



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

**TUESDAY SEPTEMBER 04, 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	Interim 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. CONSENT AGENDA ITEM(S)

- A. Approval of Demand Register(s) of August 17, 2018 – August 30, 2018.
- B. Approval of Payroll Register(s) of August 24, 2018.
- C. Approval of the Minutes of the Special Meeting(s) of August 01, 2018 and Regular Meeting(s) of August 21, 2018.
- D. Approval of A Resolution of the City Council of the City of Arvin Approving the Second Amendment to Professional Services Agreement By and Between the City of Arvin and the DeWalt Corporation for City Engineer Services.
- E. Approval of A Resolution of the City Council of the City of Arvin Approving the Proposed Changes for the Sycamore Drainage Project and Authorizing the City Manager to Sign and Execute Change Orders.

Staff recommends approval of the Consent Agenda.

Motion _____ Second _____ Vote _____

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

4. PUBLIC HEARING(S)

- A. A Public Hearing to Consider A Resolution of the City Council of the City of Arvin Approving Conditional Use Permit 2017-Petro Lud - Stockton Project - Oil and Gas Exploratory and Production Well -APN 189-351-36 Southwest Corner of Sycamore Road and Meyer Street, Establishment of a Drill Pad No Larger than 300'-0" X 500'-0" and Four (4) Exploratory Well Sites Which May Be Converted Into Production Wells and Adoption of a Related CEQA Exemption Findings Pursuant to the California Environmental Quality Act. (Item continued from Meeting of August 21, 2018: public comment/hearing portion of proceeding was closed at that meeting) (City Planner)

Staff recommends consideration for adoption of the attached Resolution.

Motion _____ Second _____ Vote _____

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

- B.** A Public Hearing to Consider Introduction of an Uncodified Ordinance of the City Council of the City of Arvin for a Third Amendment to the Development Agreement with Auburn Oaks Developers, LLC, and CEQA Determination. (City Planner)

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

Motion _____ Second _____ Vote _____

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

- 5. WORKSHOP** – Discussion and Update Regarding General Plan and Housing Element Implementation (City Planner)

6. STAFF REPORTS

- A.** General Fund Fiscal Year-End 17/18 Update (Finance Director)
- B.** Monthly Financial Report – June 2018 Update (Finance Director)

7. COUNCIL MEMBER COMMENTS

8. CLOSED SESSION ITEM(S)

- A.** Conference with Legal Counsel: Anticipated Litigation (Pursuant to Government Code § 54956.9(d)(4)
Two Potential Cases
- B.** Public Employee - Appointment (Pursuant to Government Code §54957)
Title: City Manager

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 August 30, 2018.



Cecilia Vela, City Clerk

Edit List of Invoices - Summary

DEMAND LIST 08.21.18

Date: 08/21/2018

Time: 11:44 am

Page: 1

City of Arvin

Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
47609	ARVIN HISTORICAL SOCIETY		08/21/2018		08/21/2018	PG&E CHARITABLE CONTRIBUTIO	
						DONATION FROM CHECK#4411417	
							<u>2,000.00</u>
						Vendor Total:	2,000.00

Grand Total: 2,000.00

Less Credit Memos: 0.00

Net Total: 2,000.00

Less Hand Check Total: 0.00

Outstanding Invoice Total: 2,000.00

Total Invoices: 1

Edit List of Invoices - Summary

DEMAND LIST 08.23.18

Date: 08/24/2018

Time: 8:39 am

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City of Arvin

Ref. No.	Vendor Name	Invoice No.	Posting Date	PONumber	Invoice Date	Invoice Description	Invoice Amount
47610	ARVIN POLICE OFFICERS		08/23/2018		08/23/2018	COA UNION DUES 8.10.18-8.24.18	
						COA UNION DUES 8.10.18-8.24.18	500.00
						Vendor Total:	500.00
47611	AT&T		08/23/2018		08/01/2018	CALNET 3 A#9391060015	
		000011693361					185.97
47612	AT&T		08/23/2018		08/01/2018	CALNET 3 A#9391059040	
		000011693130					271.50
47613	AT&T		08/23/2018		08/13/2018	CALNET 3 A#9391033189	
		000011771043					362.42
47614	AT&T		08/23/2018		08/13/2018	CALNET 3 #9391056024	
		000011772806					520.81
						Vendor Total:	1,340.70
47615	BANK OF AMERICA - SVC CHGS		08/15/2018		08/15/2018	SERVICE FEE JULY 2018	
						SERVICE FEE JULU 2018	458.71
						Vendor Total:	458.71
47616	BOB MURRAY & ASSOCIATES		08/23/2018		08/17/2018	CITY MANAGER - POSITION	
		7847					3,637.85
						Vendor Total:	3,637.85
47617	C & T AUTOMOTIVE, INC		08/23/2018		08/17/2018	MAINTENANCE FLEET #270	
		9000025008					94.87
47618	C & T AUTOMOTIVE, INC		08/23/2018		08/17/2018	MAINTENANCE FLEET #265	
		900025009					94.87
47678	C & T AUTOMOTIVE, INC		08/23/2018		08/20/2018	MAINTENANCE FLEET#273	
		900025032					143.94
47679	C & T AUTOMOTIVE, INC		08/23/2018		08/20/2018	MAINTENANCE FLEET#277	
		900025019					568.98
47680	C & T AUTOMOTIVE, INC		08/23/2018		08/20/2018	MAINTENANCE FLEET#269	
		900025022					311.51
						Vendor Total:	1,214.17
47619	CENTRAL CALIF. ASSOC. PUBLIC		08/23/2018		08/23/2018	COA UNION DUES 8.24.18	
						COA UNION DUES 8.24.18	652.45
						Vendor Total:	652.45
47620	COMPLETE HARDWARE STORE & MORE		08/23/2018		08/15/2018	CITY HAL & PD REPAIRS	
		206542					26.80
47621	COMPLETE HARDWARE STORE & MORE		08/23/2018		08/15/2018	STOP SIGN SYCAMORE&DERBY	
		206546					10.80
						Vendor Total:	37.60
47622	DEWALT CORPORTATION		08/23/2018		08/08/2018	ENGINEERING SVC. JULY 2017	
		1086322					8,449.51
47623	DEWALT CORPORTATION		08/23/2018		08/18/2018	ENGINEERING SVC. JULY 2018	
		1086323					933.75
47624	DEWALT CORPORTATION		08/23/2018		08/08/2018	ENGINEERING SVC. 7/2018 ARVIN	
		1086324					432.00
47625	DEWALT CORPORTATION		08/23/2018		08/14/2018	ENGINEERING SVC. JULY 2018	
		1086335					20,748.33
						Vendor Total:	30,563.59
47627	FEDEX		08/23/2018		08/17/2018	FED EX SVC. JULY-AUG. 2018	
		6-279-59018					240.85
						Vendor Total:	240.85
47626	GUARDIAN		08/23/2018		08/21/2018	BUNDLE INSURANCE SEPT. 2018	
		GROUP ID 00 473727 8.21.18					5,329.85
						Vendor Total:	5,329.85

