



**SPECIAL MEETING  
ARVIN PLANNING COMMISSION**

**WEDNESDAY APRIL 04, 2018 6:00p.m.  
CITY HALL COUNCIL CHAMBERS  
200 CAMPUS DRIVE, ARVIN**

**CALL TO ORDER**

Chair Olivia Trujillo

**PLEDGE OF ALLEGIANCE**

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<b>ROLL CALL:</b>	Olivia Trujillo	Chairperson
	Janett Zavala	Vice Chairperson
	Yesenia Martinez	Planning Commissioner
	Miguel Rivera	Planning Commissioner
	Gerardo Tinoco	Planning Commissioner

<b>STAFF:</b>	Jake Raper	City Planner
	Shannon L. Chaffin	City Attorney – Aleshire & Wynder
	Cecilia Vela	Secretary

## **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.

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### **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: PC Tinoco \_\_\_\_\_ PC Rivera \_\_\_\_\_ PC Martinez \_\_\_\_\_ VC Zavala \_\_\_\_\_ Chair Trujillo \_\_\_\_\_

**2. PUBLIC COMMENTS**

*This portion of the agenda is reserved for persons wishing to address the Planning Commission. At regularly scheduled meetings, members of the public may address the Planning Commission on any matter that is not listed for review on the agenda. At special or emergency meetings, members of the public may only address the Planning Commission on matters that are listed for review on the agenda. Individuals must give their name and limit their comments to two minutes. Issues raised during Public Comments are informational only and the Planning Commission cannot take action at this time. All comments shall be directed towards the Chairperson and not to individual Commissioners or staff.*

**3. CONSENT AGENDA ITEM(S)**

**A. Approval of the Minutes of the Regular Meeting of March 13, 2018.**

Staff recommends approval of the Minutes of the Regular Meeting of March 13, 2018.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

Roll Call: PC Tinoco \_\_\_\_\_ PC Rivera \_\_\_\_\_ PC Martinez \_\_\_\_\_ VC Zavala \_\_\_\_\_ Chair Trujillo \_\_\_\_\_

**4. PUBLIC HEARING(S)**

**A. Consideration and Approval of A Resolution of the Planning Commission of the City of Arvin Recommending the City Council Approve the Uncodified Ordinance for Third Amendment By and Between Westminster Capital, Inc. and the City of Arvin of the Development Agreement Between Sycamore Villas, LLC, and the City of Arvin, Concerning Tract 5816, Recorded on July 3, 2002 As Amended. (City Planner)**

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

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

Roll Call: PC Tinoco \_\_\_\_\_ PC Rivera \_\_\_\_\_ PC Martinez \_\_\_\_\_ VC Zavala \_\_\_\_\_ Chair Trujillo \_\_\_\_\_

**5. REPORTS FROM STAFF**

## 6. PLANNING COMMISSIONER COMMENTS

## 7. ADJOURNMENT

I hereby certify, under penalty of perjury, under the laws of the State of California that the foregoing agenda was posted on the City Hall Bulletin Board, not less than 24 hours prior to the meeting. Dated: April 03, 2018.

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

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Cecilia Vela, Secretary

**REGULAR MEETING MINUTES  
ARVIN PLANNING COMMISSION**

**MARCH 13, 2018**

**CALL TO ORDER @ 6:00PM**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL: All present.**

**1. Approval of Agenda As To Form.**

**Motion to approve the Agenda.**

Motion VC Zavala

Second PC Tinoco

Vote 5-0

**2. PUBLIC COMMENTS**

*This portion of the agenda is reserved for persons wishing to address the Planning Commission. At regularly scheduled meetings, members of the public may address the Planning Commission on any matter that is not listed for review on the agenda. At special or emergency meetings, members of the public may only address the Planning Commission on matters that are listed for review on the agenda. Individuals must give their name and limit their comments to two minutes. Issues raised during Public Comments are informational only and the Planning Commission cannot take action at this time. All comments shall be directed towards the Chairperson and not to individual Commissioners or staff.*

**NONE**

**3. CONSENT AGENDA ITEM(S)**

**A. Approval of the Minutes of the Regular Meeting of December 12, 2017.**

Staff recommends approval of the Minutes of the Regular Meeting of December 12, 2017.

**Motion to approve Minutes of the Regular Meeting of December 12, 2017.**

Motion PC Rivera

Second VC Zavala

Vote 5-0

**4. PUBLIC HEARING(S)**

**A. Public Hearing to Consider and Approve 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.**

Staff recommends opening the hearing; allowing for public testimony; closing the hearing and approving the Resolution.

During the 20-day public review period of the Initial Study and Notice of Intent, the City received one comment letter submitted by the San Joaquin Air Pollution Control District dated March 6, 2018.

Hearing opened.

Testimony received from the public: Leadership Counsel for Justice and Accountability recommended not to adopt the Resolution pointing out their concerns and potential hazards to the public.

