such improvement work for a period of one (1) year following the operative date of the order of said Council for the acceptance or approval thereof, as the case may be, and (in the case of acceptance or approval of a unit of the improvement work as its progresses) to secure the maintenance and guarantee of the work of improvement so accepted or approved against damage thereto by any other work undertaken by Subdivider or its surety. The amounts of improvement security so retained shall be finally released one (1) year following the operative date of the order of the City Council for the acceptance or approval thereof, as the case may be, provided that no defective work or labor done

or defective materials furnished in the performance of the work has been discovered within such one (1) year period and reported in writing to the said Council, and further provided (in the case of acceptance of a unit or units of the improvement work as it progresses) that no damage has been done to the required improvement work so accepted by any other work undertaken by Subdivider or its surety.

- (e) Improvement security for payment to the contractor, or any of his subcontractors of any person renting equipment or furnishing labor or materials to them for the work of improvement may, six (6) months after the completion of the work of improvement and the making of the order for its acceptance or approval, as the case may be, be reduced to an amount not less than the total of all claims on which an action has been filed and notice thereof given in writing to City, and if no such action is filed, such improvement security may be released in full.

9 COMPLETION BY SURETY OR CITY:

- (a) If the City Council, in the exercise of its reasonable discretion, shall determine:
 - (1) That Subdivider has failed to properly and fully complete all of the work of improvement in accordance with this Agreement, and within the time (or any extension of time) provided herein; and
 - (2) That Subdivider has failed or neglected to begin work, or any feature of the work, within a time which will reasonably allow its completion within the time (or any extension of time) provided in this Agreement; or
 - (3) That Subdivider has created an unsafe or hazardous condition which requires immediate correction.
 - (4) That Subdivider has abandoned any of the work; or
 - (5) That Subdivider has failed to keep the work under direct control of a superintendent, manager, engineer or other competent agent.
 - (6) That Subdivider (if he shall be an individual) has been declared incompetent or placed under the care of a guardian or conservator, or has disappeared; or
 - (7) That Subdivider has filed a petition in bankruptcy or has been declared bankrupt; the City Council may determine to, and City may give Subdivider and its Surety fourteen (14) days' written notice to proceed with the work, without prejudice to any other remedy City may have in law or equity.

- (b) If the Surety shall proceed with the work, the Surety shall be subject to all of the provisions of this Agreement as in the case of Subdivider.
- (c) If Subdivider or its Surety shall fail or neglect to proceed with the work diligently and in good faith in accordance with this Agreement after such notice has been given, City may thereafter, at its sole option and without prejudice to any other remedy, provide the necessary supervision, equipment, materials and labor as it may determine necessary to undertake and complete the work of improvement or any part thereof in the manner required by this Agreement, by independent contract or by City forces, all for the account and at the expense of Subdivider, and Subdivider and its Surety shall be liable to City and shall pay City on demand, any expenses incurred by City in the course thereof.

10. INDEMNIFICATION PROVISIONS:

- (a) Subdivider shall, and it does hereby agree to hold harmless and indemnify City and its Council, officers and employees, from every liability, claim, suit or demand which may arise or may be made by reason of:
 - (1) Any act, omission or neglect of Subdivider, its engineers, employees, agents or contractor; or
 - (2) Any injury to any person, death of any person, or damage to any property, sustained by any person, firm or corporation while in or upon the parcel of land herein mentioned and for which Subdivider is legally liable (excepting negligence of City, or its officers or employees); or
 - (3) Any injury to or death of Subdivider or any officer or employee of Subdivider, or any damage to the property of any such person, firm or corporation, and for which Subdivider is legally liable (excepting any negligence of City or its officers or employees); or
 - (4) Any damage to or taking of any property arising from said plans, specifications or profiles, or arising from the work of construction or the conduct thereof.
- (b) Subdivider at its own cost, expense and risk shall defend all legal proceedings which may be brought against City, its Council, officers and employees, on any liability suit, claim or demand which it has agreed indemnify them against herein, and shall satisfy any resulting judgment that may be rendered against any of them.
- (c) It is mutually agreed that Subdivider's surety under the improvement security for faithful performance, if any, shall not be deemed liable for performance of any of the foregoing provisions of this section, unless said surety shall undertake the completion

of any improvement or the conduct of work required to be done under this Agreement, and then only to the extent of any act, omission or neglect of the Surety, its engineers, employees, agents or contractors in the course of the completion of such improvements or the conduct of such work by said Surety.

11. ATTORNEY'S FEES ON SUIT:

If any suit be brought by the City for the recovery of any sum due under this Agreement, for any damages for the breach of this Agreement, or to compel the performance of this Agreement, the City shall be entitled to such portion of such reasonably attorney's fees as the Court may determine, in addition to its cost of suit.

12. INSURANCE REQUIREMENTS:

- (a) Subdivider shall at all times during the course of any of the improvement work, secure and maintain, and shall cause its contractors to secure and maintain, in the manner required by law, workers' compensation insurance as required by the California Labor Code and amendments thereto, and shall furnish to City satisfactory evidence thereof.
- (b) Subdivider shall maintain, and pay premiums on, a policy of comprehensive liability insurance in the amounts given below, in form and with insurance companies satisfactory to City, containing an endorsement including City, its Council, officers and employees as additional named insured.
- (c) The limits of said policy shall be in amounts not less than Bodily Injury, \$500,000 per person and \$1,000,000 per accident; and Property Damage \$500,000 per accident and \$1,000,000 aggregate amount.
- (d) Prior to undertaking any work of construction, Subdivider shall file with the City Clerk, a true copy of said policy of insurance, with the endorsement thereon aforementioned, certified by the carrier. Subdivider shall continue to so maintain said policy and pay the premiums thereon for a period of one (1) year from and after the acceptance or approval, as the case may be, of the entirety of the improvement work.
- (e) In case the estimated cost of the required work of improvement is found to be less than \$10,000, the City Council may approve limits of insurance coverage in lesser amounts than those specified in (c) above.

13. IMPACT FEE:

Subdivider shall pay the impact fee charges at the rates set forth in Paragraph 7 of the Third Amendment to Development Agreement.

14. FEES AND REIMBURSEMENTS:

Subdivider agrees to pay fees and costs consistent with the requirements of the Development Agreement, as amended.

15. MAINTENANCE DISTRICTS:

As part of the conditions of approval, Subdivider hereby agrees to enter into a Maintenance District for the City of Arvin Lighting and Landscaping Maintenance District #2 with respect to the Landscaping and Lighting Act of 1972.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the day and year first above written.

“CITY”

CITY OF ARVIN,
a municipal corporation

By: _____
Jose Gurrola, Mayor

April _____, 2018

ATTEST:

Cecilia Vela, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Shannon Chaffin, City Attorney

RECOMMENDED FOR APPROVAL

DEWALT, INC

By: _____
Adam Ojeda, City Engineer

“SUBDIVIDER”

LEORA, LLC,
a California limited liability company

By: _____
Michael F. Hair, Managing Member

April _____, 2018

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

APPROVED AS TO FORM:

By: _____
Name:
Title:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
 COUNTY OF _____
 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 <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____	_____ TITLE OR TYPE OF DOCUMENT
_____ SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____ NUMBER OF PAGES
_____ _____	_____ DATE OF DOCUMENT
	_____ SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT B
Conditions of Approval
Vesting Tentative Subdivision Map No. 7321

COMMUNITY DEVELOPMENT DEPARTMENT

GENERAL (G)

G-1 Hold Harmless Requirement: The applicant or applicant's successor in interest shall indemnify, defend and hold harmless the City of Arvin, its agents, officers and employees from any and all claims, actions or proceedings against the City of Arvin, its agents, officers and employees to attach, set aside, void or annul any approval by the City of Arvin and its advisory agency, appeal board or legislative body concerning this application which action is brought within applicable statutes of limitations. The City of Arvin shall promptly notify the applicant or applicants' successor in interest of any claim or proceedings and shall cooperate fully in the defense. If the City fails to do so, the applicant or applicants' successor in interest shall not thereafter be responsible to defend, indemnify or hold the City of Arvin harmless. The condition may be placed on any plans or other documents pertaining to this application.

G-2 All exhibits and references identified in the following conditions and the resolution approving this project are conditions of approval unless otherwise waived. Therefore all requirements, conditions, mitigation measures, standards, policies are to be implemented by the project applicant and successors in interest unless specifically waived by the City of Arvin.

G-3 There may also be conditions that are incorporated in the project approval that are not specific and are subject to interpretation, review and approval or conditional approval by City staff that are not established by City ordinance, resolution, policy, etc. Those conditions give authority to City Staff to use their judgment in the final resolution of the issue identified. City Staff identified in the condition shall interpret the compliance of those condition(s) at their discretion. This may create costs to the project that are not otherwise clearly identified.

G-4 The projects are subject to the CEQA review process and Mitigation Measures are adopted for the project, those mitigation measures are conditions of approval and are the obligation of the project applicant to fully implement and comply with the requirements established.

MITIGATION MONITORING PROGRAM (MMP)

MPM-1 Implementation of the Mitigation Agreement as signed by the applicant on February 23, 2017 shall be subject to implementation prior to, concurrent with, and implementation and development of this project.

ARVIN MUNICIPAL CODE (AMC)

AMC-1 Each lot, and subsequent owners of interest, shall be subject to the City of Arvin, Municipal Code entire ordinance in effect and as may be amended from time to time.

LANDSCAPING REQUIREMENTS AND LIGHTING AND LANDSCAPING DISTRICT FORMATION (LR)

LR-1 The applicant shall provide front yard landscaping. Landscaping shall incorporate native species of water conserving trees and shrubs. All landscaping and planting plans shall be submitted to the Community Development Department and Public Works Department for review and approval prior to issuance of any building permits. These plans shall include all on-site landscaping specifications and details (i.e. species list, irrigation plans, soil preparation methods, etc.).

LR-2 Street trees shall be approved by the City and shall be incorporated into the landscaping of the units. One (1) fifteen (15) gallon size tree shall be utilized for each lot. Two (2) trees shall be required for corner lots. The street trees are the responsibility of the future homeowner and may not be removed without approval of the Community Development Department. Subsequent replacement shall be at the expense of the future homeowner.

LR-3 The applicant shall be required to design, install, and maintain all irrigation and landscaping that is required within the public right of way or public area until such time as a Lighting and Landscape District is functional.

LR-4 The applicant shall, at their own cost, be required to join Landscape and Lighting Maintenance District No. 1 concurrently with the recordation of the final map or prior to the issuance of the first building permit – excepting City of Arvin approved models.

FINAL MAP REQUIREMENTS (FMR)

FMR-1 The final map proposed to be recorded shall be in substantial conformance with the approved tentative map.

FMR-2 The following conditions shall be satisfied prior to recordation:

1. In accordance with section 66465 of the Subdivision Map Act, a title guarantee dated within 30 days of recordation of the Tract Map shall be submitted to the City Engineer.
2. In accordance with Sections 66464, 66492 and 66493 of the Subdivision Map Act, a Tax Collectors Certificate, Assessors Tax Estimate, and security (if necessary) shall be submitted to the City Engineer prior to recordation of the final map.
3. The tract map must contain an owners' statement, signed and acknowledged by all persons having right, title or interest in and to the property being divided. A request for waiver of signatures of parties owning rights -of -way, easements, or interests which cannot ripen into fee must also accompany the final map in accordance with Section 66445 (f) of the Subdivision Map Act. Owner's statement may be recorded on a separate document rather than appear on the map, provided the recording information appears on the map.
4. In accordance with Section 66436 (A)(i) of the Subdivision Map Act, any public entity or public utility owning rights-of-way, easements, or other interests which cannot ripen into fee must be advised by certified mail of the division of the property. The City Engineer will require a letter from these parties stating that the development will not unreasonably interfere with the free and complete exercise of the right-of-way or easement within the boundaries of this development.
5. The final tract map shall show all existing easements of record on the map.
6. In accordance of Section 66434.2 of the Subdivision Map Act, Information required by the conditions of approval shall be in the form of an additional map sheet.

FMR-3 Street names have been established, however addressing shall be assigned prior to or concurrent with the recording of the final map.

FMR-4 The following requirement(s) shall appear as a note(s) on the final map:

All easements shall be kept open, clear and free from buildings and structures of any kind. All obstructions, including utility poles and lines, trees, pole signs, fences, or similar obstructions, shall be removed from the ultimate road right-of-way. Compliance with this requirement is the responsibility of the applicant and may result in significant financial expenditures.

FMR-5 Prior to recording Final Map, clearance from utility companies shall be required.

FMR-6 Prior to issuance of building permits, the applicant shall provide to the City of Arvin, Engineer two (2) copies of the final map. Two hard-copies

and a computer diskette in Auto-Cad format.

FMR-7 The Final Map shall include the following Certificate:

PLANNING COMMISSION CERTIFICATE

This is to certify that this final map subsequently conforms to the tentative map recommended by the Planning Commission at a duly authorized meeting held on the March 28, 2017 and approved by the City Council at a duly authorized meeting held on the ___th day of _____ 2017.

Secretary of the Planning Commission

CITY CLERK’S STATEMENT

I, Cecilia Vela, City Clerk of the City Council of the City of Arvin, State of California, do hereby certify That the herein embodied map entitled, “Tract Map 7321, City of Arvin, Kern County, California”, was presented to the City Council of the City of Arvin at a regular meeting thereof held on _____day of “Month”, “Year”: and that said Council there upon, by Resolution Number “###”, approved said map.

In Witness Hereof, I have hereinto, set my hand this _____day of _____ “Month”, _____”Year”.

Cecilia Vela
City Clerk and Clerk of the Council
Of the City of Arvin, State of California

FMR-8 The final map for each phase shall be prepared in accordance with the State Subdivision Map Act and local ordinances.

FMR-9 A Current title report (less than 90 days old) shall be submitted with the final map. The title report shall include entire legal boundary of property being subdivided.

FMR-10 Closure calculations shall be submitted at the time of initial map check submittal. All calculated points within the map shall be based upon one common set of coordinates. All information shown on the map shall be directly verifiable by information shown on the closure calculation printout. The points of beginning shall be clearly defined and lot areas shall be shown and verifiable from information shown on the closure calculation printout. The area of each lot shall be indicated on the final map in square feet.

FMR-11 The Subdivider shall pay all applicable taxes, fees and charges at the rate and amount in effect at the time such taxes, fees and charges become due and payable

FMR-12 For each phase of this project, the Subdivider shall enter into a separate subdivision improvement agreement with the City provide an engineer's estimate for public improvements with a 20% contingency approved by the City Engineer, provide securities for faithful performance and labor and material as required by the State Subdivision Map Act and City of Arvin base on 100% of the engineer's estimate, and pay all appropriate fees at the time that such fees are due and payable.

FMR-13 The subdivider shall dedicate or cause to dedicate appropriate easements for proposed City maintained facilities if such facilities are located outside of City right-of-way.

FMR-14 The subdivider shall be required to obtain all necessary permits from all agencies having jurisdiction over property being developed.

FMR-15 A final map shall be prepared by a licensed land surveyor or engineer in conformance with the requirements of the City and the Subdivision Map Act.

FMR-16 If multiple maps are recorded a "phasing plan" showing all necessary infrastructure shall be prepared and approved by the Community Development Director and City Engineer.

FMR-17 If multiple final maps are recorded a Master Plan shall be prepared and approved by the City showing the ultimate concept for grading, storm drainage, water systems, sanitary sewer, circulation and lotting.

FMR-18 Street monuments shall be set at all intersections, beginning and ends of curves, at all changes in horizontal alignment and in all cul-de-sacs.

FMR-19 The roads, easements, rights of way and public lands shall be offered for dedication to the City of Arvin, if any, on the final map.

FMR-20 A permanent survey marker shall be set at all lot corners

FMR-21 All phasing shall have improved irrevocable offer of dedication and rights-of-way on and off-site, meeting City Standards necessary to serve that phase(s).

FLOOD PREVENTION (FP)

FP-1 The entire subdivision is within the Flood Insurance Rate Map Zone X. Improvements to comply with the requirements of the Arvin Municipal Code Title 15.32 Floodplain Management for development in an X zone.

FEE REQUIREMENTS (FR)

FR-1 The project shall be subject to those fees as established by the City of Arvin Third Amendment to Development Agreement for Tract 5816 as amended between LEORA, LLC and the City of Arvin.

FR-2 All fees due and payable to the City of Arvin shall be paid prior to recording of the final map unless otherwise set forth in the Third Amendment to Development Agreement.. In addition, there may be other items required in order to satisfy conditions of the map such as performance bonds and certificates of deposit to guarantee improvements, or payments as may be required by the Third Amendment to Development Agreement.

BUILDING DIVISION (BD)

BD-1 All construction shall comply with the 2013 Uniform Building Code, Plumbing Code, Mechanical Code and the 2013 California Electrical Code

BD-2 The construction site shall provide on-site sanitary facilities.

BD-3 Building permits shall not be issued until clearance is received from the Kern County Fire Department and the Arvin Unified School Districts that impacts impacts have been satisfied.

BD-4 Building permits shall not be issued until clearance is received the City of Arvin City Engineer and Community Development Department.

BUILDING PERMIT ISSUANCE REQUIREMENTS (BPIR)

BPIR-1 Each lot shall be tested, including at least one compaction test, by a soils engineer certifying at least 90% relative compaction prior to pouring of foundation. Test results to be provided to the Building Official. This shall be completed to the satisfaction of the Building Official or designated representative.

BPIR-2 A letter from a Licensed Land Surveyor certifying elevation of pads to the design engineer. The Engineer shall certify the pads conform to the grading plan in respect to drainage and grades. The report shall be provided to the Building Official prior to issuance of a building permit. (Modified 3-19-17)

BPIR -3 All building, grading, excavation, shall be subject to Title 15 – Buildings and Construction code entire ordinance in effect and as may be amended from time to time.

School District Clearance (SDC)

SDC-1 Prior to issuance of any building permits, the developer shall provide the City with evidence of agreement between the developer and affected school districts that school impacts have been mitigated.

PUBLIC WORKS DEPARTMENT/CITY ENGINEER (PW/CE)

General Requirements

PW/CE-1 All properties shall be connected to the City of Arvin street, sewer, and storm drainage facilities.

PW/CE-2 The applicant must submit a list of subcontractors to the Public Works Director/City Engineer and Building Division prior to start of any grading, excavation, or construction.

PW/CE3 A Note shall be placed on the Improvement Plans stating that:

The Subdivider shall indemnify, defend and hold harmless the City of Arvin it's agents, officers and employees from any and all claims, actions or proceedings against the City of Arvin, its agents, officers and employees to attack, set aside, void or annul, any approval by the City of Arvin and its advisory agency, appeal board or a legislative body concerning a subdivision, which action is brought within the time period provided for in Section 66499.37 of the Government Code of the State of California. The City of Arvin shall promptly notify the Subdivider of any claim or proceedings and shall cooperate fully in the defense. If the City fails to do so, the Subdivider shall not thereafter be responsible for defend, indemnify or hold the City harmless.

PW/CE-4 Developer and/or contractor shall meet the requirements of CAL-OSHA prior to construction.

PW/CE-5 Prior to installation of any improvements or beginning of any construction, the property owner shall:

- a) Obtain an encroachment permit from the City Engineer and grading permit from the Building Division.
- b) Submit evidence of liability insurance with the City of Arvin being named as additional insured in the amount as required by the City of Arvin.

GRADING (G)

G-1 A complete set of on and off-site grading, drainage, sewer and street improvements plans shall be prepared by a licensed Civil Engineer and submitted for reviewed and approved by the City Engineer prior to the final map being recorded.

G-2 As Built drawings shall be submitted to the City of Arvin prior to acceptance of the improvements. Erosion control measures shall be incorporated into the construction plans.

G-3 A soils report shall be prepared by a Registered Civil Engineer for the subdivision indicating suitability for construction, recommendations for pavement sections (including sufficient R-value), trenching and back-fill, grading, detention/retention basins and excavations. The Registered Civil Engineer shall provide the City Engineer and Building Official with results of the soil sampling.

G-4 Each lot shall be tested, including at least one compaction test, by a soils engineer certifying at least 90% relative compaction prior to pouring of foundation. This shall be completed to the satisfaction of the Building Official or his representative.

G-5 Prior to the issuance of any building permits, the lot grades shall conform to the approved grading plan. A letter certifying the grades shall be provided to the City of Arvin Building Division from the design engineer.

G-6 An erosion control plan shall be submitted with the grading plan for approval by the City Engineer.

G-7 The applicant shall comply with the Regional Water Quality Control Board Construction General Permit Order 2009-0009 DWQ as amended by 2010-0014 DWQ and 2012-006 DWQ. If the project requires a SWPPP or Erosivity Waiver the applicant will provide a waste discharge identification (WDID) number on the cover sheet of the grading plan.

G-8 If the finished grade of any lot or the subdivision perimeter, is more than one (1) foot lower or higher than any adjoining lot, a masonry block wall shall be constructed.

G-9 Prior to the issuance of grading permits, the plans and specifications shall include reference and conformance to the SJVUAPCD dust control measures and shall be subject to District Regulation VIII, Rule 8010, 8020, 8030, 8060 and 8070 of Regulation VII. The following notes(s) shall appear on all grading plans:

1. During grading operations, the applicant for a grading permit shall be responsible for the application of water to development sites to mitigate the impact of dust and PM10 (particulate) emissions. Spraying water should be sufficient to ensure that soils remain damp, with the frequency of spraying dependent on weather conditions.
2. During grading operations, all activity shall be restricted to periods of low wind to reduce dust emissions.

3. Construction speed limits will be posted at fifteen miles per hour (15 mph).
4. The applicant is prohibited from using any equipment producing noise of sufficient volume to disturb the sleep or repose of occupants of the neighboring property between 10:00 p.m. and 7:00 a.m. (AMC §12.04.200)

G-10 A grading plan shall show that the lowest finished floor elevation within the subdivision will be at least 12-inches above the gutter elevation. The maximum elevation of the storm drainage hydraulic grade line and the detention basin shall be 12-inches below the gutter line for a 50-year storm.

G-11 Unless otherwise approved, all residential lots shall drain to the to the public street and shall be collected in a public storm drain system

Grading-12 Drainage swales shall not occur along the common lot lines and must be contained within each lot.

STREETS (STREETS)

Streets - 1 Street name signs and traffic regulatory signs shall be provided by the Subdivider as required by the City Engineer and Community Development Director. No public traffic shall be allowed on streets until regulatory signs are in place and the street improvement punch list has been signed off by the City Engineer.

Streets-2 All roads shall be designed and constructed in conformance with the City Standards and any approved alterations thereto.

Streets-3 An approved all weather fire access road with adequate turning radius shall be provided prior to building construction. Approval shall be by the City Engineer and Kern County Fire District.

Streets-4 All existing and new utilities shall be placed underground and located in easements or rights-of-way. The utility companies must be consulted as to the location of the under grounding of existing and new utilities. The required easements shall be shown on the final map.

Streets-5 Traffic Striping shall be thermo plastic.

Streets-6 The developer shall contract with a street sweeping company to keep the streets clean. The sweeper shall sweep the streets once per week at a minimum until the City has determined that all construction work is complete and the City takes over the street sweeping contract. Upon approval of the City Engineer, once per week street

sweeping schedule may be adjusted based upon condition of the streets and requirements of the SWPPP and the Dust Control Plan.

Streets-7 All existing and new streets shall be improved to City of Arvin Standards. Should right of way not be obtained by the developer, the City of Arvin shall, in accordance with the provisions of the Subdivision Map Act, begin eminent domain proceedings, at the sole expense of the developer, if needed.

Streets-8 The Developer may request that a Benefit Assessment District be formed to recapture the cost of off-site road and utility improvements. The formation of the Benefit Assessment District shall be at the sole cost of the developer and said costs may be included in the repayment.

Streets-9 All streets shall be improved with curb, gutter, sidewalk and pavement as required by the City of Arvin Standards

Streets-11 Two point access shall be implemented and improved per City Standards.

Streets-12 All construction plans shall be submitted to the City Engineer for review and approval prior to construction. All utilities to be constructed within the on site and offsite shall be installed prior to pavement placement.

Streets-13 Since Tesoro Drive is currently paved the applicant will be required to place a 2” asphalt overlay over the section of pavement that is open trenched for sewer and water lateral. All sewer and storm drain manholes and water valves shall be raised to finish pavement grade within the overlay area by the applicant.

WATER (WATER)

Water-1 The water system shall be designed and constructed in conformance with the Arvin Community Service District’s Standards and their Water System Master Plan and any approved alterations thereto. Design and construction is subject to review and approval of the Arvin Community Services District. Two copies of approved water plans to be provided to the City Engineer.

Water-2 An approved water system including fire hydrants capable of supplying the required fire flow for fire protection shall be provided prior to building construction. Approval shall be by the City Engineer and Kern County Fire District.

Water-3 An approved water supply capable of supplying the domestic flow, in accordance with Title 22 of the State of California, and required fire flow for fire protection shall be provided prior to construction of any structures.

Water-4 All existing water wells shall be accurately located on the site plan. All water wells shall be destroyed in accordance with the requirements of the Kern County Public Health Services Department/ Environmental Health Division.

Water-5 Arvin Community Services District correspondence dated February 23, 2017, approved a Will Service Application for Tentative Tract 7321, on file at the Community Development Department.

SANITARY SEWER (SS)

SS-1 The sanitary sewer system shall be designed and constructed in conformance with the City Standards, and the City Sewer Master Plan and any approved alterations thereto.

SS-2 Sewer laterals for all lots shall be connected to the 8” sewer mains located in the Hacienda Place and Tesoro Drive.

SS-3 The 8” sewer mains located in Hacienda Place and Tesoro Drive shall be videoed after the laterals are completed to make sure the integrity of the mains have not been damaged. Video will be provided to the City Engineer for review prior to acceptance of the sewer improvements.

STORM DRAINAGE (SD)

SD-1 The storm system shall be designed and constructed in conformance with the City Standards, the City’s Storm System Master Plan and any approved alterations thereto. The storm drainage system shall be designed to handle the runoff from a ten (10) year storm.

SD-2 All residential lots shall drain to the public street. Drainage swales shall not occur along the common lot lines and must be contained within each lot.

UNIFIED AIR POLLUTION CONTROL DISTRICT (UAPCD)

UAPCD-1 Email received on Tuesday February 14, 2017, from the San Joaquin Valley Unified Air Pollution Control District, on file at the Arvin Community Development Department, reviewed the proposed project and had no comments to offer at this time. The project sponsor will be required to meet with the “District” staff and comply with the Districts’ Permit Requirements prior to construction activities. Clearance shall be required prior to issuance of grading permits or building permits.

UAPCD-2 Planting of deciduous trees on the south and westerly facing sides of Buildings, if so provided.

UAPCD-3 If fireplaces are proposed, only natural gas fireplaces, EPA-certified wood burning fireplace/stoves or pellet fueled heaters should be installed.

UAPCD-4 If transit service is available to the project site, improvements should be made to encourage residents to use it. If transit service is not currently available, but is planned for the future, appropriate easements should be reserved to provide for future improvements such as bus turnouts, loading areas and shelters.

UAPCD-5 Sidewalks and bike paths should be installed throughout as much of the project as possible and should be connected to any nearby open space areas, parks, schools, commercial areas, etc.

UAPCD-6 Energy efficient design including automated control system for heating/air conditioning and energy efficiency beyond Title 25 requirements, lighting controls and energy-efficient lighting in buildings increased insulation beyond Title 24 requirements and light colored roof materials to reflect heat.

UAPCD-7 Natural gas lines and electrical outlets should be installed in patio areas to encourage the use of gas barbecues and electric yard tools.

UAPCD-8 Provide low nitrogen oxide (Nox) emitting and/or high efficiency water heaters.

UTILITIES (U)

U-1 Prior to the issuance of any building permits all existing non-public facilities and/or utilities, that do not have a lawful authority to occupy the road right-of-way be relocated on private property unless there is a lawful right for them to remain in the public right-of-way.

U-2 All utility distribution facilities and lines within the interior of the subdivision shall be installed underground except transformers, pedestals or similar structures.

U-3 All existing overhead and new utilities in the interior and exterior of the subdivision shall be under grounded at the sole cost of the project sponsor.

U-4 A 10' PUE shall be provided in all street frontages or as required by the various utility companies.

U-5 Prior to recording Final Map, clearance from utility companies shall be required.

KERN COUNTY FIRE DISTRICT (KCFPD)

KCFPD-1 Project shall comply with the current California Fire Code requirements.

KCFPD-2 An approved water supply (fire hydrants) capable of supplying the required fire flow for fire protection shall be provided prior to construction.

KCFPD-3 Fire flows and fire protection systems shall be as required and approved by the Kern County Fire Department. Prior to the issuance of a building permit, emergency access and fire protection facilities shall be approved in accordance with the requirements of the Kern County Fire Department/Fire Prevention Unit.

RIGHT TO FARM (RF)

RF – 1 This project shall be subject to the provisions of Arvin's Right to Farm ordinance.

CALIFORNIA HISTORICAL RESOURCES INFORMATION SYSTEM - ARCHEOLOGICAL AND HISTORICAL (CHR)

CHR-1 The City of Arvin General Plan has not identify any resources of archaeological significance identified on the site.

CHR-2 The following note shall be placed on the final map, grading and improvement plans. If during the course of project-related activities, unknown archaeological or cultural resources are discovered, work shall be stopped in the immediate vicinity. A qualified archaeologist shall be contacted to evaluate the find. A copy of the archaeologist's evaluation shall be submitted to the City of Arvin Community Development Department and any measures recommended by the archeologist shall be implemented prior to resumption of the work in the area.

POSTAL SERVICE (PS)

Effective July 1, 2002, the United State Postal Service is no longer responsible for the purchase and installation of centralized box units (CBU's) in new construction areas. Single family home development with six (6) or more lots must have mail receptacles provided by the building or developer before mail delivery service can begin. The following provides the general requirements:

PS-1 The Subdivider shall confer with the local postal authorities to discuss the recommended method of mail delivery service. Upon completion of a Mode of Delivery Agreement, the developer must provide a project map to the local postmaster.

PS-2 The location of such units shall be approved by the local Postmaster and the City Engineer.

PS-3 The postmaster will review the map, group the address that will be assigned to each centralized box unit and designate a place for installation. The centralized delivery map plan will be returned to the developer as a guide for pouring cement pads and installing the units.

PS-4 After installation, please notify the local post office so that the arrow lock can be installed and the compartments can be labeled. The keys for each unit will be distributed to the homeowner by the developer's sales office or arrangements can be made to have the keys issued by the local post office.

**STATE OF CALIFORNIA – DIVISION OF OIL, GAS AND GEOTHERMAL,
DISTRICT
4 (OGD4)**

OGD4-1 The following note shall appear on the final map and all grading and improvement plans: The Department of Conservation/Division of Oil and Gas and Geothermal Resources has identified no active or known abandoned wells within the project site; however should any plugged, abandon or unrecorded well(s) be uncovered or damaged during grading and construction actives, the Department of Conservation/Division of Oil and Gas and Geothermal Resources shall be contacted to inspect and approve any remediation required.

END



Guarantee No.: SMGA-8000395

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
GUARANTEE**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, A FLORIDA CORPORATION, HEREIN CALLED THE COMPANY,

GUARANTEES

the Assured named in Schedule A of this Guarantee,

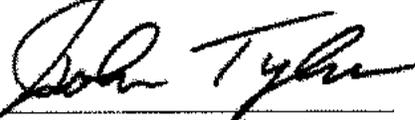
against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the assurances set forth in Schedule A.

SCHEDULE A

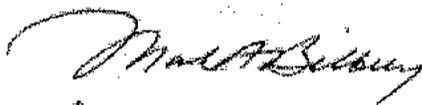
**IS ATTACHED HERETO AS A SEPARATE PAGE AND MADE A
PART OF THIS GUARANTEE**

IN WITNESS WHEREOF, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY has caused this Guarantee to be signed and sealed as of the Date of Guarantee shown in Schedule A.

Issued By:
Placer Title Company
5828 Lonetree Blvd., Suite 200
Rocklin, CA 95765
Agent ID: A04360


Authorized Countersignature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue, South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President
Attest  Secretary

**SUBDIVISION GUARANTEE
SCHEDULE A**

Order No.: P-195256
Guarantee No.: SMGA-8000395
Date of Guarantee: February 6, 2018 at 7:30AM
Amount of Liability: \$1,000.00
Premium: \$300.00

1. Name of Assured:

The County of Kern and any City within which said subdivision is located.

2. Subdivision Map Reference:

Tract No. 7321

3. The map referred to above recites that it is a subdivision of the following described Land:

See Exhibit "A" Attached for Legal Description

4. ASSURANCES:

According to the Public Records the only parties having any record title interest in the Land included within the exterior boundary shown on the map of the above referenced subdivision whose signatures are necessary, under the requirements of the Subdivision Map Act, on the certificates consenting to the recordation of said map and offering for dedication any streets, roads, avenues and other easements offered for dedication by said map are:

Leora, LLC, a California limited liability company

Subdivision Guarantee Exhibit "A" Legal Description

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

Lot 82 of Tract 5816, Phase 9, in the City of Arvin, County of Kern, State of California, as per map recorded December 5, 2006 in Book 56, Pages 171 through 176, inclusive of Maps, in the Office of the County Recorder of said County.

Excepting therefrom all oil, gas, and other hydrocarbon substances in and under said land as excepted by Ann Derby Tipton and Eve Derby Stockton in Deed recorded May 24, 1960 in Book 3269, Page 798 of Official Records.

APN: 189-680-30-00

EXHIBIT "B" – EXCEPTIONS

1. Taxes, special and general, assessment districts and service areas for the fiscal year 2017-2018, a lien, not yet due or payable.

2. Taxes, special and general, assessment districts and service areas for the fiscal year 2017-2018:

1st Installment: \$384.48 PAID
2nd Installment: \$384.46 OPEN
Parcel Number: 189-680-30-00-1
Code Area:009-020
Land Value: \$51,000.00
Imp. Value: \$0.00
Total Value: \$51,000
Exemption Amount: \$0.00

Note: First Installment is due November 1 and delinquent December 10. Second Installment is due February 1 and delinquent April 10.

3. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5, (commencing with Section 75) of the Revenue and Taxation Code, of the State of California.

4. Any taxes or assessments levied by the Arvin-Edison Water Storage District, which are collected with the County Taxes.

5. Rights incidental to the ownership for the use and development of the mineral interests reserved in Deed executed by Ann Derby Tipton and Eve Derby Stockton, recorded May 24, 1960, (book) 3269 (page) 798, Official Records.

Mineral rights not shown further.

[Document Link](#)

6. Terms, provisions, covenants, conditions, restrictions and easements, provided in the Covenants, Conditions and Restrictions, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons, in document recorded December 22, 2000, (instrument) 0200162946, Official Records.

Contains: Mortgagee Protection Clause

Contains: No Reversionary Clause

Note: Section 12956.1 of the Government Code provides the following:

"If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information,

national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

[Document Link](#)

7. The terms, conditions, provisions and stipulations as contained in the agreement entitled "Development Agreement", by and between Sycamore Villas, LLC, and City of Arvin, recorded July 3, 2003, (instrument) 0203133456, Official Records.

[Document Link](#)

Partial Assignment and Assumption of Development Agreement to Arvin Union School District, recorded May 17, 2005, Instrument No. 0205126038, Official Records.

[Document Link](#)

Amendment to Development Agreement, Agreement No. 2007-18, recorded October 9, 2007, Instrument No. 0207204984, Official Records.

[Document Link](#)

Partial Assignment and Assumption of Rights and Obligations (Development Agreement) to the City of Arvin, recorded June 22, 2009, Instrument No. 0209090109, Official Records.

[Document Link](#)

Second Amendment to Development Agreement, Agreement 2009-26, recorded December 16, 2009, Instrument No. 0209185187, Official Records.

[Document Link](#)

The terms, conditions and provisions as contained in the Agreement entitled "Third Amendment to Development Agreement", by and between LEORA, LLC, a California Limited Liability Company and the City of Arvin, a municipal corporation, May 5, 2017, recorded May 25, 2017, as (instrument) 217066767, Official Records.

The terms, conditions and provisions as contained in the Agreement entitled "Third Amendment to Development Agreement", by and between LEORA, LLC, a California Limited Liability Company and the City of Arvin, a municipal corporation, May 5, 2017, recorded June 13, 2017, as (instrument) 217075798, Official Records.

The terms, conditions and provisions as contained in the Agreement entitled "Restated and First Amendment to Subdivision Improvement Agreement", by and between the City of Arvin, a municipal corporation and LEORA, LLC, a California Limited Liability Company, June 6, 2017, recorded August 17, 2017, as (instrument) 217108519, Official Records.

8. Dedications as set forth and shown on the official map of said subdivision, Tract 5816, Phase 9, recorded December 5, 2006, Book 56 of Maps, at Page 171, as follows:

- a. Public Utilities Easement, 9 feet in width along the front and/or sidelines of said land.
- b. Storm Drain Easement, 10 feet in width in favor of the City of Arvin, as shown on said Map.

[Document Link](#)

9. Rights of tenants in possession, including any unrecorded leases and/or subleases affecting the herein described property.

CLTA GUARANTEE EXCLUSIONS AND CONDITIONS (06-05-14)
EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
- (b) "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "Public Records": those records established under California statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- (f) "Amount of Liability": the Amount of Liability as stated in Schedule A.