Edit List of Invoices - Summary

DEMAND LIST 08.23.18

Date: 08/24/2018

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City of Arvin

Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
47628	JTS TRUCKING REPAIR		08/23/2018		08/20/2018	MAINTENANCE FLEET#207	
		222715					895.01
47629	JTS TRUCKING REPAIR		08/23/2018		08/02/2018	MAINTENANCE FLEET#203	
		221843					240.00
47630	JTS TRUCKING REPAIR		08/23/2018		08/06/2018	MAINTENANCE FLEET#207	
		221938					180.00
47631	JTS TRUCKING REPAIR		08/23/2018		08/08/2018	MAINTENANCE FLEET#211	
		222105					360.00
47632	JTS TRUCKING REPAIR		08/23/2018		08/13/2018	MAINTENANCE FLEET#207	
		222270					180.00
47633	JTS TRUCKING REPAIR		08/23/2018		08/08/2018	MAINTENANCE FLEET#203	
		222104					360.00
						Vendor Total:	2,215.01
47634	KERN PLUMBING & BACKFLOW		08/23/2018		08/14/2018	IRRIGATION BACKFLOW SVC. -PA	
		7686					1,284.22
47635	KERN PLUMBING & BACKFLOW		08/23/2018		08/08/2018	IRRIGATION BACKFLOW SVC. -PA	
		7677					791.99
						Vendor Total:	2,076.21
47636	KERN TURF SUPPLY		08/23/2018		08/23/2018	IRRIGATION REPAIR COA	
		417750					199.29
						Vendor Total:	199.29
47637	O'REILLY AUTOMOTIVE, INC		08/23/2018		08/22/2018	MAINTENANCE FLEET#GRASSHC	
		4451-368872					7.46
47638	O'REILLY AUTOMOTIVE, INC		08/23/2018		08/21/2018	MAINTENANCE FLEET#305	
		4451-368683					209.00
						Vendor Total:	216.46
47639	PACIFIC TIRE ARVIN		08/23/2018		08/23/2018	MAINTENANCE FLEET#207	
		21298					20.41
						Vendor Total:	20.41
47640	PETTY CASH-ELSA CARDOSO-GUZMAN		08/23/2018		08/23/2018	POLICE DEP. PETTY CASH 8.16.18	
		POLICE DEP. PETTY CASH 8.16.18					113.54
						Vendor Total:	113.54
47641	PG & E		08/23/2018		08/13/2018	SVC. 7.12.18-8.12.18	
		A#8517683481-1 8.13.18					99.13
47642	PG & E		08/23/2018		08/13/2018	SVC. 7.12.18-8.12.18	
		A#6632224172-1 8.13.18					5,981.81
47643	PG & E		08/23/2018		08/13/2018	SVC. 7.12.18-8.12.18	
		A#6358251136-4 8.13.18					151.50
47644	PG & E		08/23/2018		08/13/2018	SVC. 7.12.18-8.12.18	
		A#9083999874-8 8.13.18					312.89
47645	PG & E		08/23/2018		08/13/2018	SVC. 7.12.18-8.12.18	
		A#7235938816-1 8.13.18					315.39
47646	PG & E		08/23/2018		08/13/2018	SVC. 7.12.18-8.12.18	
		A#5242161718-5 8.13.18					81.47
47647	PG & E		08/23/2018		08/13/2018	SVC. 7.12.18-8.12.18	
		A#4157630593-6 8.13.18					44.81
47648	PG & E		08/23/2018		08/13/2018	SVC. 7.12.18-8.12.18	
		A#4923752229-4 8.13.18					10.51
47649	PG & E		08/23/2018		08/13/2018	SVC. 7.12.18-8.12.18	
		A#6747823013-8 8.13.18					98.89
47650	PG & E		08/23/2018		08/13/2018	SVC. 7.12.18-8.12.18	
		A#9132070691-3 8.13.18					22.78
47651	PG & E		08/23/2018		08/13/2018	SVC. 7.12.18-8.12.18	
		A#7132070819-2 8.13.18					17.23
47652	PG & E		08/23/2018		08/13/2018	SVC. 7.12.18-8.12.18	
		A#4601018108-2 8.13.18					501.22
47653	PG & E		08/23/2018		08/13/2018	SVC. 7.12.18-8.12.18	
		A#5106956658-9 8.13.18					55.87
47654	PG & E		08/23/2018		08/13/2018	SVC. 7.12.18-8.12.18	
		A#5673737579-2 8.13.18					10.51

H - Hand Check

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City of Arvin

Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
47655	PG & E		08/23/2018		08/13/2018	SVC. 7.12.18-8.12.18	
		A#1090419141-7	8.13.18				10.51
47656	PG & E		08/23/2018		08/13/2018	SVC. 7.12.18-8.12.18	
		A#1673746179-4	8.13.18				1,111.91
47657	PG & E		08/23/2018		08/13/2018	SVC. 7.12.18-8.12.18	
		A#1486138762-0	8.13.18				213.64
47658	PG & E		08/23/2018		08/13/2018	SVC. 7.12.18-8.12.18	
		A#2402723819-5	8.13.18				10.51
47659	PG & E		08/23/2018		08/13/2018	SVC. 7.12.18-8.12.18	
		A#1840419093-8	8.13.18				10.53
47660	PG & E		08/23/2018		08/13/2018	SVC. 7.12.18-8.12.18	
		A#0048737939-8	8.13.18				247.11
47661	PG & E		08/23/2018		08/13/2018	SVC. 7.12.18-8.12.18	
		A#1215425391-3	8.13.18				10.53
47662	PG & E		08/23/2018		08/13/2018	SVC. 7.12.18-8.12.18	
		A#2703896446-9	8.13.18				10.51
47663	PG & E		08/23/2018		08/13/2018	SVC. 7.12.18-8.12.18	
		A#2124436632-0	8.15.18				446.11
47664	PG & E		08/23/2018		08/15/2018	SVC. 7.17.18-8.15.18	
		A#6226711721-6	8.15.18				75.61
47665	PG & E		08/23/2018		08/15/2018	SVC. 7.17.18-8.15.18	
		A#4121972200-0	8.15.18				247.15
47666	PG & E		08/23/2018		08/15/2018	SVC. 7.17.18-8.15.18	
		A#3441010184-3	8.15.18				180.29
47667	PG & E		08/23/2018		08/15/2018	SVC. 7.17.18-8.15.18	
		A#4891617948-3	8.15.18				161.07
47668	PG & E		08/23/2018		08/15/2018	SVC. 7.17.18-8.15.18	
		A#3232674778-2	8.15.18				2,110.13
47669	PG & E		08/23/2018		08/15/2018	SVC. 7.17.18-8.15.18	
		A#7149339108-1	8.15.18				4,672.87
47670	PG & E		08/23/2018		08/16/2018	SVC. 7.12.18-8.12.18	
		A#5422632722-6	8.16.18				264.21
47671	PG & E		08/23/2018		08/16/2018	SVC. 7.12.18-8.12.18	
		A#9853233499-6	8.16.18				204.45
						Vendor Total:	17,691.15
47673	PUBLIC WORKS COUNTY OF KERN		08/23/2018		08/23/2018	MUNI & STSW SVC. JULY 2018	
	ACCT#01-ARV		8.8.18				1,857.60
						Vendor Total:	1,857.60
47672	PURCHASE POWER		08/23/2018		08/12/2018	POSTAGE REFILL 8.12.18	
		A#8000-9000-0054-0157	8.12.18				1,060.07
						Vendor Total:	1,060.07
47677	SELF HELP ENTERPRISES		08/23/2018		08/23/2018	REFUND DEPOSIT STE. Y	
		REIMBURSEMENT RECEIPT#31355					100.00
						Vendor Total:	100.00
47674	STAPLES BUSINESS ADVANTAGE		08/23/2018		08/09/2018	OFFICE SUPPLIES-CITY HALL	
		7202448484-0-1					119.17
47675	STAPLES BUSINESS ADVANTAGE		08/23/2018		08/10/2018	OFFICE SUPPLIES-CITY HALL	
		7202448484-0-2					16.66
						Vendor Total:	135.83
47676	VANTAGE POINT TRANSFER AGENTS		08/23/2018		08/23/2018	457K LOAN/CONTRIBUTION 8.24.1	
		457K LOAN/CONTRIBUTION 8.24.18					257.95
						Vendor Total:	257.95