Hearing closed.

**Motion to approve the Resolution.**

Motion VC Zavala

Second PC Tinoco

Vote 4-1 (PC Martinez voted No.)

**Resolution No. APC 2018-01**

- B. Public Hearing to Consider and Approve A Resolution of the Planning Commission of the City of Arvin Recommending the City Council of the City of Arvin Amend the General Plan by Adopting the City of Arvin 2013-2023 Housing Element Amendment and Associated Negative Declaration.

Staff recommends opening the hearing; allowing for public testimony; closing the hearing and approving the Resolution.

Hearing opened.

During the 20-day public review period of the Initial Study and Notice of Intent, the City received one comment letter submitted by the Arvin-Edison Water Storage District dated March 2, 2018.

Testimony received from the public: Arvin residents Franciso Gonzalez and Elizabeth Martinez spoke against approving the Resolution. Representatives from the Leadership Counsel for Justice and Accountability; Center on Race, Poverty & the Environment (CRPE); and Organizacion en California de Lideres Campesinas, Inc. recommended not to adopt the Resolution pointing out their concerns and potential hazards to the public.

Hearing closed.

**Motion to approve the Resolution.**

Motion PC Rivera  
voted No.)

Second VC Zavala

Vote 3-2 (PC Martinez and Chair Trujillo

**Resolution No. APC 2018-02**

## 5. REPORTS FROM STAFF

## 6. PLANNING COMMISSIONER COMMENTS

## 7. ADJOURNED @ 7:50PM

Respectfully submitted,

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Cecilia Vela, Secretary



**CITY OF ARVIN  
Planning Commission**

**Special Meeting Date: April 4, 2018**

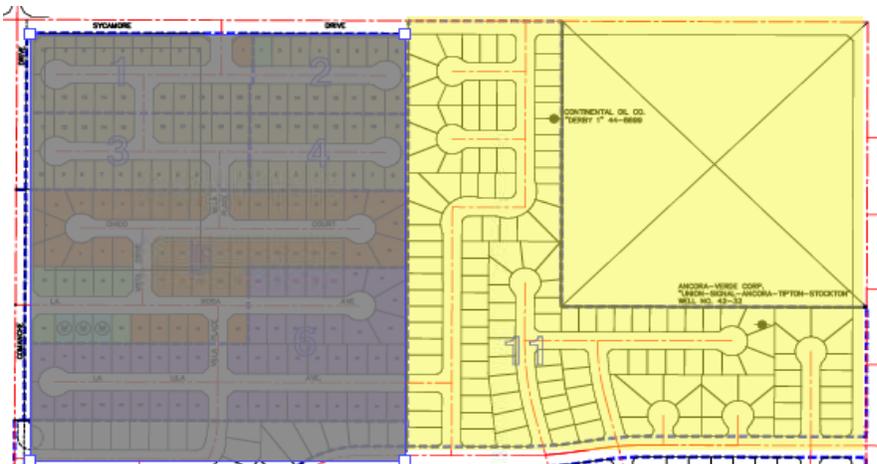
**TO:** Arvin Planning Commission Members  
**FROM:** R. Jerry Breckinridge, Police Chief and Interim City Manager  
Shannon Chaffin, City Attorney  
**SUBJECT:** Resolution of the Arvin Planning Commission recommending the City Council i.) Approve the Uncodified Ordinance for Third Amendment by and between Westminster Capital, Inc., and the City of Arvin of the Development Agreement between Sycamore Villas, LLC, and the City of Arvin, concerning Tract 5816, recorded on July 3, 2003 as amended and ii.) accept the Notice of Exemption as the appropriate environmental document.

**RECOMMENDATION:**

Staff recommends that the Planning Commission of the City of Arvin (“Planning Commission”) adopt the attached Resolution of the Arvin Planning Commission recommending the City Council i.) Approve the Uncodified Ordinance for Third Amendment by and between Westminster Capital, Inc., and the City of Arvin of the Development Agreement between Sycamore Villas, LLC, and the City of Arvin, concerning Tract 5816, recorded on July 3, 2003 as amended and ii.) accept the Notice of Exemption as the appropriate environmental document.

**BACKGROUND:**

The City of Arvin previously entered into a Development Agreement with Sycamore Villas, LLC, in July 3, 2003. The Development Agreement was amended, and Westminster Capital,



Inc. (“Developer”) subsequently acquired Sycamore Villa LLC’s remaining portion of the property subject to the Development Agreement. The remaining portion of the property includes the areas referred to as Phase 11 consisting of APN 189-350-36 – 8.53 acres; APN 189-350-37 – 10.67 acres APN 189-350-58 – 21.33 acres, and APN

189-350-67 – 3.40 acres. A total of 44 +/- Acres. The property is located in the southwest portion of the city, and depiction of the location of the property is shown herein.