2. Notice of Claim to be Given by Assured.

The Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

GUARANTEE CONDITIONS (continued)

4. Company's Option to Defend or Prosecute Actions; Duty of Assured to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

(a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.

(c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

(a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

(b) In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

GUARANTEE CONDITIONS (continued)

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

(b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that that the Company is obligated to pay; or

(c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. Limitation of Liability.

(a) This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.

(b) If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien or, encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(c) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.

(d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. Payment of Loss.

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

10. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had

GUARANTEE CONDITIONS (continued)

against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

11. Arbitration.

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

12. Liability Limited to This Guarantee; Guarantee Entire Contract.

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. Severability

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. Choice of Law; Forum

(a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

GUARANTEE CONDITIONS (continued)

14. Choice of Law; Forum

(a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at 3000 Bayport Drive, Suite 1000, Tampa, Florida 33607-5402 (612) 371-3825.

PRIVACY POLICY NOTICE

Purpose Of This Notice

Title V of the Gramm-Leach-Bailey Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of a persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document which notifies you of the privacy policies and practices of:

Montana Title and Escrow Company
National Closing Solutions, Inc.
National Closing Solutions of Alabama, LLC
National Closing Solutions of Maryland, Inc.
Texas National Title

Placer Title Company
Placer Title Insurance Agency of Utah
Premier Title Agency
North Idaho Title Insurance Company
Wyoming Title and Escrow Company

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as an application or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finances, securities and insurance.
- Nonfinancial companies such as envelope stuffers and other fulfillment service providers.

We do not disclose any nonpublic personal information about you with anyone for any purpose that is not specifically permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



FACTS	WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?
--------------	------------------------------------------------------------------------

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions	Go to www.oldrepublictitle.com (<i>Contact Us</i>)
------------------	----------------------------------------------------------------------------------------------------

Who we are

Who is providing this notice?

Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do

How does Old Republic Title protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <http://www.OldRepublicTitle.com/newnational/Contact/privacy>.

How does Old Republic Title collect my personal information?

We collect your personal information, for example, when you:

- Give us your contact information or show your driver's license
- Show your government-issued ID or provide your mortgage information
- Make a wire transfer

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only:

- Sharing for affiliates' everyday business purposes – information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for non-affiliates to market to you.

State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies

- Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.

Non-affiliates

Companies not related by common ownership or control. They can be financial and non-financial companies.

- Old Republic Title does not share with non-affiliates so they can market to you

Joint Marketing

A formal agreement between non-affiliated financial companies that together market financial products or services to you.

- Old Republic Title doesn't jointly market.

Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from your or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at www.oldrepublictitle.com and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

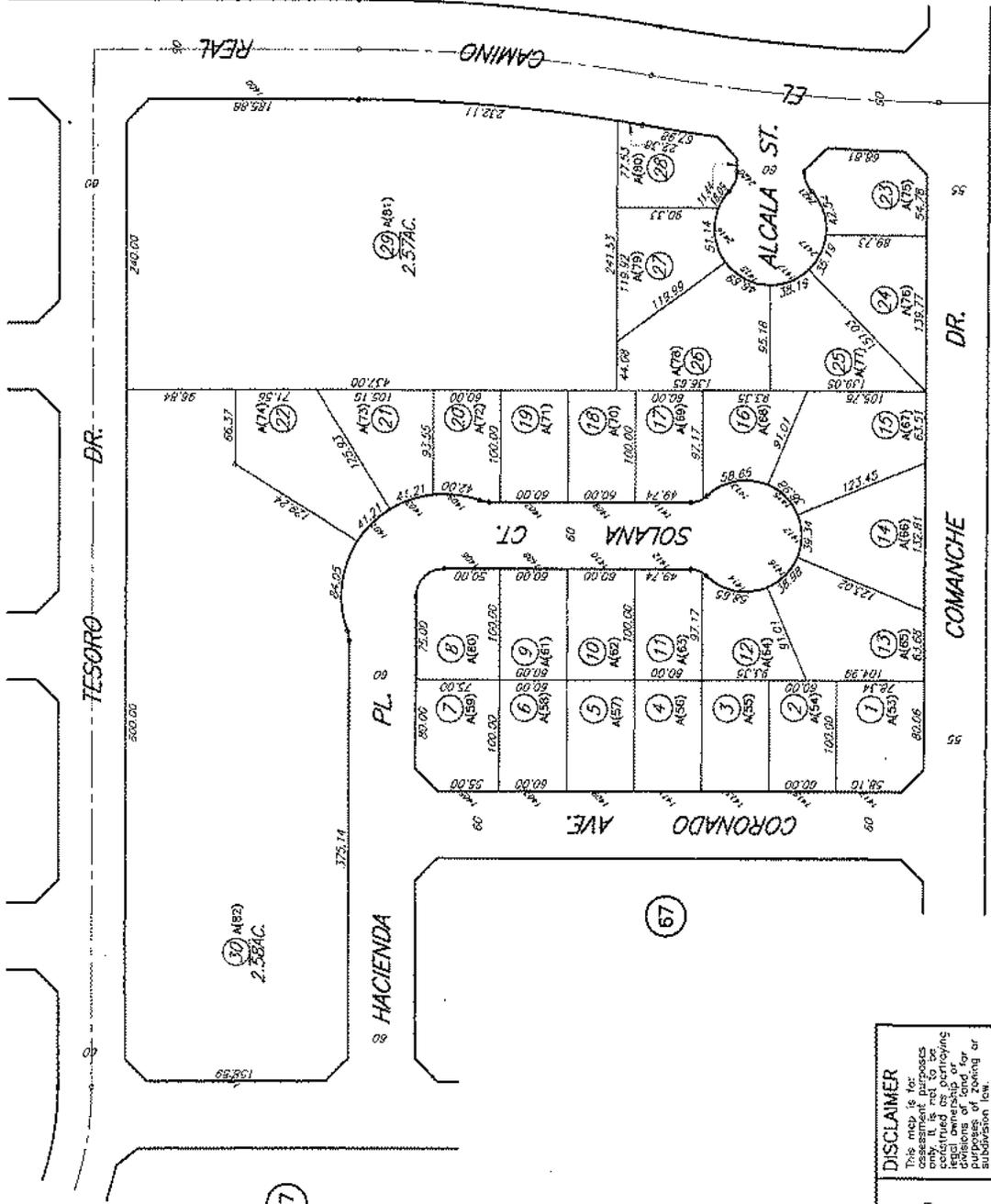
Affiliates Who May be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				



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LEGEND	SUBD. KEY	DISCLAIMER
	REVISED May 23, 2008	This map is for assessment purposes only and does not constitute an opinion regarding the validity of legal ownership or divisions of land for assessment, zoning or subdivision law.
JURISDICTION CITY OF ARVIN	(LOT DESIGNATIONS IN PARENTHESES)	

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Order No.: P-195256



PLACER TITLE COMPANY
A MOTHER LODE COMPANY

Placer Title Company
175 Placerville Drive
Placerville, CA 95667
Phone:
Fax:

Order No.: P-195256
Reference:
Escrow Officer: Jim Donner
Email: jdonner@mlhc.com
Email Loan Docs To: 1601edocs@placertitle.com

Proposed Insured:
Proposed Loan Amount:

Proposed Underwriter: Old Republic National Title Insurance Company

Property Address: 1401 Sevilla Avenue, Arvin, CA 93203

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, Placer Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated: February 21, 2017 at 7:30AM
Title Officer: Dave Mendoza

The form of policy of title insurance contemplated by this report is:

Parcel Map Guarantee

The estate or interest in the land hereinafter described or referred to covered by this report is:

Fee Simple

Title to said estate or interest at the date hereof is vested in:

Leora, LLC, a California limited liability company

The land referred to in this report is described as follows:

See Exhibit "A" Attached for Legal Description

Exhibit "A"
Legal Description

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

Lot 82 of Tract 5816, Phase 9, in the City of Arvin, County of Kern, State of California, as per map recorded December 5, 2006 in Book 56, Pages 171 through 176, inclusive of Maps, in the Office of the County Recorder of said County.

Excepting therefrom all oil, gas, and other hydrocarbon substances in and under said land as excepted by Ann Derby Tipton and Eve Derby Stockton in Deed recorded May 24, 1960 in Book 3269, Page 798 of Official Records.

APN: 189-680-30-00

EXCEPTIONS

At the date hereof, exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. Taxes, special and general, assessment districts and service areas for the fiscal year 2017-2018, a lien not yet due or payable.

2. Taxes, special and general, assessment districts and service areas for the Fiscal Year 2016-2017:

1st Installment:	\$141.64	Paid
2nd Installment:	\$141.63	Due
Parcel Number:	189-680-30-00	
Code Area:	009-020	
Land Value:	\$9,055.00	
Imp. Value:	\$0.00	
Total Value:	\$9,055.00	
Exemption Amount:	\$0.00	

Note: First Installment is due November 1 and delinquent December 10. Second Installment is due February 1 and delinquent April 10.

3. Supplemental taxes assessed pursuant to the provisions of Chapter 3.5, (commencing with Section 75) of the Revenue and Taxation Code of the State of California, for the fiscal year 2016-2017:

1st Installment:	\$172.69	Due
Due Date:	March 31, 2017	
2nd Installment:	\$172.68	Due
Due Date:	July 31, 2017	
Parcel Number:	189-680-30-00	
Code Area:	09-020	

4. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5, (commencing with Section 75) of the Revenue and Taxation Code, of the State of California.

5. Any taxes or assessments levied by the Arvin-Edison Water Storage District, which are collected with the County Taxes.

6. Rights incidental to the ownership for the use and development of the mineral interests reserved in Deed executed by Ann Derby Tipton and Eve Derby Stockton, recorded May 24, 1960, (book) 3269 (page) 798, Official Records.

Mineral rights not shown further.

7. Terms, provisions, covenants, conditions, restrictions and easements, provided in the Covenants, Conditions and Restrictions, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or

ancestry, unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons, in document recorded December 22, 2000, (instrument) 0200162946, Official Records.

Contains: Mortgage Protection Clause
Contains: No Reversionary Clause

Note: Section 12956.1 of the Government Code provides the following:

"If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

Document Link

8. The terms, conditions, provisions and stipulations as contained in the agreement entitled "Development Agreement", by and between Sycamore Villas, LLC, and City of Arvin, recorded July 3, 2003, (instrument) 0203133456, Official Records.

Partial Assignment and Assumption of Development Agreement to Arvin Union School District, recorded May 17, 2005, Instrument No. 0205126038, Official Records.

Amendment to Development Agreement, Agreement No. 2007-18, recorded October 9, 2007, Instrument No. 0207204984, Official Records.

Partial Assignment and Assumption of Rights and Obligations (Development Agreement) to the City of Arvin, recorded June 22, 2009, Instrument No. 0209090109, Official Records.

Second Amendment to Development Agreement, Agreement 2009-26, recorded December 16, 2009, Instrument No. 0209185187, Official Records.

9. Dedications as set forth and shown on the official map of said subdivision, Tract 5816, Phase 9, recorded December 5, 2006, Book 56 of Maps, at Page 171, as follows:

- a. Public Utilities Easement, 9 feet in width along the front and/or sidelines of said land.
- b. Storm Drain Easement, 10 feet in width in favor of the City of Arvin, as shown on said Map.

10. Rights of tenants in possession, including any unrecorded leases and/or subleases affecting the herein described property.

11. The requirement that:

a) A certified copy of the articles of organization (LLC-1 or LLC-5) for Leora, LLC, a California limited liability company, a limited liability company be recorded prior to the issuance of any policy of title insurance by this company;

b) We be provided with a copy of the operating agreement and any amendments thereto for said limited liability company.

***** SPECIAL INFORMATION *****

*** CHAIN OF TITLE REPORT:

According to the public records, no deeds conveying the property described in this report have been recorded within a period of 2 years prior to the date of this report, except as shown herein:

Sheriff's Deed executed by Donny Youngblood, Kern County Sheriff-Coroner, to LNV Corporation, a Nevada corporation, recorded July 26, 2016, Instrument No. 0216098021, Official Records.

[Document Link](#)

Quitclaim Deed executed by LNV Corporation, a Nevada corporation, to Leora, LeOra, LLC, a California limited liability company, recorded September 30, 2016, Instrument No. 000216134504, Official Records.

[Document Link](#)

*** LENDER'S SUPPLEMENTAL ADDRESS REPORT:

The above numbered report is hereby modified and/or supplemented to reflect the following additional items relating to the issuance of an American Land Title Association Loan Form Policy:

Placer Title Company states that the herein described property is vacant land and that the property address is:

1401 Sevilla Avenue, Arvin, CA 93203

*** NOTICE REGARDING FUNDS DEPOSITED IN ESCROW:

IMPORTANT NOTICE- ACCEPTABLE TYPE OF FUNDS

Please be advised that in accordance with the provisions of the California Insurance Code, Section 12413.1, any funds deposited for the closing must be deposited into the escrow depository and cleared prior to disbursement. Funds deposited by wire transfer may be disbursed upon receipt. Funds deposit via cashier's checks drawn on a California based bank may be disbursed the next business day. If funds are deposited with the Company by other methods, recording and/or disbursement may be delayed.

IMPORTANT NOTE: PLEASE BE ADVISED THAT ESCROW HOLDER DOES NOT ACCEPT CASH, MONEY ORDERS, ACH TRANSFERS, OR FOREIGN CHECKS.

PLEASE CONTACT ESCROW REGARDING QUESTIONS ON TYPE OF FUNDS REQUIRED IN ORDER TO FACILITATE THE PROMPT CLOSING OF THIS TRANSACTION.

NOTE: If you intend to remit multiple cashier's checks to close your escrow (which may or may not include gift funds or third party funds) IRS cash reporting under IRS Code 8300 may be required. For this reason, you may wish to consider wiring funds in lieu of remitting cashier's checks.



Jordan Kaufman
Treasurer and Tax Collector
Chase Nunneley
Assistant Treasurer and Tax Collector

TAX COLLECTOR'S CERTIFICATE

Certificate Number: **18-015**

I hereby certify that according to the records of my office, all county taxes and special assessments collected as taxes shown to be currently due on the land included in TRACT 7321 or PARCEL MAP more fully described below, have been paid:

Description:
Code Area 009-020, ATN 189-680-30-00-1. Being a Division of a Portion of Lot 82 of Tract Map No. 5816 Phase 9 as per Map Recorded December 5, 2006 in Map Book 56, Pages 171-176 Inclusive in the office of the Kern County Recorder, also being a Portion of the Northwest Quarter of Section 35 Township 31 South, Range 29 East, Mount Diablo Base and Meridian, in the City of Arvin, County of Kern, State of California.

As provided by Section 162 of the Revenue and Taxation Code, a Fee of \$1.00 is charged for preparing this Document.

Supervisorial District # 5

Date: February 15, 2018

Received from: LEORA LLC

Jordan Kaufman
Treasurer and Tax Collector
Kern County State of California

By:
Lily Preciado

VALID ONLY IF MAP RECORDED PRIOR TO: November 1, 2018

SECURITY POSTED WITH TAX COLLECTOR February 15, 2018

Received By:
Lily Preciado



Jordan Kaufman
Treasurer and Tax Collector
Chase Nunneley
Assistant Treasurer and Tax Collector

PROPERTY TAX ESTIMATE

FISCAL YEAR: 2018-2019

TRACT: 7321

PARCEL MAP: _____

Assessor Parcel Number	Valuation	Tax Amount
189-680-30-00-1	52,020	
		\$800.00
Fiscal Year: 2018-2019		

I hereby certify that the taxes (and special assessments collected as taxes) on the above-referenced parcels are subject to a lien for the fiscal year and in the estimated amount indicated above. Said taxes (and special assessments) are not yet due and payable. If the taxes levied for the above fiscal year are more than the estimated amount collected, the additional amount is due and payable by the first installment due date to avoid penalties.

Sincerely,
Jordan Kaufman,
Treasurer and Tax Collector

Deputy: Lily Preciado

Date: February 14, 2018

By: Lily Preciado
Taxpayer Services Representative

Reply all | Delete Junk |

TRACT MAP 7321

LP Liliana Preciado
Today, 4:28 PM
mdauster@landmarkse.com

Reply all |

Sent Items

WIRE.INSTRUCTIONS....
165 KB

scan_021420180045....
568 KB

2 attachments (733 KB) Download all Save all to OneDrive - County of Kern

Good Afternoon,

I have received Tract Map 7321, for ATN 189-680-30-00-1.

Tax Estimate for 2018-2019- \$800.00
Tax Certificate Fee- \$1.00
2017-2018 Tax Bill 2nd Installment- \$384.46

Total amount needed to be collected would be \$1,185.46

Please be advised that in order to receive your Tax Collector's Certificate quickly, you must pay with certified funds (Cash, Cashier's Check, or Wire). If you choose to pay with non-certified funds (personal check, business check, etc.), **our office will not issue the Tax Collector's Certificate until 30 days after receipt of the non-certified funds.**

I have attached a copy of the estimate along with wire instructions for your convenience.

Have a good day,

Lily Preciado

KC Treasurer Tax Collector
Financial Services
1115 Truxtun Ave, 2nd Floor
Bakersfield, CA. 93301
661-868-3411 Phone
661-868-3409 Fax
preciadol@kerncounty.com



State of California
Kevin Shelley
Secretary of State

LIMITED LIABILITY COMPANY
CERTIFICATE OF AMENDMENT

ENDORSED - FILED
 In the office of the Secretary of State
 of the State of California

APR 20 2005

A \$30.00 filing fee must accompany this form.

IMPORTANT - Read instructions before completing this form.

This Space For Filing Use Only

1. SECRETARY OF STATE FILE NUMBER 200414810026	2. NAME OF LIMITED LIABILITY COMPANY LEORA, LLC
---------------------------------------------------	----------------------------------------------------

3. COMPLETE ONLY THE SECTIONS WHERE INFORMATION IS BEING CHANGED. ADDITIONAL PAGES MAY BE ATTACHED IF NECESSARY.

A. LIMITED LIABILITY COMPANY NAME (END THE NAME WITH THE WORDS "LIMITED LIABILITY COMPANY," "LTD. LIABILITY CO." OR THE ABBREVIATIONS "LLC" OR "L.L.C.")

B. THE LIMITED LIABILITY COMPANY WILL BE MANAGED BY (CHECK ONE):

ONE MANAGER
 MORE THAN ONE MANAGER
 ALL LIMITED LIABILITY COMPANY MEMBER(S)

C. AMENDMENT TO TEXT OF THE ARTICLES OF ORGANIZATION:

D. OTHER MATTERS TO BE INCLUDED IN THIS CERTIFICATE MAY BE SET FORTH ON SEPARATE ATTACHED PAGES AND ARE MADE A PART OF THIS CERTIFICATE. OTHER MATTERS MAY INCLUDE A CHANGE IN THE LATEST DATE ON WHICH THE LIMITED LIABILITY COMPANY IS TO DISSOLVE OR ANY CHANGE IN THE EVENTS THAT WILL CAUSE THE DISSOLUTION.

4. FUTURE EFFECTIVE DATE, IF ANY:

MONTH	DAY	YEAR
-------	-----	------

5. NUMBER OF PAGES ATTACHED, IF ANY:

6. IT IS HEREBY DECLARED THAT I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.

Michael F. Hair, Jr.

 SIGNATURE OF AUTHORIZED PERSON

10/30/04

 DATE

MICHAEL F. HAIR, JR., Manager

 TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

7. RETURN TO:

NAME	John R. Reedy, Inc.
FIRM	3434 Truxtun Avenue, Suite 220
ADDRESS	Bakersfield, CA 93301
CITY/STATE	
ZIP CODE	



State of California
Secretary of State



I, BRUCE McPHERSON, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

APR 27 2005

BRUCE McPHERSON
Secretary of State

T7321 - CLOSURES.txt

Parcel name: T7321 - LOT 1

North: 3585.2611 East : 10713.9841
Line Course: N 89-49-13 W Length: 96.84
North: 3585.5649 East : 10617.1445
Line Course: S 00-10-47 W Length: 55.00
North: 3530.5652 East : 10616.9720
Line Course: S 89-49-13 E Length: 96.84
North: 3530.2614 East : 10713.8115
Line Course: N 00-10-47 E Length: 55.00
North: 3585.2611 East : 10713.9841

Perimeter: 303.68 Area: 5,326 sq. ft. 0.12 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0000 Course: S 90-00-00 E
Error North: 0.00000 East : 0.00000
Precision 1: 303,680,000.00

Parcel name: T7321 - LOT 2

North: 3640.2609 East : 10714.1566
Line Course: N 89-49-13 W Length: 98.59
North: 3640.5701 East : 10615.5671
Line Course: S 00-10-47 W Length: 42.52
North: 3598.0503 East : 10615.4337
Line Course: S 57-23-44 E Length: 2.07
North: 3596.9349 East : 10617.1775
Line Course: S 00-10-47 W Length: 11.37

T7321 - CLOSURES.txt

North: 3585.5650 East : 10617.1418

Line Course: S 89-49-13 E Length: 96.84

North: 3585.2612 East : 10713.9813

Line Course: N 00-10-47 E Length: 55.00

North: 3640.2609 East : 10714.1539

Perimeter: 306.39 Area: 5,402 sq. ft. 0.12 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0027 Course: N 88-02-27 W

Error North: 0.00009 East : -0.00272

Precision 1: 113,477.78

Parcel name: T7321 - LOT 3

North: 3695.2606 East : 10714.3291

Line Course: N 89-49-13 W Length: 98.59

North: 3695.5698 East : 10615.7396

Line Course: S 00-10-47 W Length: 55.00

North: 3640.5701 East : 10615.5671

Line Course: S 89-49-13 E Length: 98.59

North: 3640.2609 East : 10714.1566

Line Course: N 00-10-47 E Length: 55.00

North: 3695.2606 East : 10714.3291

Perimeter: 307.18 Area: 5,422 sq. ft. 0.12 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0000 Course: N 00-00-00 E

Error North: 0.00000 East : 0.00000

T7321 - CLOSURES.txt

Precision 1: 307,180,000.00

Parcel name: T7321 - LOT 4

North: 3750.2603 East : 10714.5016

Line Course: N 89-49-13 W Length: 98.59

North: 3750.5696 East : 10615.9121

Line Course: S 00-10-47 W Length: 55.00

North: 3695.5698 East : 10615.7396

Line Course: S 89-49-13 E Length: 98.59

North: 3695.2606 East : 10714.3291

Line Course: N 00-10-47 E Length: 55.00

North: 3750.2603 East : 10714.5016

Perimeter: 307.18 Area: 5,422 sq. ft. 0.12 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0000 Course: N 00-00-00 E

Error North: 0.00000 East : 0.00000

Precision 1: 307,180,000.00

Parcel name: T7321 - LOT 5

North: 3805.2600 East : 10714.6741

Line Course: N 89-49-13 W Length: 98.59

North: 3805.5693 East : 10616.0846

Line Course: S 00-10-47 W Length: 55.00

T7321 - CLOSURES.txt

North: 3750.5696 East : 10615.9121

Line Course: S 89-49-13 E Length: 98.59

North: 3750.2603 East : 10714.5016

Line Course: N 00-10-47 E Length: 55.00

North: 3805.2600 East : 10714.6741

Perimeter: 307.18 Area: 5,422 sq. ft. 0.12 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0000 Course: N 00-00-00 E

Error North: 0.00000 East : 0.00000

Precision 1: 307,180,000.00

Parcel name: T7321 - LOT 6

North: 3865.9076 East : 10714.8644

Line Course: N 90-00-00 W Length: 98.59

North: 3865.9076 East : 10616.2744

Line Course: S 00-10-47 W Length: 60.34

North: 3805.5679 East : 10616.0851

Line Course: S 89-49-13 E Length: 98.59

North: 3805.2587 East : 10714.6746

Line Course: N 00-10-47 E Length: 60.65

North: 3865.9084 East : 10714.8649

Perimeter: 318.17 Area: 5,964 sq. ft. 0.14 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0009 Course: N 33-06-35 E

Error North: 0.00075 East : 0.00049

T7321 - CLOSURES.txt

Precision 1: 353,522.22

Parcel name: T7321 - LOT 7

North: 3922.2868 East : 10715.0412

Line Course: N 89-49-13 W Length: 98.59

North: 3922.5961 East : 10616.4517

Line Course: S 00-10-47 W Length: 56.69

North: 3865.9064 East : 10616.2739

Line Course: S 90-00-00 E Length: 98.59

North: 3865.9064 East : 10714.8639

Line Course: N 00-10-47 E Length: 56.38

North: 3922.2861 East : 10715.0407

Perimeter: 310.25 Area: 5,574 sq. ft. 0.13 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0009 Course: S 33-06-35 W

Error North: -0.00075 East : -0.00049

Precision 1: 344,722.22

Parcel name: T7321 - LOT 8

North: 3977.2866 East : 10715.2138

Line Course: N 89-49-13 W Length: 98.59

North: 3977.5958 East : 10616.6242

Line Course: S 00-10-47 W Length: 55.00

T7321 - CLOSURES.txt

North: 3922.5961 East : 10616.4517

Line Course: S 89-49-13 E Length: 98.59

North: 3922.2868 East : 10715.0412

Line Course: N 00-10-47 E Length: 55.00

North: 3977.2866 East : 10715.2138

Perimeter: 307.18 Area: 5,422 sq. ft. 0.12 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0000 Course: N 00-00-00 E

Error North: 0.00000 East : 0.00000

Precision 1: 307,180,000.00

Parcel name: T7321 - LOT 9

North: 4032.2863 East : 10715.3863

Line Course: N 89-49-13 W Length: 98.59

North: 4032.5955 East : 10616.7968

Line Course: S 00-10-47 W Length: 55.00

North: 3977.5958 East : 10616.6242

Line Course: S 89-49-13 E Length: 98.59

North: 3977.2866 East : 10715.2138

Line Course: N 00-10-47 E Length: 55.00

North: 4032.2863 East : 10715.3863

Perimeter: 307.18 Area: 5,422 sq. ft. 0.12 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0000 Course: N 00-00-00 E

Error North: 0.00000 East : 0.00000

T7321 - CLOSURES.txt

Precision 1: 307,180,000.00

Parcel name: T7321 - LOT 10

North: 4087.2860 East : 10715.5588

Line Course: N 89-49-13 W Length: 98.59

North: 4087.5953 East : 10616.9693

Line Course: S 00-10-47 W Length: 55.00

North: 4032.5955 East : 10616.7968

Line Course: S 89-49-13 E Length: 98.59

North: 4032.2863 East : 10715.3863

Line Course: N 00-10-47 E Length: 55.00

North: 4087.2860 East : 10715.5588

Perimeter: 307.18 Area: 5,422 sq. ft. 0.12 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0000 Course: N 00-00-00 E

Error North: 0.00000 East : 0.00000

Precision 1: 307,180,000.00

Parcel name: T7321 - LOT 11

North: 4130.2584 East : 10715.6936

Line Course: N 44-49-13 W Length: 28.28

North: 4150.3181 East : 10695.7594

Line Course: N 89-49-13 W Length: 78.59

T7321 - CLOSURES.txt

North: 4150.5646 East : 10617.1698

Line Course: S 00-10-47 W Length: 62.97

North: 4087.5949 East : 10616.9723

Line Course: S 89-49-13 E Length: 98.59

North: 4087.2856 East : 10715.5618

Line Course: N 00-10-47 E Length: 42.97

North: 4130.2554 East : 10715.6966

Perimeter: 311.40 Area: 6,008 sq. ft. 0.14 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0043 Course: S 44-49-13 E

Error North: -0.00303 East : 0.00301

Precision 1: 72,418.60

Parcel name: T7321 - LOT 12

North: 4150.5646 East : 10617.1678

Line Course: N 89-49-13 W Length: 80.00

North: 4150.8155 East : 10537.1682

Line Course: S 45-10-47 W Length: 28.29

North: 4130.8743 East : 10517.1015

Line Course: S 00-10-47 W Length: 42.97

North: 4087.9045 East : 10516.9667

Line Course: S 89-49-13 E Length: 100.00

North: 4087.5908 East : 10616.9662

Line Course: N 00-10-47 E Length: 62.97

North: 4150.5605 East : 10617.1637

Perimeter: 314.22 Area: 6,097 sq. ft. 0.14 acres

T7321 - CLOSURES.txt

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0057 Course: S 45-10-47 W

Error North: -0.00404 East : -0.00406

Precision 1: 55,128.07

Parcel name: T7321 - LOT 13

North: 4087.5953 East : 10616.9703

Line Course: N 89-49-13 W Length: 100.00

North: 4087.9089 East : 10516.9707

Line Course: S 00-10-47 W Length: 55.00

North: 4032.9092 East : 10516.7982

Line Course: S 89-49-13 E Length: 100.00

North: 4032.5955 East : 10616.7977

Line Course: N 00-10-47 E Length: 55.00

North: 4087.5953 East : 10616.9703

Perimeter: 310.00 Area: 5,500 sq. ft. 0.13 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0000 Course: N 00-00-00 E

Error North: 0.00000 East : 0.00000

Precision 1: 310,000,000.00

Parcel name: T7321 - LOT 14

T7321 - CLOSURES.txt

North: 4032.5955 East : 10616.7977
Line Course: N 89-49-13 W Length: 100.00
North: 4032.9092 East : 10516.7982
Line Course: S 00-10-47 W Length: 55.00
North: 3977.9095 East : 10516.6257
Line Course: S 89-49-13 E Length: 100.00
North: 3977.5958 East : 10616.6252
Line Course: N 00-10-47 E Length: 55.00
North: 4032.5955 East : 10616.7977

Perimeter: 310.00 Area: 5,500 sq. ft. 0.13 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0000 Course: N 00-00-00 E
Error North: 0.00000 East : 0.00000
Precision 1: 310,000,000.00

Parcel name: T7321 - LOT 15

North: 3977.5958 East : 10616.6252
Line Course: N 89-49-13 W Length: 100.00
North: 3977.9095 East : 10516.6257
Line Course: S 00-10-47 W Length: 55.00
North: 3922.9097 East : 10516.4532
Line Course: S 89-49-13 E Length: 100.00
North: 3922.5961 East : 10616.4527
Line Course: N 00-10-47 E Length: 55.00
North: 3977.5958 East : 10616.6252

Perimeter: 310.00 Area: 5,500 sq. ft. 0.13 acres

T7321 - CLOSURES.txt

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0000 Course: N 00-00-00 E

Error North: 0.00000 East : 0.00000

Precision 1: 310,000,000.00

Parcel name: T7321 - LOT 16

North: 3922.5961 East : 10616.4527

Line Course: N 89-49-13 W Length: 100.00

North: 3922.9097 East : 10516.4532

Line Course: S 00-10-47 W Length: 57.00

North: 3865.9100 East : 10516.2744

Line Course: S 90-00-00 E Length: 100.00

North: 3865.9100 East : 10616.2744

Line Course: N 00-10-47 E Length: 56.69

North: 3922.5997 East : 10616.4522

Perimeter: 313.69 Area: 5,685 sq. ft. 0.13 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0037 Course: N 07-26-50 W

Error North: 0.00368 East : -0.00048

Precision 1: 84,781.08

Parcel name: T7321 - LOT 17

T7321 - CLOSURES.txt

North: 3865.9076 East : 10616.2749
Line Course: N 90-00-00 W Length: 100.00
North: 3865.9076 East : 10516.2749
Line Course: S 00-10-47 W Length: 60.02
North: 3805.8879 East : 10516.0866
Line Course: S 89-49-13 E Length: 100.00
North: 3805.5742 East : 10616.0861
Line Course: N 00-10-47 E Length: 60.34
North: 3865.9139 East : 10616.2754

Perimeter: 320.36 Area: 6,018 sq. ft. 0.14 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0063 Course: N 04-37-35 E
Error North: 0.00632 East : 0.00051
Precision 1: 50,850.79

Parcel name: T7321 - LOT 18

North: 3805.5693 East : 10616.0856
Line Course: N 89-49-13 W Length: 100.00
North: 3805.8830 East : 10516.0861
Line Course: S 00-10-47 W Length: 50.14
North: 3755.7432 East : 10515.9288
Curve Length: 4.89 Radius: 25.00
Delta: 11-12-28 Tangent: 2.45
Chord: 4.88 Course: S 05-25-27 E
Course In: S 89-49-13 E Course Out: S 78-58-19 W
RP North: 3755.6648 East : 10540.9287
End North: 3750.8826 East : 10516.3904

T7321 - CLOSURES.txt

Line Course: S 89-49-13 E Length: 99.52
North: 3750.5704 East : 10615.9099
Line Course: N 00-10-47 E Length: 55.00
North: 3805.5701 East : 10616.0824

Perimeter: 309.55 Area: 5,499 sq. ft. 0.13 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0033 Course: N 75-39-41 W
Error North: 0.00082 East : -0.00322
Precision 1: 93,803.03

Parcel name: T7321 - LOT 19

North: 3750.5696 East : 10615.9131
Line Course: N 89-49-13 W Length: 99.52
North: 3750.8817 East : 10516.3936
Curve Length: 3.80 Radius: 25.00
Delta: 8-42-43 Tangent: 1.90
Chord: 3.80 Course: S 15-23-03 E
Course In: N 78-58-19 E Course Out: S 70-15-36 W
RP North: 3755.6640 East : 10540.9319
End North: 3747.2202 East : 10517.4010
Curve Length: 52.14 Radius: 92.00
Delta: 32-28-25 Tangent: 26.79
Chord: 51.45 Course: S 03-30-11 E
Course In: S 70-15-36 W Course Out: S 77-15-59 E
RP North: 3716.1469 East : 10430.8074
End North: 3695.8684 East : 10520.5447
Line Course: S 89-49-13 E Length: 95.20

T7321 - CLOSURES.txt

North: 3695.5698 East : 10615.7443

Line Course: N 00-10-47 E Length: 55.00

North: 3750.5696 East : 10615.9168

Perimeter: 305.67 Area: 5,209 sq. ft. 0.12 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0037 Course: S 89-49-13 E

Error North: -0.00001 East : 0.00369

Precision 1: 82,610.81

Parcel name: T7321 - LOT 20

North: 3695.5698 East : 10615.7406

Line Course: N 89-49-13 W Length: 95.20

North: 3695.8685 East : 10520.5410

Curve Length: 31.91 Radius: 92.00

Delta: 19-52-14 Tangent: 16.11

Chord: 31.75 Course: S 22-40-08 W

Course In: N 77-15-59 W Course Out: S 57-23-45 E

RP North: 3716.1469 East : 10430.8037

End North: 3666.5744 East : 10508.3058

Line Course: S 57-23-44 E Length: 127.17

North: 3598.0506 East : 10615.4351

Line Course: N 00-10-47 E Length: 97.52

North: 3695.5701 East : 10615.7410

Perimeter: 351.79 Area: 6,601 sq. ft. 0.15 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

T7321 - CLOSURES.txt

Error Closure: 0.0005
Error North: 0.00029
Precision 1: 703,600.00

Course: N 56-01-43 E
East : 0.00044

Parcel name: T7321 BOUDNARY

North: 4846.0117 East : 10687.2754
Line Course: N 44-49-13 W Length: 28.28
North: 4866.0713 East : 10667.3413
Line Course: N 89-49-13 W Length: 158.59
North: 4866.5687 East : 10508.7520
Line Course: S 45-10-47 W Length: 28.28
North: 4846.6346 East : 10488.6924
Line Course: S 00-10-47 W Length: 375.14
North: 4471.4964 East : 10487.5157
Curve Length: 8.69 Radius: 25.00
Delta: 19-55-11 Tangent: 4.39
Chord: 8.65 Course: S 09-46-48 E
Course In: S 89-49-13 E Course Out: S 70-15-36 W
RP North: 4471.4180 East : 10512.5156
End North: 4462.9742 East : 10488.9847
Curve Length: 84.05 Radius: 92.00
Delta: 52-20-39 Tangent: 45.21
Chord: 81.16 Course: S 06-25-55 W
Course In: S 70-15-36 W Course Out: S 57-23-45 E
RP North: 4431.9010 East : 10402.3911
End North: 4382.3284 East : 10479.8931
Line Course: S 57-23-44 E Length: 129.24
North: 4312.6892 East : 10588.7663
Line Course: S 00-10-47 W Length: 66.37

T7321 - CLOSURES.txt

North: 4246.3196 East : 10588.5581

Line Course: S 89-49-13 E Length: 96.84

North: 4246.0158 East : 10685.3976

Line Course: N 00-10-47 E Length: 600.00

North: 4846.0129 East : 10687.2797

Perimeter: 1575.48 Area: 112,416 sq. ft. 2.58 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0044 Course: N 74-24-55 E

Error North: 0.00118 East : 0.00423

Precision 1: 358,063.64

**ENGINEER'S BOND ESTIMATE
TRACT 7321**

**Original Project
Cost Estimate**

No. of Lots 20
2.58

Date: 01/05/18
Job No: 17-152
Prepared By: RAB

Item No.	Item Description	Qty	Unit	Unit \$	Item \$	TOTALS
Sewer Improvements						
1.	4" Laterals	811	lf	\$40.00	\$32,440	
					Subtotal	\$32,440
Water Improvements						
2.	1" Services w/box	20	ea	\$1,100.00	\$22,000	
					Subtotal	\$22,000
Street Improvements						
3.	Drive Approach	1,089	sf	\$9.00	\$9,801	\$9,801
4.	Sidewalk	450	sf	\$4.00	\$1,800	\$1,800
					Subtotal	\$11,601
					Subtotal, All of above:	\$66,041
					Total	\$66,041

Prepared By:
PCS Land Services
6300 Bellorita Drive
Bakersfield, CA 93306

10% LOC/BOND AMOUNT: \$ 6,604



CITY OF ARVIN
Staff Report

Meeting Date: April 3, 2018

TO:	Arvin City Council
FROM:	Jeff Jones, Finance Director R. Jerry Breckinridge, Interim City Manager
SUBJECT:	A resolution authorizing the examination of Sales or Transactions and Use Tax Records

BACKGROUND:

On March 12, 2009, Council adopted resolution 2009-12 which allowed for the Finance director and/or designee the ability to review sales and use transactional data from California Department of Tax and Fee Administration (CDFTA) (formerly State Board of Equalization) in respects to transactions occurring in the City of Arvin.