Grand Total: 69,919.29

Less Credit Memos: 0.00

Net Total: 69,919.29

Less Hand Check Total: 458.71

Outstanding Invoice Total: 69,460.58

Total Invoices: 71

Edit List of Invoices - Summary

DEMAND LIST 08.28.18

Date: 08/29/2018

Time: 2:47 pm

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City of Arvin

Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
47690	ATLAS BUSINESS SOLUTIONS, INC.	INV296879	08/29/2018		08/29/2018	SCHEDULE ANYWHERE LICENSE	540.00
						Vendor Total:	540.00
47687	BOB MURRAY & ASSOCIATES	7804	08/28/2018		07/18/2018	CITY MANAGER POSITION	3,220.60
						Vendor Total:	3,220.60
47698	BRIAN HANEY		08/29/2018		08/29/2018	INVESTIGATIVE CONSULTING 05/	1,009.24
47699	BRIAN HANEY		08/29/2018		08/29/2018	INVESTIGATIVE CONSULTING 6/1/	1,094.62
47700	BRIAN HANEY		08/29/2018		08/29/2018	INVESTIGATIVE CONSULTING 7/1/	749.24
						Vendor Total:	2,853.10
47681	COLLINS & SCHOETTLER		08/28/2018		08/17/2018	ARVIN WATER RESOURCES	7,000.00
						Vendor Total:	7,000.00
47682	GARCIA, JASMIN		08/28/2018		08/28/2018	8/18 EDUCATION REIMBURSEMEI	1,500.00
						Vendor Total:	1,500.00
47691	GOLDEN EMPIRE TOWING INC	60399	08/29/2018		08/17/2018	TOWING SVC. AP18-1251	185.00
						Vendor Total:	185.00
47693	INDEPENDENT FIRE & SAFETY	36842	08/29/2018		08/22/2018	FIRE EXTG. TESTING POLICE DEI	147.60
47694	INDEPENDENT FIRE & SAFETY	36799	08/29/2018		08/15/2018	FE ANNUAL MAINT-POLICE DEPT.	409.77
						Vendor Total:	557.37
47683	JTS TRUCKING REPAIR	222952	08/28/2018		08/27/2018	MAINTENANCE FLEET#211	594.42
47695	JTS TRUCKING REPAIR	223092	08/29/2018		08/28/2018	MAINTENANCE FLEET#207	630.00
						Vendor Total:	1,224.42
47692	KERN COUNTY CHIEF LAW E	18102	08/29/2018		08/21/2018	ANNUAL MEMBERSHIP 2018-2019	100.00
						Vendor Total:	100.00
47688	MOUNTAINSIDE DISPOSAL		08/28/2018		08/28/2018	PROPERTY TAXES 8.17.18	2,383.65
						Vendor Total:	2,383.65
47689	PAWAN GILL		08/29/2018		08/29/2018	Meals City Manager Interviews	56.74
						Vendor Total:	56.74
47684	PG & E		08/28/2018		08/22/2018	SVC. 07.23.18-8.21.18	52.83
						Vendor Total:	52.83
47696	SC COMMUNICATIONS, INC	7498	08/29/2018		08/21/2018	COMMUNICATION SUPPLIES-PD.	552.34
						Vendor Total:	552.34

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DEMAND LIST 08.28.18

Date: 08/29/2018

Time: 2:47 pm

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City of Arvin

Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
47697	SO. CAL. GAS CO.		08/29/2018		08/16/2018	SVC. 7.24.18-8.23.18	
						UTILITIES SVC. 7.24.18-8.23.18	179.43
						Vendor Total:	179.43
47686	SPARKLETTS		08/28/2018		08/17/2018	JULY 2018 SERVICE	
		15470162	081718				70.70
						Vendor Total:	70.70
47685	ST. THERESA CHURCH		08/28/2018		08/28/2018	ADOBE DEPOSIT REIMBURSEMEI	
						REIMBURSEMENT RECEIPT#31422	450.00
						Vendor Total:	450.00

Grand Total: 20,926.18

Less Credit Memos: 0.00

Net Total: 20,926.18

Less Hand Check Total: 0.00

Outstanding Invoice Total: 20,926.18

Total Invoices: 20

COST REPORT

8/24/18 PAYROLL

Emp. Code Desc.: CITY OF ARVIN
 From 08/11/2018 to 08/30/20
 City of Arvin

Date: 8/30/2018
 Time: 17:25:53

Employee Name	Employee ID	PER3E PER3S SUTA	FUTA PER5E PERS4	MC PER6E PERS5	MC1 PER9E PERS6	PER1E PERCP PERS8	PER2D PERS PERS9	PER2E PERS1 SS	PER2M PERS2 SS1	Other Total
Grand Total:	Employee Count: 48	0.00	0.00	1,501.98	402.06	0.00	631.22	0.00	810.50	0.00
		1,313.98	119.59	0.00	0.00	599.28	0.00	0.00	2,202.91	21,633.37
		2,459.15	0.00	0.00	1,866.90	1,323.52	0.00	6,447.32	1,954.96	
		0.00								