With a new property in place, City Staff and the Developer assessed the project and its requirements. As a result, the Developer requested an amendment to the Development agreement related to its property (“Third Amendment”). The proposed Third amendment would:

- Confirm the fee of \$2,300.00 per single family lot as was previously approved and set by prior amendments to the Development Agreement.
- Provide for mutual release of all past claims related to the property, and acknowledgement the City and Developer are not currently in default of the Development Agreement as amended.
- Extends the Development Agreement to the year 2026.
- Require the Developer to comply with its Annual Review and other requires of the Development Agreement as amended.

The proposed Third Amendment complies with the policies of the City’s General Plan and is consistent with all applicable provisions of the General Plan. The proposed Third Amendment also complies with the requirements of California Government Code Sections 65865 through 65869.5. Staff have reviewed the Third Amendment, and found it will not be detrimental, or cause adverse effects, to the adjacent property owners, residents, or the general public, since the project will be substantially constructed in accordance with the plans and entitlements that were approved previously by the City, and development of any future phases will be subject to further review and consistency with the Development Agreement as amended. Finally, the proposed Third Amendment does not alter the clear and substantial benefit to the residents of the City of the project, since the proposed amendment makes not substantive changes to the project or to the Development Agreement.

#### **ENVIRONMENTAL DETERMINATION:**

The City has environmentally assessed the Third Amendment, and determined that there is not possibility that the Third Amendment may have a significant physical effect on the environment, and is not subject to the California Environmental Quality Act (“CEQA”).

The Third Amendment is exempt from CEQA pursuant to CEQA Guidelines section 15061(b)(3) in that it can be seen with certainty that there is no possibility that the Third Amendment will have a significant, adverse, physical effect on the environment as the Third Amendment does not modify any physical aspect of the previously approved project, and merely affirms the party’s status under the previously adopted Development Agreement as amended.

#### **ATTACHMENT(S)/EXHIBIT(S):**

**Attachment 1** Resolution of the Arvin Planning Commission recommending the City Council Approve i.) the Uncodified Ordinance for Third Amendment by and between Westminster Capital, Inc., and the City of Arvin of the Development Agreement between Sycamore Villas, LLC, and the City of Arvin, concerning Tract 5816, recorded on July 3, 2003 as amended and ii.) accept the Notice of Exemption as the appropriate environmental document.

**Attachment 2.** Notice of Exemption – Third Development Agreement amendment – Westminster Capital Inc. and City of Arvin.

**Attachment 3:** Planning Commission Public Hearing Notice

**Exhibit A:** Uncodified Ordinance for Third Amendment by and between Westminster Capital, Inc., and the City of Arvin of the Development Agreement between Sycamore Villas, LLC, and the City of Arvin, concerning Tract 5816, recorded on July 3, 2003 as amended

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE ARVIN PLANNING COMMISSION  
RECOMMENDING THE CITY COUNCIL APPROVE THE  
UNCODIFIED ORDINANCE FOR THIRD AMENDMENT BY AND  
BETWEEN WESTMINSTER CAPITAL, INC. AND THE CITY OF ARVIN  
OF THE DEVELOPMENT AGREEMENT BETWEEN SYCAMORE  
VILLAS, LLC, AND THE CITY OF ARVIN, CONCERNING TRACT 5816,  
RECORDED ON JULY 3, 2003 AS AMENDED**

**WHEREAS**, California Government Code Section 65864 *et seq.* authorizes cities to enter into development agreements with private property owners; and

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

**WHEREAS**, under the Development Agreement, Sycamore Villas, LLC had the right to sell, assign or transfer the Development Agreement, and all of its rights, duties and obligation thereunder, to any person, including a portion thereof; and

**WHEREAS**, Sycamore Villas, LLC, sold a portion of the property subject to the Development Agreement to K. Hovnanian at Ceilo, LLC, and transferred its obligations and rights to K. Hovnanian at Ceilo, LLC, thereunder, and K. Hovnanian at Ceilo, LLC, is a successor in interest to that portion of the property; and

**WHEREAS**, pursuant to Government Code Section 65868, development agreements may be amended; and

**WHEREAS**, the Development Agreement was subsequently amended, some amendments with Sycamore Villas, LLC, or K. Hovnanian at Ceilo, LLC as a party, and some without, depending on the portion of the property subject to the Development Agreement being affected; and

**WHEREAS**, Leora, LLC obtained the development rights previously held by Sycamore Villas, LLC, for Tract 5816, Phases 5, 9 and 10 along with the rights and obligations as established by the Development Agreement established for Tract 5816; and

**WHEREAS**, the City and LeOra LLC amended the Development Agreement ("LeOra Third Amendment"); and

**WHEREAS**, Westminster Capital, Inc., obtained a portion of the development rights previously held by Sycamore Villas, LLC, for Tract 5816, which is a portion of the

property previously owned by Sycamore Villas, LLC that was not was not at any time owned by LeOra, LLC or K. Hovnanian at Ceilo, LLC; and