The City now desires that MuniServices, be granted access to review this information in order to determine that the City has been under-collected in sales and use tax revenue. This resolution authorizes such access.

FINANCIAL IMPACT:

None

RECOMMENDATION:

Staff recommends the City Council adopts the attached resolution authorizing the Finance Director or Designee be appointed to represent the City with authority to examine all of the sales and use tax records Of the CDFTA pertaining to sales and use taxes collected for City by the CDFTA pursuant to the contract Between the City and the CDFTA.

ATTACHMENTS:

None

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN
AUTHORIZING THE EXAMINATION OF SALES OR TRANSACTIONS
AND USE TAX RECORDS**

WHEREAS, pursuant to Arvin Municipal Code Section 3.16 and Section 7270 of the Revenue and Taxation Code, the City of Arvin ('City of Arvin' hereinafter called 'City') entered into a contract with the California Department of Tax and Fee Administration (CDTFA) (formerly State Board of Equalization) to perform all functions incident to the administration and operation of the Transactions and Use Tax Ordinance; and

WHEREAS, City deems it necessary for authorized representatives of City to examine confidential sales and transactions and use tax records of the CDTFA pertaining to sales and transactions and use taxes collected by the CDTFA for City; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of CDTFA records and establishes criminal penalties for the unlawful disclosure of information contained in, or derived from sales or transactions and use tax records of the CDTFA; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code requires that any person designated by City shall have an existing contract to examine City's sales and transactions and use tax records.

NOW, THEREFORE, BE IT RESOLVED THAT: The City Council of the City of Arvin does hereby orders as follows:

Section 1. That the Finance Director or other officer or employee of City designated in writing by the City Manager to the CDTFA is hereby appointed to represent City with authority to examine all of the sales and transactions and use tax records of the CDTFA pertaining to sales and transactions and use taxes collected for City by the CDTFA pursuant to the contract between City and the CDTFA. The information obtained by examination of CDTFA records shall be used for purposes related to the collection of City's sales and transactions and use taxes by the CDTFA pursuant to the contract.

Section 2. That the Finance Director or other officer or employee of City designated in writing by the City Manager to the CDTFA, is also hereby appointed to represent City with the authority to examine those sales and transactions and use tax records of the CDTFA for purposes related to the following governmental functions of City:

- a) tracking and economic development
- b) forecasting and budget related functions
- c) detection of misallocations and deficiencies

The information obtained by examination of CDTFA records shall be used only for those governmental functions of City listed above.

Section 3. That MuniServices, LLC is hereby designated and authorized to examine all the sales and transactions and use tax records of the CDTFA pertaining to all transaction, sales and use taxes collected for City and any transaction, sales and use taxes collected for City that may be enacted in the City subsequent to this Resolution.

The person or entity designated by this section meets all of the following conditions:

- a) has an existing contract with City to examine sales and transactions and use tax records;
- b) is required by that contract to disclose information contained in, or derived from those sales and transactions and use tax records only to an officer or employee authorized under Section 1 (or Section 2) of this resolution to examine the information;
- c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract;
- d) is prohibited by that contract from retaining the information contained in or derived from those sales and transactions and use tax records after that contract has expired.

BE IT FURTHER RESOLVED that the information obtained by examination of CDTFA records shall be used only for purposes related to the collection of City’s sales and transactions and use taxes by the CDTFA pursuant to the contracts between City and the California Department of Tax and Fee Administration and for purposes relating to the governmental functions of City listed in Section 2 of this resolution.

Section 4. This resolution supersedes all prior sales and transactions and use tax resolutions of City adopted pursuant to subdivision (b) of Revenue and Taxation Code Section 7056

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Arvin at a regular meeting thereof held on the 3rd day of April, 2018, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST

CECILIA VELA, City Clerk

CITY OF ARVIN

By: _____
JOSE GUROLLA, JR., 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: April 3, 2018

TO: Arvin City Council

FROM: Jeff Jones, Finance Director
R. Jerry Breckinridge, Interim City Manager

SUBJECT: **Approval of A Resolution of the City Council of the City of Arvin to authorize the City Manager and/or the Mayor to enter into a consultant services agreement with MuniServices, LLC for sales, transaction and use tax audit (SUTA) services.**

BACKGROUND: A recent analysis of Arvin's local sales tax (Bradley – Burns aka 1% local sales tax) receipts suggests that the City is receiving less than what would be expected when compared to Measure L 1% sales tax receipts.

For example Bradley-Burns receipts for the fourth quarter of 2017 were \$ 169,300 while Measure L receipts for the same period were \$444,970.

Staff believes that a deep analysis is needed to determine why such a large variance exists between the two sales tax sources and has identified MuniServices as an organization which can provide this analysis.

The contract with MuniServices will provide the following services:

1. Identify and correct the sales/transactions/use tax reporting errors of businesses that, based on the nexus of their activities, are not properly registered with the CITY.
2. Identify and correct the reporting of businesses that are improperly reporting tax to state and county pools (i.e. classifying sales tax as use tax) and thereby depriving the CITY of sales tax revenue.
3. Detect, document and correct sales/transactions/use tax reporting errors/omissions and thereby generate new, previously unrealized revenue for the CITY.
4. Ensure through comprehensive audit measures that the revenue information used for ongoing economic analysis includes all sales/transactions/use tax generators
5. Assist the CITY with strategies to preserve and even enhance sales and use tax revenue Generated by existing businesses within the CITY.

FINANCIAL IMPACT: None. If MuniServices does not identify additional revenue for the City then no fee is due. Should additional revenue be identified than a 15% contingency fee will be due MuniServices from that additional revenue.

RECOMMENDATION: Staff recommends the City Council adopts the attached consultant services agreement, **subject to approval to from by legal consul.**

ATTACHMENTS in one document: (1) Consultant Services Agreement, (2) Exhibit 'A' – Scope of Work (3) Compensation for Sales, Transactions and Use Tax Audit (SUTA) Services

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN TO AUTHORIZE THE CITY MANAGER AND/OR THE MAYOR TO ENTER INTO A CONSULTANT SERVICES AGREEMENT WITH MUNISERVICES, LLC. FOR SALES, TRANSACTIONS AND USE TAX AUDIT (SUTA) SERVICES

WHEREAS, the City of Arvin has a need for analysis and auditing of its Sales and Use Tax revenue; and

WHEREAS, MuniServices ,LLC. has been identified as a provider of this service; and

WHEREAS, MuniServices, LLC will charge a contingency fee of 15% for additional revenue received as a result of such audits and zero dollars should no such additional revenue be identified.

WHEREAS, the City desires to authorize the Mayor or City Manager to enter into a consultant services agreement with MuniServices, LLC.

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

1. The City Council of the City of Arvin does hereby authorize the City Manager and/or the Mayor to execute a consultant services agreement with MuniServices, LLC for sales, transactions and use tax audit services in substantially the form attached as Exhibit "A", subject to review and approval as to legal form by the City Attorney.

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Arvin at a regular meeting thereof held on the 3rd day of April 2018 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST

CECILIA VELA, City Clerk

CITY OF ARVIN

By: _____
JOSE GURROLA, JR., 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”

**CONSULTANT SERVICES AGREEMENT
MUNISERVICES, LLC**

Consultant Services Agreement

This Consultant Services Agreement (the "Agreement") is made as of the _____ day of _____, 2018 ("Effective Date") by and between The City of Arvin, a municipal corporation of the State of California ("CITY") and MuniServices, LLC, a Delaware limited liability company ("CONSULTANT"), collectively the Parties. In consideration of the mutual promises herein contained and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

A. Services

1. CONSULTANT will provide CITY with the services described in EXHIBIT A which is attached hereto and incorporated by reference. CONSULTANT shall provide said services at the time, place, and in the manner specified in EXHIBIT A.
2. CONSULTANT shall furnish at its own expense all labor, materials, equipment and other items necessary to carry out the terms of this Agreement.

B. Compensation

1. In consideration for the services to be performed by CONSULTANT, CITY agrees to pay CONSULTANT the fees outlined in Exhibit B of this Agreement. CITY shall pay CONSULTANT within thirty (30) days of receipt of CONSULTANT's invoice of any undisputed charges.

C. General Provisions

1. Term of the Agreement: The initial term of this Agreement shall be for a period of three years. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing sixty (60) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial sixty (60) days' notice. Notwithstanding the foregoing, either party may terminate the Agreement at any time and for any reason by providing thirty-days (30) written notice to the other party; provided however, that if CONSULTANT has not breached the Agreement and has commenced services identified in EXHIBIT A prior to the date of termination, CONSULTANT shall be entitled to payment as described in EXHIBIT B of any undisputed charges.
2. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CITY shall be obligated to pay CONSULTANT for services performed through the effective date of termination for which CONSULTANT has not been previously paid. In addition, because the services performed by CONSULTANT prior to termination or non-renewal of this Agreement may result in the CITY's receipt of revenue after termination which are subject to CONSULTANT's fee, the CITY shall remain obligated after termination or non-renewal to provide to CONSULTANT such information as is necessary for CONSULTANT to calculate compensation due as a result of the receipt of revenue by the CITY.
3. Independent Contractor: It is understood that CONSULTANT and its subcontractors, if any, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the CITY. CITY understands that CONSULTANT may perform similar services for others during the term of this Agreement and agrees that CONSULTANT representation of other government sector clients is not a conflict of interest. CONSULTANT shall obtain no rights to retirement benefits or other benefits

which accrue to CITY's employees, and CONSULTANT hereby expressly waives any claim it may have to any such rights.

4. **Subcontractors:** Upon approval of CITY, CONSULTANT shall have the right to hire subcontractors to provide the services described herein. CONSULTANT, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. CONSULTANT shall be solely responsible for and shall hold CITY harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
5. **Notice:** Any notice required to be given under this Agreement shall be in writing and either served personally, sent prepaid first-class mail, or by express mail courier (i.e. FedEx, UPS, etc.). Any such notice shall be addressed to the other party at the address set forth below. All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by regular mail, or the next day if sent overnight delivery.

If to CITY:

City of Arvin
Attn: Jeff Jones, Finance Director
200 Campus Drive
Arvin, CA 93203
Phone: 661.854.3134
Email: jeffjones@arvin.org

If to CONSULTANT:

MuniServices, LLC
Attn: Contract Department
7625 N. Palm Ave., Ste. 108
Fresno, CA 93711
Phone: 559.271.6852
Email: contracts@muniservices.com

6. **Representative or designees:** CONSULTANT's Primary Representative/Project Manager shall be:

Robert Hamud, Client Services Manager
7625 N. Palm Ave., Ste. 108, Fresno, CA 93711
Phone: 559.960.6091/Email: Robert.Hamud@MuniServices.com

For the convenience of the CITY, a short list of helpful contacts is attached and incorporated herein as EXHIBIT C.

7. **Indemnification.** To the full extent provided by law, CONSULTANT agrees to indemnify, defend and hold harmless the CITY, its officers, employees and agents against, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, including paying any legal costs, attorneys fees, or paying any judgment (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 or services of CONSULTANT, its officers, agents, employees, agents, subcontractors, or invitees, provided for herein ("indemnitors"), or arising from CONSULTANT's indemnitors' negligent performance of or failure to perform any term, provision, covenant, or condition of this Agreement, except claims or liabilities to the extent caused by the sole negligence or willful misconduct of the CITY.
8. **Limitation of Liability:** In no event shall CONSULTANT, its employees, contractors, directors, affiliates and/or agents be liable for any special, incidental, or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not CONSULTANT has been advised of the possibility of any such loss or damage. In addition, CONSULTANT's total liability hereunder, including reasonable attorneys' fees and costs, shall in no event exceed an amount equal to the fees described in EXHIBIT B. The foregoing sets forth the CITY'S exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate the risks

between CONSULTANT and the CITY and CONSULTANT's pricing reflects the allocation of risk and limitation of liability specified herein.

9. Insurance: CONSULTANT shall keep in full force and effect insurance coverage during the term of this Agreement, including without limitation statutory workers' compensation insurance; employer's liability and commercial general liability insurance; comprehensive automobile liability insurance; professional liability and fidelity insurance. The insurance certificate shall name the CITY, its agents, officers, servants and employees as additional insureds under the CGL and Automobile policies with respect to the operations and work performed by the named insured as required by written contract. The General Liability policy is Primary & Non-Contributory. Waiver of Subrogation applies under the General Liability and Workers' Compensation policies. The CGL insurance minimum coverage shall be at least \$1,000,000 per incident, claim or occurrence and \$2,000,000 aggregate. The Automobile Liability insurance minimum coverage shall be at least \$1,000,000 covering all owned, non-owned, and hired vehicles. The certificate shall provide that there will be no cancellation, termination, or non-renewal of the insurance coverage without a minimum 30-day written notice to the CITY, except in the case of cancellation for non-payment of premium which shall be at least 10-days written notice.
10. Equal Opportunity to Draft: The parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.
11. Assignment: This Agreement shall be binding upon and inure to the benefit of the parties, their successors, representatives and assigns. CONSULTANT shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CITY, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, CONSULTANT may assign this Agreement, in whole or in part, without the consent of CITY to any corporation or entity into which or with which CONSULTANT has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of CONSULTANT; or any corporation or entity which acquires all or substantially all of the assets of CONSULTANT. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
12. Ownership of Documents: Except for CONSULTANT preexisting proprietary information and processes, any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by CONSULTANT pursuant to this agreement shall be the property of the CITY at the moment of their completed preparation.
13. Intellectual Property Rights: The entire right, title and interest in and to CONSULTANT's database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in CONSULTANT or its subcontractors. The foregoing notwithstanding, in no event shall any CITY-owned data provided to CONSULTANT be deemed included within the Work Product.
14. Force Majeure: CONSULTANT shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
15. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter

contained herein. Said Agreement shall not be amended, altered, or changed, except by a written amendment signed by both parties.

16. Counterparts: This Agreement may be signed in separate counterparts including facsimile copies. Each counterpart (including facsimile copies) is deemed an original and all counterparts are deemed on and the same instrument and legally binding on the parties.
17. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
18. Implementation: Implementation should begin as soon as possible from the signing of this Agreement (the "Effective Date") for the performance of services under the terms of this Agreement.
19. 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.
20. 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, 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, marital status, national origin, ancestry, or other protected class
21. 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
22. Integration/Amendment. It is understood that 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. This Agreement shall not be construed against either Party by reason of authorship.

[Signatures on following page]

IN WITNESS HEREOF, the parties have caused this Agreement to be executed on the date first written above.

"CITY"

City of Arvin
a Municipal Corporation

By: _____

Name: _____

Title: _____

ATTEST:

Name: _____

Title: _____

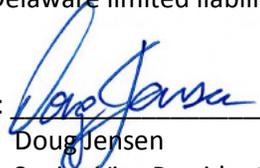
APPROVED AS TO FORM:

Name: _____

Title: _____

"CONSULTANT"

MuniServices, LLC
a Delaware limited liability company

By:  _____

Doug Jensen
Senior Vice President

EXHIBIT A - SCOPE OF WORK

SALES, TRANSACTIONS AND USE TAX AUDIT SERVICES (SUTA) SERVICES

In performing the sales, transactions and use tax audit program CONSULTANT shall:

1. Identify and correct the sales/transactions/use tax reporting errors of businesses that, based on the nexus of their activities, are not properly registered with the CITY.
2. Identify and correct the reporting of businesses that are improperly reporting tax to state and county pools (i.e. classifying sales tax as use tax) and thereby depriving the CITY of sales tax revenue.
3. Detect, document and correct sales/transactions/use tax reporting errors/omissions and thereby generate new, previously unrealized revenue for the CITY.
4. Ensure through comprehensive audit measures that the revenue information used for ongoing economic analysis includes all sales/transactions/use tax generators.
5. Assist the CITY with strategies to preserve and even enhance sales and use tax revenue generated by existing businesses within the CITY.

CONSULTANT's proposed sales/transactions/use tax allocation audit services for the CITY includes five distinct types of audits:

- Taxable Nexus Field audits
- Permitization audits
- Deficiency assessment audits
- Accounts payable audits
- Quarterly Distribution Report audits

Taxable Nexus Field Audits

CONSULTANT's initial and periodic taxable nexus field audits include a physical canvassing and evaluation of sales/transactions/use tax generating businesses located in the CITY. In the absence of this undertaking, significant misallocations will remain undetected. CONSULTANT's field audits focus on those businesses located in the CITY from which the CITY has not been receiving sales/transactions/use tax revenue.

Permitization Audits

Wholesalers, contractors, processors, manufacturers and other non-retail businesses will frequently not have a sales tax permit properly registered to the CITY in which they are located because their business operations do not include a point-of-sale qualifying activity. However, these companies will often generate local sales/transactions/use tax from the California Department of Tax and Fee Administration (formerly State Board of Equalization) (CDTFA) State Board of Equalization (BOE) audit deficiency assessments, occasional sales (i.e., mergers and acquisitions), and self-accrual of use tax on purchases. CONSULTANT's field audits facilitate the identification and correction of improperly registered permits for companies having point-of-sale operations in the CITY.

Deficiency Assessment Audits

When the CDTFA audits taxpayers for sales/transactions/use tax compliance, it is not uncommon for the taxpayer to receive a substantial deficiency assessment due to underpayments and/or under-collections. In many cases, the local allocation portion of the deficiency assessment is distributed in error to the State pool, county pools, or other jurisdictions. Accordingly, CONSULTANT has developed proprietary criteria and techniques to detect and correct CDTFA deficiency assessment misallocations and thus expand the benefits produced by CONSULTANT's allocation audit service.

Accounts Payable Audits

When California taxpayers purchase tangible personal property for which title passes out-of-state, the transactions are subject to use tax (rather than sales tax) which is collected by the vendor who in turn remits it to the CDTFA, with the local allocation typically distributed statewide or countywide through the pools.

Under certain conditions, the seller may allocate the local tax by situs or the CITY may elect to self-accrue the use tax and remit it directly to the CDTFA, in which case the local portion will come back to the CITY in the same manner as sales tax.

CONSULTANT's accounts payable audit will include a review of the CITY's purchases to identify opportunities for the CITY to capture the 1% local allocation on purchases subject to use tax and the local district tax where applicable. In this regard, CONSULTANT will prepare the documentation to facilitate the election, including assistance in preparing and filing the tax returns.

Quarterly Distribution Report Audits

Every three months, the CITY and CONSULTANT receive a Quarterly Distribution Report (QDR) from the CDTFA with the local allocation amount reflected by permit number.

CONSULTANT's QDR audits detect and correct taxpayer-reporting errors and thereby generate new, previously unrealized sales/transactions/use tax revenue for the CITY. CONSULTANT's QDR audits focus on those accounts where CONSULTANT observes a substantial decline in the sales/ transactions/use tax revenue allocation for a particular business entity in a given quarter. In most cases, accounts showing zero balances have either relocated or simply reported late, in which case the payments will not be reflected until the next quarter's QDR. Therefore, six months must lapse before the QDRs indicate whether a zero-balance account can be attributed to a late payment or a misallocation.

Cities and counties may only recover misallocated Bradley-Burns sales tax revenue for three quarters prior to the CDTFA being notified of the reporting error and misallocated District tax revenues for between three quarters and three years. Therefore, QDR audits must be conducted in a timely manner in order to preserve the opportunity for the CITY to recover misallocated revenue. CONSULTANT shall conduct the QDR audit each and every quarter to minimize the potential of lost revenue to the CITY.

Confidentiality Provisions

CONSULTANT qualifies under Section 7056 of the Revenue and Taxation Code to review (Bradley-Burns) confidential taxpayer information and documentation before the CDTFA. CONSULTANT is hereby authorized by this Agreement to examine transaction tax, sales tax, and use tax records of the CDTFA pertaining to the ascertainment of those sales or transactions and use taxes to be collected for the CITY pursuant to contract under the Bradley-Burns Uniform Sales and Use Tax Law and California Revenue & Taxation Code applicable to transactions and use taxes. If the CITY adopts a new transaction tax or taxes after the effective date of this Agreement the parties intend for the work under this agreement to include that tax or taxes.

- CONSULTANT is required to disclose information contained in, or derived from, those sales, transaction, and use tax records only to an officer or employee of the CITY who is authorized by resolution to examine the information.
- CONSULTANT is prohibited from performing consulting services for a retailer during the term of this Agreement.
- CONSULTANT is prohibited from retaining the information contained in, or derived from, those sales, transaction, and use tax records, after this Agreement has expired.

This Agreement, and CONSULTANTS and CITY's obligations with respect to confidentiality of taxpayer data pursuant to the Bradley Burns Revenue and Taxation Code, shall continue until final payment for all services rendered hereunder.

Deliverables

SUTA Detection and Documentation

CONSULTANT shall represent the CITY for purposes of examining CDTFA records pertaining to sales and use tax to identify errors and omissions. CONSULTANT's procedures for detecting and documenting misallocations are as follows:

1. Review applicable provisions of the CITY's municipal code and ordinance adopted by the CITY to determine applicability.
2. Procure a computer tape of sales/transactions/use tax permit records from the CDTFA.
3. Analyze sales tax distribution reports provided by the CDTFA for five or more of the most recent consecutive quarters.
4. Clean-up, standardize and computerize data from CITY's quarterly sales tax distribution reports provided by CDTFA for previous quarters, current quarter and each future quarter service is provided.
5. Prepare an aggregated list of business entities on electronic media; this list is derived from multiple private and public sources (hard copy and electronic), including specialized business listings and directories, the CITY's sales and use tax payment files, and an electronic copy of the CITY's Business License Tax registry, updated no less than twice per year.
6. Clean, standardize and integrate, in address-order, each entity's business name, address and payment file information, to eliminate redundancies, using CONSULTANT's proprietary software.
7. Physically canvas commercial/industrial area within the CITY's borders.

8. Develop a target list of potential point of sale/use reporting errors/omissions based on:
 - a. An electronic comparison of CONSULTANT's comprehensive inventory against the CDTFA's quarterly distributions for the CITY, and
 - b. An analysis of each potentially misallocated account based on proprietary guidelines established by CONSULTANT.
9. Meet with designated CITY official(s) to review service objectives and scope, CONSULTANT workplan schedule, public relations and logistical matters.
10. Contact personnel in sales, operations and/or tax accounting at each target business to determine whether a point-of-sale/use reporting error exists. (Note: this is accomplished with the highest regard to discretion and professional conduct. CONSULTANT's allocation audits are predicated on a non-controversial, constructive public relations approach which emphasizes the importance of each business to the CITY and the mutual benefits of correcting reporting errors.)
11. Provide to the CITY and CDTFA reports addressing each taxpayer reporting error individually, including the business name, address, telephone number, California sales tax permit number, individuals contacted, date(s) of contact, nature of business, reason(s) for error, recommended corrective procedure and, if available, estimated sales/transactions/use tax revenue which should be forthcoming to the CITY.
12. CONSULTANT may also provide suggested language for letters to be sent to the taxpayers and/or CDTFA from the CITY (or from CONSULTANT on behalf of the CITY) urging cooperation in promptly correcting the distribution error.
13. Respond to negative findings by CDTFA with timely reconfirmation documentation in order to preserve the CITY's original dates of knowledge.
14. Receive and process registration control record information monthly.
15. Receive and process sales tax distribution reports quarterly.
16. Coordinate with the taxpayer and CDTFA to make the necessary corrections and collect eligible back quarter's amounts.
17. Monitor and analyze the quarterly distribution reports with an audit focus on the following:
 - a. Accounts with previously reported point-of-sale/use distribution errors to ensure that the corrections are made for current quarters and all eligible back quarters.
 - b. Major accounts comprising 90% or more of the CITY's total sales tax revenue to identify any irregularities or unusual deviations from the normal pattern (e.g. negative fund transfers, significant decreases, unusual increases, etc.) and ensure that the CITY is not receiving less revenue than it is entitled to.
 - c. Those accounts receiving deficiency assessments to ensure that the CITY receives its local allocation
18. Identify opportunities for the CITY to recover local allocation on purchase transactions subject to use tax. Prepare the necessary documentation to facilitate recovery, including assistance in preparing and filing the returns.

SUTA Detection Timing Considerations

For each misallocated account detected, CONSULTANT will coordinate with the business and CDTFA to make the necessary corrections plus retroactive adjustments for eligible amounts of sales/transactions/use tax improperly distributed in prior quarters. CONSULTANT coordinates and communicates between typically four parties; sales/operations personnel at the taxpayer's local operation, tax personnel at the company's corporate headquarters, and CDTFA personnel and the in-state/out-of-state district offices. Correction of the account is considered to have been made once the payments on identified taxpayer accounts are being properly allocated by the taxpayer to the CITY in the period in which the payment was made.

As needed, CONSULTANT will represent the CITY before state officials, boards, commissions and committees for the purpose of correcting sales tax distribution errors that have deprived the CITY of revenue to which it is entitled.

SALES/USE TAX ANALYSIS & REPORTING SERVICE (STARS)

1. **Stars Reports.** Within thirty (30) days of receipt of monthly and/or quarterly sales tax data from the applicable governmental authorities, CONSULTANT shall provide CITY with electronic access to updated STARS Reports.
 - 1.1 **General Reporting Contents.** The STARS Reports are dependent on availability of data received from applicable governmental authorities. The online STARS Reports allow CITY's staff to interact with sales tax data from the permit level to citywide level; on a cash or economic basis; by quarter or year; and by classification grouping include economic category and segment. The STARS Reports provide CITY with access to sales and use tax data online and via mobile devices. In addition, reports can be exported to Microsoft Excel or Adobe PDF formats. The reports available may include:
 - A Cash Dashboard.
 - An Economic Dashboard.
 - An Economic Change Report.
 - A business look-up report.
 - A Taxpayer Ranking Report.
 - Geo-Areas.
 - 1.2 **Sales Tax Forecast.** CONSULTANT also provides a Sales Tax Forecast that identifies historical sales tax and projected sales tax for pessimistic, most likely and optimistic scenarios.
 - 1.3 **Accuracy.** The STARS Reports rely on information provided by applicable governmental authorities and third-parties. CONSULTANT will endeavor to verify, remove redundancies, or otherwise clean or standardize the information provided by governmental authorities or any third parties.
 - 1.4 **Timing.** CONSULTANT's obligation to provide the STARS Reports is conditioned on CITY's delivery of required, signed documentation to CONSULTANT to access the proper data from the applicable governmental authorities.
 - 1.5 **Paper reports.** Some of the reports may be delivered in paper-based or excel formats while our online report platform continues to be expanded. For example, Geo Area reports are currently still being provided in paper format. As we expand the online portal, additional reports will become available on your home page.

CITY Assistance

1. **Confidentiality.** The information provided to the CITY in the STARS Reports is confidential. It is not open to public inspection. A CITY may use the information only for lawfully permitted purposes. CITY shall not distribute the STARS Reports to any person unless that person is legally entitled to access the information in the STARS Reports, or except as may otherwise be required by law or court order.

CONSULTANT is authorized by this Agreement to examine transaction tax, sales tax, and use tax records of the CDTFA to be collected for CITY. CONSULTANT is required to disclose information contained in, or derived from, those transaction, sales, and use tax records only to an officer or employee of the CITY who is authorized by resolution to examine the information. CONSULTANT is prohibited from performing consulting services for a retailer during the term of this Agreement. CONSULTANT is prohibited from retaining the information contained in, or derived from, those transaction, sales, and use tax records, after this Agreement has expired.

2. **Data.** In order for CONSULTANT to provide the STARS Reports, the CITY will need to deliver to CONSULTANT the signed documents/authorizations required to access the proper data from the applicable governmental authorities as may be required by law.
3. **Additional Terms.**
 - a. **License.** CONSULTANT grants to CITY a license for each of CITY's designated users to access the New STARS reports service for so long as this Agreement is in effect. Each of CITY's designated users must be submitted in writing to CONSULTANT. CONSULTANT will provide the user with the necessary log-in information. Any passwords issued for this service may only be used by the person to whom the password is issued; sharing of passwords is STRICTLY PROHIBITED. CITY has the obligation to protect those passwords.

- b. Limitations of Liability.** CONSULTANT is not responsible for any breach of data resulting from CITY's failure to protect passwords or systems used to access the Service. CONSULTANT does not warrant that the service is error free. CONSULTANT DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE SOFTWARE, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. Some jurisdictions do not allow the exclusion of implied warranties or limitations of how long an implied warranty may last, or the exclusion of limitation of incidental damages, so the above limitations or exclusions may not apply to CITY. In no event shall CONSULTANT or its licensors, suppliers, or licensees be liable to CITY for any consequential, special, incidental, or indirect damages of any kind arising out of the performance or use of the service, even if CONSULTANT has been advised of the possibility of such damages.
- c. Non-disclosure.** CITY's use of the New STARS services is conditioned on CITY's agreement not to make the service or any of output of the system available to CONSULTANT's competitors. Nothing in this provision prohibits the CITY from exporting data and formatting it for its own use or from making documents marked as 'public' known to the public.

EXHIBIT B - COMPENSATION SALES, TRANSACTIONS AND USE TAX AUDIT SERVICES (SUTA) SERVICES

CONSULTANT's compensation for the Sales, Transactions and Use Tax Audit Service is a 15% contingency fee. This fee applies to revenue received for six quarters beginning with the quarter in which the Date of Correction falls and all eligible prior quarters back to and including the three quarters prior to the Date of Knowledge quarter for Bradley-Burns sales tax revenues and all eligible prior quarters back to and including all corrected quarters prior to the Date of Knowledge quarter for district tax revenues. As used herein, the Date of Knowledge is the quarter during which CONSULTANT notifies the CDTFA of the existence of a misallocation. As used herein, the Date of Correction refers to the quarter in which the taxpayer has correctly reported the local tax and the CDTFA distributes the local tax properly to CITY based on the taxpayer's reporting. For QDR Misallocations detected and corrected, CONSULTANT's compensation shall only include the quarters for which the misallocation actually occurred.

Invoicing/Billing

CONSULTANT will invoice CITY quarterly based on past and/or prospective compliance secured on behalf of CITY. Invoices are due and payable upon receipt.

All expenses incurred by CONSULTANT in providing the Sales Tax service are the sole and exclusive responsibility of CONSULTANT, except those expenses that receive prior written approval by CITY.

Additional Consulting

CITY may request that CONSULTANT provide additional consulting services at any time during the term of the Agreement. If CONSULTANT and CITY agree on the scope of the additional consulting services requested, then CONSULTANT shall provide the additional consulting on a Time and Materials basis. Depending on the personnel assigned to perform the work, CONSULTANT's standard hourly rates range from \$75 per hour to \$200 per hour.

The following are sample hourly rates based on the job classification:

- Principal: \$200 per hour
- Client Services: \$175 per hour
- Information Technology (IT) support: \$150 per hour
- Operational Support:
 - Director or Manager: \$175 per hour
 - Senior Analyst: \$125 per hour
 - Analyst: \$100 per hour
 - Administrative: \$75 per hour

These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred. All reimbursable expenses shall receive prior approval from the CITY and shall be reimbursed at cost to CONSULTANT.

Completion of Services

Notwithstanding any other provision of this Agreement, because CONSULTANT's services performed hereunder result in corrections of misallocations and other revenue after cessation of services by CONSULTANT for CITY, CITY agrees that with regards to misallocations identified to the CDTFA whose Date of Knowledge occurred during CONSULTANT's performance of services for CITY or for other revenue resulting from CONSULTANT's actions taken during the term of this Agreement, that CITY's obligation to pay CONSULTANT in accordance with the compensation language of this Agreement shall survive expiration or termination of this Agreement for any reason. Additionally, notwithstanding any other provision of this Agreement, if this Agreement is terminated or expires, CONSULTANT shall continue to pursue corrections of accounts identified during the term of this Agreement that have not been corrected by the CDTFA as of the effective date of termination or expiration. The period after termination during which CONSULTANT is pursuing correction of accounts identified before termination is referred to as the "completion period." CITY shall compensate CONSULTANT in accordance with the compensation language of this Agreement for corrected misallocations that result from CONSULTANT's efforts during the completion period. CITY will also take all necessary steps to allow CONSULTANT to continue to receive the required information from the CDTFA during this completion period.

SALES/USE TAX ANALYSIS & REPORTING SERVICE (STARS)

- 1. Base Package Annual fee.** CITY shall pay CONSULTANT an annual fee of \$2,000 (“annual fee”) payable in four equal quarterly payments of \$500. This includes a mutually agreeable number of Geo Areas. CONSULTANT will invoice the CITY on a quarterly. Invoices are due and payable within thirty (3) days of receipt. If this Agreement is terminated for any reason, the CITY remains obligated to pay CONSULTANT the quarterly payments of the annual fee for the quarters before the effective date of termination.
- 2. Adjustments.** CONSULTANT will adjust the Base Package Annual Fee and any of the optional fees at the beginning of each calendar year by the percentage change in the Consumer Price Index that pertains to CITY’s geographic area as reported by the Bureau of Labor Statistics. Annual Fee adjustment shall not be less than two percent (2%) or greater than ten percent (10%).
- 3. Additional Paper Copies.** CONSULTANT shall provide CITY additional paper, bound copies of the STARS Reports upon CITY’s request at the rate of \$200 annually per additional copy, payable by CITY in quarterly installments of \$50 per additional copy.
- 4. Additional Consulting.** CITY may request that CONSULTANT provide additional consulting services at any time during the term of the Agreement. If CONSULTANT and CITY agree on the scope of the additional consulting services requested, then CONSULTANT shall provide the additional consulting on a Time and Materials basis. Depending on the personnel assigned to perform the work, CONSULTANT’s standard hourly rates range from \$75 per hour to \$200 per hour.

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- Principal: \$200 per hour
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- Information Technology (IT) support: \$150 per hour
- Operational Support:
 - Director or Manager: \$175 per hour
 - Senior Analyst: \$125 per hour
 - Analyst: \$100 per hour
 - Administrative: \$75 per hour

These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred.

EXHIBIT C - MuniServices Helpful Contacts

Contact	Project Role	Phone	Email
Doug Jensen	SVP Client Services	559.288.8943	doug.jensen@muniservices.com
Robert Hamud	Client Services Manager	559.960.6091	robert.hamud@muniservices.com
Janis Varney	VP Misallocation - SUTA	559.271.3011	janis.varney@muniservices.com
Irene Reynolds	Client Relations Manager	559.271.6867	irene.reynolds.@muniservices.com
Jaimie Lewis	Billing Department	571.485.7875	billing@muniservices.com
Francesco Mancia	VP Government Relations	559.288.7296	fran.mancia@muniservices.com
Brenda Narayan	Dir. Government Relations	916.261.5147	brenda.narayan@muniservices.com
Patricia A. Dunn	Contracts Manager	559.271.6852	patricia.dunn@muniservices.com



**CITY OF ARVIN
Staff Report**

Meeting Date: April 3, 2018

TO: Arvin City Council
FROM: Jerry Breckinridge, Interim City Manager
SUBJECT: Arvin Chamber of Commerce Special Event Permit Application – Wildflower Festival

BACKGROUND:

The Arvin Chamber of Commerce has submitted a Special Event Permit Application to hold the Arvin Wildflower Festival in Smothermon Park from April 27 through April 30, 2017. The event will include music, carnival rides, booths, and local vendors. Alcohol will also be sold at this event.

Based on the anticipated attendance and nature of the event, the Police Department will require the event coordinators to provide 14 private security guards during the event. Additionally, 2 private security guards will be required during the setup period for this event. In addition to private security, the police department will also have to dedicate police officers on an overtime basis.

Special stipulations will be placed on the Alcoholic Beverage Control (ABC) Daily License, regulating the sale of alcohol during this event. The stipulations will include the hours alcohol can be sold, security requirements, and sales location requirements.

Finally, the City is requiring the applicant to provide three (3) vendor spaces to the City of Arvin at no cost to the City.

FINANCIAL IMPACT:

The estimated overtime cost for police services is \$2200.00, which is unbudgeted.

The fiscal impact on Maintenance and Infrastructure has not yet been determined.

RECOMMENDATION:

Approve Special Event Application with the requirement to abide by stipulations set forth by the Police Department and the City of Arvin. These stipulations include private security guard requirements, ABC Daily License requirements, and Police Department personnel requirements.