EARNINGS REPORT

8/24/18 PAYROLL

Emp. Code Desc.: CITY OF ARVIN
 From 08/11/2018 to 08/30/20
 City of Arvin

Date: 8/30/2018
 Time: 17:28:20

Employee Name	Employee ID	15X ADMLV DIFFL LONG PHALW SHOEA UNADV ADPAY	1X ALLOW FH MILIT POST SICK URCL SSWEP	1XFTO BERV FTO MISC PTO SRO URPEP	25X BNFT1 HLPER PBD REG STDBY VAC	2X COMP HOL PBD3 RETOT TRAIN VACCO	3X CTO HP1X PBDCO RETRO TUPGR VACTO	ADJ CTYWK INSUR PERE SCKCO UACL WRKCO	ADLCO DEGRE JURY PERS SEVR UAPEP STLMT	Other Total
Grand Total:	Employee Count: 48	0.00	20,050.61	0.00	0.00	711.09	0.00	0.00	0.00	0.00
		0.00	0.00	199.04	715.45	0.00	693.31	0.00	207.71	121,983.10
		165.90	626.40	161.54	0.00	0.00	0.00	1,494.16	398.08	
		2,199.22	0.00	0.00	1,438.69	0.00	0.00	0.00	0.00	
		225.00	648.88	0.00	83,487.94	0.00	1,478.98	0.00	0.00	
		150.00	1,427.81	0.00	0.00	0.00	36.07	0.00	150.00	
		90.78	0.00	0.00	2,343.40	1,661.20	0.00	0.00	0.00	
		477.04	744.80							

SPECIAL MEETING MINUTES

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

AUGUST 01, 2018

CALL TO ORDER @ 6:00PM

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL: All present.

1. Approval of Agenda as To Form.

Motion to approve the Agenda with the following change:

- **Public Hearing Agenda Item 4A: Remove the words “to be spent” from the Utility Users Tax ballot measure question: “Shall the measure establishing a utility users tax of up to a maximum of 7% on charges for telecommunications, video, electricity and gas services to raise approximately \$700,000 to be spent for city services, including police, fire, and other emergency services, and street, sidewalk, sewer, public works improvements and other unrestricted purposes, be adopted?”**

Motion Mayor Gurrola

Second MPT Ortiz

Vote 5-0

2. PUBLIC COMMENTS

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

NONE

3. CONSENT AGENDA ITEM(S)

A. Approval of A Resolution of the City Council of the City of Arvin Awarding A Contract for Professional Services Agreement to Alta Planning for Active Transportation Planning Services; and Authorizing Related Action.

Resolution No. 2018-52

B. Approval of A Resolution of the City Council of the City of Arvin Re-affirming and Updating Designations for the Publication of Ordinance Summaries In Lieu of the Full Text of the Ordinance Pursuant to California Government Code Section 36933 and Directing the City Manager, City Attorney, and/or City Clerk, or Their Designees to Prepare Ordinance Summaries.

Resolution No. 2018-53

- C. Approval to Support the City and County of San Francisco Litigation Against the Federal Government's Motion for Summary Judgment and a Permanent Nationwide Injunction Invalidating the Three Byrne JAG conditions (Notice of Local Inmates' Release Dates; Access to Local Jails to Conduct ICE Investigative Interviews; and 8 U.S.C. § 1373 Compliance), and Authorize and Direct the Mayor and City Attorney to Sign The Local Government Amicus Brief Supporting the Same on Behalf of the City of Arvin subject to review as to legal form by the City Attorney.
- D. Approval of Adoption of New City Planner and City Engineer Job Descriptions and Related Salary Step Schedule Updates.

Staff recommends approval of the Consent Agenda.

Motion to approve Consent Agenda Items 3A – 3D.

Motion Mayor Gurrola Second MPT Ortiz Vote 5-0

4. PUBLIC HEARING ITEM(S)

- A. (Utility Users Tax) Public Hearing to Consider Adoption of A Resolution of the City Council of the City of Arvin Calling An Election and Submitting to the Voters at the General Municipal Election to be Consolidated with the Statewide General Election Held on Tuesday, November 6, 2018, A Measure Relating to a Utility Users Tax and a Measure Relating to a Commercial Cannabis Tax and Requesting Consolidation with the County of Kern. (Finance Director)

Staff recommends approval of the Resolution.

Hearing opened.

No testimony.

Hearing closed.

Motion to approve the Resolution with addition of the following language as Section 3.19.100 to Exhibit A – AN ORDINANCE OF THE PEOPLE OF THE CITY OF ARVIN, CALIFORNIA APPROVING A TAX ON COMMERCIAL CANNABIS ACTIVITIES BY ADDING CHAPTER 3.19 (COMMERCIAL CANNABIS TAX) TO TITLE 3 (REVENUE AND FINANCE) OF THE ARVIN MUNICIPAL CODE:

Section 3.19.100. Oversight Committee.

The city council shall establish an oversight committee comprised of city residents to assist the City through advisory review of the expenditures of revenues from the cannabis tax.

Motion Mayor Gurrola Second MPT Ortiz Vote 4-1 (CM Madrigal voted No.)

Resolution No. 2018-54

(Resolution No. 2018-54 was also considered with Public Hearing Item 4B listed below and includes both Exhibits A considered as part of Agenda Public Hearing Item 4A and Exhibit B considered as part of Agenda Public Hearing Item 4B.)

- B.** (Commercial Cannabis Tax) Public Hearing to Consider Adoption of A Resolution of the City Council of the City of Arvin Calling An Election and Submitting to the Voters at the General Municipal Election to be Consolidated with the Statewide General Election Held on Tuesday, November 6, 2018, A Measure Relating to a Utility Users Tax and a Measure Relating to a Commercial Cannabis Tax and Requesting Consolidation with the County of Kern. (Finance Director)

Staff recommends approval of the Resolution.

Hearing opened.

No testimony.

Hearing closed.

Motion to approve the Resolution with addition of the following language as Section 3.14.280 to Exhibit B – AN ORDINANCE OF THE PEOPLE OF THE CITY OF ARVIN APPROVING ADDING CHAPTER 3.12 (UTILITY USERS TAX) OF TITLE 3 (REVENUE AND FINANCE) TO THE ARVIN MUNICIPAL CODE TO ENACT A UTILITY USERS TAX ON TELECOMMUNICATIONS, VIDEO, ELECTRICITY AND GAS:

3.14.280 Oversight Committee.

The city council shall establish an oversight committee comprised of city residents to assist the City through advisory review of the expenditures of revenues from the utility users tax.

Motion Mayor Gurrola Second MPT Ortiz Vote 5-0

Resolution No. 2018-54

(Resolution No. 2018-54 was also considered with Public Hearing Item 4A listed above and includes both Exhibits A considered as part of Agenda Public Hearing Item 4A and Exhibit B considered as part of Agenda Public Hearing Item 4B.)