**WHEREAS**, Westminster Capital, Inc., desires to clarify its status as a successor in interest as to its portion of the former Sycamore Villas, LLC, property by entering into a Third Amendment to the Development Agreement as amended; and

**WHEREAS**, the City and Westminster Capital, Inc., desire to establish mutually beneficial obligations and benefits subject to the Third Amendment to the Development Agreement, and to do so by an amendment of the Development Agreement; and

**WHEREAS**, for the purposes of reference only, this amendment to the Development Agreement has been identified as the "Third Amendment to Development Agreement" ("Third Amendment") relating to Westminster Capital, Inc.; and

**WHEREAS**, neither the LeOra Third Amendment, nor the Hovnanian Third Amendment are subject to this Third Amendment, nor does this Third Amendment affect either the LeOra Third Amendment or the Hovnanian Third Amendment, as each involves separate property subject to the Development Agreement; and

**WHEREAS**, the City has environmentally assessed the Third Amendment, and determined that there is no possibility that the Third Amendment may have a significant, adverse physical effect on the environment, and is not subject to the California Environmental Quality Act ("CEQA"); and

**WHEREAS**, the City properly noticed the April 4, 2018 Planning Commission special meeting to consider the proposed Amendment pursuant to Government Code sections 65090 and 65091 by publication in the newspaper and provided notice to all property owners within 300 feet of the proposed projects; and

**WHEREAS**, the Planning Commission conducted a duly noticed public hearing on April 4, 2018, at which time all interested parties were given an opportunity to be heard and present evidence regarding the proposed Third Amendment.

**NOW, THEREFORE, BE IT RESOLVED** by the Planning Commission of the City of Arvin as follows:

1. The above recitals are true and correct.
2. The Planning Commission recommends that the City Council find that approval of the Third Amendment is exempt from CEQA pursuant to CEQA Guidelines section 15061(b)(3) in that that it can be seen with certainty that there is no possibility that the Third Amendment will have a significant, adverse, physical effect on the environment as the Third Amendment does not modify any physical aspect of the previously approved project, and merely affirms the party's status under the previously adopted Development Agreement as amended.

3. The Planning Commission recommends the City Council approve the proposed Third Amendment and uncodified ordinance attached hereto as Exhibit "A," and recommends the City Council make the following attendant findings:

- a. The proposed Third Amendment to the Development Agreement complies with the policies of the City's General Plan. The proposed land uses and the density are also compliant per this requirement. Accordingly, the revision to the Development Agreement is consistent with all applicable provisions of the General Plan.
- b. The proposed Third Amendment to the Development Agreement establishes mutual beneficial obligations and benefits for applicant and city. The amendment establishes obligations of the developer for infrastructure improvements as specified in the Development Agreement, payment to the City, transfers a drainage basin to the city which enhances the Storm Drainage Master Plan, provides first right of refusal to the developer for excess dirt from the development, and relieves developer of certain obligations for park improvements.
- c. The proposed Third Amendment to the Development Agreement complies with the requirements of California Government Code Sections 65865 through 65869.5.
- d. The proposed Third Amendment to the Development Agreement will not be detrimental, or cause adverse effects, to adjacent property owners, residents, or the general public, since the Project will be constructed in accordance with the plans and entitlements that were approved previously by the City, and development of any future phases will be subject to further review and consistency with the Development Agreement as amended.
- e. The proposed Third Amendment to the Development Agreement does not alter the clear and substantial benefit to the residents of the City of the Project, since the proposed amendment makes no substantive changes to the Project or to the Development Agreement.

4. This Resolution shall become effective immediately.

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**I HEREBY CERTIFY** that the foregoing Resolution was passed and adopted by the Planning Commission of the City of Arvin at a special meeting thereof held on the 04<sup>th</sup> day of April 2018 by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
**CECILIA VELA**, Secretary

**ARVIN PLANNING COMMISSION**

By: \_\_\_\_\_  
**OLIVIA TRUJILLO**, Chairperson

APPROVED AS TO FORM:

By: \_\_\_\_\_  
**SHANNON L. CHAFFIN**, City Attorney  
Aleshire & Wynder, LLP

**Attachment:** An Uncodified Ordinance Of The City Council Of The City Of Arvin For A Third Amendment To The Development Agreement With Westminster Capital, Inc. (with attached Third Amendment).

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.