ATTACHMENTS:

Special Event Application

CITY OF ARVIN
Community Development
141 Plumtree Drive
Arvin, CA 93203

Phone: (661) 854-2822 – Fax: (661) 854-2969

RECEIVED
OCT 19 2017
BY: *RL*

SPECIAL EVENT PERMIT APPLICATION

ONLY COMPLETED APPLICATIONS WILL BE ACCEPTED

EVENT INFORMATION

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

Event Title: 40TH Annual Wildflower Festival EVENT DATE: 4/26 - 4/29

Estimated Attendance Per Day: 2500 Participants: _____ Spectators: _____

Admission Fee? No Yes Describe 5.00 PER PERSON

Actual Event Hours: 10am - 11pm Set Up/Assembly: 4/23/17 Date: _____ Start Time: 0800 AM

SMOTHERMAN PARK / PAVILLION / SOCCER FIELDS Break Down/Dismantle: 4/30/17 Date: _____ Completion Time: 5:00 pm

Location Address (exact address): 800 WALNUT DR.

Total Number of Consecutive Days: 7 Site Plan Attached: Yes No (Circle)

List any streets that require closure for this event: NONE

APPLICANT & SPONSORING ORGANIZATION INFORMATION

Commercial Non-Commercial

Host sponsoring organization(s): ARVIN CHAMBER OF COMMERCE Contact Person: Randy Thompson

Address: PO BOX 1645 City: ARVIN Zip: 93203

Phone: (661) 854-2265 Fax: (661) 854-9520 email: rthompson@farmersagent.com

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

Name: _____ Address: _____

Phone: _____ Email: _____

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

Responsible person "onsite" day of event: CONRAD ALVAREZ Cell Phone: 342-6089

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

* FEE PAID PRIOR TO FESTIVAL @ \$1500.

APPLICANT MUST COMPLETE ALL THREE PAGES OF THIS DOCUMENT

EVENT INFORMATION

Phone number for public event information: 661 854-2265

Describe parking arrangements in detail for event: Local Side Streets & Public Parking lot

Is plan attached? Yes No (circle)

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

Traffic safety equipment required: No Yes - Describe

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

Describe entertainment & related activities (if not, please explain): Bands 3-9 PM SAT/SUN PAVILLION STAGE
CARNIVAL - VENDORS - LIVE ENTERTAINMENT SAT/SUN

Will food be Served Sold No If yes - Contact person * KERN CO. HEALTH DEPT. * Phone:

Will food be prepared at event Yes No "ISSUING ALL PERMITS TO VENDORS"

Will there be a NO Drawing

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

Hours and type of use: NOON TO @ 9:30 PM - IN PAVILLION

Describe sound equipment: PROFESSIONAL CD. PACWEST SOUNDS - BKSPND

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

Will there be canopies or tents: No Yes - Size and Number 10 X 10 @ 40

Date installed: 4/27/17 Date Removed: 4/22/19 Name of Supplier: SELF/VENDORS

Will booths, bleachers, stages or structures be erected? No Yes - Describe FULL STAGE IN PAVILLION

Will signs or banners be used? STAGE BANNERS No Yes - Describe

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

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

Any other commercial aspects? None

Additional information 40th Annual Festival

APPLICANT MUST COMPLETE ALL THREE PAGES OF THIS DOCUMENT

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

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

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

Print Your Name: _____ Signature: _____ Date: _____

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

For City Use Only

PLANNING DEPARTMENT: Approved: _____ Denied: _____

Signature of Department Official Print Name Date

POLICE DEPARTMENT: Approved: _____ Denied: _____

Signature of Department Official Print Name Date

COMMUNITY DEVELOPMENT DIRECTOR: Approved: _____ Denied: _____

Signature of Community Development Director Print Name Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/19/2017

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

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

PRODUCER Randel D. Thompson Insurance 400 Bear Mountain Blvd. P.O. Box 668 Arvin CA 93203	CONTACT NAME: Randel D. Thompson/Broker 0630337	
	PHONE (A/C, No, Ext): 661-854-5581 FAX (A/C, No): 661-854-9520	
	E-MAIL ADDRESS: rthompson1@farmersagent.com	
INSURED Arvin Chamber of Commerce PO Box 645 Arvin Ca 93203	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Covington Specialty Insurance Company	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input type="checkbox"/>	VBA 466713-00	06/01/2017	06/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
A	<input checked="" type="checkbox"/> Liquor Leagal Liability			" "	06/01/2017	06/01/2018	MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Arvin Chamber of Commerce Annual 40TH ANNUAL WILDFLOWER FESTIVAL
Set-up and continue for 7 days Effective Monday April 23, 2018 @ 0800 thru Monday April 30, 2018 @ 5:00 PM
Entire facility of Smotherman Park, Pavillion and Soccer Field
State Route 223 from Campus Drive to Derby Road
Alcohol Permitted
Additional Insured listed below

CERTIFICATE HOLDER Named as additional Insured City of Arvin, it's officres, officials, employees, agents and volunteers 200 Campus Drive Arvin, Ca 93203	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Randel D. Thompson</i> Randel D. Thompson/Broker CA#0630337



CITY OF ARVIN

141 Plumtree Dr.
P.O. Box 548
Arvin, California 93203
Phone (661) 854-2822, Fax (661) 854-2969

APPLICATION AND LICENSE AGREEMENT FOR USE OF CITY BUILDING/FACILITY NON-PROFIT APPLICATION

This application and license agreement, when properly filled out, approved and signed by the City Manager or his/her authorized representative, shall constitute a license to use the designated building/facility for the times and purposes described below. Applicant/Licensee agrees to abide by the terms of the Application and License Agreement and to pay such fees as may be required.

Select Facility:

- | | | | | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Veteran's Hall
414 4 th St.
Deposit: \$350.00
Fee: \$50 (M-Th)
Fee: \$100 (Fri-Sun) | <input type="checkbox"/> Suite 'Y'
141 'A' St.
Deposit: \$100.00
Fee: \$25.00 | <input type="checkbox"/> Suite 'Y' & Kitchen
141 A' St.
Deposit: \$100.00
Fee: \$50.00 | <input type="checkbox"/> Kiosk Area
141 'A' St.
Deposit: \$50.00
Fee: \$100.00 | <input checked="" type="checkbox"/> Smothermon Pavilion
800 Walnut Dr.
Deposit: \$75.00
Fee: \$75.00 | <input type="checkbox"/> Kovachevich Park
324 5 th Ave. & A St.
Electrical: \$25.00
Water: \$25.00 | <input checked="" type="checkbox"/> Smothermon Park
800 Walnut Dr.
Electrical: \$25.00
Water: \$25.00 |
|------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|

Request for Access to Veteran's Hall & Adjacent Lawn Area on Sunday, one day after Saturday event. (Must complete and sign page 8 & only applicable if renting Veteran's Hall on Saturday) Fee: \$250.00.

Applicant: ARVIN CHAMBER OF COMMERCE Phone Number: 854-2265 OR 661-854-5581

Address: PO BOX 645

Date Requested: Mon April 23, 2018

Activity/Event: 40TH ANNUAL WILDFLOWER FEST

Time of Arrival: 0800

Time of Departure: Mon April 30, 2018 5 pm

Dance: Yes/ No

Fundraising: Yes/No

Admission: Yes/No \$ 5.00

Open to Public: Yes/No

Alcoholic Beverages: Yes/ No Served

No Alcoholic Beverages Permitted at Suite 'Y', Kovachevich Park, Smothermon Park and Kiosk/Grass Area.

No Bounce Houses or Waterslides are allowed at the Adobe Plaza Complex: Veteran's Hall or Kiosk Area and Smother Park/Pavilion.

NOTE: IF SERVING OR SELLING ALCOHOL, ALCOHOL COVERAGE MUST BE STATED ON THE CERTIFICATE OF INSURANCE. YOU MUST OBTAIN A LICENSE FROM THE ALCOHOL BEVERAGE CONTROL (ABC) IF SELLING ALCOHOL.

NOTE: IF SERVING OR SELLING ALCOHOL, YOU ARE REQUIRED TO PROVIDE AT MINIMUM ONE (1) SECURITY GUARD PER FIFTY (50) GUESTS, INCLUDING CHILDREN. IF ALCOHOL WILL NOT BE SERVED OR SOLD YOU ARE REQUIRED TO PROVIDE (1) SECURITY GUARD PER (100) GUEST, INCLUDING CHILDREN.

APPLICATION AND LICENSE AGREEMENT

PAGE 2 OF 8

This License Agreement is between the CITY OF ARVIN (Licensor) and Arvin Chamber of Commerce (Licensee), for the use of SMOTHERMON PARK, (hereinafter referred to as "designated building/facility") on the following date(s) and time(s): 4-23 to 4-30 2018 and the following activity/event: 40th ANNUAL WINDFLOWER FESTIVAL

For the purpose of this License, the building/facility and room(s) identified, as "designated facility" SHALL INCLUDE ANY PARKING LOT, SITE, SIDEWALK OR ACCESS DRIVE connected with it and used or occupied during the scheduled activity.

In consideration for Licensor's granting the right to use the designated facility, LICENSEE AGREES TO THE FOLLOWING REQUIREMENTS, RULES AND RESPONSIBILITIES:

A. REQUIREMENTS:

1. Deposit is required on date of reservation.
2. Application and fees are due **6 weeks** prior to event.
3. Certificate of Liability Insurance and Security Guard form are due **6 weeks (42 days)** prior to event and must be effective for the date(s) and time(s) as described in this agreement. You must file a Certificate of Insurance evidencing that Licensee has Comprehensive Liability Insurance coverage of at least \$500,000 for the Veterans' Hall, and or \$100,000 for Suite 'Y', Suite 'Y' Kitchen, Smothermon Pavilion, and the Kiosk Area, with the City, its officers, officials, employees, agents, and volunteers **named as additional insured** for the scheduled use.

Notwithstanding the requirement for the proof of insurance, Licensee agrees to indemnify Licensor and to save it harmless against any claims for damages or other liability to any person arising out of Licensee's operations and conduct or any person's attendance at the designated facility.

Note: If serving or selling alcohol, **alcohol coverage must be stated on insurance certificate.** You must obtain a license from ABC if selling alcohol.

The City requires security services at a minimum of **one (1) guard per 50 persons** in attendance (including children). **Security services must be provided by a state licensed Private Patrol Operator.**

4. **Cancellations** must be made in writing to Community Development at least **6 weeks (42 days)** prior to the event to receive refund of deposit.
5. A **Penalty fee of \$100.00** will be charged if all of the above is not received within the period of time indicated above.

APPLICATION AND LICENSE AGREEMENT

B. RULES:

1. To conduct its activities and operations only for the activity/event stated in the application.
2. Not to violate, permit or suffer the violation of any Federal, State Law, City, or County ordinance on the premises.
3. To surrender possession of the premises peaceably and promptly at the end of the licensed term.
4. In accord with a Resolution passed by the Board of Supervisors, there shall be **NO SMOKING** allowed in City Buildings/Facilities. No vehicles permitted on grass.
5. To limit attendance on the premises to the stated capacity as posted by the Fire Marshall and copied below:

VETERAN'S HALL	ADOBE PLAZA SUITE 'Y'/ KITCHEN	KIOSK AREA	SMOTHERMON PAVILION
Assembly Capacity: 430 Banquet Capacity: 218	Capacity: 75	Capacity: 75	Capacity: 200

C. RESPONSIBILITIES:

1. **Be Punctual:** You have a 15-minute "grace period" for your scheduled arrival time, after which the City Employee/Staff and/or Police Officer may write you up as a "NO SHOW" and leave. Should you be written up as a "NO SHOW" and the return of the staff member is required for your event there will be a call out charge of \$50.00 that will be deducted from your deposit. **There will be an additional charge of \$50.00 for each additional call out where any City Employee is required to go to the facility. Call outs made for service or assistance must be made and approved by applicant/licensee before City employee(s) will respond.**
2. **Set-up / Clean up:** Your scheduled arrival and departure times should allow for whatever set-up and clean up may be required for your function. If you need to make any adjustments, you must call the City of Arvin, Community Development at 854-2822 to do so. Clean-up shall include the following:
 - a. Sweep and Mop Floors. (City does not provide cleaning products. Applicants must bring their own nonabrasive cleaning products. Please do not use abrasives to clean.)
 - b. Wipe off Tables, Fold, and Put Away.
 - c. Wipe off Chairs, Fold and Put Away.
 - d. Empty Trash Cans and Interior Garbage Cans into outside bins.
 - e. Pick up Trash in Bathrooms and Empty into outside bins.
 - f. Pick up Trash on Grounds, including Parking Lots, Walkways, and Patios.
 - g. Remove all decorations from inside and outside building
3. **Decorations:** Decorations may not be attached to ceiling or walls.
4. **Do Not Leave the Room Unattended:** If your function ends earlier than scheduled, you may call City staff at (661) 487-8544 to come and check you out. If you are unable to reach City staff, you must wait in the Building/Facility until the scheduled checkout time. If you leave without checking out, you are liable for any damage or loss that is noted by City staff on their return to the Building/Facility.

APPLICATION AND LICENSE AGREEMENT

PAGE 4 OF 8

5. **No Removal of Equipment:** No equipment such as coffeemakers, tables, chairs, or any other property belonging to the City may be removed from the building.
6. **Observe the Golden Rule:**
 - a. Children should be cautioned to be reasonably quiet and to stay within the area reserved by the applicant/licensee.
 - b. When two or more organizations are using the Adobe Plaza area at the same time, each should respect the other's need for privacy and peace and quiet.
7. **No Gratuities:** City staff/employees are not to be offered gratuities; if you wish to express appreciation for their services, please do so by writing to the City Manager at: City of Arvin, P.O. Box 548, Arvin, CA 93203.

II. IT IS FURTHER UNDERSTOOD AND AGREED THAT:

- a) This License does not evidence a partnership or joint venture. Licensee has full responsibility for the operation of the premises subject to this License.
- b) This License is effective only for the date(s) and time(s) as described in this agreement and is not transferable. Any change must be submitted for approval in writing or in person to the City of Arvin.
- c) In the event of the breach by Licensee of any terms, conditions, or agreement assumed by it in this License, this License and privilege for use of City buildings/facilities shall be terminated and Licensee shall immediately surrender possession of the premises. In the event Licensor has to resort to legal action to enforce any provision of this License or to obtain restitution for damages, Licensee agrees to pay all the costs and expenses of such action, including reasonable attorney's fees.
- d) I have received the following forms and will comply with all rules and regulations of said forms:
 - **Application and License Agreement for Use of City Building/Facility**
 - **Walk Thru/Clean Up Checklist**
 - **Security Guard Form**
 - **Application for Use of City Building The Day Before Event**

*I/We agree to the Requirements, Rules, and Responsibilities for use of the City Building/Facility listed in this agreement and TO LEAVE THE BUILDING/FACILITY IN A CLEAN, NEAT AND ORDERLY CONDITION and TO PAY ANY DAMAGES INCURRED. Misrepresentation of any facts related to this application could result in additional charges being assessed and / or building use privileges being suspended.

LICENSOR:
City of Arvin

By: _____

Date: _____

LICENSEE:
Individual/Organization

By: Raouf Thompson Sec/ma

Date: 1-18-2018

Further information or clarification regarding the rules for use of city facilities may be obtained by calling City of Arvin, Community Development at (661) 854-2822.

APPLICATION AND LICENSE AGREEMENT

PAGE 5 OF 8

WALK THRU/CLEAN-UP CHECKLIST

FORM TO BE COMPLETED AT TIME OF WALK-THRU

DATE: _____

APPLICANT NAME: Arvin Chamber of Commerce

*WALK THRUS ARE SCHEDULED AT 8:00 A.M. DAY OF YOUR ACTIVITY/EVENT OR THE FRIDAY PRIOR TO.

SMOTHERMAN PARK - ENTIRE PARK & PAVILION

The designated building/facility should be clean and neat. If anything looks out of order, please make a note of it below under "Exceptions". It is in your best interest to be thorough in your walk-thru so that your group will not be assessed for damage done by previous users.

Exceptions: _____

Accepted in Good Order by: _____ Date: _____
Applicant/Licensee Signature

Acknowledged by: _____
City Employee

CLEAN UP CHECKLIST:

The following items are a guide only, and represent minimum standards for returning the facility to proper order:

- A. Sweep and Mop Floors. (City does not provide cleaning products. Applicants must bring their own nonabrasive cleaning products. Please do not use abrasives to clean.)
- B. Wipe off Tables, Fold and Put Away.
- C. Wipe off Chairs, Fold and Put Away.
- D. Empty Trash Cans and Interior Garbage Cans into outside bins.
- E. Pick up Trash in Bathrooms and Empty into outside bins.
- F. Pick up Trash on Grounds, including Parking Lots, Walkways, and Patios.
- G. Remove all decorations from inside and outside building.

Please Note: A complete inspection will be made by the City Staff who will determine if there are any damages to the designated building/facility. Damage to or loss of City property will be charged at actual cost for repair or replacement. Until assessed charges for clean up or damages have been paid further use of City facilities may be suspended.

Your Walk Thru is scheduled for: _____ @ _____
Date Time Initials of Applicant

APPLICATION AND LICENSE AGREEMENT

PAGE 7 OF 8

APPLICATION FOR USE OF CITY FACILITY
THE DAY BEFORE EVENT

This application, when properly filled out, approved and signed by the City Manager or their authorized representative, shall constitute a license to use the specified facilities for the times and purposes described below. Applicant/Licensee agrees to abide by the terms of this Agreement and to pay such fees as described below.

PLEASE NOTE: Applicant is allowed to use the (Designated Facility) on the day before their event only if the designated facility is not already reserved for another activity or event for the facility requested.

Designated Facility:

Purpose: Use of (Designated Facility) the day before the event/activity described and agreed upon according to the Application for Use of City Facility and License Agreement.

Fee: \$20 per hour. This fee will be deducted from your deposit unless you choose to pay this fee separately and in advance at the time you pay the deposit. "No show" and call-out fees will apply according to section I.C. of this agreement.

Applicant/Licensee (Print Name):

Date (Day Before Event):

Time of Arrival: Time of Departure:

Applicant/Licensee is allowed to use the (Designated Facility) on the day before the event only for the following reasons:

- 1. Decoration of Hall
2. Arrangement of Tables and Chairs
3. Rehearsal

If the Applicant/Licensee fails to fulfill the following requirements, Applicant/Licensee will not have the privilege to use the (Designated Facility) the day before their event:

- 1. If Applicant/Licensee is late or misses their appointment to view the (Designated Facility)
2. If all required deposits and fees have not been paid.
3. If all required documents listed below have not been signed and returned to City Hall:
a) Application and License Agreement for Use of City Building/Facility
b) Certificate of Liability
c) Security Guard Form
d) ABC License (if needed)

PLEASE NOTE: The City will not be liable for any damages done to the City Facility listed above or surrounding areas. Licensee agrees to pay for all costs and expenses of such actions, including reasonable attorneys' fees.

LICENSOR
City of Arvin

LICENSEE
Individual/Organization

Signature:

Signature:

Print Name:

Print Name:

Date:

Date:

I decline to use the Facility as listed on this contract for the day before event. I am aware that if I choose to rent the facility for the day before event, I must do so within 3 business days prior to my event date.
Initials Date:

APPLICATION AND LICENSE AGREEMENT
PAGE 8 OF 8

APPLICATION FOR CLEANUP OF VETERAN'S HALL
ON A SUNDAY (8am - 12noon ONLY) AFTER SATURDAY EVENT

This application, when properly filled out, approved and signed by the City Manager or their authorized representative, shall constitute a license to access the specified facilities for the times and purposes described below. Applicant/Licensee agrees to abide by the terms of this Agreement and to pay such fees as described below. This is not applicable for events held on Saturdays in City buildings/facilities other than in the Veteran's Hall.

RULES / REQUIREMENTS:

- Applicant/Licensee is allowed access to the Veteran's Hall including the adjacent outdoor lawn area on the Sunday, one day following the Applicant's/Licensee's Saturday event, only for purposes of cleaning the facility and removal of Applicant's/Licensee's non-city owned items and only if the Veteran's Hall and surrounding facilities, including the Kiosk/outdoor lawn area is not already reserved at the time Applicant/Licensee provides payment of required fee for Saturday's event.
- Access on Sunday for cleaning or removal of Applicant's/Licensee's non-city owned items is allowed from 8:00 a.m. to 12noon only.
- Sunday cleaning reservations may be made at the time payment of fee is made for the Saturday event. Payment is to include a **non-refundable fee of \$250.00** for access on Sunday plus Saturday's required deposit and fee amount.
- No additional deposit is required to reserve Sunday for clean-up purposes. No events/functions/meetings may occur on Sunday. Access for Sunday is for cleaning and removal of non-city owned items only. **City is not responsible for damages to or loss of Applicant's/Licensee's items or non-City owned items.**

FEE: \$250.00 (non-refundable fee) for Sunday for 8:00am to 12noon only. This fee must be paid in advance at the time Applicant/Licensee pays the fee for Saturday's event. "No show" and call-out fees will apply according to section I.C. of this agreement.

Applicant/Licensee (Print Name): _____ Date (Sunday's Date): _____

Time of Arrival: _____ (no earlier than 8:00am) Time of Departure: _____ (no later than 12noon)

Applicant/Licensee is allowed access to the Veteran's Hall and adjacent outdoor lawn area on the Sunday (one day after Saturday event) only for the following reasons:

1. Clean-up of Veteran's Hall and Adjacent Outdoor Lawn Area
2. Removal of Applicant's/Licensee's Non-City Owned Items

If the Applicant/Licensee fails to fulfill the following requirements, Applicant/Licensee will not have the privilege to access the Veteran's Hall and adjacent outdoor lawn on the Sunday noted above:

1. If all required deposits and fees have not been paid.
2. If all of the following required documents have not been signed and returned to City Hall: a) Application and License Agreement for Use of City Building/Facility; b) Certificate of Liability; c) Security Guard Form; & d) ABC License (if needed)

***I/We agree to the Requirements, Rules, and Responsibilities for access to the City Building/Facility listed in this agreement. The City will not be liable for any damages done to the City Building/Facility listed above. City is not responsible for damages to or loss of Applicant's/Licensee's items or non-City owned items. Damage to or loss of City property will be charged to Licensee at actual cost for repair or replacement. Licensee agrees to pay for all costs and expenses of such actions, including reasonable attorneys' fees.**

LICENSOR
City of Arvin

Signature: _____

Print Name: _____

Date: _____

APPLICANT / LICENSEE
Individual/Organization

Signature: _____

Print Name: _____

Date: _____



**CITY OF ARVIN
City Council**

Meeting Date: April 3, 2018

TO: Arvin City Council Members

FROM: Chief Jerry Breckinridge, Interim City Manager
John Oshimo – Housing Consultant
Jake Raper, City Planner – Contract JAS Consultant

SUBJECT: Public Hearing – Second Reading and Adoption of An Ordinance Approving Zone Change Application No. 2018-01, amending City of Arvin Zoning Map on one parcel comprising of 6.84 acres from R-3 (Limited Multiple-Family Dwelling) to R-4 (Multiple-Family) located on Assessor Parcel Number (APN 190-030-48) located at the southwest corner of Tejon Highway and Richardson Road (the easterly extension of Varsity Avenue. Consideration of adoption of Negative Declaration for the proposed project.

RECOMMENDATION

Staff recommends that the City Council consider introducing the Ordinance to be read by title only, open the hearing, allow for public testimony, close the hearing, waive the second reading of the Ordinance and adopt the Ordinance. The Ordinance was previously introduced by the City Council on March 27, 2018.

BACKGROUND

The City Council on March 27, 2018 conducted a public hearing, received public testimony and considered the Planning commission recommendation to approve the proposed ordinance and to accept the California Environmental Quality Act (CEQA) Negative Declaration for the proposed zone change. The City Council closed the public hearing and by majority vote accepted the Planning Commission recommendation and introduced the proposed Ordinance by title only and approved the Negative Declaration.

SUMMARY:

The ordinance amendment will amend the City of Arvin's Zoning Map and change the zoning classification of the project site, Assessor Parcel Number (APN 190-030-48) located at the southwest corner of Tejon Highway and Richardson Road (the easterly extension of Varsity Road), consisting of 6.84 acres from R-3 (Limited Multiple-Family Dwelling to R-4 (Multiple-Family)

PUBLIC NOTICE:

The summary of the proposed ordinance amendment was published five (5) days prior to the City Council taking last action of adoption in accordance with Government Code Section 36933.

A Certified Copy of the full and complete ordinance, in accordance with Government Code Section 36933, was available at the City Clerk's Office, 200 Campus Drive, Arvin, CA 93203 and provided opportunity for review by the public during normal business hours. In addition, the full and complete ordinance is available on the City of Arvin's web site www.arvin.org.

EXHIBITS:

Ordinance Approving Zone Change Application No. 2018-01, amending City of Arvin Zoning Map on one parcel comprising of 6.84 acres from R-3 (Limited Multiple-Family Dwelling to R-4 (Multiple-Family) located on Assessor Parcel Number (APN 190-030-48) located at the southwest corner of Tejon Highway and Richardson Road (the easterly extension of Varsity Avenue). Consideration of adoption of Negative Declaration for the proposed project.



**CITY OF ARVIN
City Council**

Special Meeting Date: March 27, 2018

TO: Arvin City Council Members

FROM: Jerry Breckinridge, Acting City Manager
John Oshimo, Housing Consultant
Jake Raper, City Planner

SUBJECT: **Public Hearing – Ordinance Approving Zone Change Application No. 2018-01, amending City of Arvin Zoning Map on one parcel comprising of 6.84 acres from R-3 (Limited Multiple-Family Dwelling) to R-4 (Multiple-Family) located on Assessor Parcel Number (APN 190-030-48) located at the southwest corner of Tejon Highway and Richardson Road (the easterly extension of Varsity Avenue. Consideration of adoption of Negative Declaration for the proposed project.**

RECOMMENDATION

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

BACKGROUND

The Planning Commission on March 13, 2018 conducted a public hearing, received the staff report, presentation, and discussed the proposed rezoning of the vacant 6.84-acre site from R-3 to R-4 in support of the City’s Housing Element goals, policies and programs. The Planning Commission after providing opportunity for public input, closed the public hearing adopted Resolution No. APC 2018-01 that recommended that the City Council approve the rezone from R-3 to R-4 and approve the Negative Declaration as the appropriate environmental document.

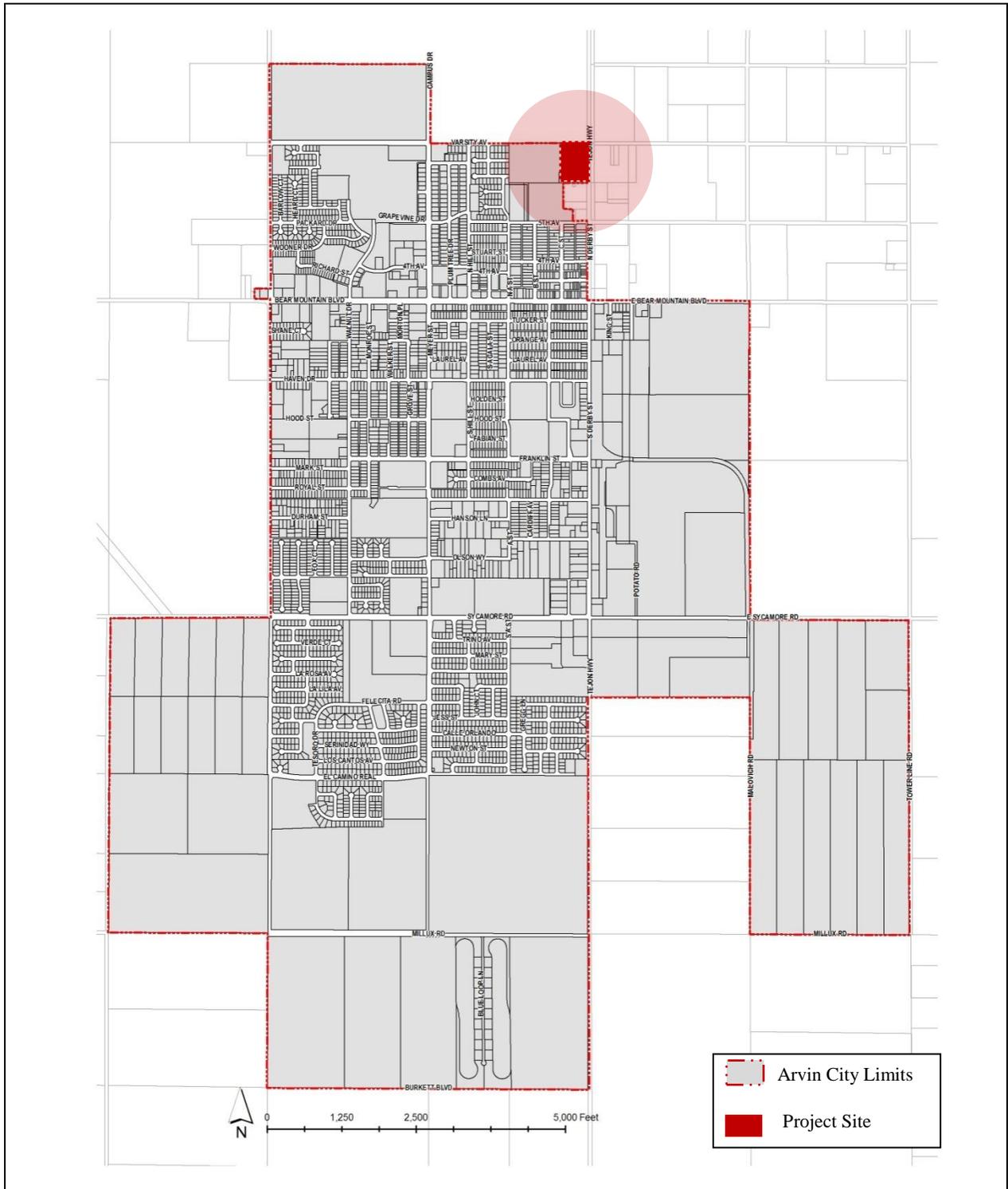


Figure 1
City of Arvin and Project Site



Figure 2
Aerial of Project Site



Figure 3
View of Project Site from Tejon Highway

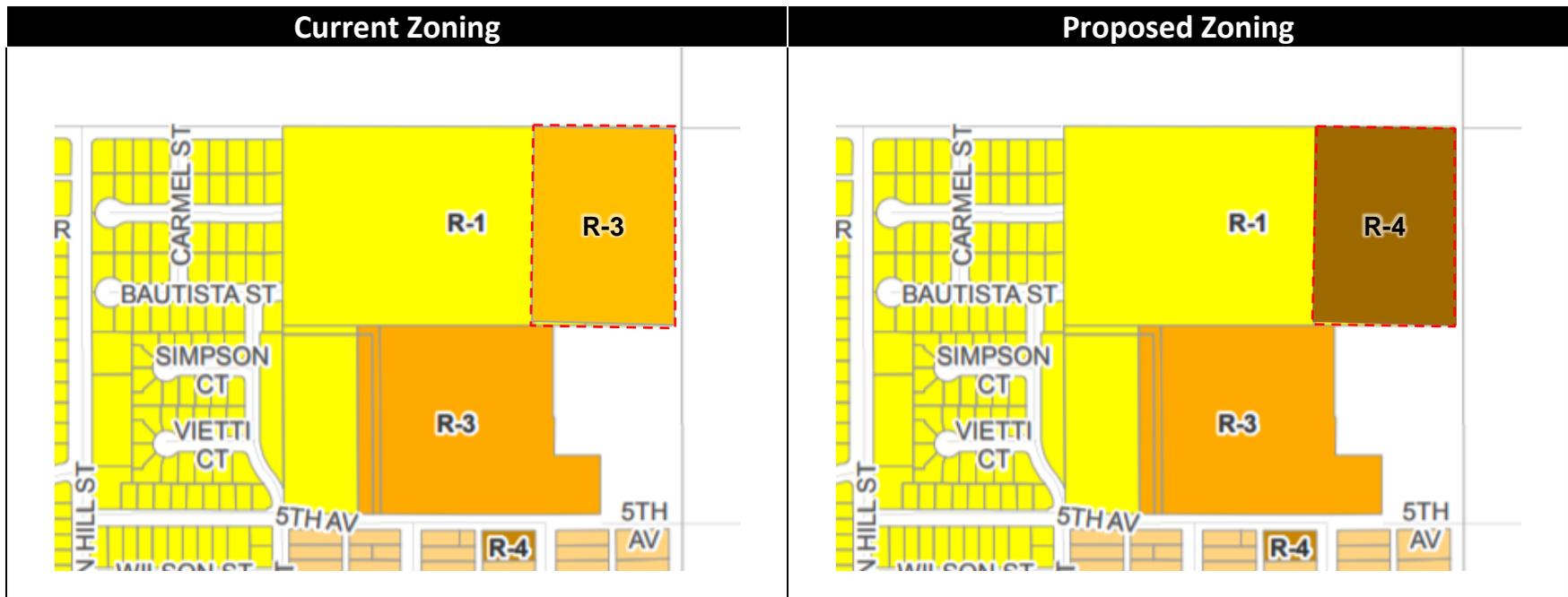


Figure 4
Proposed Zone Change from R-3 to R-4

PUBLIC NOTICE

Public hearing notice was published on March 15, 2018 in the Bakersfield Californian in accordance with Government Code Sections 65850 and 36933. In addition, the property owner as well as real property owners within 300 feet of the subject property as shown on the latest assessment roll was mailed the public hearing notice on March 15, 2018. In addition, the full and complete ordinance – Zone Change 2018-01 is available on the City of Arvin’s web site www.arvin.org.

ENVIRONMENTAL REVIEW

As part of the adoption process, the California Environmental Quality Act (CEQA) requires an environmental assessment of Zone Change 2018-01. The environmental Initial Study was completed in accordance with the City’s Guidelines for implementing CEQA. The City has determined that there will not be any significant impacts related to the Zone Change 2018-01. Therefore, a Negative Declaration has been prepared and circulated for a 20-day public review. (The Notice of Intent and the Initial Study are available for review at the at the Arvin Planning Department).

SUMMARY

The ordinance amendment will amend the City of Arvin’s Zoning Map and change the zoning classification of the project site, Assessor Parcel Number (APN 190-030-48) located at the southwest corner of Tejon Highway and Richardson Road (the easterly extension of Varsity Road), consisting of 6.84 acres from R-3 (Limited Multiple-Family Dwelling) to R-4 (Multiple-Family)

EXHIBITS

Ordinance Approving Zone Change Application No. 2018-01, amending City of Arvin Zoning Map on one parcel comprising of 6.84 acres from R-3 (Limited Multiple-Family Dwelling) to R-4 (Multiple-Family) located on Assessor Parcel Number (APN 190-030-48) located at the southwest corner of Tejon Highway and Richardson Road (the easterly extension of Varsity Avenue). Consideration of adoption of Negative Declaration for the proposed project.

Planning Commission Report and attachments dated March 13, 2018 – includes Planning Commission Resolution, Initial Study, NOI to Adopt Negative Declaration, Negative Declaration

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARVIN, APPROVING ZONE CHANGE APPLICATION NO. 2018-01, AMENDING CITY OF ARVIN ZONING MAP ON ONE PARCEL COMPRISING OF 6.84 ACRES FROM R-3 (LIMITED MULTIPLE-FAMILY DWELLING) TO R-4 (MULTIPLE-FAMILY) LOCATED ON ASSESSOR PARCEL NUMBER (APN 190-030-48) LOCATED AT THE SOUTHWEST CORNER OF TEJON HIGHWAY AND RICHARDSON ROAD (THE EASTERLY EXTENSION OF VARSITY AVENUE) AND ADOPTION OF NEGATIVE DECLARATION FOR THE PROPOSED PROJECT.

WHEREAS, on December 4, 2012 the City adopted Ordinance No. 405 which rezoned the subject property (APN 190-030-48) located at the southwest corner of Tejon Highway and the easterly extension of Varsity Avenue from R-1 to R-3; and,

WHEREAS, on April 21, 2016 the City adopted Resolution 2016-14 to adopt the City of Arvin 2013-2023 Housing Element which included policies and programs addressing the City's housing needs; and,

WHEREAS, the City has been in the process of amending the City of Arvin 2013-2023 Housing Element ("Housing Element Amendment") to comply with State law and to received State certification of the Housing Element Amendment; and,

WHEREAS, on January 29, 2018 the State Department of Housing and Community Development (HCD) sent a conditional certification letter indicating that the Draft Housing Element Amendment would meet the statutory requirement under State law and would be certified upon completion of the housing program to rezone a 6.8-acre parcel to R-4 in order to accommodate the shortfall of 55 units carried over from the fourth-cycle planning period, and upon adoption and resubmission of the Draft Housing Element Amendment; and,

WHEREAS, the City has conducted bilingual public workshop on March 7, 2017 on the Draft Housing Element Amendment and the proposed rezoning of the subject property (Zone Change 2018-01), and,

WHEREAS, an environmental Initial Study and a Notice of Intent to Adopt a Negative Declaration were prepared by the City, as lead agency, in accordance with the requirements of the California Environmental Quality Act ("CEQA"), the State CEQA Guidelines and the City CEQA Guidelines, and sent to all responsible and trustee agencies and posted in the Office of the County Clerk; and,

WHEREAS, copies of the CEQA documents were made available for public inspection at the office of the City of Arvin Planning Department, 141 Plumtree Drive, Arvin, California and on the City's website; and,

WHEREAS, during the 20-day public review period of the Initial Study and Notice of Intent, the City received no comment letters; and,

WHEREAS, notice of public hearing on the proposed Zone Change 2018-01 was sent to property owners within a 300-foot radius of the subject property and was published in the Bakersfield Californian; and,

WHEREAS, the Planning Commission on March 13, 2018 adopted Resolution No. APC 2018-01 that recommended the City Council of the City of Arvin approve the adoption of Zone Change 2018-01 and the associated environmental Negative Declaration.