5. CLOSED SESSION ITEM(S)

- A.** Public Employee - Appointment (Pursuant to Government Code §54957)

Title: City Manager

CLOSED SESSION REPORT BY MAYOR GURROLA:

No reportable action.

6. ADJOURNED @ 3:08PM

Respectfully submitted,

Cecilia Vela, City Clerk

REGULAR MEETING MINUTES

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

AUGUST 21, 2018

CALL TO ORDER @ 6:00PM

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL: Mayor Gurrola absent; All others present. CM Madrigal arrived late during Roll Call.

1. Approval of Agenda as To Form.

Motion to approve the agenda with the following changes:

- **Add Presentation Item 3B: Swearing In of New Police Officer Aldo Ornelas.**
- **Move Closed Session Item 9A to be considered after Action Item 6B.**
- **Move Public Hearing Item 5A to be considered after Closed Session Item 9A.**

Motion CM Robles Second CM Madrigal Vote 4-0

2. PUBLIC COMMENTS

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

3. PRESENTATION(S)

- A. PG&E Charitable Donation Program Funds to Arvin Historical Society. (Mayor Jose Gurrola)**
- B. Swearing In of New Police Officer, Aldo Ornelas
Cecilia Vela, City Clerk**

4. CONSENT AGENDA ITEM(S)

- A. Approval of Demand Register(s) of July 14, 2018 – August 16, 2018.**
- B. Approval of Payroll Register(s) of July 27, 2018 and August 10, 2018.**
- C. Approval of the Minutes of the Regular Meeting(s) of July 17, 2018.**

- D. Approval of A Resolution of the City Council of the City of Arvin Authorizing a Memorandum of Agreement between the Kern Council of Governments Acting as the Kern Motorist Aid Authority and the City of Arvin, and Authorizing Related Action.

Resolution No. 2018-55
Agreement No. 2018-18

- E. A Resolution of the City Council of the City of Arvin for the Acceptance of Improvements Within the Public Right-of-Way Within Tract 5816 Phase 9 and A Release of Subdivision Letter of Credit Less 10% as a Security for Maintenance Purposes for a Period of One Year.

Resolution No. 2018-56

- F. Approval of Task Order No. 1805 Pursuant to Section 2.4 of the Professional Services Agreement Entered Into Between the City of Arvin and DeWalt Corporation Dated September 1, 2017 for Design, Bid Support, and Construction Management Services for the Arvin Park and Ride Facility.

- G. Approval of Professional Services Agreement with Brian S. Haney for Investigation and Related Services and Authorize the City Manager to Execute the Same Subject to Approval as to Legal Form by the City Attorney.

Agreement No. 2018-19

- H. Approval of A Resolution of the City Council of the City of Arvin Approving An Agreement for A Spalding Asphalt Hot Patcher (Hotbox) between the City of Arvin and HGACBUY.

Resolution No. 2018-57
Agreement No. 2018-20

- I. Authorization for the Arvin Police Department to Apply For and Accept the Edward Byrne Memorial Justice Assistance Grant.

- J. Ratification of, and Authorization for, the City Manager to Execute an Indemnity Agreement (in Lieu of a Bond) to Chicago Title Insurance Company regarding the Unreconveyed Rowlands Deed of Trust (\$349,680) Necessary to Clear Title pursuant to the previously approved Purchase and Sale Agreement with Arvin Community Services District to sell a portion of APN 446-010-58 to a Fresh Water Well Site.

Staff recommends approval of the Consent Agenda.

Agreement No. 2018-21

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

Motion CM Robles

Second CM Madrigal

Vote 4-0

5. PUBLIC HEARING(S)

- A. A Public Hearing to Consider an Appeal of the Arvin Planning Commission Approval of Conditional Use Permit 2017-Petro Lud - Stockton Project - Oil and Gas Exploratory and Production Well -APN 189-351-36 Southwest Corner of Sycamore Road and Meyer Street, Establishment of a Ddrill Pad No Larger than 400'-0" X 400'-0" and Four (4) Exploratory Well Sites Which May Be Converted Into Production Wells and Adoption of a Related CEQA Exemption Findings Pursuant to the California Environmental Quality Act. (City Planner)

Staff recommends to open the hearing, allow for public testimony, close the hearing, and that the City Council affirm the Planning Commission decision of May 30, 2018 conditionally approving Conditional Use Permit 2017-Petro Lud -Stockton Project - Oil and Gas Exploratory and Production Well -APN 189-351-36 southwest corner of Sycamore Road and Meyer Street, establishment of a drill pad no larger than 400'-0" X 400'-0" and four (4) exploratory well sites which may be converted into production wells and adoption of a related CEQA exemption findings pursuant to the California Environmental Quality Act.

Above Public Hearing Item 5A considered after Closed Session Item 9A.

Hearing opened.

Public Testimony: 2 members of the public spoke in favor of denying the appeal and 3 members of the public spoke against denying the appeal.

Hearing closed.

Motion to deny the appeal and affirm the Planning Commission's decision of May 30, 2018 conditionally approving Conditional Use Permit 2017-Petro Lud - Stockton Project - Oil and Gas Exploratory and Production Well -APN 189-351-36 and return with a Resolution for the Council's consideration at the next Regular City Council Meeting.

Motion MPT Ortiz

Second CM Madrigal

Vote 4-0

6. ACTION ITEM(S)

- A. Consideration and Direction Regarding Resolutions to be Considered at the League of California Cities Annual Conference Business Meeting on September 14, 2018. (City Clerk)

1. A Resolution of the League of California Cities Calling Upon the League to Respond to the Increasing Vulnerabilities to Local Municipal Authority, Control and Revenue and Explore the Preparation of A Ballot Measure and/or Constitutional Amendment that Would Further Strengthen Local Democracy and Authority.
2. A Resolution of the League of California Cities Declaring Its Commitment to Support the Repeal of Preemption in California Food and Agriculture Code § 11501.1 that Prevents Local Governments from Regulating Pesticides.

Staff recommends that the Council consider the two Resolutions and determine the City's position so that the Voting Delegate can represent the City's position for these Resolution at the Business Meeting.

Motion to authorize the Voting Delegate to vote in favor of Resolution #1 to be considered at the League of California Cities Annual Conference Business Meeting on September 14, 2018.

Motion MPT Ortiz Second CM Robles Vote 4-0

Motion to authorize the Voting Delegate to vote in favor of Resolution #2 to be considered at the League of California Cities Annual Conference Business Meeting on September 14, 2018.

Motion MPT Ortiz Second CM Madrigal Vote 4-0

B. Consideration and Acceptance of Annual Financial Audit for the Period Ending June 30, 2017 and Related Single Audit. (Finance Director)

Staff recommends to accept and file the following reports:

1. Independent Auditors' Report and Basic Financial Statements for the Year Ended June 30, 2017.
2. Report on Internal Control Over Financial Reporting and On Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards for the Year Ended June 30, 2017 (Federal Single Audit).
3. City of Arvin's Corrective Action Plan to item (2) above.
4. Auditors' Communication on Engagement dated July 31, 2018.