**NOTICE OF EXEMPTION**

**TO:**  Office of Planning and Research  
P.O Box 3044  
1400 Tenth Street, Room 121  
Sacramento, CA 95814

**FROM:** City of Arvin  
Community Development Department  
141 Plumtree Drive  
Arvin, Ca 93203  
Jake Raper, City Planner – Contract Planner JAS  
Consultants

County Assessor/Clerk-Recorder  
County of Kern  
1115 Truxtun Avenue  
1st Floor  
Bakersfield, CA 93301

PROJECT FILE ONLY

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**Project Title/Location:** Development Agreement Amendment – 3<sup>rd</sup> Westminster Capital LLC and City of Arvin – Tract 5816/ County of Kern

**Description of Nature, Purpose, and Beneficiaries of Project:** Uncodified Ordinance for Third Amendment by and between Westminster Capital, Inc., and the City of Arvin of the Development Agreement between Sycamore Villas, LLC, and the City of Arvin, concerning Tract 5816, recorded on July 3, 2003 as amended .

**Beneficiaries of the Project are:** Westminster Capital LLC and City of Arvin

**Name of Public Agency Approving Project:** Arvin Planning Commission- 200 Campus Drive, Arvin, CA 93202,

**Name of Person or Agency Carrying Out Project:** City of Arvin

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**Exempt Status:**

- Ministerial (Section 21080(b); 15268)
- Declared Emergency (Section 21080(b)(3); 15269(a))
- Emergency Project (Section 21080(b)(4); 15269(b)(c))
- Categorical Exemption - State type and section number (see below)
- Statutory Exemption - State type and section number (see below)
- General Rule Exemption (Section 15061(b) (3))

**Reasons why project is exempt:** Pursuant to Title 14 of the California Code of Regulations, Section 15061 (b)(3), that this project is exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is not a project which has the potential for causing a significant effect on the environment. The Planning Commission recommended and City Council therefore directs that the Notice of Exemption be filed with Kern County Clerk in accordance with the CEQA Guidelines.

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**Lead Agency Contact Person: Jake Raper, City Planner, Community Development Department, Arvin, CA 8=93203 Area Code/Telephone/Ext.:** 661- 854-2822

**Determination made by:** Shannon Chaffin, City Attorney March 21, 2018  
Name Title Date

**Lead Agency:** City of Arvin  Signed by Lead Agency  Signed by Applicant Date Received for filing March 21, 2017

Public Hearing Notice  
City of Arvin Planning Commission

Date: April 4, 2018

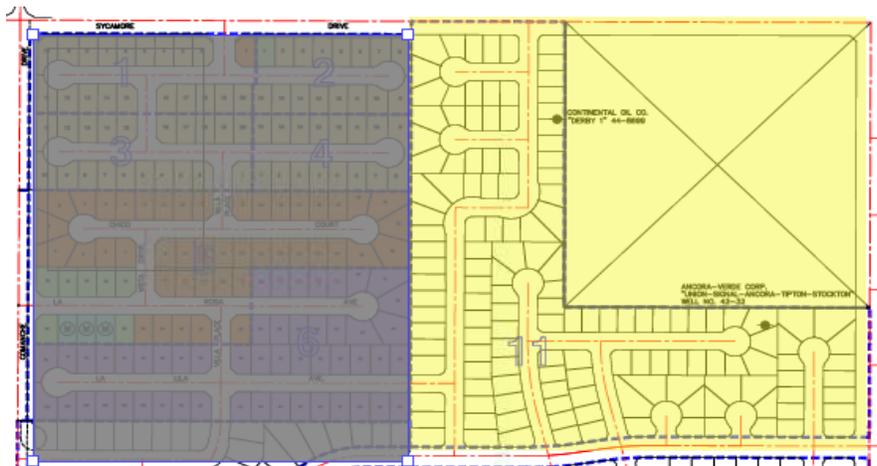
Place: City of Arvin Council Chambers, 200 Campus Drive, Arvin, CA 93203

Time: 6:00 PM

Notice is hereby given that the Planning Commission of the City Arvin will conduct the hearings at the date, place and time mentioned above for the following items:

1. Third Amendment to Development Agreement (“Third Amendment”) between Westminster Capital, Inc., a Delaware Corporation, and the City of Arvin. This is an amendment to the original Development Agreement recorded July 3, 2003, and affects the property generally depicted in the diagram below. Planning Commission will provide a recommendation to the City Council as to this item, including that the Third Amendment is exempt from the requirements of the California Environmental Quality Act under CEQA Guidelines section 15061(b)(3).

**Project Location/Diagram:** The Third Amendment covers the property generally depicted here, located South of Sycamore Drive on the West Side of Meyer Street:



**Applicant/Property Owner:** Applicant  
Representative: Keenan Behrle, 233 Wilshire Boulevard, Suite 400 Santa Monica, CA 90401.  
Property Owner: Westminster Capital, Inc. (Greg Belzberg) 233 Wilshire Boulevard, Suite 525 Santa Monica, CA 90401

Any person wishing to address the Commission may provide oral and/or written testimony at the meeting, or submit written comments to the Community Development Department at the above said address.