WHEREAS, the City Council on March 27, 2018 conducted a public hearing at a special meeting regarding the introduction and first reading of this ordinance, during which it received a staff presentation and testimony from members of the public, and after closing the public hearing and after Council deliberation voted to introduce this ordinance; and,

WHEREAS, on **Month Day, 2018** the City Council again considered this matter consistent with the requirements of the law, and desires to adopt this ordinance; and

WHEREAS, all legal prerequisites to the adoption of this ordinance have occurred.

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

Section 1. The City Council finds an environmental assessment initial study was prepared for this project in accordance with the requirements of the California Environmental Quality Act (CEQA) Guidelines. This process included the distribution of requests for comment from other responsible or affected agencies and interested organizations. Preparation of the environmental assessment necessitated a thorough review of the proposed project and relevant environmental issues. Based on this review and assessment, the City Council finds there is no substantial evidence in the record that this project may have a significant direct, indirect or cumulative effects on the environment, and that a Negative Declaration is appropriate for this project. The City Council further finds the Initial Study and Negative Declaration were timely and properly published and notices as required by CEQA, and no comments were received by the City within the 20 day comment period. As such, the Council hereby adopts the finding the Negative Declaration.

Section 2. The City Council finds that public necessity, convenience, general welfare, or good zoning practices justify adoptions of Zone Change 2018-1. Specifically, the change is consistent with the General Plan goals and policies, any operative plan, or adopted policy. The change implements adopted polices of the General Plan Land Use Element in that the overall density is in compliance is consistent with the General Plan. Approval of the change would assist with the implementation of the Housing Element in providing opportunity site for high density residential development. The change is also consistent with the purpose of the Development Code to promote the growth of the city in an orderly and sustainable manner, and to promote and protect the public health, safety, peace, comfort, and general welfare. The change is also necessary for good zoning practices to achieve the balance of land uses desired by the City and to provide sites for needed housing, consistent with the General Plan any applicable operative plan, or adopted policy.

Section 3. The City Council adopts Zone Change 2018-01, which rezones APN 190-030-48, located at the southwest corner of Tejon Highway and the easterly extension of Varsity Avenue, from R-3 to R-4.

Section 4. This Ordinance shall take effect and be in full force and effect from and after thirty (30) calendar days after its final passage and adoption. Within fifteen (15) calendar days after its adoption, the Ordinance, or a summary of the Ordinance, shall be published once in a newspaper of general circulation.

I HEREBY CERTIFY that the foregoing Ordinance was introduced by the City Council of the City of Arvin after waiving reading, except by Title, at a special meeting thereof held on the 27th day of March 2018, and adopted the Ordinance after the second reading at a regular meeting held on the [redacted] day of [redacted] 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
Planning Commission**

Meeting Date: March 13, 2018

Agenda Item No.

TO:	Arvin Planning Commission Members
FROM:	Jake Raper, City Planner
SUBJECT:	A Resolution Recommending the City Council of the City of Arvin Adopt Zone Change 2018-01 and Associated Negative Declaration.

RECOMMENDATION

Staff recommends that the Planning Commission of the City of Arvin (“Planning Commission”) approve the resolution recommending the City Council of the City of Arvin (“City Council”) adopt Zone Change 2018-01 and the associated environmental Negative Declaration.

BACKGROUND

In 2012, the City of Arvin (“City”) adopted Resolution No. 2012-46, which included an amendment to the General Plan to re-designate property located at the southwest corner of Tejon Highway and the easterly extension of Varsity Avenue from Low Density Residential to High Density Residential. In addition, subsequent to the adoption of Resolution No. 2012-46, the City adopted Ordinance No. 405 to rezone the same property from R-1 (Single-Family Residential, one unit per 6,000 square feet) to R-3 (Multi-Family Residential, one unit per 1,500 square feet). The City is now proposing to change the zoning (Zone Change 2018-01) of the same property from R-3 to R-4. The 6.8-acre subject property (APN 190-030-48) is located at the southwest corner of Tejon Highway and the easterly extension of Varsity Avenue in the northeastern portion of the City. This rezoning will not affect the General Plan land use designation because the R-4 zone is permitted in the High Density Residential designation.

The proposed Zone Change 2018-01 is in response to the January 29, 2018 letter from the State Department of Housing and Community Development (HCD) regarding the City’s proposed 2013-2023 Housing Element Amendment which is also being presented to the Planning Commission tonight as a separate action. The letter from HCD indicated that the Draft Housing Element Amendment would meet the statutory requirement under State law and would be certified upon completion of Housing Element Amendment Program 13(g) which proposes to rezone the subject property to R-4 in order to accommodate the shortfall of 55 units carried over from the previous fourth-cycle planning period. This action will amend the Arvin Zoning Map to reflect the rezoning from R-3 to R-4.

SUMMARY OF ACTION

The City of Arvin is proposing a change to the zoning designations on the City's Zoning Map for a single property (APN 190-030-48) that is located at the southwest corner of Tejon Highway and the easterly extension of Varsity Avenue from R-3 to R-4.

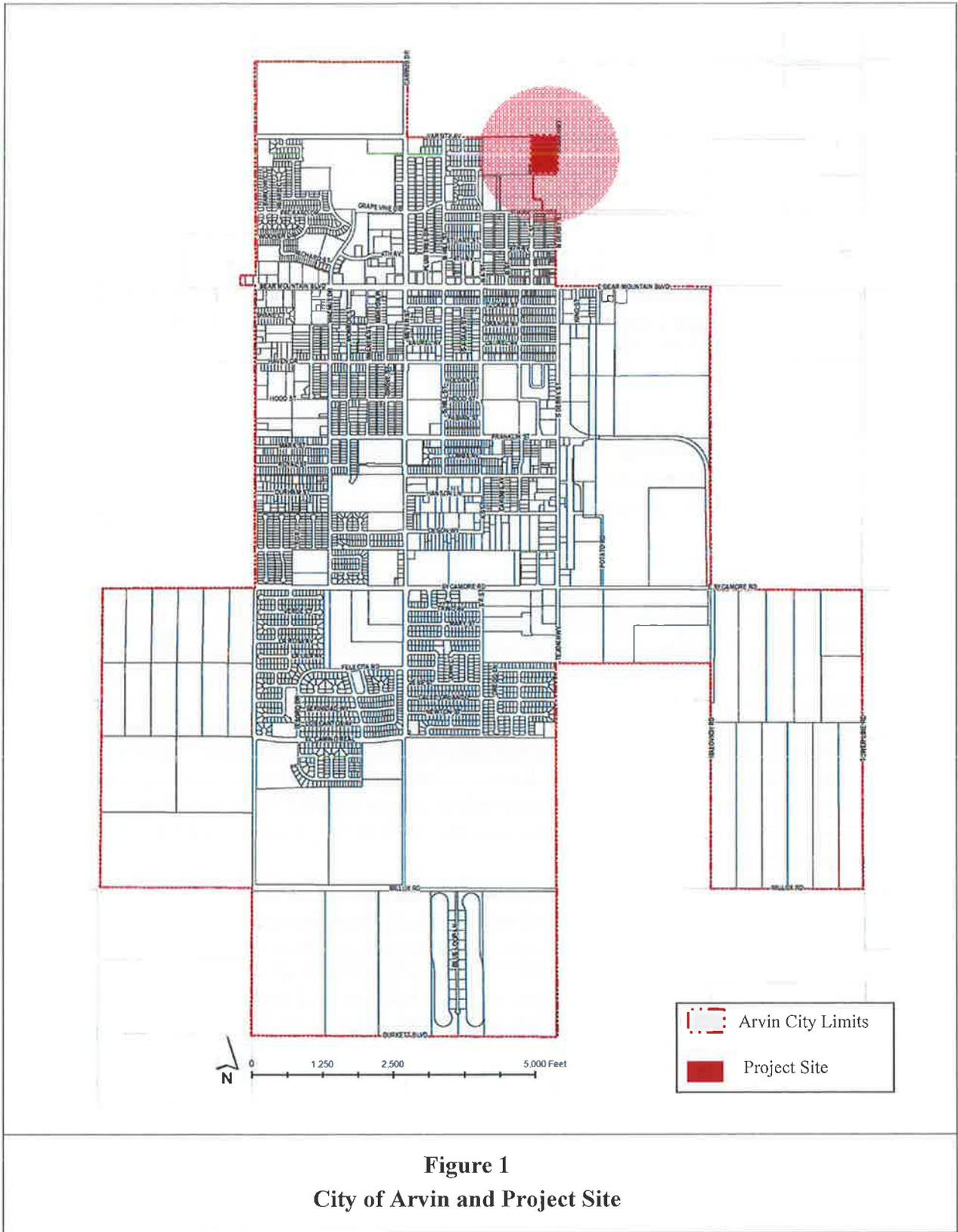


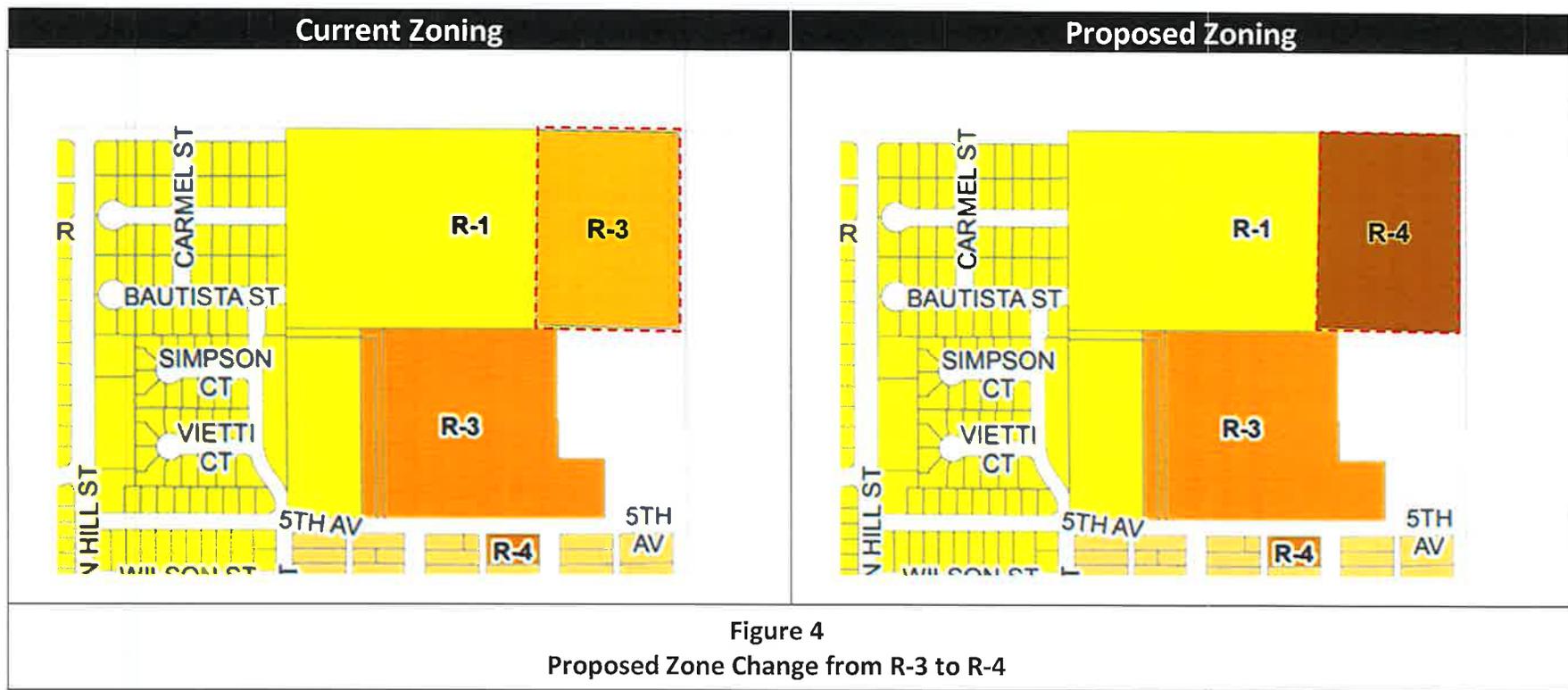
Figure 1
City of Arvin and Project Site



Figure 2
Aerial of Project Site



Figure 3
View of Project Site from Tejon Highway



ENVIRONMENTAL REVIEW

As part of the adoption process, the California Environmental Quality Act (CEQA) requires an environmental assessment of Zone Change 2018-01. The environmental Initial Study was completed in accordance with the City's Guidelines for implementing CEQA. The City has determined that there will not be any significant impacts related to the Zone Change 2018-01. Therefore a Negative Declaration has been prepared and circulated for a 20-day public review. (The Notice of Intent and the Initial Study are available for review at the at the Arvin Planning Department).

PUBLIC NOTICE

Notice of public hearing on the proposed Zone Change 2018-01 was sent on March [REDACTED], 2018 to property owners within a 300-foot radius of the subject property where the zoning will change pursuant to this action and was published in the Bakersfield Californian on March [REDACTED], 2018.

City of Arvin

NOTICE OF INTENT TO ADOPT A NEGATIVE DECLARATION

City of Arvin Zone Change 2018-01



The City of Arvin (the “Lead Agency”) hereby gives notice, that pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) and the CEQA Guidelines, the City Staff has analyzed:

PROJECT NAME: City of Arvin Zone Change 2018-01

PROJECT LOCATION: APN 190-030-48 located at the southwest corner of Tejon Highway and the easterly extension of Varsity Road. City of Arvin, County of Kern, California.

PROJECT DESCRIPTION: The Project consists of a Zone Change and Zoning Map Amendment on a single 6.8-acre vacant parcel located at the southwest corner of Tejon Highway and the easterly extension of Varsity Road. The Project proposes to change the zoning of the Project Site from R-3 (Limited Multiple-Family Dwelling) to R-4 (Multiple-Family). The purpose of Zone Change is to implement Housing Program 13(g) of the City’s 2013-2023 Housing Element, which requires rezoning to accommodate the shortfall of 55 units of affordable housing identified in the previous Arvin 2008-2013 Housing Element.

IDENTIFICATION OF SIGNIFICANT ENVIRONMENTAL IMPACTS: The Initial Study was completed in accordance with the City’s Guidelines implementing CEQA. This Initial Study was undertaken for the purpose of deciding whether or not the “project” – Zone Change 2018-01 – may have a significant adverse effect on the environment. On the basis of this Initial Study, the City Staff has concluded that the project will not have a significant effect on the environment, and has therefore prepared a Negative Declaration. The findings in the Initial Study reflect the independent judgment of the City.

STATEMENT OF WHETHER THE PROJECT IS A LISTED TOXIC SITE: The Project Site is not listed by the State Hazardous Waste and Substances Site List (Cortese) as a known hazardous waste and substances site.

PUBLIC REVIEW PERIOD: A 20-day public review period for the proposed Negative Declaration will commence on February 21, 2018 and end on March 12, 2018. Public comments on the Negative Declaration will be received by the City during this 20-day public review period. Written comments should be sent to the City of Arvin Planning Department, 141 Plumtree Drive, Arvin, CA 93203.

PUBLIC HEARING: The public hearing for the approval of the City of Arvin Zone Change 2018-01 and Negative Declaration is scheduled for the Arvin Planning Commission on March 13, 2018 at 6:00 p.m. at the Arvin City Hall Council Chambers, 200 Campus Drive, Arvin, CA 93203.

Copies of the Negative Declaration and all relevant documents are available for public inspection at the Arvin Planning Department counter located at 141 Plumtree Drive, Arvin during regular business hours.

By: _____

Date: _____

CITY OF ARVIN

DRAFT NEGATIVE DECLARATION



Project: City of Arvin Zone Change 2018-01

Location: APN 190-030-48 located at the southwest corner of Tejon Highway and the easterly extension of Varsity Road. City of Arvin, County of Kern, California.

Project Proponent: City of Arvin (Lead Agency)
200 Campus Drive
Arvin, CA 93203

Project Description: The Project consists of a Zone Change and Zoning Map Amendment on a single 6.8-acre vacant parcel located at the southwest corner of Tejon Highway and the easterly extension of Varsity Road. The Project proposes to change the zoning of the Project Site from R-3 (Limited Multiple-Family Dwelling) to R-4 (Multiple-Family). The purpose of Zone Change is to implement Housing Program 13(g) of the City's 2013-2023 Housing Element, which requires rezoning to accommodate the shortfall of 55 units of affordable housing identified in the previous Arvin 2008-2013 Housing Element.

Existing Condition: The Project Site is currently vacant.

Summary of Impacts: The Initial Study assessed that all environmental impacts associated with the Project were either no impact or less than significant impacts.

Availability of Document: Copies of the Initial Study, Draft Negative Declaration and all relevant documents are available for public inspection at the Arvin Planning and Building Department counter located at 141 Plumtree Drive, Arvin during regular business hours. Please contact the Planning and Building Department if you wish to view these documents at (661) 854-6183.

Findings: On the basis of the Initial Study, the City of Arvin hereby finds:

- The proposed project would not have a significant adverse effect on the environment; therefore, it does not require the preparation of an Environmental Impact Report.
- Although the proposed project could have a significant adverse effect on the environment, there will not be a significant adverse effect in this case because the mitigation measure described in the attached Initial Study have been added to the project and will reduce any such effects to a level of insignificance. An Environmental Impact Report is therefore not required.

Notice: This document is an information document about environmental effects and is provided for public review. The decision-making body will review this document before considering the proposed project.

This Draft Negative Declaration may become final unless written comments or an appeal is received by the office listed above by 5:00 p.m. on March 12, 2018. If you wish to appeal the appropriateness or adequacy of this document, address your written comments to our finding that the project will not have a significant adverse effect on the environment: (1) Identify the environmental effect(s), why they would occur, and why they would be significant, and (2) suggest any mitigation measures which you believe would eliminate or reduce the effect to an acceptable level. Regarding item (1) above, explain the basis for your comments and submit any supporting data or references.

Signature

Date

Jake Raper
Name

City Planner
Title





1. PROJECT OVERVIEW

In 2012, the City of Arvin (“City”) adopted Resolution No. 2012-46, which included an amendment to the General Plan to re-designate property located at the southwest corner of Tejon Highway and the easterly extension of Varsity Avenue from Low Density Residential to High Density Residential. In addition, subsequent to the adoption of Resolution No. 2012-46, the City adopted Ordinance No. 405 to rezone the same property from R-1 (Single-Family Residential, one unit per 6,000 square feet) to R-3 (Multi-Family Residential, one unit per 1,500 square feet). The City is now proposing to change the zoning of the same property (APN 190-030-48) from R-3 to R-4 (“Project”). This Zone Change (ZC 2018-01) implements Housing Program 13(g) of the City of Arvin's 2013-2023 Housing Element Amendment, which is required by State law to accommodate the shortfall of 55 affordable units from the previous fourth-cycle Arvin 2008-2013 Housing Element.

2. PURPOSE OF THE INITIAL STUDY

The California Environmental Quality Act (CEQA) requires that the Lead Agency of a project – in this case the City of Arvin – evaluate the direct and indirect environmental impacts associated with the project. Projects may, however, be exempt from CEQA through either statutory exemptions or categorical exemptions. Projects not qualifying for exemption must be evaluated within the framework of an Initial Study to establish the potential significance of known or expected environmental impacts.

An Initial Study constitutes preliminary analysis of potential project impacts to be used for assessing a need to prepare a detailed EIR. The purpose of an Initial Study, according to the CEQA Guidelines [Section 15063(c)], is to:

1. Facilitate environmental assessment early in the design of a project;
2. Provide the Lead Agency with information to use as the basis for deciding whether to prepare an EIR or a Negative Declaration;
3. Provide documentation of the factual basis for the finding in a Negative Declaration that a project will not have a significant effect on the environment;
4. Enable an applicant or Lead Agency to modify a project and effect modifications to the project or elements of the proposed project, mitigating potentially adverse significant impacts, and thereby enabling the project to qualify for a Mitigated Negative Declaration;
5. Eliminate unnecessary EIRs;
6. Determine whether a previously prepared EIR could be used with the project; and
7. Assist the preparation of an EIR, if one is required, by:
 - a) Focusing the EIR on the effects determined to be significant;
 - b) Identifying the effects determined not to be significant;

- c) Explaining the reasons for determining that potentially significant effects would not be significant with appropriate mitigation actions; and
- d) Identifying whether a program EIR, tiering, or another appropriate process can be used for analysis of the project's environmental effects.

This Initial Study is prepared as the basic document for determining whether implementation of the project may cause significant adverse environmental impacts.

3. ENVIRONMENTAL ANALYSIS

A. Project Title:

City of Arvin Zone Change 2018-01

B. Lead Agency Name and Address:

City of Arvin
200 Campus Drive
Arvin, CA 93203

C. Contact Person and Phone Number:

Jake Raper
City Planner
(661) 854-6183

D. Project Location:

The City of Arvin is located in Kern County. The City is situated approximately 10 miles east of SR-99 and about 15 miles southeast of downtown Bakersfield and about 100 miles north of downtown Los Angeles. The Zone Change will occur on parcel APN 190-030-48 ("Project Site") located at the southwest corner of Tejon Highway and the easterly extension of Varsity Road. **Figure 1** shows the regional location of the City and **Figure 2** shows a map of the City and the Project Site.

E. Project Sponsor's Name and Address:

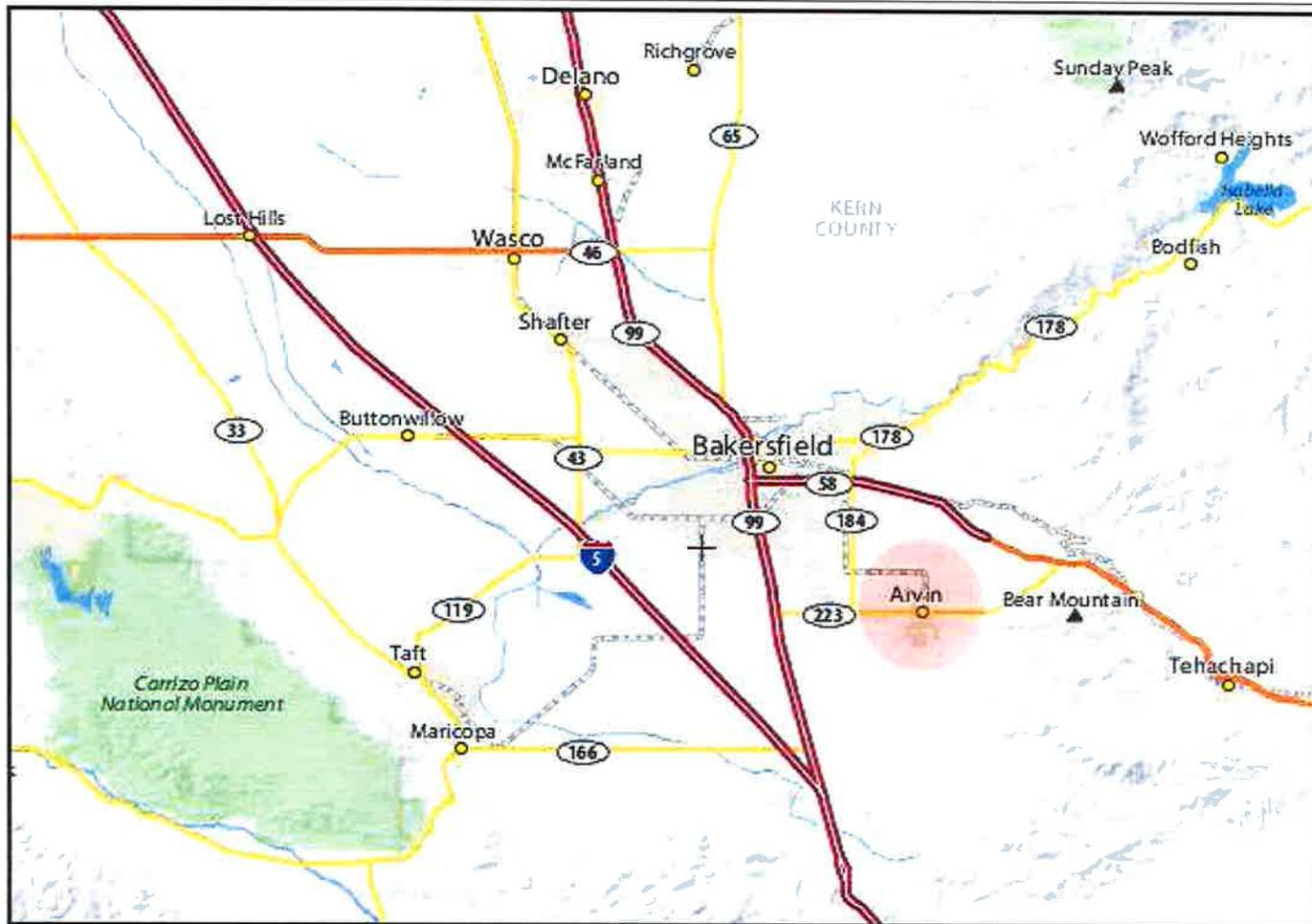
City of Arvin
200 Campus Drive
Arvin, CA 93203

F. General Plan Designation:

High Density Residential
Figure 3 illustrates the General Plan Land Use designations.

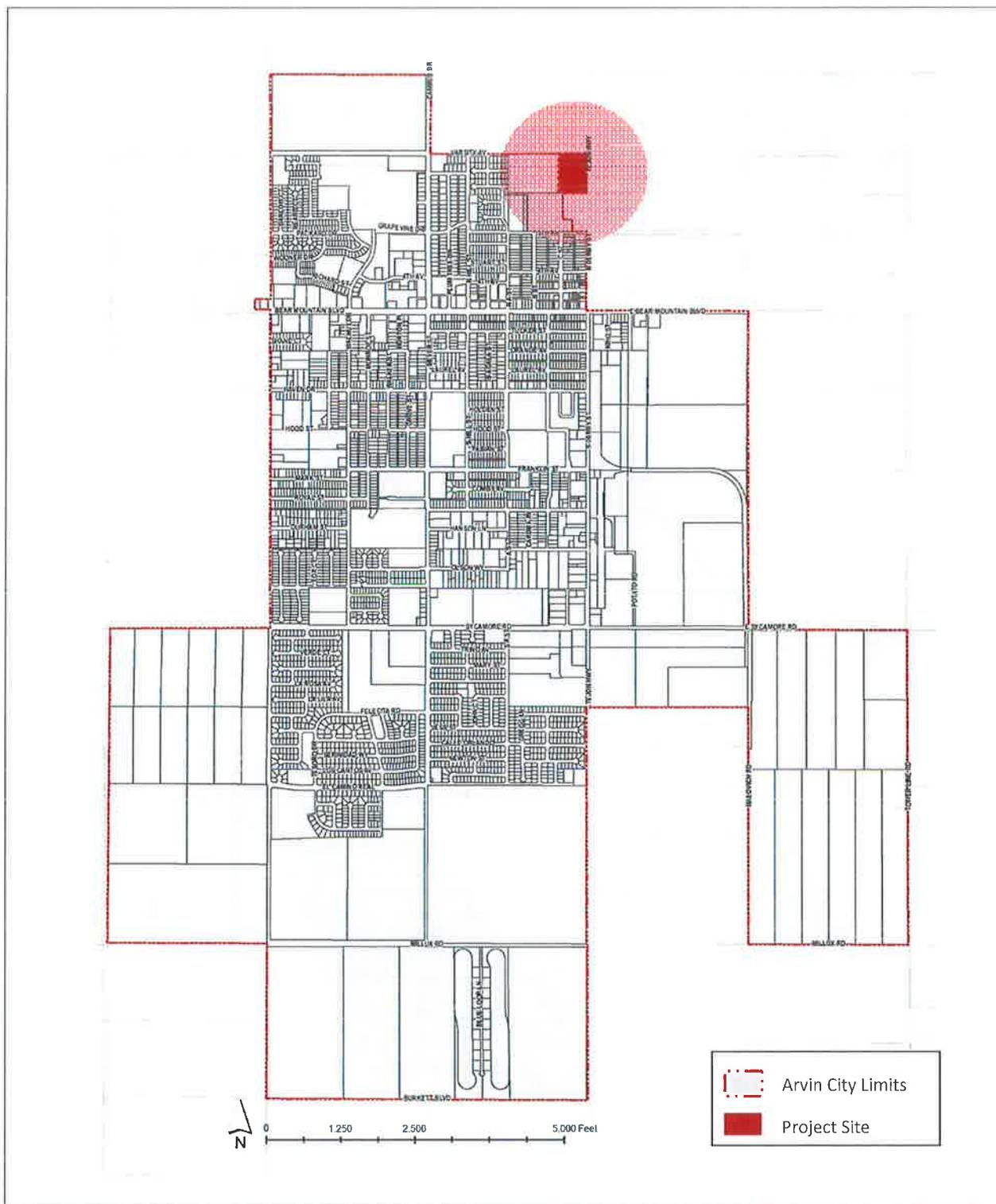
G. Zoning:

R-3 (Limited Multiple-family)
Figure 4 illustrates the zoning for the City.



City of Arvin Zone Change 2018-01

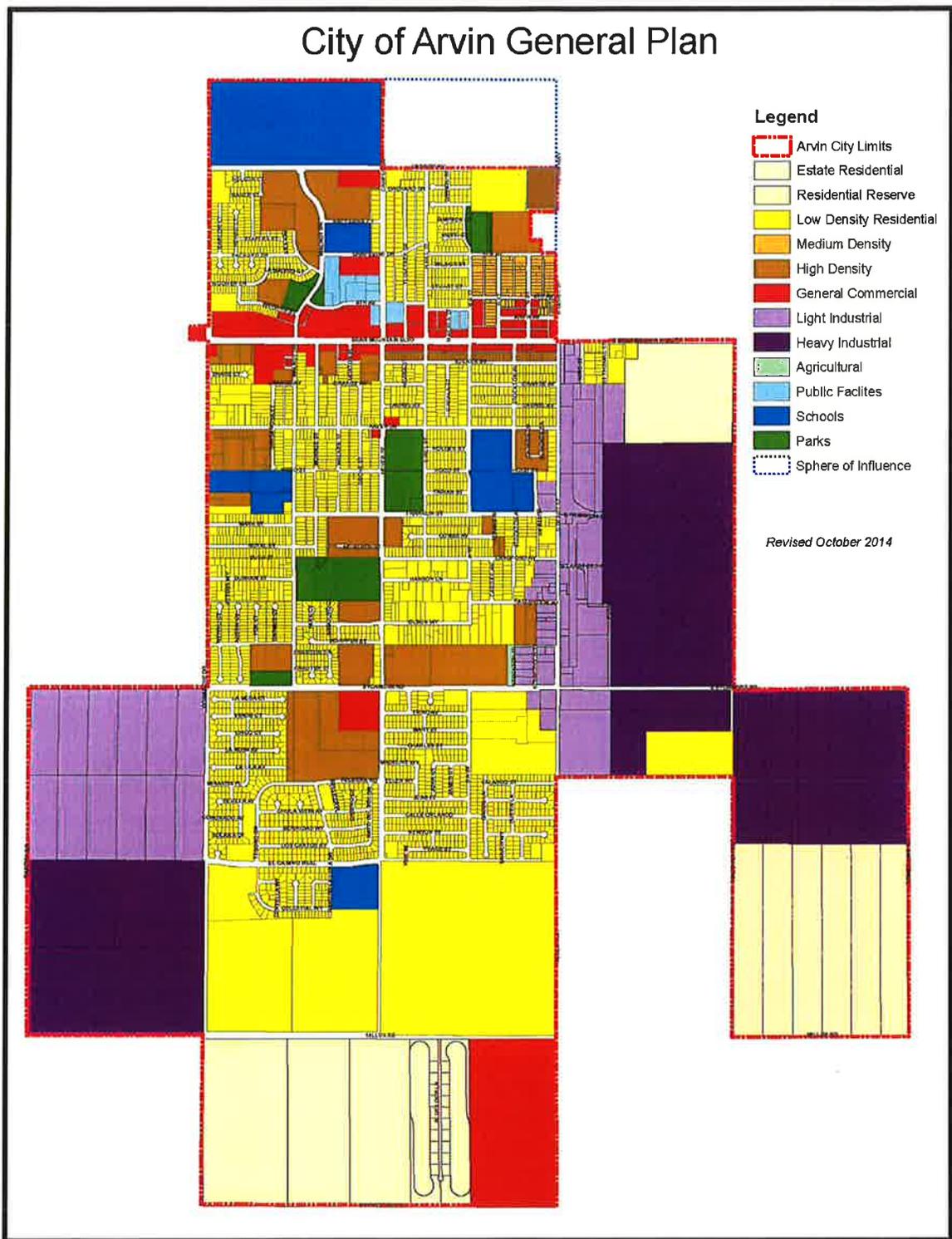
Figure 1
Regional Location of the City of Arvin



City of Arvin Zone Change 2018-01

Figure 2
City of Arvin and Project Site

City of Arvin General Plan

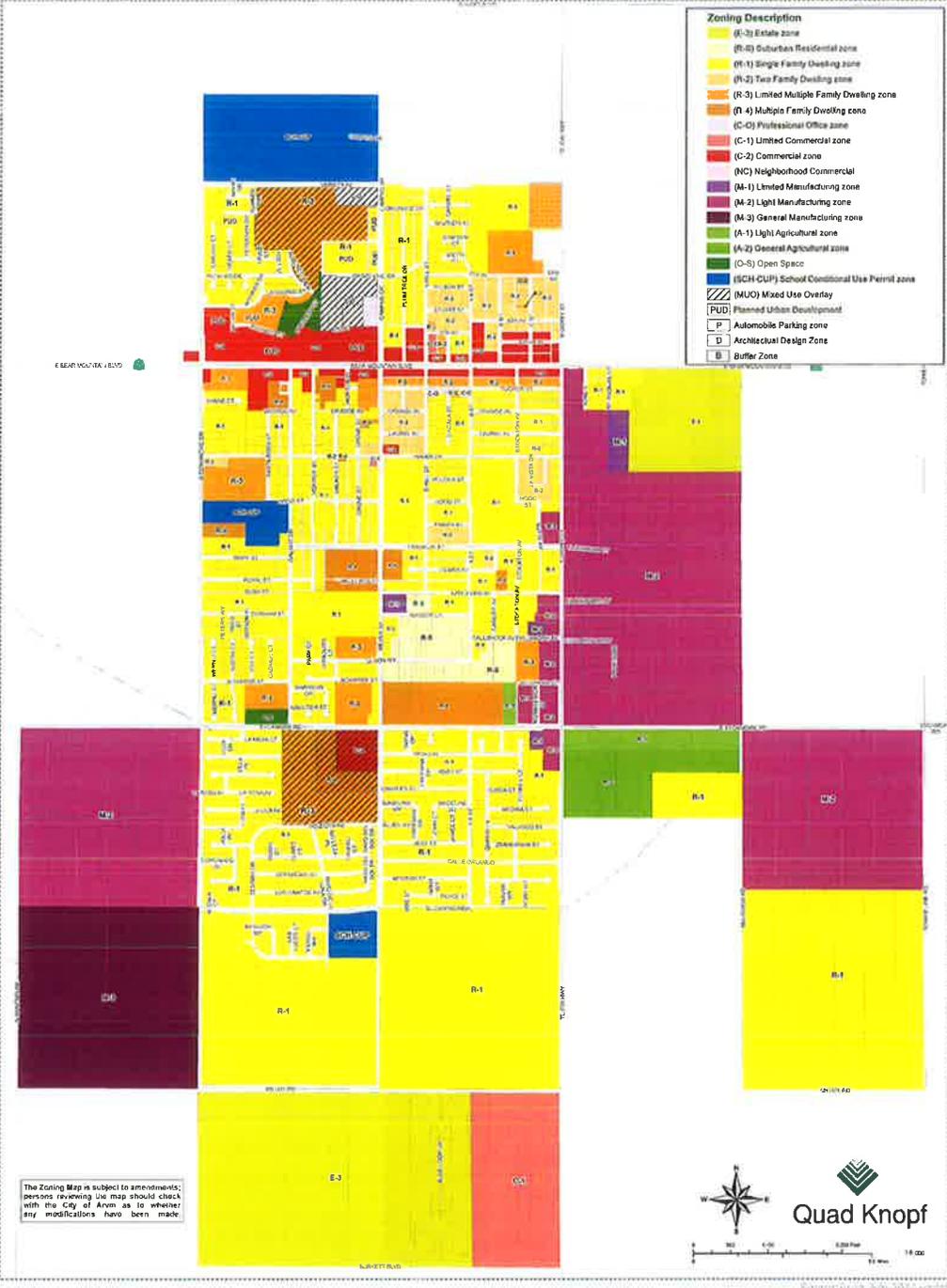


City of Arvin Zone Change 2018-01

Figure 3
General Plan Land Use Map

Arvin Zoning Map

CITY OF ARVIN



City of Arvin Zone Change 2018-01

Figure 4
Zoning Map

H. Description of Project:

The Project consists of a Zone Change and Zoning Map Amendment on a single 6.8-acre vacant parcel located at the southwest corner of Tejon Highway and the easterly extension of Varsity Road. The Project proposes to change the zoning of the Project Site from R-3 (Limited Multiple-Family Dwelling) to R-4 (Multiple-Family). The purpose of Zone Change is to implement Housing Program 13(g) of the City's 2013-2023 Housing Element, which requires rezoning to accommodate the shortfall of 55 units of affordable housing identified in the previous Arvin 2008-2013 Housing Element.