Motion to accept and file all reports as listed above.

Motion CM Madrigal Second CM Martinez Vote 4-0

7. STAFF REPORTS

- A. Monthly Financial Report – June 2018 (Finance Director)

8. COUNCIL MEMBER COMMENTS

9. CLOSED SESSION ITEM(S)

- A. Conference with Legal Counsel: Anticipated Litigation (Pursuant to Government Code § 54956.9(d)(4)
Two Potential Cases

Above Closed Session Item 9A considered after Item 6B. No reportable action.

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

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

D. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Pursuant to Government Code § 54956.9(d)(1))
Ronald Austin v. Arvin Police Department, et al., Kern County Superior Court
Case No. BCV-18-101803

**CLOSED SESSION REPORT BY CITY ATTORNEY:
Items 9B, 9C, & 9D: No reportable action.**

10. ADJOURNED @ 11:36pm

Respectfully submitted,

Cecilia Vela, City Clerk

DRAFT



CITY OF ARVIN
Staff Report

Meeting Date: September 4, 2018

TO: City Council

FROM: Adam Ojeda, City Engineer
Jerry Breckinridge, Interim City Manager

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN APPROVING THE SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ARVIN AND THE DEWALT CORPORATION FOR CITY ENGINEER SERVICES

BACKGROUND:

The City of Arvin entered into a professional services agreement with DeWalt Corporation (DWC) on September 1st of 2017 for general engineering and survey services following the termination of their agreement with the previous engineering consultant for the same services. At the time, the intent of this agreement was going to be on an interim basis while the City of Arvin advertised a request for proposals and qualifications (RFP/RFQ) for a long-term agreement for the same services. As such, the maximum term of the agreement was intended to be one year, and the contract sum was \$15,000.00. At the time that the agreement was executed, the hope was that the RFP/RFQ process would take approximately 2 months. This process has yet to be completed to date.

At this time, it is understood that the City has decided to create a new City Engineer position within the City and will soon advertise the position. The interim agreement is now in its 12th month. The agreement was amended for the first time after approval by Council at the Council meeting of May 1st of 2018 to authorize additional funds to account for the original contract amount having been exceeded and to allow for additional funds for work over a few months including May and beyond. Since that time, monthly invoices have been fairly regular and ranging between \$8,500 and \$9,900 each month. The revised contract amount was set at \$92,000 at the May 1st Council meeting and was exceeded by the end of July with total billings coming in at \$97,571.54. Prior to exceeding the amount authorized, DeWalt provided approximately a one month notice to Arvin. DWC has been advised to create a new Council item for a second amendment to account for several months in the future.

As stated, the City has been invoiced to date in the amount of \$97,571.54 through the end of July of 2018. In light of the uncertainty of when the City may have a new City Engineer on staff, it is advised that a new amendment should account for the next 6 months at approximately \$10,000 per month considering the upper limit of what has been invoiced in recent months. Such an amendment will account for the billings to come in the current month and shall cover a period of time running approximately through the end of January of 2019. The revised budget for general engineering services would therefore be \$152,000. It is anticipated that there will likely be some overlap services required of DWC following the hiring of a new City Engineer.

In coordinating with City Staff, it is understood that the most appropriate action to accomplish this would be to formally amend section 2.1 of the agreement. Therefore, a proposed second amendment to the professional services agreement is attached to this report in addition to a resolution for consideration and approval by the City Council.

FINANCIAL IMPACT:

Additional general funds shall pay for time and materials not to exceed \$60,000.00 which accounts for a revised contract sum of \$152,000.00.

RECOMMENDATION:

Staff recommends the approval of the Resolution approving the second amendment to the professional services agreement between DeWalt Corporation and the City of Arvin.

ATTACHMENTS:

Resolution

Second Amendment to Professional Services Agreement between City of Arvin and DeWalt Corporation

Financial Spreadsheet

Original Executed PSA

First Amendment to PSA

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN APPROVING THE SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ARVIN AND THE DEWALT CORPORATION FOR CITY ENGINEER SERVICES

WHEREAS, the City of Arvin (“City”) and the DeWalt Corporation (“DeWalt”) entered into that certain Professional Services Agreement dated on or about September 1, 2017 (“Agreement”) whereby DeWalt agreed to provide City Engineering Services; and

WHEREAS, a first amendment to said agreement was approved by the City Council on May 1, 2018; and

WHEREAS, City and DeWalt now desire to amend the Agreement for a second time.

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

Section 1: The foregoing recitals are true and correct.

Section 2: The City Council of the City of Arvin approves the “Second Amendment To Professional Services Agreement” attached as Exhibit “A,” and authorizes the Mayor or City Manager to execute the same on behalf of the City of Arvin subject to approval as to legal form by the City Attorney.

Section 3: The City Council finds that this approval is in the best interests of the City of Arvin.

Section 4: This resolution shall be effective upon adoption.

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 4th day of September, 2018 by the following vote:

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.

AGREEMENT NO. _____

**CITY OF ARVIN
SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
(CITY ENGINEERING SERVICES)**

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (herein "Second Amendment") is made and entered into this ____ day of _____, 2018, by and between the CITY OF ARVIN, a California municipal corporation herein ("City") and DeWalt Corporation, a California corporation herein ("Consultant").

R E C I T A L S

- A. The parties entered into a Professional Services Agreement dated September 1, 2017 ("Agreement") for the provision of engineering services; and
- B. The parties executed a First Amendment to the Professional Services Agreement dated October 19, 2017.
- C. The parties now desire to enter into this Second Amendment to amend the Agreement to updated the Contract Sum and to clarify that general services may be authorized by Task Order.

A G R E E M E N T

In consideration of the foregoing Recitals and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and Consultant agree as follows:

1. Section 2.1 of the Agreement, as amended, is further amended to read in entirety as follows:
 - 2.1 Contract Sum. Subject to any limitations set forth in this Agreement, the City agrees to pay consultant in the amounts specified within Exhibit "A" attached hereto and incorporated herein by reference, but not exceeding the maximum contract amount of One Hundred Fifty Two Thousand Dollars and Zero Cents (\$152,000.00) ("Contract Sum"), unless additional compensation is approved pursuant to Section 2.3. For a period of three (3) years from the effective date of this Agreement, the Contractor shall provide the City at a ten (10%) percent discounted rate from the rates and fees set forth in Exhibit "A".
2. Incorporated Provisions. A copy of the Agreement (Exhibit A), and the First Amendment (Exhibit B) is attached hereto and, except as otherwise amended in this Second Amendment, are incorporated as though set forth in full herein.
3. Full Force and Effect. Except as expressly provided in this Second Amendment, all other

terms and conditions of the Agreement shall remain in full force and effect.