**Notice Limiting Legal Challenge:** Written comments must be received at the above address at, or prior to the meeting date and time. If you challenge the City’s action on these projects in court, you may be limited to raising those issues you or someone else raised at the Public Hearing described in this notice or in written correspondence delivered to the City at or prior to the Public Hearing (Government Code Section 65009).

Cecilia Vela  
Secretary to the Arvin Planning Commission  
Published: Bakersfield Californian, March 24, 2018

ORDINANCE NO. \_\_\_\_\_

**AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARVIN FOR A THIRD AMENDMENT TO THE DEVELOPMENT AGREEMENT WITH WESTMINSTER CAPITAL, INC.**

**WHEREAS**, California Government Code Section 65864 *et seq.* authorizes cities to enter into development agreements with private property owners; and

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

**WHEREAS**, under the Development Agreement, Sycamore Villas, LLC, had the right to sell, assign or transfer the Development Agreement, and all of its rights, duties and obligation thereunder, to any person, including a portion thereof; and

**WHEREAS**, Sycamore Villas, LLC, sold a portion of the property subject to the Development Agreement to K. Hovnanian at Ceilo, LLC, and transferred its obligations and rights to K. Hovnanian at Ceilo, LLC, thereunder, and K. Hovnanian at Ceilo, LLC, is a successor in interest to that portion of the property; and

**WHEREAS**, pursuant to Government Code Section 65868, development agreements may be amended; and

**WHEREAS**, the Development Agreement was subsequently amended, some amendments with Sycamore Villas, LLC, or K. Hovnanian at Ceilo, LLC as a party (including a Third Amendment to Development Agreement referred to herein as the "Hovnanian Third Amendment"), and some without, depending on the portion of the property subject to the Development Agreement being affected; and

**WHEREAS**, LeOra LLC obtained a portion of the development rights previously held by Sycamore Villas, LLC, for Tract 5816, Phases 5, 9 and 10 along with the rights and obligations as established by the Development Agreement established for Tract 5816; and

**WHEREAS**, the City and LeOra LLC amended the Development Agreement ("LeOra Third Amendment"); and

**WHEREAS**, Westminster Capital, Inc., obtained a portion of the development rights previously held by Sycamore Villas, LLC, for Tract 5816, which is a portion of the property previously owned by Sycamore Villas, LLC that was not was not at any time owned by LeOra, LLC or K. Hovnanian at Ceilo, LLC; and

**WHEREAS**, Westminster Capital, Inc., desires to clarify its status as a successor in interest as to its portion of the former Sycamore Villas, LLC, property by entering into a Third Amendment to the Development Agreement as amended; and

**WHEREAS**, the City and Westminster Capital, Inc., desire to establish mutually beneficial obligations and benefits subject to the Third Amendment to the Development Agreement, and to do so by an amendment of the Development Agreement; and

**WHEREAS**, for the purposes of reference only, this amendment to the Development Agreement has been identified as the "Third Amendment to Development Agreement" ("Third Amendment") relating to Westminster Capital, Inc.; and

**WHEREAS**, neither the LeOra Third Amendment, nor the Hovnanian Third Amendment are subject to this Third Amendment, nor does this Third Amendment affect either the LeOra Third Amendment or the Hovnanian Third Amendment, as each involves separate property subject to the Development Agreement; and

**WHEREAS**, the City has environmentally assessed the Third Amendment, and determined that there is no possibility that the Third Amendment may have a significant physical effect on the environment, and is not subject to the California Environmental Quality Act ("CEQA"); and

**WHEREAS**, the City properly notified the April 4, 2018 Planning Commission special meeting to consider the proposed Amendment pursuant to Government Code sections 65090 and 65091 by publication in the newspaper and provided notice to all property owners within 300 feet of the proposed projects; and

**WHEREAS**, the City Planning Commission conducted a duly noticed public hearing on April 4, 2018, at which time all interested parties were given an opportunity to be heard and present evidence regarding the proposed Third Amendment, and after which the Planning Commission adopted Resolution [ ], recommending the City Council adopt this Ordinance; and

**WHEREAS**, the City properly noticed the April 17, 2018 hearing before the City Council for the proposed Amendment pursuant to Government Code sections 65090 and 65091 by publication in the newspaper and provided notice to all property owners within 300 feet of the proposed projects; and

**WHEREAS**, the City Council conducted a duly noticed public hearing on April 17, 2018, at which time all interested parties were given an opportunity to be heard and present evidence regarding the proposed Third Amendment, and after which this Ordinance was introduced by the City Council; and

**WHEREAS**, the City Council considered this matter on May 1, 2018, at which time all interested parties were given another opportunity to be heard and present evidence regarding the proposed Third Amendment.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ARVIN DOES ORDAIN AS FOLLOWS:**

**Section 1.** The City Council determines pursuant to CEQA Guidelines Section 15061(b)(3) that that it can be seen with certainty that there is no possibility that the Third Amendment will have a significant, adverse, physical effect on the environment, and is not subject to the California Environmental Quality Act (CEQA), as the Third Amendment does not modify any physical aspect of the previously approved project, and merely affirms the party's status under the previously adopted Development Agreement as amended.