Figure 5 shows an aerial map of the Project Site (APN 190-030-48), **Figure 6** shows two views of the Project Site from Tejon Highway, and **Figure 7** illustrates the proposed Zone Change 2018-01.

I. Environmental Analysis

For purposes of this Initial Study, the quantitative analysis will be based on the proposed change to the zoning of the Project Site from R-3 to R-4 and its potential increase in total housing units and population.

Parcel APN:	190-030-48
Area size:	6.8 acres
Existing Use:	Vacant
General Plan LU:	High Density Residential
Current Zoning:	R-3
Proposed Zoning:	R-4
Density Assumption:	21 units/acre
Potential Units:	142 Multiple-Family Units
HH Size Assumption:	3.0
Vacancy Assumption:	5.5%
Potential Population:	406

J. Circulation

The major and primary north-south arterials in the City include Comanche Drive, Campus Drive, Meyers Street, Derby Street, and Tejon Highway. The major and primary east-west arterials include Bear Mountain Boulevard (SR-223), Haven Drive and Sycamore Road. The nearest major intersection to the Project Site is Bear Mountain Boulevard and Tejon Highway/Derby Street.

K. Land Use

The Project Site is currently vacant.



City of Arvin Zone Change 2018-01

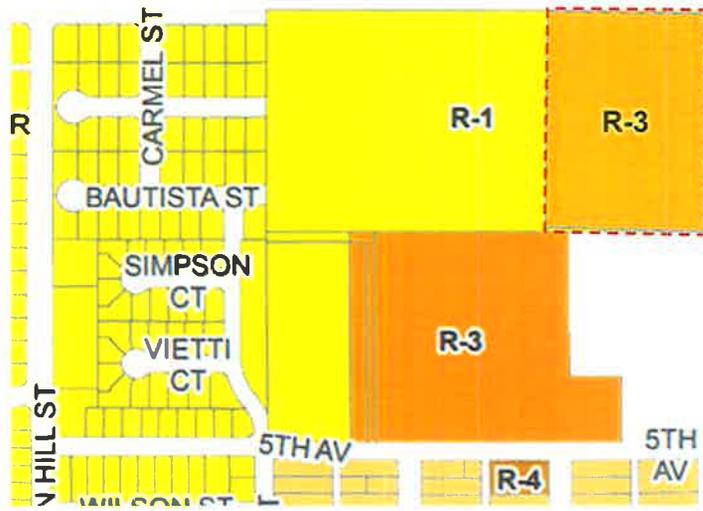
Figure 5
Aerial of Project Site



City of Arvin Zone Change 2018-01

Figure 6
View of Project Site
from Tejon Highway

Current Zoning



City of Arvin Zone Change 2018-01

Proposed Zoning

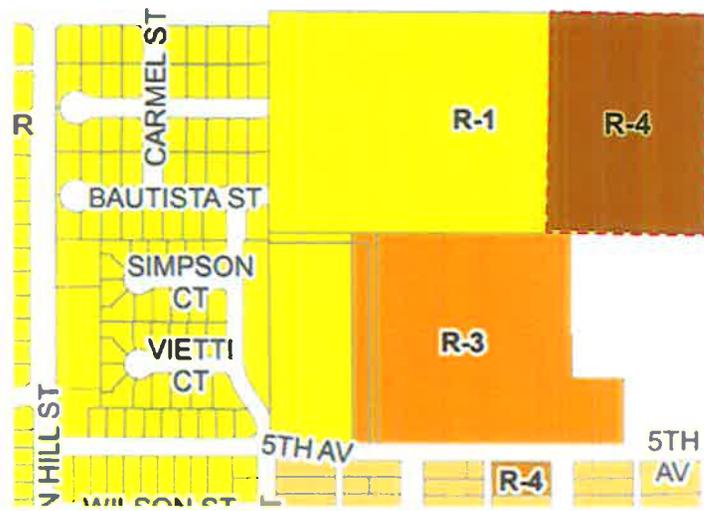


Figure 7

Proposed Zone Change from R-3 to R-4



L. Surrounding Land Uses and Setting

The Project Site is located at the northeast corner of the City limits along Tejon Highway. Land uses bordering the Project Site:

North: Agricultural (Unincorporated Kern County)

East: Agricultural (Unincorporated Kern County)

South: Industrial and portion of mobile home park (City of Arvin)

West: Vacant (City of Arvin)

Key land uses in the vicinity of the Project Site include: Kovacevich Park located approximately 800 feet to the southwest; Arvin High School located approximately one-half mile to the northwest; and Arvin City Hall located approximately one-half mile to the southwest.

A. Other Agencies Whose Approval is Required (e.g., permits, financing approval, or participation agreement).

Adoption of the proposed Project will be by Ordinance of the City Council of the City of Arvin.

N. Environmental Factors Potentially Affected

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- | | | |
|---------------------------------------------------------|-------------------------------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agricultural Resources | <input type="checkbox"/> Air Quality |
| <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Cultural Resources | <input type="checkbox"/> Geology and Soils |
| <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Hazards and Hazardous Materials | <input type="checkbox"/> Hydrology and Water |
| <input type="checkbox"/> Land Use and Planning | <input type="checkbox"/> Mineral Resources | <input type="checkbox"/> Noise |
| <input type="checkbox"/> Population and Housing | <input type="checkbox"/> Public Services | <input type="checkbox"/> Recreation |
| <input type="checkbox"/> Transportation/
Circulation | <input type="checkbox"/> Tribal Cultural Resources | <input type="checkbox"/> Utilities and Service Systems |
| | <input type="checkbox"/> Mandatory Findings of Significance | |

O. Determination

On the basis of this initial evaluation:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described on an attached sheet have been added to the project. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a significant effect(s) on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets, if the effect is a "potentially significant impact" or "potentially significant unless mitigated." An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, there WILL NOT be a significant effect in this case because all potentially significant effects a) have been analyzed adequately in an earlier EIR pursuant to applicable standards and b) have been avoided or mitigated pursuant to that earlier EIR, including revisions or mitigation measures that are imposed upon the proposed project.

Signature

Date

Jake Raper

Printed Name

City Planner

Title

P. Environmental Checklist

Preliminary determinations on environmental issues in the following checklist have been evaluated based on the references listed below. These documents have assisted in determining which issues can be supported as having less than significant or no impacts, and those that may require additional evaluation. When possible, these documents have been used to “scope” or focus any future evaluation to only those specific aspects of an issue that should be evaluated.

Q. Source and Reference

- A City of Arvin General Plan Update, and Mitigated Negative Declaration, August 2012
- B City of Arvin Municipal Code
- C City of Arvin Climate Action Plan, March 2013
- D Cal Recycle, www.calrecycle.ca.gov
- E California Department of Conservation, Farmland Mapping and Monitoring Program
- F San Joaquin Valley Air Pollutant Control District, www.valleyair.org
- G California Department of Conservation, Division of Mines and Geology, Special Studies Zones (Arvin Quadrangle, 1991)
- H National Register of Historic Places, www.nps.gov/history/nr/nrlist.htm
- I California Department of Conservation, Division of Mines and Geology, Seismic Hazard Zones (Arvin Quadrangle, 1998), www.conservation.ca.gov
- J State Water Resources Control Board, www.swrcb.ca.gov
- K California Department of Finance, www.dof.ca.gov
- L City of Arvin, www.arvin.org
- M City of Arvin 2008-2013 Housing Element
- N California Department of Forestry and Fire Protection, www.fire.ca.gov
- O City of Arvin Municipal Service Review 2016

I. Aesthetics

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. <i>Have a substantial adverse effect on a scenic vista?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. <i>Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. <i>Substantially degrade the existing visual character or quality of the site and its surroundings?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. <i>Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion

Item (a): Less Than Significant Impact. The City of Arvin is located in the southern portion of San Joaquin Valley and is situated between the City of Bakersfield to the north and the Los Angeles County borders to the south. The surrounding farmlands and the southern portion of the Sierra Nevada and Tehachapi Mountains are the dominant features of the scenic vistas to the east of the City. The surrounding farmlands are the dominant feature along the City's borders.

To preserve the existing scenic views from the City, the current General Plan policies encourage future development in the existing developed areas and the preservation of open space areas within the City. Compliance with the General Plan policies presented below will ensure that scenic vista impacts would be less than significant:

LU-16.2 Discourage leapfrog development and the subsequent fragmentation of prime agricultural lands.

Item (b): No Impact. Arvin has no City-, County- or State-designated scenic highways or corridors. As a result of the physical urban features of the local streets and highways and surrounding cityscapes, no potential exists within the foreseeable future for satisfying the criteria necessary for scenic highways. In addition, there are no trees, rock outcroppings, or historic buildings located on the Project Site. There are no scenic resources that could be damaged by developing to a higher density.

Item (c): Less Than Significant Impact. The proposed Project would not degrade or threaten Arvin's visual character. By changing the zoning from R-3 to R-4, the Project will likely increase the visible bulk of multi-family development relative to the 2012 General Plan and existing conditions. However, to guard against further adverse aesthetic impacts from this additional bulk, all design guidelines and code requirements will be enforced. In addition, compliance with the General Plan policies presented below will ensure that visual impacts on the City would be less than significant:

- LU-1.1 Ensure that all new development incorporates sound design practices and is compatible with the scale, mass and character of the surrounding area.
- LU-1.2 Provide high-quality public spaces that incorporate attractive landscaping and streetscaping for the benefit of present and future Arvin residents.

Item (d): Less Than Significant Impact. Current sources of illumination in the City generally consist of streetlamps, parking lot lighting, traffic signals, minor identification signs and other interior and exterior lighting associated with existing development. Future development of new multi-family housing on the Project Site would introduce new sources of light and glare that could affect nighttime views in the City. The primary sources of additional light and glare may come from parking lot and building lighting and from extensive use of reflective building materials. To ensure that any future development does not adversely impact nighttime views in the City and to adjacent areas, the City's Municipal Code requires a submission of lighting information, including the location, general nature and hooding devices, to be examined and approved (Arvin Municipal Coded Section 17.60.010).

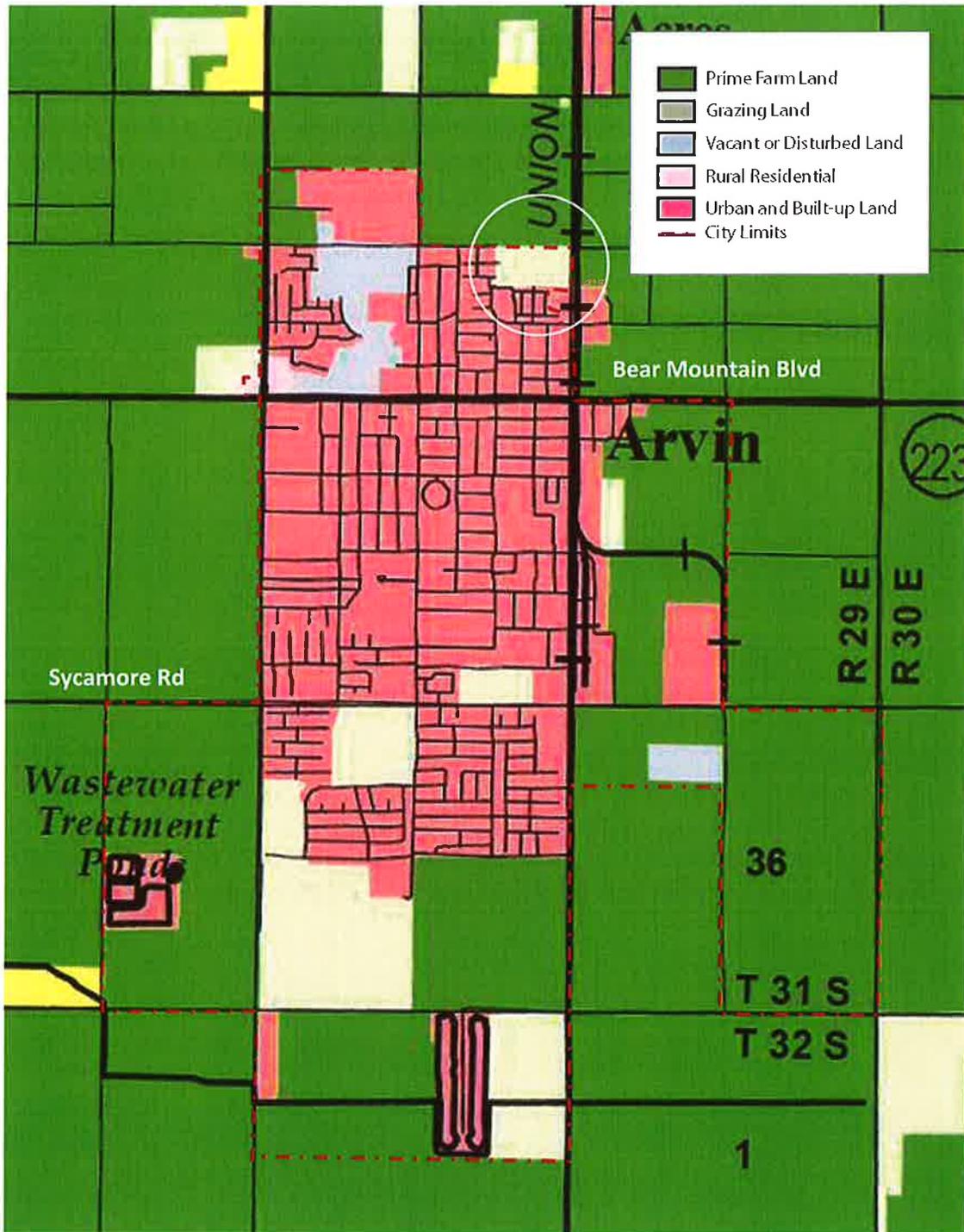
II. Agricultural Resources

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. <i>Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. <i>Conflict with existing zoning for agricultural use, or a Williamson Act contract?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. <i>Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. <i>Result in the loss of forest land or conversion of forest land to non-forest use?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. <i>Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

Item (a): Less Than Significant Impact. The City of Arvin is located in Kern County, in the southern Central Valley of California. The Central Valley is among the most fertile and productive agricultural environments in the nation, and is thus considered to be among the State’s most valued resources. The soils in the area are well-suited for intensive crop production and have been heavily farmed for nearly 100 years.

The California Department of Conservation administers the Farmland Mapping and Monitoring Program (FMMP) to monitor the status of agricultural land, particularly those considered to be important farmland. The FMMP categorizes agricultural land according to soil quality and irrigation status, with the highest quality land being designated “Prime Farmland.” According to the California FMMP map of Kern County Important Farmlands (2016) shown in **Figure 8**, much of the undeveloped land along the City’s boundaries and in the surrounding areas are considered Prime Farmland or Grazing Land. The Project Site is not considered Prime Farmland, Farmland of Statewide Significance, or Unique Farmland, and is shown on the map as Grazing Land.



Source: California Department of Conservation, Farmland Mapping and Monitoring Program (2016)

City of Arvin Zone Change 2018-01

Figure 8
Kern County Important Farmlands

Items (b) and (e): No Impact. The Project Site is neither designated nor zoned for agricultural uses. The Project Site is currently vacant and the General Plan land use designations is High Density Residential; thus, the proposed Project will not convert farmland to non-agricultural uses. In addition, the Project Site is not under a Williamson Act contract.

Items (c) and (d): No Impact. No areas within the City are considered, designated, or zoned forest land, timberland, or other forestry resources.

III. Air Quality

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. <i>Conflict with or obstruct implementation of the applicable air quality plan?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. <i>Violate any air quality standard or contribute substantially to an existing or projected air quality violation?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. <i>Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors)?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. <i>Expose sensitive receptors to substantial pollutant concentrations?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. <i>Create objectionable odors affecting a substantial number of people?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion

Item (a): Less Than Significant Impact. The San Joaquin Valley Air Pollution Control District (SJVAPCD) is the agency in charge of improving and managing the air quality within that region. The SJVAPCD is made up of eight counties in California’s Central Valley: San Joaquin, Stanislaus, Merced, Madera, Fresno, Kings, Tulare and the San Joaquin Valley Air Basin (Air Basin) portion of Kern, which includes the City of Arvin. The Federal and California Clean Air Acts state that if the Air Basin fails to “attain” an established standard (i.e., a maximum average concentration or a maximum number of days exceeding a certain concentration) for a pollutant covered under the law, the Air District must prepare a plan to achieve attainment within a specified time frame. The Air Basin is currently in nonattainment for the State 1-hour ozone standard, the Federal and State 8-hour ozone standards, the State particulate matter (PM10) standard, and the State and Federal fine particulate (PM2.5) standards. The proposed Project is aligned with the policies of the General Plan Land Use Element and Air Quality Element, and the principals of sustainability developed by the Strategic Growth Council (SGC) for the Sustainable Community Strategy and SB 375 (Sustainable Communities Planning Act), which aim to reduce greenhouse gas (GHG) emissions through transportation and land use planning. The proposed Project maintains the General Plan land use designation of High Density Residential, but changes only the zoning of the Project Site from R-3 to R-4, allowing future residential development to occur at a higher density.

Item (b): Less Than Significant Impact. According to the SJVAPCD, Joaquin Valley is not in compliance with State and Federal Ambient Air Quality Standards. **Table 1** shows that the San Joaquin Valley is not

in noncompliance with Federal standards in Ozone-(eight hour) and PM2.5. Under State standards, the San Joaquin Valley is out of compliance in Ozone (one and eight hour), PM10, and PM2.5.

**Table 1
San Joaquin Valley Attainment Status**

Pollutant	Designation/Classification	
	Federal Standards	State Standards
Ozone-One Hour	No Federal Standard	Nonattainment/Severe
Ozone- Eight Hour	Nonattainment/Extreme	Nonattainment
PM 10	Attainment	Nonattainment
PM 2.5	Nonattainment	Nonattainment
Carbon Monoxide	Attainment/Unclassified	Attainment/Unclassified
Nitrogen Dioxide	Attainment/Unclassified	Attainment
Sulfur Dioxide	Attainment/Unclassified	Attainment
Lead (Particulate)	No Designation/Classification	Attainment
Hydrogen Sulfide	No Federal Standard	Unclassified
Sulfates	No Federal Standard	Attainment
Visibility Reducing Particles	No Federal Standard	Unclassified
Vinyl Chloride	No Federal Standard	Attainment

Source: San Joaquin Valley Air Pollutant Control District www.valleyair.org

Air quality impacts associated with the adoption of the proposed Project potentially could stem from: 1) pollutants generated during pre-construction and construction activities; and 2) pollutants generated from operational activities, which includes transportation and energy uses. In the City of Arvin, if a project is a General Plan and Zone Change, Tract Map, or Parcel Map, and the size of the project is at or above a level of 220 units for a low-rise apartment or 345 units for a high-rise apartment, a special air quality impact study would be as required by the Arvin Special Studies and Services criteria. As presented in Section I (Environmental Analysis) of this Initial Study, development of the Project Site under an R-4 zone could potential result in 142 multi-family units. Since the increase in housing units under the proposed Project would be below the Arvin Special Studies and Service criteria, an air quality impact study would not be required, and impacts are considered less than significant.

Furthermore, current General Plan policies presented below will ensure that impacts on air quality will be less than significant:

- LU-2.1 Require new development, wherever possible, to provide convenient, direct and safe bicycle and pedestrian connections.

- LU-2.2 Create active neighborhood districts that cluster jobs, services, goods and cultural and recreational uses within walking distance of residences to create a focus for community activity.
- AQ-1.1 Encourage strategic land use patterns for businesses that reduce the number and length of motor vehicle trips, and that encourage alternative modes of travel.
- AQ-1.2 Encourage employment-intensive development with a high number of jobs per unit of land area within walking or bicycling distance of existing neighborhoods, and discourage such development in more remote areas.

Item (c): Less Than Significant Impact. As discussed above, Arvin is located in the San Joaquin Valley Air Basin and monitored by the SJVAPCD. San Joaquin Valley is not in compliance with State and Federal Ambient Air Quality Standards. The San Joaquin Valley Air Basin is currently in serious nonattainment for the eight-hour federal standard for ozone, and nonattainment for the federal PM2.5 standard. Under State standards, the San Joaquin Valley Air Basin is out of compliance in Ozone (one- and eight-hour), PM10, and PM2.5. Compliance with SB 375, Sustainable Community Strategy, and the General Plan policies presented above in Item (b) will reduce the potential air emissions impacts and to ensure less than significant impacts, the City will implement Transportation Control Measures (TCM) included in the current Air Quality Management Plan and comply with the rules and regulations of the San Joaquin Valley Regional Air District's Regulation VIII Control Measure.

Item (d): Less Than Significant Impact. A sensitive receptor is defined as populations such as children, athletes, and elderly and sick persons that are more susceptible to the effects of air pollution than the population at large. The City includes numerous schools and other facilities frequented by sensitive receptors. Compliance with SB 375, Sustainable Community Strategy, General Plan Land Use and Air Quality Element policies will ensure less than significant impacts.

Item (e): Less Than Significant Impact. Future development would include residential, which could potentially create odors. The City will adhere with applicable codes and standard identified Municipal Code Chapter 8 (Health and Safety) and Chapter 17 (Zoning). For example, according to Municipal Code Section 17.05.030(A)(1) Grant of Application, the planning director may grant an application for administrative approval as the permit if the use will not involve any process, equipment or materials which, in the opinion of the planning director, will be objectionable to persons living or working in the vicinity by reason of odor, fumes, dust, smoke, etc.

IV. Biological Resources

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. <i>Have substantial adverse effects, either directly or through habitat modifications, on any species identified as a candidate, sensitive or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. <i>Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. <i>Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. <i>Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. <i>Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. <i>Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional or state habitat conservation plan?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

Item (a): Less Than Significant Impact. The current Arvin General Plan Conservation and Open Space Element states that the San Joaquin kit fox, Blunt-nose leopard lizard, and the Tipton kangaroo rat are species of concern that might be present in or near the City. However, much of the City has been cultivated and/or developed with urban uses for a number of years, and it is unlikely that the proposed Project will affect the occurrence of any wildlife species. None of these species is known to have been

observed in the City. Therefore, compliance with the General plan policies presented below will further ensure that biological resource impacts are less than significant.

- CO-6.1 Protect sensitive and significant ecological areas of unique vegetation and wildlife.
- CO-6.2 Protect from extinction the identified endangered species which recognize the Arvin area as part of their natural range.
- CO-6.3 Consider the establishment of protected open space areas, planted with native valley vegetation, to serve as wildlife habitat and natural laboratory for public education purposes.
- CO-6.4 Implement a relocation program for any rare and/or endangered animal species found in urbanized areas.

Items (b) and (c): No Impact. The entire City of Arvin is devoid of riparian habitat or other sensitive natural community. The City's only surface water resources are the two man-made water ski lakes in the gated-residential community located along Blue Loop Road in the southern portion of the City, approximately two and one-half miles south of the Project Site. The other surface water resources include the partially concrete-lined Arvin-Edison Canal that extends north-south about three miles outside of the City boundaries. In addition, there are no federally protected wetlands within the City.

Item (d): No Impact. The City is developed with urban uses, vacant, or cultivated for agricultural production, and therefore, does not serve as a wildlife dispersal or migration corridor.

Items (e) and (f): No Impact. The City shall comply with the Kern County Valley Floor Wildlife Habitat Conservation Plan, which identifies various categories of land for the purpose of prioritizing habitat conservation efforts. The City of Arvin is not identified as an area of "sensitive and significant ecological areas," "protected open space areas," or land known to be inhabited by endangered species. Furthermore, the City's Municipal Code does not include any ordinances regarding the protection of biological resources, including trees.

V. Cultural Resources

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. <i>Cause a substantial adverse change in significance of a historical resource as defined in §15064.5?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. <i>Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. <i>Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. <i>Disturb any human remains, including those interred outside of formal cemeteries?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

Items (a), (b) and (c): Less Than Significant Impact. Much of the City has previously been disturbed, either through urban development or cultivation. According to the National Register of Historic Places, no existing structures that are considered as having significant historical value exist in the City. In addition, prior environmental documents for redevelopment projects in the City indicated that there were no listed historic properties or archaeological sites within the project area, which represented the major portion of the City's developed area. However, the Southern San Joaquin Valley Archaeological Information Center indicated there is a possibility that archaeological resources might be present. Historically, the Yokuts tribe populated the San Joaquin Valley from the Sacramento-San Joaquin River Delta south to Bakersfield and also the adjacent foothills of the Sierra Nevada mountain range. The Yokuts tribe also inhabited the foothills of the Coastal Range, which lies to the west of the San Joaquin Valley. In addition, while there is no listed evidence of known archaeological or paleontological resources in the City, if future activities in the City reveal previously unidentified cultural deposits, an archaeologist must be afforded the opportunity to evaluate any additional finds and to complete the analysis in accordance with CEQA guidelines, as amended. Should more extensive remains be identified, grading/construction shall be halted in the area of concern so that the findings can be assessed. If it is determined that more formal data recovery is needed, a controlled excavation shall be required to adequately record the find and recover the associated cultural materials.

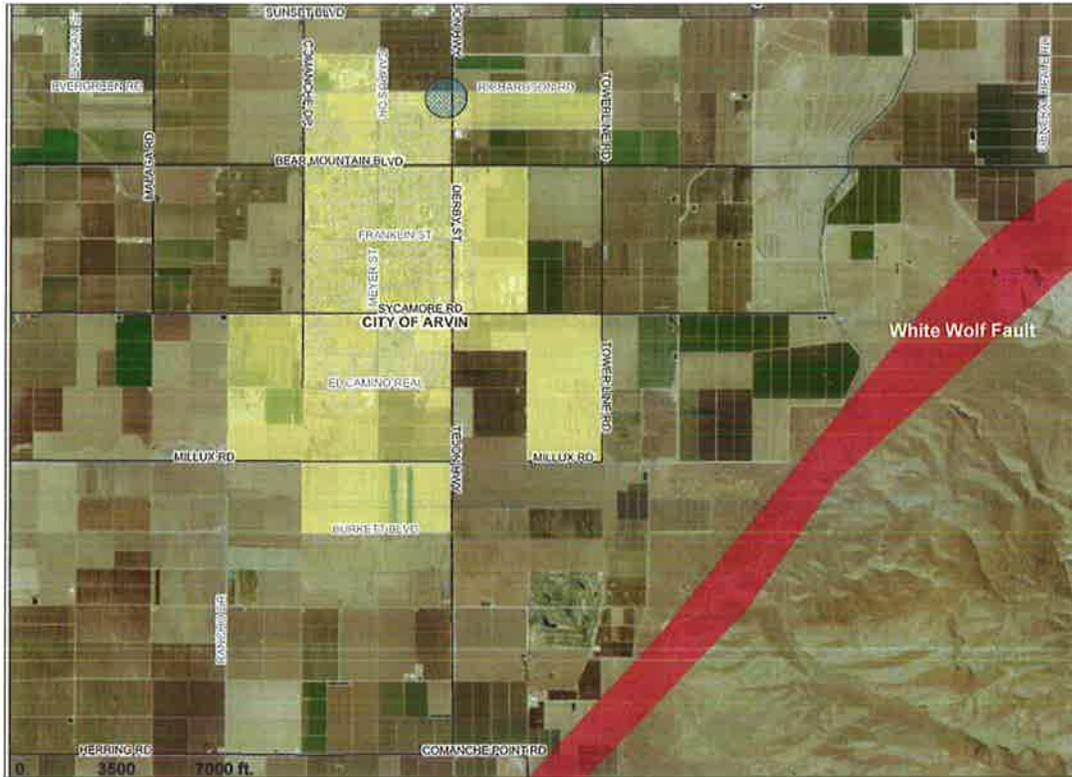
Item (d): No Impact. As part of the General Plan Update Mitigated Negative Declaration, adopted in 2012, the Native American Heritage Commission conducted a record search of sacred lands, and their research failed to identify the presence of Native American sacred lands in portions of the City.

VI. Geology and Soils

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
<i>a. Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:</i>				
<i>i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or base on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>ii. Strong seismic ground shaking?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>iii. Seismic-related ground failure, including liquefaction?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>iv. Landslides?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<i>b. Result in substantial soil erosion or the loss of topsoil?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? Section 2.0 of environmental analysis indicates "less than Significant Impact."</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

Items (a i), (a ii) and (a iii): Less Than Significant Impact. Earthquake safety is important to all California residents, especially to the residents and workers of the Arvin, which is in a region of active faults. In 1952, an earthquake along the White Wolf Fault, which is located less than three miles east of the City and shown in **Figure 9**, caused immense and widespread damage to the City and the region. This 7.5 magnitude earthquake resulted in many deaths and damaged buildings beyond repair.



City of Arvin Zone Change 2018-01

**Figure 9
Active Faults**

Liquefaction is another seismic-related safety risk. It is defined as a phenomenon in which water-saturated granular soils are temporarily transformed from a solid to a liquid state because of a sudden shock or strain, typically occurring during earthquakes. Although the local water table averages 210 feet below the soil surface, the high seismic activity of the region may cause some seismic-related ground failure.

The occurrence of a major earthquake in the central and southern California region could result in loss of life, injury and property damage. Ground shaking would be responsible for the majority of the damage within the City of Arvin. However, this hazard is no greater than those present in other areas of the central and southern California region. Furthermore, all construction of new buildings or rehabilitation of existing buildings shall be in conformance with the latest adopted edition of the Uniform Building Code, zoning codes and State Building codes, to ensure that any development will be in compliance with earthquake safety regulations. In addition, to minimize the impact with respect to seismic ground shaking, the applicant of a major development shall provide the City for its review and consent a comprehensive geological investigation that explores and evaluates soil engineering criteria, and document the potential for seismically induced ground shaking on the building site. Such investigations shall be conducted by a licensed civil engineer specializing in the practice of soil mechanics, and by a certified engineering geologist. Construction shall be in compliance with the

findings and recommendations of the required investigations.

Item (a iv) No Impact. A landslide is the descent of earth and rock down a slope. Since Arvin sits at the foothills of the Tehachapi Mountains, there is a slight downward slope to its topography. In the northern portion of the City the elevation is approximately 460 feet above sea level and it gradually slope down to the south to an elevation of approximately 400 feet above sea level, a difference of only 60 feet over a three-mile distance. The length of the Project Site (north-south) is only 660 feet and relatively flat; therefore, the potential for a landslide does not exist.

Item (b): Less Than Significant Impact. The potential for soil erosion is low to moderate. New development on the Project Site may require some grading to provide for building pads, parking facilities, utilities, and drainage. According to the General Plan, lose of top soil is slight, due to the low degree of slope of the land and to the highly permeable nature of the soil. Policy 1.1.3 of the General Plan Safety Element requires all proposed development to adhere to safe and accepted practices for minimizing hazards from adverse soil, subsidence or erosion conditions.

Items (c) and (d): Less Than Significant Impact. All construction and development in the Project Site, as well as Citywide, will adhere to the California Building Code and standard building practices, policies and guidelines to ensure that any geologic impacts including on- and off-site landslides, lateral spreading, subsidence and expansive soils are less than significant.

Item (e): No Impact. Arvin's wastewater system is serviced by the City, and according to the City, the existing system is adequate to meet the needs of its residents and businesses. Most of the City has sewer lines that connect to the municipal sewer system; however, a few parcels are still dependent on septic tanks for sewer disposal. The majority of the parcels on septic tanks are located in the industrial areas along Derby Street south of Bear Mountain Boulevard. The City is currently examining the adequacy of the municipal sewer system for all Arvin residents and the cost of connecting the few remaining units to the system. All future housing developments will be adequately connected to the existing wastewater system using funds collected through development fees currently established by the City

VII. Greenhouse Gas Emissions

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. <i>Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. <i>Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion

Item (a): Less Than Significant Impact. The construction and operation of the proposed Project would generate greenhouse gas (GHG) emissions through the burning of fossil fuels or other emissions of GHGs, which are likely to contribute to cumulative impacts related to global climate change. The gases that are widely seen as the principal contributors to climate change are:

- Carbon dioxide (CO₂)
- Methane (CH₄)
- Nitrous oxide (N₂O)
- Hydrofluorocarbons (HFCs)
- Perfluorocarbons (PFCs)
- Sulfur Hexafluoride (SF₆)

According to the requirements of SB 97, the Natural Resources Agency adopted amendments to the CEQA Guidelines for the mitigation of GHG emissions and analysis of the effects of GHG emissions. The adopted CEQA Guidelines provide regulatory guidance on the analysis and mitigation of GHG emissions in CEQA documents, while giving lead agencies the discretion to set quantitative or qualitative thresholds for the assessment and mitigation of GHGs and climate change impacts. According to the Arvin Special Studies and Services requirement, if a project is a General Plan and Zone Change, Tract Map, or Parcel Map, and the size of the project is at or above a level of 220 units for a low-rise apartment or 345 units for a high-rise apartment, a special air quality impact study would be required. As presented in Section I (Environmental Analysis) of this Initial Study, development of the Project Site under an R-4 zone could potential result in 142 multi-family units. Since the increase in housing units under the proposed Project would be below the Arvin Special Studies and Service criteria, an air quality impact study would not be required, and impacts are considered less than significant.

Item (b): Less Than Significant Impact. In 2006, the State passed the California Global Warming Solutions Act of 2006 (AB 32), which requires the California Air Resources Board to design and implement emission limits, regulation, and other measures, such that feasible and cost-effective statewide GHG emissions are reduced to 1990 levels by 2020. In 2008, the State passed SB 375, which creates regional planning processes designed to reduce GHG emissions in accordance with AB 32. These

processes tie GHG reduction targets to the region’s land use and transportation strategic plans, which in turn will influence the City’s own local plans for land use and affordable housing.

The proposed Project is consistent with General Plan policies, which follow the key principles identified in State law and guidance documents, such as allowing higher residential densities and infill development. Thus, the Project does not conflict with AB 32 or SB 375. Furthermore, the City, as a member of the Kern Council of Governments, will participate in implementing the adopted Regional Transportation Plan (RTP) and Sustainable Communities Strategy (SCS), which integrates land use and transportation planning.

VIII. Hazards and Hazardous Materials

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. <i>Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. <i>Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. <i>Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or propose school?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. <i>Be located on a site, which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5, and, as a result, would it create a significant hazard to the public or the environment?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. <i>For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. <i>For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. <i>Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. <i>Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

Items (a), (b) and (c): Less Than Significant Impact. The proposed Project does not include any specific development projects nor propose any construction activities that would result in hazards due to the

emission, transport, use or disposal of hazardous materials. The Project would change the zoning to permit higher density residential development in the northeastern portion of the City.

To ensure that adoption of the proposed Zone Change will not adversely impact the environment, any new development will adhere to standard requirements and procedures of appropriate local, county, state and federal regulatory agencies. Adherence to these standards and procedures will ensure that future uses of the land and any construction or development activities do not create a hazard to the public or the environment.

Furthermore, if any hazardous materials are transported as a result of the proposed Project, they will be restricted to those streets designated by the City. The Project will comply with the existing General Plan Safety and Circulation Element policies related to hazardous waste management and emergency preparedness.

For household hazardous waste, the City directs Arvin residents to dispose of this waste such as paints, used motor oil, poisons and garden chemicals at one of the Mountainside Disposal Centers. The nearest Collection Center to the City is the CVT Recycling Center located at 8665 S. Union Ave, Bakersfield, CA 93307. Any increases in the disposal of household hazardous waste will be disposed of at this location

Item (d): No Impact. The Project Site is not included on a list of hazardous materials sites pursuant to Government Code Section 65962.5. The only site within the City of any potential significance is the Brown and Bryant site located on Derby Street, south of Bear Mountain Boulevard, which is identified by the EPA on its National Priorities List (NPL) as a property of highest priority for remediation under the Superfund Program. This Superfund site is located approximately one mile south of the Project Site. The Brown and Bryant site is also identified on the Comprehensive Environmental Response Compensation and Liability Information System (CERCLIS), the California Department of Toxic Substances Control (DTSC) Calsites or Site Mitigation and Brownfields Reuse Programs Database (SMBRPD), and the Hazardous Waste and Substances Site List (Cortese List AB 3750). In addition, the Regional Water Quality Control Board's (RWQCB) Leaking Underground Storage Tanks (LUST) database does not show any recorded sites within the City that are open and undergoing investigation or remediation for leaking underground storage tanks.

Items (e) and (f): No Impact. The nearest airport to the Project Site is Bakersfield Municipal Airport which is located approximately 18 miles to the northwest, and the nearest private airport is the agricultural (crop dusting) landing strip located approximately three miles to the southwest of the Project Site. The Project Site and the City as a whole is not located within the limits of the airport impact zone.

Item (g): No Impact. The proposed Project does not propose any changes to the roadway system or evacuation routes designed by the City that will interfere or have a negative impact on emergency response. The evacuations of people will proceed according to the City's policies related to emergency response. In addition, the City will coordinate emergency response and relief services with county, state, federal and volunteer agencies.