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

CITY:

CITY OF ARVIN, a municipal corporation

R. Jerry Breckinridge, Interim City Manager

ATTEST:

Cecilia Vela, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Shannon L. Chaffin, City Attorney

CONSULTANT:

Jeffery R. Gutierrez, President

Michael Todd Wood, Director of Engineering

Two signatures are required if a corporation.

NOTE: CONSULTANT’S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT’S BUSINESS ENTITY.

[END OF SIGNATURES]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF KERN

On _____, 2018 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER _____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
<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 _____ _____	_____ NUMBER OF PAGES
	_____ DATE OF DOCUMENT

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

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF KERN

On _____, 2017 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER _____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
<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 _____ _____	_____ NUMBER OF PAGES
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____ SIGNER(S) OTHER THAN NAMED ABOVE



2017-2018 PROJECT SHEET

Proj. #: **17-142**

Project: **General Engineering**

Project Lead: **Adam Ojeda**

Dept.: **Engineering**

BREAKDOWN OF PROJECT COST AND FUNDING SOURCES

Cost Summary	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Future Yrs	TOTAL
Engineering Task Order 1713	\$15,000						\$15,000
Engineering Task Order 1803	\$5,900						\$5,900
First Amendment to PSA	\$71,100						\$71,100
Second Amendment to PSA		\$60,000					\$60,000
							\$0
TOTAL COST	\$92,000	\$60,000	\$0	\$0	\$0	\$0	\$152,000

Funding Source(s)	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Future Yrs	TOTAL
General Funds	\$92,000	\$60,000					\$152,000
							\$0
TOTAL FUNDING SOURCES	\$92,000	\$60,000	\$0	\$0	\$0	\$0	\$152,000

1. Briefly Describe and provide justification for this Capital Project Request.
 This is not a capital improvement project.

2. Describe the project status and completed work.
 General engineering work is performed on an on-call basis.

3. Describe any anticipated grants related to the project.
 n/a

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

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

Map and/or pictures of Project/Project Area

AGREEMENT NO. 2018-11**CITY OF ARVIN
FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
(CITY ENGINEERING SERVICES)**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (herein "First Amendment") is made and entered into this 19th day of October, 2018, by and between the CITY OF ARVIN, a California municipal corporation herein ("City") and DeWalt Corporation, a California corporation herein ("Consultant").

RECITALS

- A. The parties entered into a Professional Services Agreement dated September 1, 2017 ("Agreement") for the provision of engineering services; and
- B. The parties now desire to enter into this First Amendment to amend the Agreement to update the Contract Sum and to clarify that general services may be authorized by Task Order.

AGREEMENT

In consideration of the foregoing Recitals and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and Consultant agree as follows:

1. Section 2.1 of the Agreement is amended to read in entirety as follows:
 - 2.1 Contract Sum. Subject to any limitations set forth in this Agreement, the City agrees to pay consultant in the amounts specified within Exhibit "A" attached hereto and incorporated herein by reference, but not exceeding the maximum contract amount of Ninety One Thousand, Nine Hundred and Twenty Five Dollars and Three Cents (\$91,925.03) ("Contract Sum"), unless additional compensation is approved pursuant to Section 2.3. For a period of three (3) years from the effective date of this Agreement, the Consultant shall charge the City at a ten (10%) percent discounted rate from the rates and fees set forth in Exhibit "A".
2. Section 2.3 of the Agreement is amended to read in its entirety as follows:
 - 2.3 Additional Services. The City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to five percent

(5%) of the Contract Sum or twenty-five thousand dollars (\$25,000.00), whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by majority vote of the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in Exhibit "A" or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to Exhibit "A" may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor, unless a Task Order is approved in writing by the City Council. A Task Order approved by writing by the City Council may also be used to amend the Contract Sum.

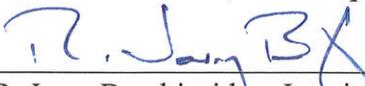
3. Incorporated Provisions. A copy of the Agreement (Exhibit A) is attached hereto and, except as otherwise amended in this Second Amendment, are incorporated as though set forth in full herein.

4. Full Force and Effect. Except as expressly provided in this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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

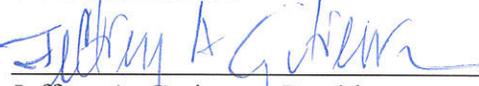
CITY:

CITY OF ARVIN, a municipal corporation



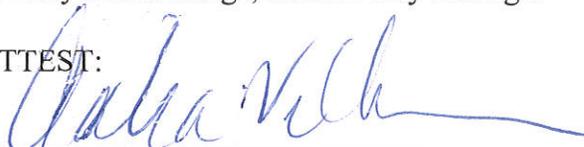
R. Jerry Breckinridge, Interim City Manager

CONSULTANT:



Jeffery A. Gutierrez, President

ATTEST:



Cecilia Vela, City Clerk



Michael Todd Wood, Director of Engineering

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP



Shannon Chaffin, City Attorney

Two signatures are required if a corporation.

NOTE: CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

[END OF SIGNATURES]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF KERN

On 5-8-18, 2018 before me, Salvador Alvarez ^{NOTARY public}, personally appeared JEFFREY ALFRED GUTIERREZ ^{MICHAEL TODD WOOD}, 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

- INDIVIDUAL
 - CORPORATE OFFICER
- _____
- TITLE(S)

TITLE OR TYPE OF DOCUMENT

- PARTNER(S) LIMITED
- GENERAL

NUMBER OF PAGES

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER _____

DATE OF DOCUMENT

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

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF KERN

On _____, 2018 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER _____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
<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 _____ _____	_____ NUMBER OF PAGES
	_____ DATE OF DOCUMENT

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

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
PROFESSIONAL SERVICES AGREEMENT

CITY OF ARVIN
PROFESSIONAL SERVICES AGREEMENT FOR

THIS PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made and entered into this 1st day of Sept., 2017, by and between the CITY OF ARVIN, a California municipal corporation herein ("City") and DeWalt Corporation, a California corporation herein ("Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth within Exhibit "A" attached hereto and incorporated herein by reference. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by similar firms performing similar work in the same geographic area (California Central Valley) under similar circumstances.

Consultant agrees that during the term of this Agreement either the person designated as the City Engineer or the Assistant City Engineer in this Agreement shall attend all regular meetings of the Arvin City Council, at no charge to the City, unless attendance is excused by the City Manager.