**Section 2.** The City Council finds the proposed Third Amendment to the Development Agreement complies with the policies of the City's General Plan. Accordingly, the revision to the Development Agreement is consistent with all applicable provisions of the General Plan. The proposed land uses and the density are also compliant per this requirement.

**Section 3.** The City Council finds the proposed Third Amendment to the Development Agreement establishes mutual beneficial obligations and benefits for Westminster Capital, Inc., and the City.

**Section 4.** The City Council finds the proposed Third Amendment to the Development Agreement complies with the requirements of California Government Code Sections 65865 through 65869.5.

**Section 5.** The City Council finds proposed the Third Amendment to the Development Agreement will not be detrimental, or cause adverse effects, to adjacent property owners, residents, or the general public, since the Project will be constructed in accordance with the plans and entitlements that were approved previously by the City, and development of any future phases will be subject to further review and consistency with the Development Agreement as amended.

**Section 6.** The City Council finds the proposed Third Amendment to the Development Agreement does not alter the clear and substantial benefit to the residents of the City of the Project, since the proposed amendment makes no substantive changes to the Project or to the Development Agreement.

**Section 7.** For the foregoing reasons, and based on the information contained in any staff report, supporting documentation, minutes and other records of the proceedings, all of which are incorporated herein by this reference, the City Council hereby adopts this Ordinance and approves the proposed Third Amendment to the Development Agreement, which amendment is attached hereto as Exhibit "A" and incorporated herein by this reference.

**Section 8.** The City Clerk shall certify to the adoption of this Ordinance and cause it to be published, in accordance with Government Code, Section 36933, or as otherwise required by law.

**Section 9.** This ordinance shall take effect and be in full force and effect from and after thirty (30) days after its final passage and adoption.

**I HEREBY CERTIFY** that the foregoing Ordinance was introduced by the City Council after waiving reading, except by Title, at a regular meeting thereof held on the 17<sup>th</sup> day of April 2018, and adopted the Ordinance after the second reading at a regular meeting held on the \_\_\_\_ day of May 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

Exhibit A: Third Amendment To Development Agreement

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

**EXHIBIT A**

**THIRD AMENDMENT TO DEVELOPMENT AGREEMENT**

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED RETURN TO  
(Document exempt from recording fees  
pursuant to Cal. Gov. Code §27383)

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

(Space Above This Line for Recorder's Office Use Only)

**AGREEMENT NO. 2018-**

**THIRD AMENDMENT TO DEVELOPMENT AGREEMENT**

This Third Amendment to Development Agreement ("Third Amendment") is made and entered into effective as of March 20, 2018, and entered into by or between WESTMINSTER CAPITAL, INC., a Delaware corporation ("Developer"), and the CITY OF ARVIN, a municipal corporation ("the City"). Developer and the City are collectively referred to herein as ("Parties").

**RECITALS**

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

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

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

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

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

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

G. Effective May 5, 2017, the City and LeOra LLC 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 LeOra LLC on June 13, 2017, in the Kern County Official Records as Document Number 217075798, ("LeOra Third Amendment"). The LeOra Third Amendment is not subject to this Third Amendment, nor does this Third Amendment affect the either the Hovnanian Third Amendment, as each involves separate property subject to the Development Agreement.

H. The Parties now desire to enter into this Third Amendment to the Development Agreement. For reference purposes only, the Parties have identified this amendment as the "Third Amendment to Development Agreement" ("Third Amendment" or "Westminster Third Amendment").

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

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

### AGREEMENT

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

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

2. Fees. The total cost for all permits, inspections, checks, fees and other charges associated in any way with the development of real property or the construction of improvements on lots thereon (collectively, "Fees") for single family residential lots within the Property shall remain capped at \$2,300 per lot in accordance with Section 5 of the First Amendment and shall not be affected by this Third Amendment. To the extent fees have not been addressed by the First Amendment, such as those related to non-single family residential lots, the Fees shall remain as set forth in the Development Agreement, Paragraph 3.6 (Exactions).