Item (h): No Impact. The entire City is shown as "unzoned" on the Fire Hazard Severity Zone map for Kern County produced by the California Department of Forestry and Fire Protection (CalFire) and is not identified as a high-risk area. Furthermore, the proposed Project is aligned with the existing General Plan Safety Element, which includes a policy which ensures the safety of the residents of the City through proper consideration of location of earthquakes faults and their relationship to development, natural flooding hazards from storm runoff slope development and related problems of earth slippages and hazards for fire in brush or grasslands. Safety Element programs that specifically address fire and fire-related hazards include:

- Encourage and promote improved fire and geologic hazard insurance programs
- Review and update as necessary the community's disaster preparedness and emergency plans
- Continue the ongoing program of education inspection and abatement of fire hazards through fire prevention measures
- Maintain weed abatement and brush clearance programs to reduce fire hazards to developed property in the immediate vicinity of vacant, undeveloped land
- Develop proper mitigation measures to protect new urban development projects from possible brush fire hazards.

IX. Hydrology and Water Quality

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. <i>Violate any water quality standards or waste discharge requirements?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. <i>Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing land uses or planned uses for which permits have been granted)?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. <i>Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. <i>Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner, which would result in flooding on- or off-site?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. <i>Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. <i>Otherwise substantially degrade water quality?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. <i>Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. <i>Place within a 100-year flood hazard area structures, which would impede or redirect flood flows?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. <i>Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j. <i>Inundation of seiche, tsunami, or mudflow?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

Item (a): Less Than Significant Impact. Water runoff from the Project Site may include spills and other chemicals that cumulatively may result in degradation of off-site surface waters. However, as part of Section 402 of the Clean Water Act, the EPA has established regulations under the National Pollution Discharge Elimination System (NPDES) program to control direct storm water discharge. In California, the State Water Quality Control Board administers the NPDES permitting program. The NPDES program regulates industrial pollutant discharges, which include construction activities. All new construction projects more than five acres must prepare a Storm Water Pollution Prevention Plan (SWPPP) and file a Notice of Intent with the State Water Resources Control Board under the requirement of Statewide Industrial Storm Water Permit for General Construction Activities.

Compliance with applicable NPDES permitting requirements, with applicable Water Quality Management Plans and Best Management Practices (BMP) for each individual project will ensure that project-related impacts are less than significant.

Item (b): Less Than Significant Impact. The current 2012 General Plan designates the Project Site for high density residential uses. Since the Project Site is currently vacant, any development on the site would increase the amount of impermeable surfaces that could result in additional urban runoff and contribute to the reduced amount of groundwater recharge.

Previous to 1966, water levels reflected a decline as local groundwater extraction by the Arvin Community Services District and local agricultural operators. The groundwater extractions exceeded recharge. However, since 1966, the Arvin-Edison Water Storage District has engaged in a program of groundwater replenishment, which resolved any depletion of ground water supply or quality of ground water. Furthermore, compliance with the current General Plan policies presented below will further ensure that impacts on groundwater recharge will be less than significant:

- CO-3.1 Encourage continued groundwater recharge efforts of the Arvin-Edison Water Storage District.
- CO-3.2 Embark on a public education program regarding water conservation practices in residential, commercial, industrial and public facility development.
- CO-3.4 Require thorough information in all environmental assessments for projects which may have a substantial effect on groundwater levels.

Items (c), (d) and (e): Less Than Significant Impact. Adoption of the Project would change the underlying zoning from R-3 to R-4, and increase the allowable residential density of the Project Site. For the purposes of this environmental assessment, the Project could result in an increase of 142 multi-family units. Since there are no streams or rivers traversing the Project Site, stormwater runoff from future residential development would drain into the City's existing drainage system and to off-site watersheds. The resultant impacts would be less than significant due to the City's standards and requirements imposed on each project and the construction of new basins and conveyance facilities identified in 2010 Storm Drainage Master Plan. New development will be required to install storm drainage infrastructure and/or pay fair-share costs and development fees to fund those improvements.

Item (f): Less Than Significant Impact. Adherence to applicable standards, policies and best management practices will ensure that potential impacts related to water quality and stormwater discharge would be less than significant.

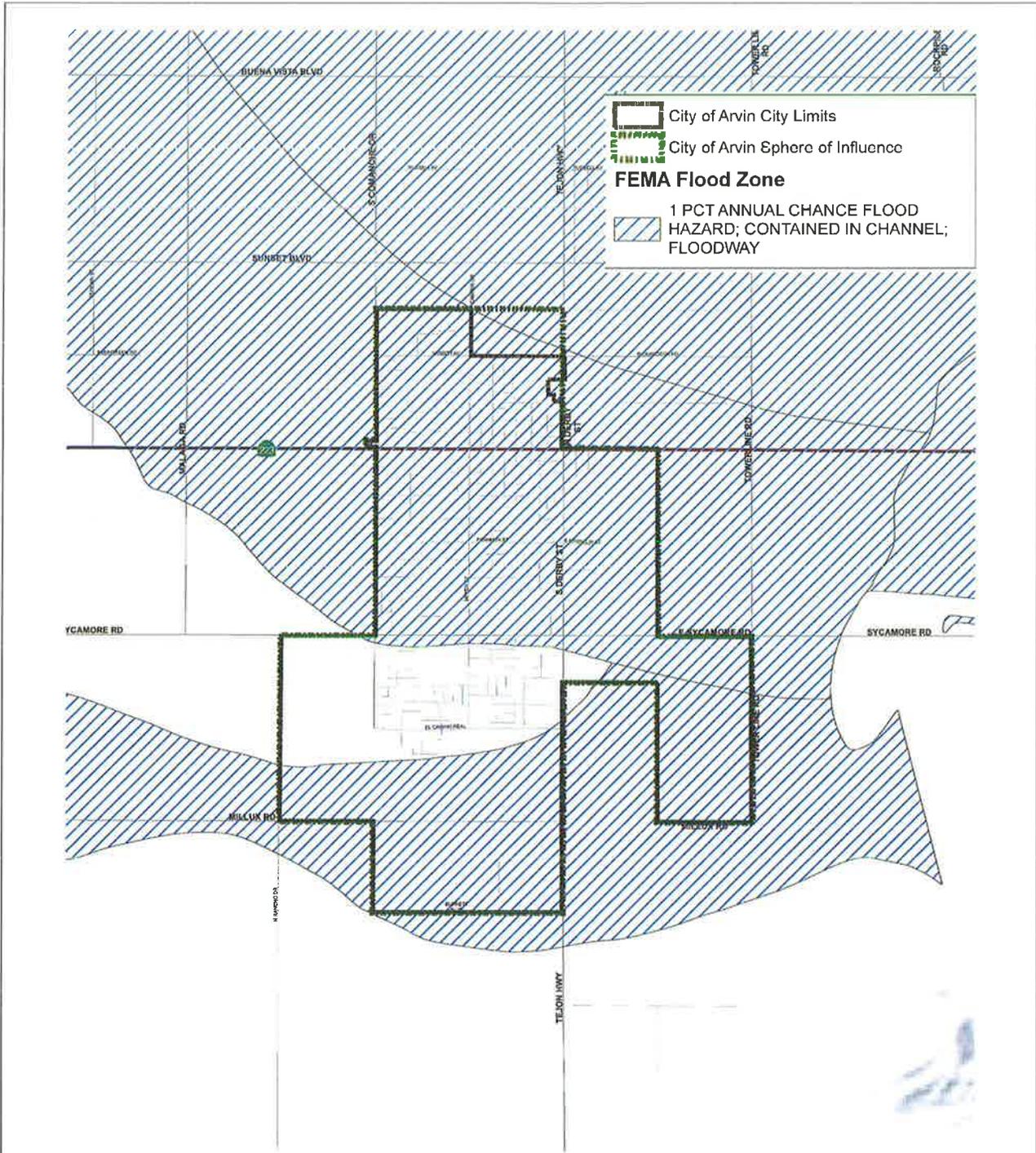
Items (g) and (h): Less Than Significant Impact. The City participates in the National Flood Insurance Program. According to the Federal Emergency Management Agency (FEMA) Flood Hazard map shown in **Figure 10**, much of the City is in the 100-year flood zone (one percent annual change flood). FEMA categorizes most of the City as being within Zone AO, wherein there exists a one percent or greater chance of flooding in a given year, with an average depth of one to three feet. Other areas within Arvin are included in Zone A, in which flooding has a one percent chance per year to occur, but no depths have been established. The remainder of the City's area is located in Zone X, or areas of moderate (0.2% to 0.5% annual chance) flood hazard. Because the City is in the 100-year flood zone, mandatory flood insurance purchase requirements and floodplain management standards apply.

In order to minimize flooding impacts, and pursuant to FEMA requirements, Chapter 15.32 (Floodplain Management) of the Arvin Municipal Code establishes flood-resistant standards for building anchoring, construction materials and methods, storage of materials, utilities and land subdivisions. Adherence to the City's Municipal Code Chapter 15.32 will reduce any potential impacts to less than significant levels.

Item (i): Less Than Significant Impact. Catastrophic failure of the Isabella Dam system could release significant amounts of water towards the City of Arvin, located about 55 miles to the southwest. Future development in the City could result in the exposure of additional people and property to flood hazards, although reductions in the amount of water contained in Lake Isabella, combined with the vast distance flood waters must travel to the City of Arvin, reduce such potential impacts. In addition, adherence to City and FEMA development standards will further reduce such potential impacts.

Item (j): No Impact. A seiche is a standing or stationary wave in an enclosed or partially enclosed body of water, such as lakes, reservoirs, and bays. The only enclosed bodies of water within the City of Arvin that could induce seiche or seiche-related phenomena are two man-made lakes located in the southern portion of the City. Due to the relatively small size of the lakes and their distance from the Project Site, seiche would not impact the Project Site.

A tsunami, also referred to as a tidal wave, is a sea wave generated by submarine earthquakes, major landslides, or volcanic action. Arvin is located in the Central Valley, hundreds of miles from the California coastline, thus eliminating the potential hazard to people and structures from tsunamis. The possibility of mudflows does not exist, given the absence of hillside and mountainous terrain within the City.



Source: Federal Emergency Management Agency, <http://www.arvin.org/wp-content/uploads/2017/02/Arvin-Flood.pdf>

City of Arvin Zone Change 2018-01

**Figure 10
FEMA Flood Hazard**

X. Land Use and Planning

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. <i>Physically divide an established community?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. <i>Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. <i>Conflict with any applicable habitat conservation plan or natural community conservation plan?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

Item (a): No Impact. The proposed Project is a change to the zoning for the Project Site from R-3 to R-4. This Zone Change will not result in dividing the existing community. The Project proposes permitting a continuation of urban development up to the northeast City boundaries.

Item (b): Less Than Significant Impact. The Project is a Zone Change that will be consistent with the City's General Plan land use designation of High Density Residential. Furthermore, the adoption of the Project would encourage high density residential development that would provide needed affordable housing within the City. One of the reasons for this Project was to accommodate the shortfall of affordable housing units identified in the 2008-2013 Housing Element, a requirement of State Housing Law. By adopting this Zone Change, it will fulfill the Housing Element requirement and enable the current 2013--2023 Housing Element Amendment to be certified by the State. Also, the Zoning Ordinance regulations do not supersede any other requirements and regulations adopted by the County, State or federal agencies that has jurisdiction by law over the use or development within the City.

Item (c): No Impact. As previously discussed in Section IV (Biological Resources) of this document, the City will comply with the Kern County Valley Floor Wildlife Habitat Conservation Plan.

XI. Mineral Resources

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. <i>Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. <i>Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

Items (a), (b): No Impact. The General Plan does not identify any areas within the City where significant mineral deposits are present, nor does it identify any mineral resource recovery sites. Therefore, no significant loss of known mineral resources of future value to the region or the State is anticipated.

XII. Noise

Would the project result in:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. <i>Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. <i>Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. <i>A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. <i>A substantial temporary or periodic increase in ambient noise levels the project vicinity above levels existing without the project?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. <i>For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. <i>For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion

Items (a), (b), (c) and (d): Less Than Significant Impact. The City is exposed to noise from construction activities and traffic on the City's roadway system. The Bear Mountain Boulevard (SR-223) is a major arterial that traverses the City east-west. Much of the long-term ambient noise in the northern portion of the City is from traffic noise on Bear Mountain Boulevard. As traffic increase as a result of future development, long-term noise is also anticipated to increase and impact residential neighborhoods. However, any future developments will be subject to the following General Plan Noise Element policy: Preserve and ensure a safe and quiet environment in residential neighborhoods. Noise levels will adhere to the noise standards for residential properties in the City's Municipal Code and presented in **Table 2**.

Table 2
Residential Noise Standards

Noise Level	Time Period
55 dB(A)	7:00 a.m.--10:00 p.m.
50 dB(A)	10:00 p.m.--7:00 a.m.

Source: Arvin Municipal Code

Construction-related noise is generally short-term and temporary and is acceptable provided it is limited to the houses established in Municipal Code Chapter 9.08 (Noise Disturbance Ordinance), which states the times allowed for construction to be between 6 a.m. and 9 p.m. except with urgent cases of health and safety of the public, which would need approval by the City Manager.

Development brought about by the Project will be consistent with the existing General Plan Noise Element policies and the noise ordinance in the Municipal Code, which will minimize noise exposure for sensitive land uses.

Items (e) and (f): Less Than Significant Impact. The nearest airport to the City is Bakersfield Municipal Airport which is located approximately 18 miles to the northwest, and the nearest private airport is the agricultural (crop dusting) landing strip located approximately three miles to the southwest of the city limits.

XIII. Population and Housing

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. <i>Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. <i>Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. <i>Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

Item (a): Less Than Significant Impact. The Project's potential increase in population is estimated at 406 residents. In 2017, the City had a population of 19,304 residents, and according to the 2012 General Plan, the City's population holding capacity is 40,355 residents, and addition 21,051 residents. The population increase of the proposed Project represents only 1.9 percent of the City's population growth. As an urbanized city with established residential neighborhoods, Arvin does not require significant expansion of roads and other infrastructure that could induce additional population growth, and only incremental capacity improvements to existing infrastructure are anticipated.

Items (b) and (c): No Impact. The proposed Project would allow higher residential densities on a site that is currently vacant, and therefore, would not displace any homes or residents. As previously discussed in the Land Use section, the adoption of the Project would provide needed affordable housing within the City. The purpose of the Project is to accommodate the shortfall of 55 affordable housing units identified in the 2008-2013 Housing Element, a requirement of State Housing Law.

XIV. Public Services

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>a. <i>Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of these public services:</i></p>				
i. <i>Fire protection?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii. <i>Police protection?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii. <i>Schools?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iv. <i>Parks?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
v. <i>Other public facilities?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion

Item (a i): Less Than Significant Impacts. Fire protection service is provided by the Kern County Fire Department. The Fire Department operates Station 54 on 301 Campus Drive, Arvin, CA. 93203. As presented in **Table 3**, according to the Arvin General Plan Update MND, in 2012, Station 54 had nine (9) staff members and two (2) fire engines. According to the Arvin 2016 Municipal Service Review (2016 MSR), the Fire Department responds to approximately 692 service calls annually within the city limits and has an average response time of 4 minutes and 14 seconds. The 2016 MSR did not indicate any infrastructure or service deficiencies regarding the Kern County Fire Department. Further, the current General Plan's Safety Element includes goals and policies that would ensure adverse fire hazard and protection impacts would be minimized:

1. The Fire Marshall and the City Building Inspector shall ensure that all buildings are designed and equipped for an adequate level of fire protection.
2. The City should construct and develop new water wells, wherever feasible, to increase water supply and water pressure, thus insuring adequate fire protection in existing and future developments.
3. The City of Arvin should introduce and support community programs that train the general public to assist the police, fire, and civil defense personnel during periods of fire or flood.
4. The City of Arvin shall continue coordination and cooperation with the Arvin Community Services District and Arvin-Edison Water Storage District to assure wise management of the natural resources and to discourage unnecessary ground water withdrawal.

Table 3
Fire Protection Services

Location	Service and Equipment	Staffing	Function
Fire Station 54 301 Campus Drive, Arvin	2 Fire Engines	9 Staff (3 Shifts)	Fire Fighting Fire Prevention Hazmat Management

Source: KCFD Kern County Fire Department, Station 54, 2012

Item (a ii): Less Than Significant Impact. Police protection services for the City of Arvin are provided by the Arvin Police Department from its headquarters located at 200 Campus Drive, Arvin, CA 93203. According to the City’s 2016 Municipal Service Review, in 2016, there were 17 sworn officers at the Arvin Police Department. The City provides 0.85 officers per 1,000 population, which is below the 1.00 officer per 1,000 population standard of service that the City wants to provide. Therefore, the Project’s potential increase in units and populations would increase the demand for additional law enforcement officers.

Mutual aid agreements with the Kern County Sheriff’s Department and California Highway Patrol could help supplement police protection services in the City. In addition, the current General Plan includes Crime Prevention Through Environmental Design (CPTED) policies, which would be required of new residential development. These policies would further the reduce the demand for police protection. Also, compliance with the current General Plan Community Health Element policy presented below will further ensure that impacts on police protection will be less than significant:

CH-8.2 Pursue an integrated strategy to reduce street crime and improve personal safety.

Item (a iii): Less Than Significant Impact. The proposed Project's increase in the population would result in an increase in demand for school services. To supplement to costs associated with the additional students, the City imposes a development fee of \$9.69 per square foot of residential development, which goes to the Arvin Union and Kern High School Districts. In addition, compliance with the current General Plan policies presented below will further ensure that impacts on schools will be less than significant:

- LU-17.1 Ensure the provision of adequate land for school campuses, according to the level of need identified by the appropriate school districts and private institutions.
- LU-17.2 Accommodate institutions of higher learning, such as community colleges and trade schools, to the greatest extent feasible by removing regulatory barriers.

Item (a iv): Less Than Significant Impact. The additional population growth that could result from the adoption of the proposed Project would require additional parks and recreational facilities. Currently there are five parks within the City totaling approximately 47 acres. The current the land-to-resident ratio is 2.5 acres per 1,000 residents. The Statewide Park Development and Community Revitalization Act of 2088 (AB 31) considers any community with a ratio of three acres per 1,000 residents as a "critically underserved community". To ensure that any new recreational facilities do not have any adverse physical effects on the environment, the City shall comply with the following Conservation and Open Space Element policies:

- CO-2.3 Maintain parks and public facilities in a way that enhances the appearance of City's public spaces and contributes to the City's identity.
- CO-2.4 Ensure existing facilities are maintained in good working order to address the passive and active recreational needs of Arvin residents.
- CO-2.6 Identify and pursue opportunities to open up school playgrounds and playfields to public recreational use outside of school hours through joint-use agreements with the appropriate school districts.
- CO-2.9 Promote the use of vacant public land within developed neighborhoods for temporary recreational uses.

Item (a v): Less Than Significant Impact. The proposed Project would increase demand for public services and facilities; however, implementation of the following policies to enhance the expand and enhance the existing public facilities would result in less than significant impacts on public facilities:

- CO-2.3 Maintain parks and public facilities in a way that enhances the appearance of City's public spaces and contributes to the City's identity.
- CO-2.4 Ensure existing facilities are maintained in good working order to address the passive and active recreational needs of Arvin residents.
- CO-2.6 Identify and pursue opportunities to open up school playgrounds and playfields to public recreational use outside of school hours through joint-use agreements with the appropriate school districts.
- CO-2.7 Encourage conservation and promotion of the City's historical and cultural resources.
- CO-2.8 Promote the development and design of the public facilities (e.g. City Hall) area near Jewett Square, as the focal point of the community and to develop the City's identity.
- CO-2.9 Promote the use of vacant public land within developed neighborhoods for temporary recreational uses.

XV. Recreation

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. <i>Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. <i>Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion

Items (a), (b): Less Than Significant Impact. The additional population growth that could result from the adoption of the proposed Project would require additional parks and recreational facilities. The Arvin General Plan land use policies reflect one of the key principals of sustainable communities, a focus on creating pedestrian and bicycle-friendly environments. Compliance with the following proposed policies encourage physical activity through the built environment and underutilized land:

- LU-1.2 Provide high-quality public spaces that incorporate attractive landscaping and streetscaping for the benefit of present and future Arvin residents.
- LU-2.1 Require new development, wherever possible, to provide convenient, direct and safe bicycle and pedestrian connections.
- LU-2.2 Create active neighborhood districts that cluster jobs, services, goods and cultural and recreational uses within walking distance of residences to create a focus for community activity.
- LU-5.1 To the greatest extent possible, seek opportunities to expand the use of streets and other public rights-of-way as active transportation and recreation spaces through pedestrian-friendly design, shade trees, parkways and other enhancements.
- LU-5.3 Ensure that new development incorporates, where feasible, access to parks, trails and natural areas, creating a series of green connections throughout the City.

XVI. Transportation and Traffic

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. <i>Cause an increase in traffic, which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. <i>Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. <i>Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. <i>Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. <i>Result in inadequate emergency access?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. <i>Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion

Items (a) and (b): Less Than Significant Impact. The City's 2012 Circulation Element utilized the Ken County COG data in its preparation and evaluation of existing and future circulation system needs. The 2010 Highway Capacity Manual (HCM 201) was used in defining six levels of service for various street types. With "A" representing the best operating conditions and "F" the worst. The City of Arvin adopted a minimum Level of Service (LOS) standard of D for the Circulation Element and traffic analysis purposes. Existing daily traffic volumes (2010) for Tejon Highway was 3,600, Campus Drive was 3,400 and Bear Mountain Boulevard was 8,100.

Planning for traffic generation for multi-family residential units are estimated at 6 trips per day. Utilizing this planning assumption, the increase of 142 units and with 6 trips per day would result in 852 trips per day.

Tejon Highway is identified as a Minor Collector with a road right-of-way of 110 to 146 feet in width. Varsity Road is designated as a Collector with a right-of-way of 90'-0". The future Road classification for

Tejon Highway is projected to be at a Level C capacity and Varsity Road is also projected to be at a Level C in the year 2030. Intersections will be evaluated and necessary improvements will be required as new development is proposed and constructed. In addition, the City as part of the policy program has established a traffic impact fee to assist in funding improvements as identified in the Circulation Element and Impact Fee Program. The implementation of the policies and programs established in Circulation Element, will assist in the accomplishment of the various improvements.

The City of Arvin has established thresholds which would cause a more detailed Traffic Analysis if a proposed project exceeded 245 apartments. The potential development of 142 units for the proposed Zone Change is below this threshold and does not require the Traffic Analysis, and is considered less than significant.

Item (c): No Impact. The nearest airport to the city is Bakersfield Municipal Airport which is located approximately 18 miles to the northwest, and the nearest private airport is the agricultural (crop dusting) landing strip located approximately three miles to the southwest of the Project Site. The runway extends east and west parallel and adjacent to Millux Drive. There are no critical air traffic control patterns or designated approach/take off zones over the City such that an increase in air traffic or flight pattern that would create safety risks to both residents and air travelers.

Item (d): No Impact. The proposed Project does not include any specific design features to streets that would create hazardous curves or incompatible land uses. One of the purposes of a Land Use Element is to create land use patterns that encourage safe neighborhood with compatible uses.

Item (e): No Impact. The proposed Project would not alter circulation patterns identified in the Circulation Element. The City has designated specific evacuation routes, including major and secondary arterial roadways, which permit adequate emergency access.

Item (f): Less Than Significant Impact. The proposed Project does not conflict with any adopted policies, plans or programs supporting alternative transportation. In fact, the proposed Project incorporates the principals of sustainable communities and SB 375 which aim to reduce greenhouse gas (GHG) emissions through transportation and land use planning such as encouraging higher residential densities and infill development. In addition, current General Plan policies encourage pedestrian- and bicycle-friendly environments:

- LU-2.1 Require new development, wherever possible, to provide convenient, direct and safe bicycle and pedestrian connections.
- LU-2.2 Create active neighborhood districts that cluster jobs, services, goods and cultural and recreational uses within walking distance of residences to create a focus for community activity.

XVII. Tribal Cultural Resources

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>a. <i>Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:</i></p>				
<p>i) <i>Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k),</i></p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>ii) <i>A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion

Items (a)(i) and (ii): Less Than Significant Impact. As previously discussed in Section V: Cultural Resources, the Southern San Joaquin Valley Archaeological Information Center indicated there is a possibility that archaeological resources might be present. Historically, the Yokuts tribe populated the San Joaquin Valley from the Sacramento-San Joaquin River Delta south to Bakersfield and also the adjacent foothills of the Sierra Nevada mountain range. The Yokuts tribe also inhabited the foothills of the Coastal Range, which lies to the west of the San Joaquin Valley. However, as mentioned previously, the Native American Heritage Commission conducted a record search of sacred lands, and their research failed to identify the presence of Native American sacred lands in portions of the City. Additionally, the local Kern Valley Indian Tribes indicated that there are no known sensitive tribal lands in the City.

XVIII. Utilities and Service Systems

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. <i>Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. <i>Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. <i>Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. <i>Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. <i>Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected commitments?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. <i>Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. <i>Comply with federal, state, and local statutes and regulations related to solid waste?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion

Items (a), (b), (e): Less Than Significant impact. The City of Arvin is responsible for sewer service in the City. Wastewater generated in the City is conveyed by sewer trunk lines to the wastewater treatment plant, located in the southwest portion of the City. There is a remaining treatment capacity of 750,000 gallons per day (gpd) at the wastewater treatment facility.

The proposed Project would result in an increase in wastewater generated over the existing conditions and the holding capacity of the 2012 General Plan. According to the 2012 General Plan MND/IS, the holding capacity of the 2012 General Plan would generate an estimate of 1.7 million gpd of wastewater from existing levels. This level of wastewater would exceed the remaining capacity of the City's wastewater treatment facility. Assuming a wastewater generation factor of 220 gpd per multi-family unit, the proposed Zone Change could result in 31,240 gpd of additional wastewater flowing into the treatment facility.

As the City develops over time, decisions regarding development approval will be governed by a commitment to ensuring that public infrastructure and utilities are able to adequately serve the new uses.

To ensure that infrastructure will accommodate future levels of growth, the Land Use Element contains the following policy designed to reduce the potential impact of increased wastewater generation from potential new development:

- LU-6.2 Ensure residential densities are compatible with available public service and infrastructure systems.

Item (c): Less than Significant Impact. The City's existing drainage facilities include curb and gutter, cross gutters, drainage inlets, siphons, storm drain pipeline, and drainage basins. The drainage system empties into storage ponds where, due to the high permeability of the soil, most of the water percolates into the water table.

According to the Drainage Master Plan Update (2010), the existing storm drainage collection and retention system are adequate; however, there are three exceptions, including inlet siphons on Bear Mountain Boulevard, which become clogged with trash and debris and overflow onto adjacent streets; the Smothermon Park basin, which overflows onto adjacent parkland; and Derby Street between Bear Mountain Boulevard and Sycamore Avenue, which lacks curbs and gutters and has no street crown, making it prone to flooding. The City is currently in the process of addressing these three drainage and retention system inadequacies in the Drainage Master Plan.

Impermeable surfaces are expected to increase over time as new development occurs on vacant or under-developed properties. Such improvements could result in additional urban run-off into the existing drainage system. However, all new development on vacant land will be required to provide adequate improvements in order to accommodate future growth and infrastructure needs.

Compliance with the General Plan policies presented below will further ensure that impacts will be less than significant:

- CO-5.2: Implement the measures for drainage improvements as specified in the Master Drainage Plan for Arvin.
- CO-5.3 Direct the City Engineer and Flood Control District to review all development proposals and ensure adequate protection from flood damage.

Item (d): Less than Significant Impact. The City's water supply comes from the local groundwater wells, operated and maintained by the Arvin Community Service District (ACSD), a privately-owned utility company formed in 1956. ACSD provides water service for the residents of Arvin and the surrounding county area and operates five active wells and has two inactive wells. The well water is currently distributed in the City through ACSD's water distribution system, which includes 8, 10 and 12-inch water mains. According to the ACSD, the maximum potential rate of production is approximately 5,250 gpm. The water system also includes a 500,000-gallon above-ground storage tank and an elevated 70,000-gallon storage tank.

According to the Arvin Water Master Plan, the City's demand for water during the peak month (August) in 2007 was approximately 3.6 million gallons per day (gpd). The 2012 General Plan MND/IS indicates that the holding capacity under the current General Plan would result in an estimated increase in water consumption of about 2.6 million gpd, an increase of approximately 72 percent over 2012 levels. This would be an average demand at buildout of approximately 4,330 gpm, which was less than the maximum production rate stated by the ACSD. Assuming a water consumption generation factor of 220

gpd per multi-family unit, the proposed Project, which includes an additional 142 multi-family units could result in the consumption of water by an addition 31,240 gpd or an average of 22 gpm. The additional water consumption of could total 4,352 gpm at buildout, which is still below the maximum rate of production of 5,250 gpm.

In 2013, the City adopted the CALGreen standards for all development citywide. CALGreen sets targets for energy efficiency, water consumption, dual plumbing systems for potable and recyclable water, diversion of construction waste from landfills and use of environmentally sensitive materials in construction and design. The water efficiency and conservation standards will also help reduce need for additional water supply.

Additionally, the following General Plan water conservation policies will ensure that there is a sufficient supply of water:

- CO-3.1 Encourage continued groundwater recharge efforts of the Arvin-Edison Water Storage District.
- CO-3.2 Embark on a public education program regarding water conservation practices in residential, commercial, industrial and public facility development.
- CO-3.3 Encourage the use of reclaimed wastewater for appropriate uses such as agricultural irrigation or frost protection.
- CO-3.4 Require thorough information in all environmental assessments for projects which may have a substantial effect on groundwater levels.
- CO-4.1 Monitor water quality regularly in all wells in the Arvin Community Services District.
- CO-4.2 Investigate means of protecting the groundwater supply from contamination by agricultural chemicals.
- CO-4.3 Ensure that all components of the City's infrastructure related to water delivery and consumption, including those on private property, are functioning properly to protect water quality.

Item (f): Less than Significant Impact. Mountainside Disposal, a private solid waste disposal company, provides refuse and recycling service for the City of Arvin. The solid waste collected within the City by Mountainside Disposal is transported to the Metropolitan Recycling Corporation facility located at 2601 S. Mt. Vernon Avenue, Bakersfield. This facility separates recyclable material and non-recyclable waste. Non-recyclable waste is disposed at the Bakersfield Metropolitan Landfill, also known as Bena Landfill. This landfill is located at 2951 Neumarkel Road, Bakersfield, which is approximately 10 miles north of Arvin. The Bena Landfill is owned and operated by the County of Kern Waste Management Department.

According to the 2012 General Plan MND/IS, solid waste generated by the 2012 General Plan's holding capacity would generate an estimated 100,800 pounds or approximately 50 tpd over existing levels. The Bena Landfill currently receives an average of approximately 1,194 tpd, thus the addition of the solid waste generated from the 2012 General Plan would total approximately 1,246 tpd in the future. Since the Bena Landfill is permitted to remain operational until 2042 and the total solid waste generated by the 2012 General Plan holding capacity was well below the 4,500 tpd, solid waste impacts of the 2012 General Plan was considered to be less than significant.

The proposed Project could result in 142 multi-family units, and assuming a generation rate of 4 pounds of solid waste per unit, it is estimated that an additional 568 pounds or 0.3 tpd of solid waste would be generated. Adding the additional 0.3 tpd to the 2012 General Plan estimate of 1,246 tpd is still below

permitted maximum disposal in this landfill is 4,500 tons per day and, therefore, solid waste impacts of the proposed Project is considered less than significant.

The City's Municipal Code also includes CALGreen Building Standards for all development citywide. In addition to energy efficiency and water conservation, CALGreen also sets targets for the diversion of construction waste from landfills and use of environmentally sensitive materials in construction and design. Additionally, compliance with the General Plan policies presented below will further ensure that impacts will be less than significant:

- CO-8.1 Implement diversion programs related to business collection including commercial onsite recycling and commercial onsite green waste pick up.
- CO-8.2 Promote public education and outreach regarding municipal waste programs, how they work and their benefits.
- CO-8.3 Continue waste management practices that meet or exceed requirements stipulated by the California Integrated Waste Management Act.

Item (g): Less Than Significant Impact. Assembly Bill (AB 939) requires the City to adopt and implement a Source Reduction and Recycling Element (SRRE) and to divert 25 percent of the solid waste stream from landfills by 1995 and 50 percent of the solid waste from landfills by the year 2000. According to the California Department of Resources Recycling and Recovery (CalRecycle), the City did not meet both the 25 percent diversion rate in 1995 and the 50 percent diversion rate in 2000.

In 2004, California Integrated Waste Management Board (CIWMB) issued Compliance Order to the City of Arvin. The CIWMB found that the City achieved a 2000 diversion rate of 28 percent and had not sufficiently implemented solid waste diversion programs identified in its planning documents. As part of the compliance order, the CIWMB ordered the City to enter into a local assistance plan (LAP) program. Although the City was out of compliance and eventually paid a fine in 2005, by 2007 the CIWMB ruled that the City of Arvin had satisfactorily met all of the conditions of its compliance order. The proposed project has incorporated the following policies, which states "Maintain solid waste collection and disposal services in accordance with California state standards" to ensure that the City is in compliance with federal, state, and local statutes and regulations related to solid waste.

XIX. Mandatory Findings of Significance

Does the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. <i>Have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community. Reduce the number of or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. <i>Have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. <i>Have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion

Item (a): Less Than Significant Impact. Refer to previous statements in Section IV (Biological Resources) and Section V (Cultural Resources).

Item (b): Less Than Significant Impact. As assessed in this Initial Study there are no impacts or less than significant impacts for all issues, and existing policies and planning practices of the City will ensure project and cumulative impacts will be assessed and addressed, as individual projects are introduced.

Item (c): Less Than Significant Impact. Previous sections reviewed the proposed Project's potential impacts related to aesthetics, agricultural resources, air quality, biological resources, cultural resources, geology and soils, GHG emissions, hazardous materials, hydrology and water, land use, mineral resources, noise, population and housing, public services, recreation, transportation/traffic, tribal resources and utilities. All impacts were determined to have no impacts or less than significant impacts, and therefore, as explained in these previous sections, implementation of the proposed Project will not result in significant impacts on the environment and on human beings.

**NOTICE OF PUBLIC HEARING
REZONE OF 190-030-48 LOCATED AT THE SOUTHWEST CORNER OF TEJON
HIGHWAY AND RICHARDSON ROAD**

NOTICE IS GIVEN that the Planning Commission of the City of Arvin will conduct a public hearing on the following on the date, time, and place set forth below:

Meeting Date: March 13, 2018

Time: 6:00 PM

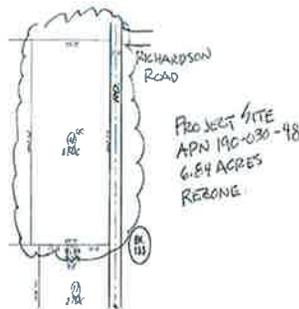
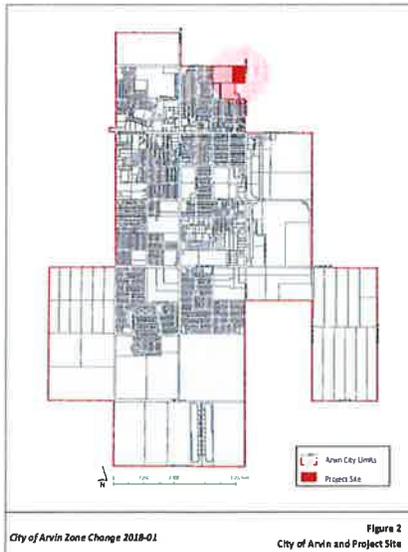
Place: City Hall Council Chambers, 200 Campus Drive, Arvin, CA 93203

Subject:

1. Recommendation of Adoption of a proposed Negative Declaration
2. Recommendation of Adoption of City of Arvin Zone Change 2018-01

The Planning Commission of the City of Arvin, California, will conduct a Public Hearing at which time you may be present and be heard, concerning recommendations to the City Council regarding the City of Arvin Zone Change 2018-01. The proposed project is the rezone of the 6.84 acre vacant parcel located at the southwest corner of Tejon Highway and Richardson Road (the easterly extension of Varsity Road). The Project proposes to change the zoning of the Project Site from R-3 (Limited Multiple-Family Dwelling to R-4 (Multiple-Family). The purpose of the Zone Change is to implement Housing Program 13(g) of the City's 2013-2023 Housing Element, which requires rezoning to accommodate the shortfall of 55 units of affordable housing identified in the previous Arvin 2008-2-13 Housing Element.

Description of the Project: The proposed project is the rezone of the 6.84 acre vacant parcel located at the southwest corner of Tejon Highway and Richardson Road (the easterly extension of Varsity Road). The Project proposes to change the zoning of the Project Site from R-3 (Limited Multiple-Family Dwelling to R-4 (Multiple-Family). The purpose of the Zone Change is to implement Housing Program 13(g) of the City's 2013-2023 Housing Element, which requires rezoning to accommodate the shortfall of 55 units of affordable housing identified in the previous Arvin 2008-2-13 Housing Element.



The Initial Study was completed in accordance with the City's Guidelines Implementing CEQA. The Initial Study was undertaken for the purpose of deciding whether or not the "project"- Zone Change 2018-01 may have a significant adverse effect on the environment. On the basis of this Initial Study, the City Staff has

concluded that the project will not have a significant effect on the environment, and has therefore prepared a Negative Declaration. The finding in the Initial Study reflect the independent judgment of the City.

A public review period was provided from February 21, 2018 and endo on March 12, 2018. The site was posted in four (4) locations providing notice in accordance with the CEQA guidelines. Copies of the Notice of Intent to adopt a Negative Declaration, Initial Study, the proposed Zone Change 2018-01 and other relevant documents are available for public inspection at the Arvin Community Development Department counter located at 141 Plumtree Drive and City Clerk Counter located at 200 Campus Drive, Arvin, California during regular business hours. Additional information may be obtained through the Arvin Community Development Department, or telephone Jake Raper at (661) 854-2822, or jraper@arvin.org.

The proposed modified Project is subject to the provisions of CEQA. If you challenge the approval or denial of this application in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission, at or prior to, the public hearing. Copies of the Notice of Intent to adopt a Negative Declaration, previously noticed, Initial Study, and the proposed Zone Change and other relevant documents are available for public inspection at the Arvin Community Development Department counter located at 141 Plumtree Drive and City Clerk Counter located at 200 Campus Drive, Arvin, California during regular business hours. Additional information may be obtained through the Arvin Community Development Department, or telephone Jake Raper at (661) 854-3134, or jraper@arvin.org.

Upon conclusion of the hearing, the Planning Commission may recommend that the City Council adopt a Negative Declaration for the proposed Zone Change 2018-01.

/s/
Cecilia Vela, Secretary to the Planning Commission
of the City of Arvin

/s/
Jake Raper, Planner

Published March 2, 2018, Bakersfield Californian

**NOTIFICACIÓN DE AUDIENCIA PÚBLICA
CAMBIO DE ZONIFICACIÓN DE 190-030-48 UBICADO EN LA ESQUINA SUDOESTE
DE TEJON HIGHWAY Y RICHARDSON ROAD**

POR LA PRESENTE SE DA NOTIFICACIÓN que la Comisión de Planificación de la ciudad de Arvin llevará a cabo una audiencia pública en la siguiente fecha, hora y lugar como se dispone a continuación:

Fecha de Reunión: 13 de marzo de 2018

Hora: 6:00 PM

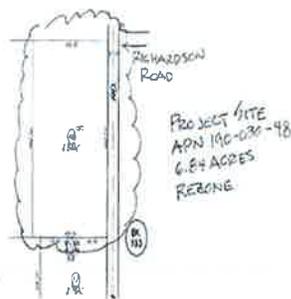
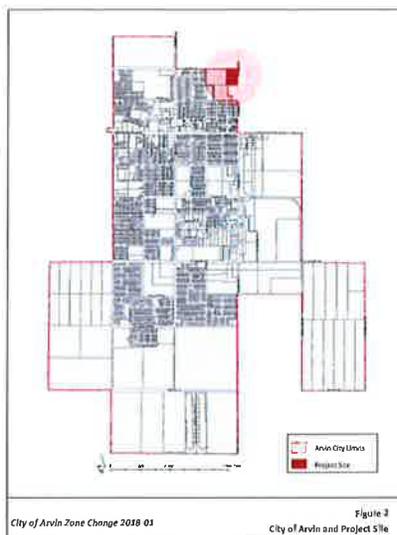
Lugar: Cámara del Concejo Municipal de Arvin, 200 Campus Drive, Arvin, CA 93203

Tema:

1. Recomendación de Aprobación de una Declaración Negativa propuesta
2. Recomendación de Aprobación de Cambio de Zona de la Ciudad de Arvin 2018-01

La Comisión de Planificación de la Ciudad de Arvin, California, llevará a cabo una Audiencia Pública en la que usted puede estar presente y ser escuchado, en relación con las recomendaciones al Concejo Municipal con respecto al Cambio de Zona 2018-01 de la ciudad de Arvin. El proyecto propuesto es el cambio de zonificación de la parcela vacante de 6,84 acres ubicada en la esquina sudoeste de Tejon Highway y Richardson Road (la extensión este de Varsity Road. El Proyecto propone cambiar la zonificación del Sitio del Proyecto de R-3 (Vivienda Multifamiliar Limitada a R-4 (Multifamiliar). El propósito del Cambio de Zona es implementar el Programa de Vivienda 13(g) del Elemento de Vivienda 2013-2023 de la Ciudad, que requiere un cambio de zonificación para acomodar el déficit de 55 unidades de vivienda asequibles identificadas en el anterior Elemento de Vivienda 2008-2-13 de Arvin.

Descripción del Proyecto: El proyecto propuesto es el cambio de zonificación de la parcela vacante de 6,84 acres ubicada en la esquina sudoeste de Tejon Highway y Richardson Road (la extensión este de Varsity Road. El Proyecto propone cambiar la zonificación del Sitio del Proyecto de R- 3 (Vivienda Multifamiliar Limitada a R-4 (Multifamiliar). El propósito del cambio de zona es implementar el Programa de Vivienda 13(g) del Elemento de Vivienda 2013-2023 de la Ciudad, que requiere un cambio de zonificación para acomodar el déficit de 55 unidades de vivienda asequible identificadas en el anterior Elemento de Vivienda 2008-2-13 de Arvin.



El Estudio Inicial se realizó de acuerdo con las Directrices de la Ciudad que Implementan a CEQA. El estudio inicial se llevó a cabo con el fin de decidir si el "proyecto" – Cambio de Zona 2018-01 puede tener un efecto adverso significativo en el medio ambiente. Sobre la base de este Estudio Inicial, el Personal de la

Ciudad ha llegado a la conclusión de que el proyecto no tendrá un efecto significativo en el medio ambiente y, por lo tanto, ha preparado una Declaración Negativa. La conclusión del Estudio Inicial refleja el juicio independiente de la Ciudad.

Se proporcionó un período de revisión pública a partir del 21 de febrero de 2018 y finalizó el 12 de marzo de 2018. El sitio se publicó en cuatro (4) lugares que brindan notificación de acuerdo con las directrices de CEQA. Copias de la Notificación de Intención de aprobar una Declaración Negativa, Estudio Inicial, el Cambio de Zona 2018-01 propuesto y otros documentos relevantes están disponibles para inspección pública en el mostrador del Departamento de Desarrollo Comunitario de Arvin ubicado en 141 Plumtree Drive y el Mostrador de la Secretaria Municipal ubicado en 200 Campus Drive, Arvin, California, durante las horas hábiles habituales. Se puede obtener información adicional a través del Departamento de Desarrollo Comunitario de Arvin, o llame a Jake Raper al (661) 854-2822 o jraper@arvin.org.

El Proyecto modificado propuesto está sujeto a las disposiciones de CEQA. Si usted impugna la aprobación o denegación de esta solicitud en los tribunales, usted puede estar limitado a plantear solo aquellos asuntos que usted u otra persona planteó en la audiencia pública descrita en esta notificación, o en correspondencia por escrito entregada a la Comisión de Planificación, en o antes de, la audiencia pública. Copias de la Notificación de Intención de aprobar una Declaración Negativa, previamente notificada, el Estudio Inicial y el Cambio de Zona propuesto y otros documentos pertinentes están disponibles para inspección pública en el mostrador del Departamento de Desarrollo Comunitario de Arvin ubicado en 141 Plumtree Drive y en el mostrador de la Secretaria Municipal ubicado en 200 Campus Drive, Arvin, California durante las horas hábiles habituales. Se puede obtener información adicional a través del Departamento de Desarrollo Comunitario de Arvin, o llame a Jake Raper al (661) 854-3134 o jraper@arvin.org.

Al finalizar la audiencia, la Comisión de Planificación puede recomendar que el Concejo Municipal apruebe una Declaración Negativa para el Cambio de Zona 2018-01 propuesto.

/s/ _____
Cecilia Vela, Secretaria de la Comisión de Planificación
de la Ciudad de Arvin

/s/ _____
Jake Raper, Planificador



**CITY OF ARVIN
Planning Commission**

Meeting Date: March 13, 2018

TO:	Arvin Planning Commission Members
FROM:	Jake Raper, City Planner
SUBJECT:	A Resolution Recommending the City Council of the City of Arvin Adopt Zone Change 2018-01 and Associated Negative Declaration.

RECOMMENDATION

Staff recommends that the Planning Commission of the City of Arvin (“Planning Commission”) approve the resolution recommending the City Council of the City of Arvin (“City Council”) adopt Zone Change 2018-01 and the associated environmental Negative Declaration.

BACKGROUND

In 2012, the City of Arvin (“City”) adopted Resolution No. 2012-46, which included an amendment to the General Plan to re-designate property located at the southwest corner of Tejon Highway and the easterly extension of Varsity Avenue from Low Density Residential to High Density Residential. In addition, subsequent to the adoption of Resolution No. 2012-46, the City adopted Ordinance No. 405 to rezone the same property from R-1 (Single-Family Residential, one unit per 6,000 square feet) to R-3 (Multi-Family Residential, one unit per 1,500 square feet). The City is now proposing to change the zoning (Zone Change 2018-01) of the same property from R-3 to R-4. The 6.8-acre subject property (APN 190-030-48) is located at the southwest corner of Tejon Highway and the easterly extension of Varsity Avenue in the northeastern portion of the City. This rezoning will not affect the General Plan land use designation because the R-4 zone is permitted in the High Density Residential designation.

The proposed Zone Change 2018-01 is in response to the January 29, 2018 letter from the State Department of Housing and Community Development (HCD) regarding the City’s proposed 2013-2023 Housing Element Amendment which is also being presented to the Planning Commission tonight as a separate action. The letter from HCD indicated that the Draft Housing Element Amendment would meet the statutory requirement under State law and would be certified upon completion of Housing Element Amendment Program 13(g) which proposes to rezone the subject property to R-4 in order to accommodate the shortfall of 55 units carried over from the previous fourth-cycle planning period. This action will amend the Arvin Zoning Map to reflect the rezoning from R-3 to R-4.

SUMMARY OF ACTION

The City of Arvin is proposing a change to the zoning designations on the City's Zoning Map for a single property (APN 190-030-48) that is located at the southwest corner of Tejon Highway and the easterly extension of Varsity Avenue from R-3 to R-4.

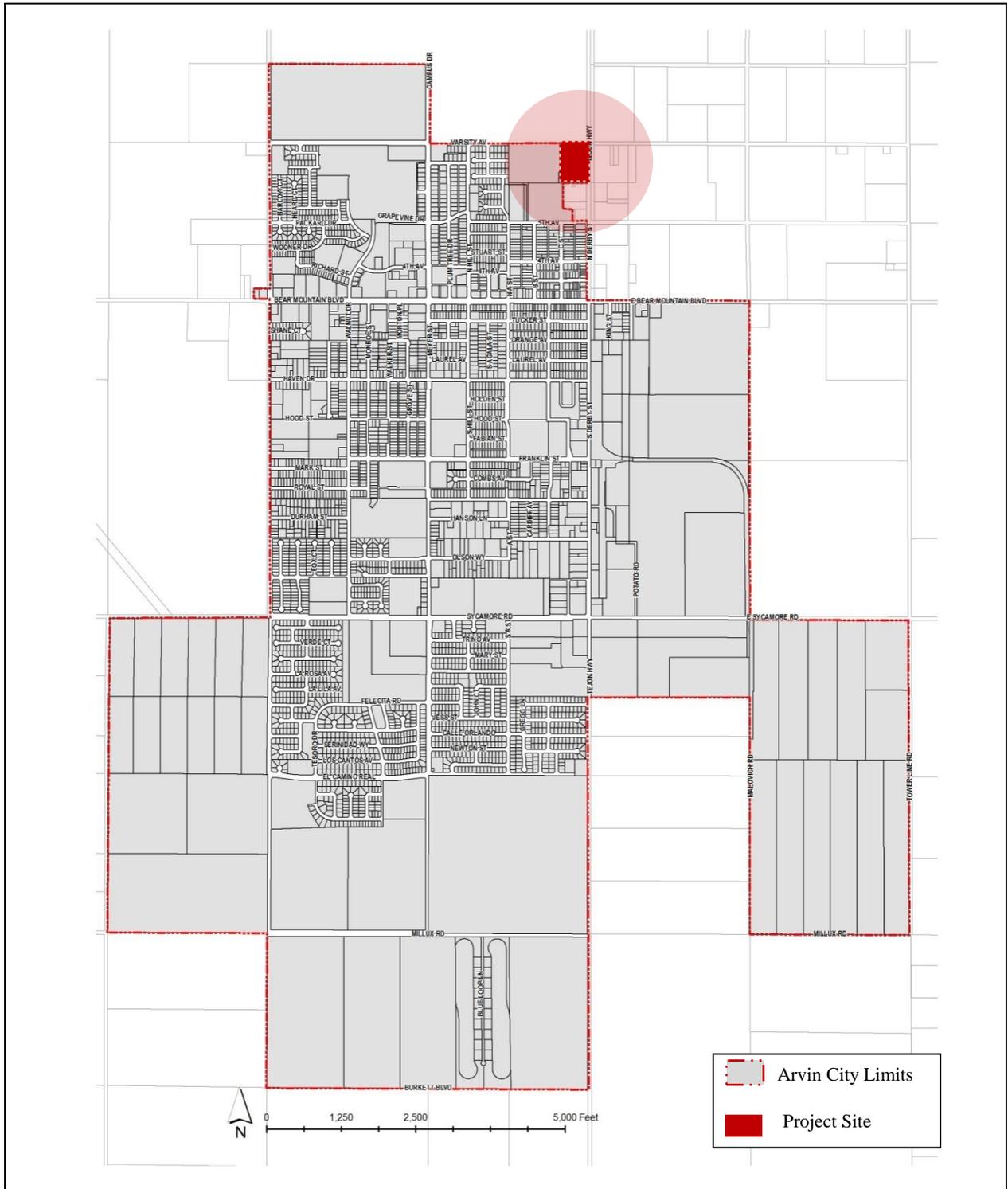


Figure 1
City of Arvin and Project Site



Figure 2
Aerial of Project Site



Figure 3
View of Project Site from Tejon Highway

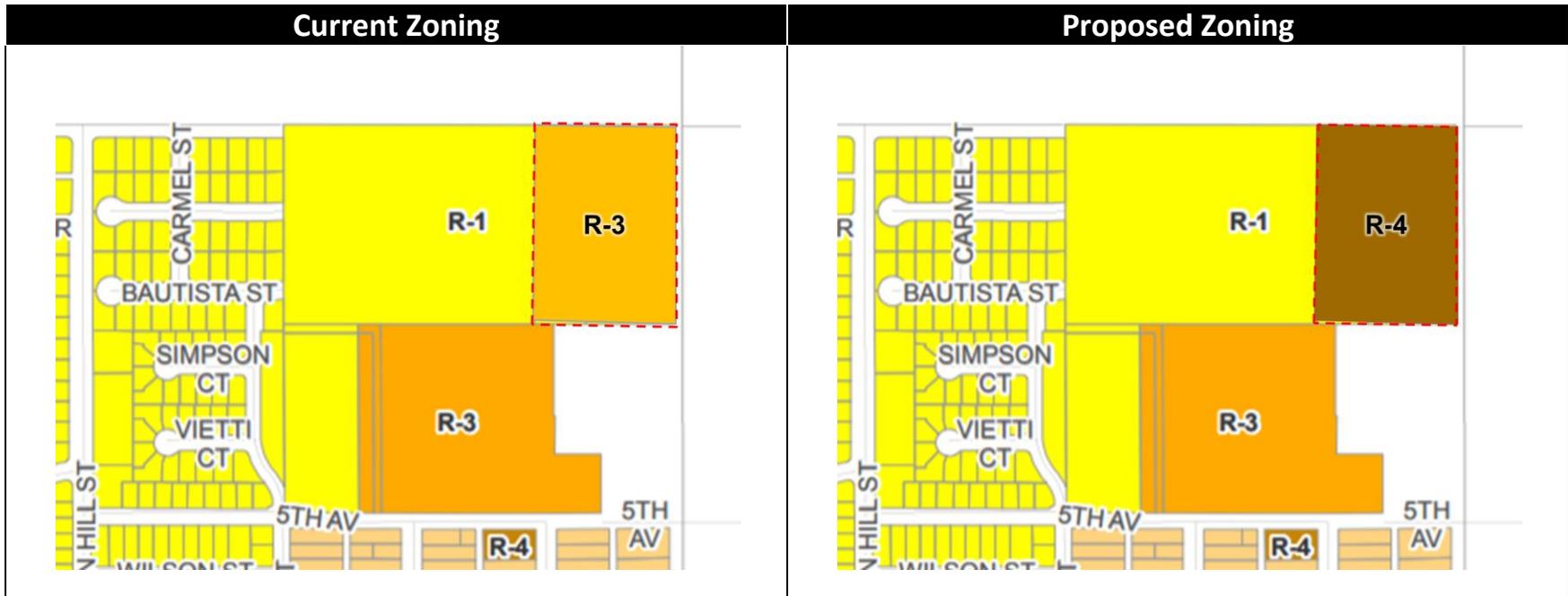


Figure 4
Proposed Zone Change from R-3 to R-4

ENVIRONMENTAL REVIEW

As part of the adoption process, the California Environmental Quality Act (CEQA) requires an environmental assessment of Zone Change 2018-01. The environmental Initial Study was completed in accordance with the City's Guidelines for implementing CEQA. The City has determined that there will not be any significant impacts related to the Zone Change 2018-01. Therefore a Negative Declaration has been prepared and circulated for a 20-day public review. (The Notice of Intent and the Initial Study are available for review at the at the Arvin Planning Department).

PUBLIC NOTICE

Notice of public hearing on the proposed Zone Change 2018-01 was sent on March 01, 2018 to property owners within a 300-foot radius of the subject property where the zoning will change pursuant to this action and was published in the Bakersfield Californian on March 02, 2018.

RESOLUTION NO. _____

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ARVIN
RECOMMENDING THE CITY COUNCIL OF THE CITY OF ARVIN ADOPT
ZONE CHANGE 2018-01 AND ASSOCIATED NEGATIVE DECLARATION**

WHEREAS, on December 4, 2012 the City adopted Ordinance No. 405 which rezoned the subject property (APN 190-030-48) located at the southwest corner of Tejon Highway and the easterly extension of Varsity Avenue from R-1 to R-3; and,

WHEREAS, on April 21, 2016 the City adopted Resolution 2016-14 to adopt the City of Arvin 2013-2023 Housing Element which included policies and programs addressing the City's housing needs; and,

WHEREAS, the City has been in the process of amending the City of Arvin 2013-2023 Housing Element ("Housing Element Amendment") to comply with State law and to received State certification of the Housing Element Amendment; and,

WHEREAS, on January 29, 2018 the State Department of Housing and Community Development (HCD) sent a conditional certification letter indicating that the Draft Housing Element Amendment would meet the statutory requirement under State law and would be certified upon completion of the housing program to rezone a 6.8-acre parcel to R-4 in order to accommodate the shortfall of 55 units carried over from the fourth-cycle planning period, and upon adoption and resubmission of the Draft Housing Element Amendment; and,

WHEREAS, the City has conducted bilingual public workshops on March 7, 2017 on the Draft Housing Element Amendment and the proposed rezoning of the subject property (Zone Change 2018-01), and,

WHEREAS, an environmental Initial Study and a Notice of Intent to Adopt a Negative Declaration were prepared by the City, as lead agency, in accordance with the requirements of the California Environmental Quality Act ("CEQA"), the State CEQA Guidelines and the City CEQA Guidelines, and sent to all responsible and trustee agencies and posted in the Office of the County Clerk; and,

WHEREAS, copies of the CEQA documents were made available for public inspection at the office of the City of Arvin Planning Department, 141 Plumtree Drive, Arvin, California and on the City's website; and,

WHEREAS, during the 20-day public review period of the Initial Study and Notice of Intent, the City received [REDACTED] comment letters; and,

WHEREAS, notice of public hearing on the proposed Zone Change 2018-01 was sent to property owners within a 300-foot radius of the subject property and was published in the Bakersfield Californian.

NOW, THEREFORE, the Planning Commission of the City of Arvin (the “Planning Commission”) hereby finds, determines, resolves and orders as follows:

Section 1. The Planning Commission finds that public necessity, convenience, general welfare, or good zoning practices justify adoptions of Zone Change 2018-1. Specifically, the change is consistent with the General Plan goals and policies, any operative plan, or adopted policy. The change is also consistent with the purpose of the Development Code to promote the growth of the city in an orderly and sustainable manner, and to promote and protect the public health, safety, peace, comfort, and general welfare. The change is also necessary for good zoning practices to achieve the balance of land uses desired by the City and to provide sites for needed housing, consistent with the General Plan any applicable operative plan, or adopted policy.

Section 2. The Planning Commission recommends the City Council of the City of Arvin adopt Zone Change 2018-01 and the associated environmental Negative Declaration.

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the Planning Commission of the City of Arvin at a regular meeting thereof held on the 13th day of March, 2018 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST

CECILIA VELA, Secretary

ARVIN PLANNING COMMISSION

By: _____
OLIVIA TRUJILLO, Chair

APPROVED AS TO FORM:

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

I, _____, Secretary of the Planning Commission 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 Planning Commission of the City of Arvin on the date and by the vote indicated herein.

CIUDAD DE ARVIN
NOTIFICACIÓN DE AUDIENCIA PÚBLICA
CAMBIO DE ZONIFICACIÓN DE 190-030-48 UBICADO EN LA ESQUINA SUDOESTE DE
TEJON HIGHWAY Y RICHARDSON ROAD (LA EXTENSIÓN DEL ESTE DE VARSITY
AVENUE)

POR LA PRESENTE SE DA NOTIFICACIÓN que el Concejo Municipal de la Ciudad de Arvin llevará a cabo una audiencia pública en la siguiente fecha, hora y lugar como se dispone a continuación:

Fecha de Reunión: 27 de marzo de 2018

Hora: 6:00 PM

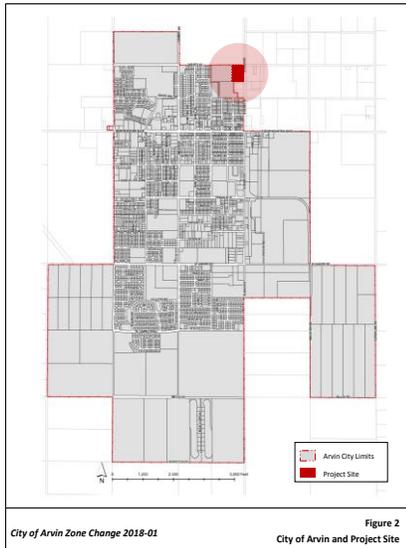
Lugar: Cámara del Concejo Municipal de Arvin, 200 Campus Drive, Arvin, CA 93203

Tema:

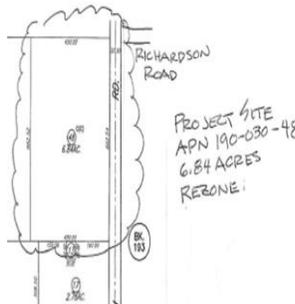
1. Aprobación de una Declaración Negativa propuesta de conformidad con la Ley de Calidad Ambiental de California (“CEQA”, por sus siglas en inglés)
2. Considerar La Aprobación De Una Ordenanza Del Concejo Municipal De La Ciudad De Arvin, Aprobación De La Solicitud De Cambio De Zona No. 2018-01, Modificación Del Mapa De Zonificación De La Ciudad De Arvin De Una Parcela Que Comprende 6,84 Acres De R-3 (Vivienda Multifamiliar Limitada) A R-4 (Multifamiliar) Ubicada En El Número De Parcela Del Asesor (Apn 190-030-48) Ubicada En La Esquina Suroeste De Tejon Highway Y Richardson Road (La Extensión Del Este De Varsity Avenue) Y Aprobación De Declaración Negativa Para El Proyecto Propuesto.

El Concejo Municipal de la Ciudad de Arvin, California, llevará a cabo una audiencia pública en la que usted puede estar presente y ser escuchado, con respecto al Cambio de Zona 2018-01. El Proyecto propuesto es el cambio de zonificación de la parcela vacante de 6,84 acres ubicada en la esquina sudoeste de Tejon Highway y Richardson Road (la extensión del este de Varsity Avenue). El Proyecto propone cambiar la zonificación del Sitio del Proyecto de R-3 (Vivienda Multifamiliar Limitada) a R-4 (Multifamiliar). El propósito del Cambio de Zona es implementar el Programa de Vivienda 13(g) de la Enmienda del Elemento de Vivienda 2013-2023 de la Ciudad, que requiere un cambio de zonificación para acomodar el déficit de 55 unidades de vivienda asequibles identificadas en el anterior Elemento de Vivienda 2008-2013 de Arvin.

El Estudio Inicial se realizó de acuerdo con las Directrices de la Ciudad que Implementan a CEQA. El estudio inicial se llevó a cabo con el fin de decidir si el “proyecto” - Cambio de Zona 2018-01 - puede tener un efecto adverso significativo en el medio ambiente. Sobre la base de este Estudio Inicial, el



Personal de la Ciudad ha llegado a la conclusión de que el proyecto no tendrá un efecto significativo en el medio ambiente y, por lo tanto, ha preparado una Declaración Negativa. La conclusión del Estudio Inicial refleja el juicio independiente de la Ciudad.



Se proporcionó un período de revisión pública a partir del 21 de febrero de 2018 y finalizó el 12 de marzo de 2018. El sitio se publicó en cuatro (4) lugares que brindan notificación de acuerdo con las directrices de CEQA. Copias de la Notificación de Intención de aprobar una Declaración Negativa, el Estudio Inicial, el Cambio de Zona 2018-01 propuesto y otros documentos

pertinentes están disponibles para inspección pública en el mostrador del Departamento de Desarrollo Comunitario de Arvin ubicado en 141

Plumtree Drive y el mostrador de la Secretaria Municipal ubicado en 200 Campus Drive, Arvin, California, durante las horas hábiles habituales. Se puede obtener información adicional a través del Departamento de Desarrollo Comunitario de Arvin, o llame a Jake Raper al (661) 854-2822 o jraper@arvin.org. Además, la ordenanza plena y completa – Cambio de Zona 2018-01 está disponible en el sitio web de la Ciudad de Arvin www.arvin.org.

Si usted impugna la aprobación o denegación de esta solicitud en los tribunales, usted puede estar limitado a plantear solo aquellos asuntos que usted u otra persona planteó en la audiencia pública descrita en esta notificación, o en correspondencia por escrito entregada al Concejo Municipal, en o antes de, la audiencia pública.

Al concluir la audiencia, el Concejo Municipal puede aprobar una Declaración Negativa para el Cambio de Zona 2018-01 propuesto y puede introducir la ordenanza para su aprobación en una reunión futura del Concejo Municipal.

/s/

Cecilia Vela, Secretaria Municipal
de la Ciudad de Arvin

/s/

Jake Raper, Planificador

**CITY OF ARVIN
 NOTICE OF PUBLIC HEARING
 REZONE OF 190-030-48 LOCATED AT THE SOUTHWEST CORNER OF TEJON
 HIGHWAY AND RICHARDSON ROAD (THE EASTERLY EXTENSION OF VARSITY
 AVENUE)**

NOTICE IS GIVEN that the City Council of the City of Arvin will conduct a public hearing at a special meeting on the following on the date, time, and place set forth below:

Meeting Date: March 27, 2018

Time: 6:00 PM

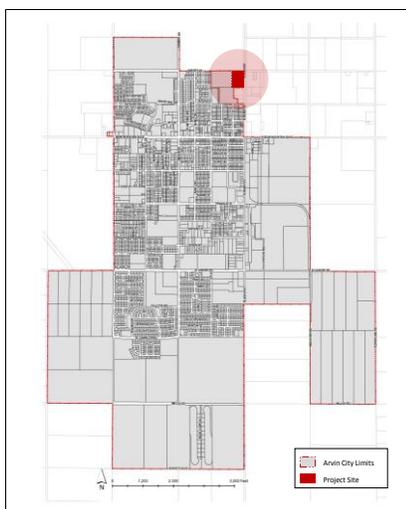
Place: City Hall Council Chambers, 200 Campus Drive, Arvin, CA 93203

Subject:

1. Adoption of a proposed Negative Declaration pursuant to the California Environmental Quality Act (“CEQA”)
2. Consider Adoption of An Ordinance Of The City Council Of The City Of Arvin, Approving Zone Change Application No. 2018-01, Amending City Of Arvin Zoning Map On One Parcel Comprising Of 6.84 Acres From R-3 (Limited Multiple-Family Dwelling) To R-4 (Multiple-Family) Located On Assessor Parcel Number (Apn 190-030-48) Located At The Southwest Corner Of Tejon Highway And Richardson Road (The Easterly Extension Of Varsity Avenue) And Adoption Of Negative Declaration For The Proposed Project.

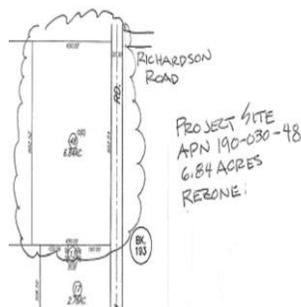
The City Council of the City of Arvin, California, will conduct a public hearing at which time you may be present and be heard, concerning Zone Change 2018-01. The proposed Project is the rezone of the 6.84-acre vacant parcel located at the southwest corner of Tejon Highway and Richardson Road (the easterly extension of Varsity Avenue). The Project proposes to change the zoning of the Project Site from R-3 (Limited Multiple-Family Dwelling) to R-4 (Multiple-Family). The purpose of the Zone Change is to implement Housing Program 13(g) of the City’s 2013-2023 Housing Element Amendment, which requires rezoning to accommodate the shortfall of 55 units of affordable housing identified in the previous Arvin 2008-2013 Housing Element.

The Initial Study was completed in accordance with the City’s Guidelines Implementing CEQA. The Initial Study was undertaken for the purpose of deciding whether or not the “project”- Zone Change 2018-01 - may have a significant adverse effect on the environment. On the basis of this Initial Study, the City Staff has concluded that the project will not have a significant effect on the environment, and has therefore prepared a Negative Declaration. The finding in the Initial Study reflect the independent judgment of the City.



City of Arvin Zone Change 2018-01
 Figure 2
 City of Arvin and Project Site

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 from
 in



public review period was provided February 21, 2018 and ended on March 12, 2018. The site was posted four (4) locations providing notice in accordance with the CEQA guidelines. Copies of the Notice of Intent to adopt a Negative Declaration, Initial Study, the proposed Zone Change 2018-01 and

other relevant documents are available for public inspection at the Arvin Community Development Department counter located at 141

Plumtree Drive and City Clerk Counter located at 200 Campus Drive, Arvin, California during regular business hours. Additional information may be obtained through the Arvin Community Development Department, or telephone Jake Raper at (661) 854-2822, or jraper@arvin.org. In addition, the full and complete ordinance – Zone Change 2018-01 is available on the City of Arvin’s web site www.arvin.org.

If you challenge the approval or denial of this application in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council, at or prior to, the public hearing.

Upon conclusion of the hearing, the City Council may adopt the Negative Declaration for the proposed Zone Change 2018-01 and may introduce the ordinance for adoption at a future City Council meeting.

/s/ _____
Cecilia Vela, City Clerk
of the City of Arvin

/s/ _____
Jake Raper, Planner

Published March 15, 2018, Bakersfield Californian

MAR 06 2018

Jake Raper
City of Arvin
Planning Department
141 Plumtree Drive
Arvin, CA, 93203

Project: City of Arvin Zone Change 2018-01

District CEQA Reference No: 20180217

Dear Mr. Raper:

The San Joaquin Valley Unified Air Pollution Control District (District) has reviewed the project referenced above consisting of a change in zoning from R-3 (Limited Multiple-Family Dwelling) to R-4 (Multiple-Family). The purpose of the zoning change is to accommodate for a shortfall of 55 units of affordable housing. The rezone of the land will not have an impact on air quality. However, if approved, future development will contribute to the overall decline in air quality due to construction activities, increased traffic, and ongoing operational emissions. The District offers the following comments:

1. Future development may require further environmental review and mitigation. Referral documents for those projects should include a project summary detailing, at a minimum, the land use designation, project size, and proximity to sensitive receptors and existing emission sources.
2. Individual development projects would be subject to District Rule 9510 (Indirect Source Review) if upon full build-out the project would include or exceed any one of the following:
 - 50 dwelling units
 - 2,000 square feet of commercial space;
 - 25,000 square feet of light industrial space;
 - 100,000 square feet of heavy industrial space;
 - 20,000 square feet of medical office space;
 - 39,000 square feet of general office space; or
 - 9,000 square feet of educational space; or
 - 10,000 square feet of government space; or
 - 20,000 square feet of recreational space; or
 - 9,000 square feet of space not identified above

Seyed Sadredin
Executive Director/Air Pollution Control Officer

Northern Region
4800 Enterprise Way
Modesto, CA 95356-8718
Tel: (209) 557-6400 FAX: (209) 557-6475

Central Region (Main Office)
1990 E. Gettysburg Avenue
Fresno, CA 93726-0244
Tel: (559) 230-6000 FAX: (559) 230-6061
www.valleyair.org www.healthyairliving.com

Southern Region
34946 Flyover Court
Bakersfield, CA 93308-9725
Tel: 661-392-5500 FAX: 661-392-5585

10F3

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN
CONFIRMING AND ORDERING THE ANNUAL LEVY OF ASSESSMENTS
FOR FISCAL YEAR 2018-19 FOR LANDSCAPING AND LIGHTING
MAINTENANCE DISTRICT NO. 1.**

WHEREAS, on March 6th, 2018, 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”), the City Council of the City of Arvin did declare its intention to review, levy and collect the annual assessment for Landscaping and Lighting Maintenance District No. 1 of the City of Arvin (“District”) for fiscal year 2018-19; and

WHEREAS, assessments levied within the District provided revenue for the purpose of financing the installation, construction, and maintenance of certain public projects eligible under the Act, including without limitation the operation, maintenance, and servicing of public streets and sidewalks, landscaping, irrigation systems, and other appurtenant facilities; and

WHEREAS, said Council did declare its intention to levy and collect the annual assessment for the maintenance and operation of the landscaping facilities in said District; and

WHEREAS, on March 6th, 2018, pursuant to the provisions of the Act, the City Council initiated proceedings by Resolution No. 2018-10 for the levy and collection of assessments against the assessable lots and parcels of land in the District for Fiscal Year 2018-19 and directed the City Engineer, to prepare and file a written report in accordance with Article 4 (commencing with Section 22565) of Chapter 1 of the Act; and

WHEREAS, in accordance with Article 4 of Chapter 1 of the Act, the Engineer prepared and filed such report (the “Engineer’s Report”) with the City Clerk, and the City Clerk has presented the Engineer’s Report to the City Council; and

WHEREAS, on March 20th, 2018, the City Council adopted Resolution No. 2018-21 approving the Engineer’s Report, which calculated the annual assessments for the parcels in said District, as filed pursuant to Section 22623 of the Act, and

WHEREAS, on March 20th, 2018, the City Council adopted Resolution No. 2018-22 which set the time and place for a Public Hearing, and

WHEREAS, the public notice of the Resolution of Intention and the Public Hearing scheduled for April 3rd, 2018, was duly published on March 23rd, 2018.

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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 hereby (1) finds that the public interest and convenience requires and (2) declares its intention to order the levy of and to collect assessments against the assessable lots and parcels of property within an existing assessment district designated "Landscaping and Lighting Maintenance District No. 1 of the City of Arvin" (the "District") pursuant to the provisions of the Act, for the fiscal year commencing July 1, 2017 and ending June 30, 2018, to pay for the costs and expenses of the improvements described in the Report.

Section 3. That the City Council hereby determines that the territory within the District, whose boundaries are set forth in the Report, on file with the City Clerk of the City of Arvin, will be the territory benefited by the maintenance and servicing of the improvements described in said Report.

Section 4. That the hearing on said annual levy of assessment was held in accordance with law and all persons desiring to speak were heard.

Section 5. That the Report, the diagram for the assessment district and the assessment of the estimated costs of the improvements contained therewith and each and every part of said Report, is adopted and approved, and that the assessment of the total amount of the costs and the individual assessments thereof upon the several subdivisions of lane expenses, respectively, from said improvements, and of the expenses incidental thereto, be and the same hereby is finally approved and confirmed as the assessment to pay the costs. The assessment for fiscal year 2018-19 is proposed to increase from the previous year by an amount equal to the Consumer Price Index (CPI) of 3.6%, which was the CPI in 2017 as described in Exhibit D of the Engineer's Report.

Section 6. The Council hereby orders the levy of the assessments described in said Resolution of Intention and the Report.

Section 7. That the assessment diagram showing the assessment district referred to in said Resolution of Intention, and also the subdivision of land within the District, as contained in said Report, be and it is hereby finally approved and confirmed as the diagram of the properties to be assessed to pay the costs of the improvements.

Section 8. The City Clerk shall file the diagram and assessment, as confirmed or certified copy thereof, with the Kern County Auditor-Controller no later than August 1st, 2018.

Section 9. Based upon a review by the City Clerk, City Engineer and City Attorney for the City of Arvin, it has been determined that the District's annual CPI assessment of 3.6% as is described in this Resolution is exempted from the requirements of Article XIII Section "D" of the California Constitution (Proposition 218).

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Arvin at a regular meeting thereof held on the 03rd day of April, 2018 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST

CECILIA VELA, City Clerk

CITY OF ARVIN

By: _____
JOSE GURROLA, JR., 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.