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

4. Notices. Section 12.1 of the Development Agreement shall be amended to change the address of the Developer, as follows:

Developer: Westminster Capital, Inc.  
233 Wilshire Boulevard, Suite 525  
Santa Monica, CA 90401  
Attention: Greg Belzberg

With a copy to: Keenan Behrle  
233 Wilshire Boulevard, Suite 400  
Santa Monica, CA 90401

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

6. Release. Parties, individually, and on behalf of its successors, trustees, creditors, and assigns, completely releases, acquits, and forever discharges the other Party, its agents, officers, employees, attorneys, successors, predecessors, insurers, and members of the governing board or council,

from any and all claims, rights, demands, obligations, liabilities, claims or causes of action of any and every kind, nature and character, whether known or unknown, whether in law or in equity, which it may have had, or ever had, or could in the future have against the other Party for any act or omission that occurred prior to entering into the Third Amendment, and which are in any way related to the Development Agreement as amended. This release contained herein is made notwithstanding Section 1542 of the California Civil Code which provides:

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

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

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

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

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

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

11. Successors. This Third Amendment shall be binding upon and inure to the benefit of the heirs, executors, successors and assigns of the Parties hereto.

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

CITY OF ARVIN,  
a municipal corporation

By: \_\_\_\_\_  
Jose Gurrola, Mayor

\_\_\_\_\_, 2018

ATTEST:

\_\_\_\_\_  
Cecilia Vela, City Clerk

WESTMINSTER CAPITAL, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Greggory Beizberg, President and CEO

3/13/2018

**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

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
Shannon Chaffin, City Attorney

applicable to developer's business entity.

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name:  
Title:

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
Shannon Chaffin, City Attorney

applicable to developer's business entity.

APPROVED AS TO FORM:

By: K. Beale  
Name: KEENAN BEALE  
Title: Attorney at Law

**Exhibit A**  
Legal Description of Developer Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ARVIN, COUNTY OF KERN, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

**PARCEL A:** APN 189-351-36 [PARCEL 1272 OF TRACT 5816]

PARCEL 1 AS SHOWN ON PARCEL MAP WAIVER NO. 1-00 AS EVIDENCED BY DOCUMENT RECORDED DECEMBER 21, 2000 AS INSTRUMENT NO. 00-162267 OF OFFICIAL RECORDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 31 SOUTH, RANGE 29 EAST, M.D.M., IN THE CITY OF ARVIN, COUNTY OF KERN, STATE OF CALIFORNIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF SECTION 35; THENCE NORTH 89° 49' 13" WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 35 A DISTANCE OF 660.35 FEET; THENCE SOUTH 00° 10' 47" WEST PERPENDICULAR TO SAID NORTH LINE A DISTANCE OF 660.00 FEET; THENCE SOUTH 89° 49' 13" EAST PARALLEL TO SAID NORTH LINE A DISTANCE OF 660.00 FEET TO A POINT ON THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 35; THENCE NORTH 00° 12' 38" EAST ALONG SAID EAST LINE A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING.

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.

**PARCEL B:** APN 189-351-58 & 67 [CONSISTING OF 140 LOTS IN TRACT 5816, PHASE 11]

PARCEL 1 OF PARCEL MAP 11401 IN THE CITY OF ARVIN, COUNTY OF KERN, STATE OF CALIFORNIA AS PER MAP RECORDED MAY 16, 2006 IN BOOK 54, PAGES 192 THROUGH 194, INCLUSIVE, OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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.

**PARCEL C:** APN 189-351-37 [PARCEL 1273 OF TRACT 5816]

PARCEL 2 AS SHOWN ON PARCEL MAP WAIVER NO. 1-00 AS EVIDENCED BY DOCUMENT RECORDED DECEMBER 21, 2000 AS INSTRUMENT NO. 00-162267 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 31 SOUTH, RANGE 29 EAST, M.D.M., IN THE CITY OF ARVIN, COUNTY OF KERN, STATE OF CALIFORNIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF SECTION 35; THENCE NORTH 89° 49' 13" WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 35 A DISTANCE OF 660.35 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89° 49' 13" WEST ALONG SAID NORTH LINE A DISTANCE OF 305.08 FEET; THENCE SOUTH 00° 10' 47" WEST PERPENDICULAR TO SAID NORTH LINE A DISTANCE OF 965.00 FEET; THENCE SOUTH 89° 49' 13" EAST PARALLEL TO SAID NORTH LINE A DISTANCE OF 964.92 FEET TO A POINT ON THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 35; THENCE NORTH 00° 12' 38" EAST ALONG SAID EAST LINE A DISTANCE OF 305.00 FEET TO A POINT WHICH LIES 660.00 FEET FROM THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF SECTION 35; THENCE NORTH 89° 49' 13" WEST PARALLEL TO SAID NORTH LINE A DISTANCE OF 660.00 FEET; THENCE NORTH 00° 10' 47" EAST A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING.

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.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 Los Angeles )

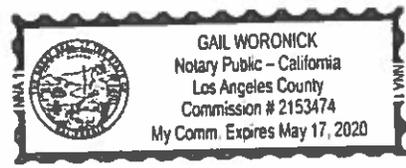
On 3/13/18 before me, Gail Woronick, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Greggory Belzberg  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Gail Woronick  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

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

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_