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

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

1.4 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

1.5 Prevailing Wage. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations,

Title 8, Section 1600, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “Public Works” and “Maintenance” projects. If the Services are being performed as part of an applicable “Public Works” or “Maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is one thousand dollars (\$1,000.00) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

2. COMPENSATION

2.1 Contract Sum. Subject to any limitations set forth in this Agreement, the City agrees to pay consultant in the amounts specified within Exhibit “A” attached hereto and incorporated herein by reference, but not exceeding the maximum contract amount of \$15,000.00 Dollars, (“Contract Sum”), unless additional compensation is approved pursuant to Section 2.3. For City funded Task Order projects, for a period of three (3) years from the effective date of this Agreement, the Consultant shall charge the City at a fifteen (15%) percent discounted rate from the rates and fees set forth in Exhibit “A”.

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

The City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed, the City will use its best efforts to cause Consultant to be paid subject to the limitations established in Exhibit “A” within thirty (30) days of receipt of Consultant’s correct and undisputed invoice; however, Consultant acknowledges and agrees that due to the City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by the City, the original invoice shall be returned by the City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or pursuant to any applicable ordinances, resolutions, statutes, rules, and/or regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

2.3 Additional Services. The City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Agreement Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to five percent (5%) of the Agreement Sum or twenty-five thousand dollars (\$25,000.00), whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by majority vote of the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in Exhibit "A" or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to Exhibit "A" may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor, unless a Task Order is approved in writing by the City Council.

2.4 Task Orders.

- (a) The City shall assign to Consultant specific projects through issuance of Task Orders in the form set forth by the City Manager.
- (b) After the City identifies a project to be performed under this Agreement, the City shall prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a City Project Coordinator. The City will deliver the draft Task Order to the Consultant for review. The Consultant shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached between the City Staff and the Consultant on the negotiable items and total cost and the City Council has approved same; the finalized Task Order shall be signed by both the City and the Consultant.
- (c) Unless otherwise specified in the Consultant's Cost Estimate approved by the City, the Consultant shall be reimbursed for hours worked at the rates specified in Exhibit "A", subject to any applicable discounts set forth in Exhibit "A". The specified hourly rates shall include direct salary costs, employee benefits, overhead and fee.
- (d) In addition, unless otherwise specified in the Consultant's Cost Estimate approved by the City, the Consultant shall be reimbursed for incurred direct costs other than salary costs, and other costs at the rates and amounts set forth in Exhibit "A", subject to any applicable discounts set forth in Exhibit "A".
- (e) Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal contained in the Task Order.

- (f) When milestone cost estimates are included in the approved Cost Proposal, the Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Officer before exceeding such estimate.
- (g) Progress payments and reimbursements shall be made in accordance with this Agreement.
- (h) A Task Order is of no force or effect until returned to the City, approved by the City Council and signed by an authorized representative of the City. No expenditures are authorized on a Task Order Project and work shall not commence until a Task Order for that project has been properly approved and executed by the City.
- (i) The total amount payable by the City for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized in writing by the City Council.
- (j) The total amount payable by the City for any Task Order resulting from this Agreement, shall not exceed one hundred thousand dollars (\$100,000.00). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through a Task Order(s).
- (k) All subcontracts in excess of twenty-five thousand dollars (\$25,000.00) shall contain the above provisions.

2.5 Projects Funded with State or Federal Funds. For any projects assigned to Consultant that are funded with State and/or Federal funds, Consultant agrees to comply with any other terms upon which the award of the funds are conditioned.

2.6 Inspection and Acceptance of Projects. City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. The City shall reject or accept Consultant's work within forty-five (45) days after submission. The City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. The City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any work by the City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to those sections pertaining to indemnification and insurance, respectively.

2.7 Further Responsibilities of the Parties. The Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement, and to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. No party shall be responsible for the service of the other unless specified herein.

3. PERFORMANCE SCHEDULE

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

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

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

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance attached hereto as Exhibit "C".

4. COORDINATION OF WORK

4.1 Representative of Consultant. Michael Todd Wood is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. The following principals of Consultant (Principals) are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

City Engineer	Adam Ojeda, RCE
Assistant City Engineer	Michael Todd Wood, RCE
City Surveyor	Aaron Byrd, PLS

Assistant City Surveyor	Jeffrey Gutierrez, PLS
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It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for the City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of the City. Additionally, Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subConsultants, if any, assigned to perform the services required under this Agreement. Consultant shall notify the City of any changes in Consultant’s staff and subConsultants, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Contract Officer. The City Manager, or his/her designee, is hereby designated as being the representative City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith (“Contract Officer”). The City Manager shall have the right to designate another Contract Officer by providing written notice to Consultant.

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

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent Consultant of the City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the City, or that it is a member of a joint enterprise with the City. Consultant shall have no authority to bind the City in any manner, and expressly waives any benefits that may otherwise accrue to the City’s employees.

5. INSURANCE AND INDEMNIFICATION

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

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than one million dollars (\$1,000,000.00) per occurrence or if a general

aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

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

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of one hundred thousand dollars (\$100,000.00) per person and three hundred thousand (\$300,000.00) per occurrence and property damage liability limits of one hundred fifty thousand dollars (\$150,000.00) per occurrence or (ii) combined single limit liability of one million dollars (\$1,000,000.00). Said policy shall include coverage for owned, non-owned, leased and hired cars.

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

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

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

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by the City or its officers, employees or agents shall apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing ten (10) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with

Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. The City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to the City. At the option of the City, either the insurer shall reduce or eliminate any deductibles or self-insured retentions as respect to the City.

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

5.2 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, subConsultants, 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.

5.3 Performance Bond. Concurrently with execution of this Agreement, and if required in Exhibit "B", Consultant shall deliver to City performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Consultant promptly and faithfully performs all terms and conditions of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

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

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

6.3 Confidentiality and Release of Information.

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

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

(c) If Consultant provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

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

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

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

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

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to

Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

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

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

7.6 Retention of Funds. Consultant hereby authorizes the City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate the City for any losses, costs, liabilities, or damages suffered by the City, and (ii) all amounts for which the City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, the City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of the City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect the City as elsewhere provided herein.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color creed, religion, sex, 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.

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, at City of Arvin, 200 Campus Drive, California 93203 and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement.

8.4 Integration and Amendment. This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. 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. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void. Consultant further agrees and shall comply with all statutes and precedent governing contracting with a public agency such as the City.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such

invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

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

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

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

8.9 Conflict of Interest. Consultant covenants that neither it, nor any officer, principal or employees of its firm, has or shall acquire an interest that would conflict in any manner with the interests of the City or which would in any way hinder Consultant's performance of services under this Agreement.

8.10 Unauthorized Aliens. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

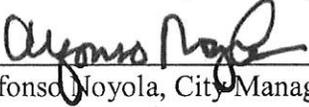
8.11 Counterparts. This Agreement may be executed in counterparts, including by electronically transmitted signature, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.12 Voluntary Agreement. Consultant and the City each represent that they have read this Agreement in full and understand and voluntarily agree to all provisions herein. The parties further declare that prior to signing this Agreement they each had the opportunity to apprise themselves of relevant information, through sources of their own selection, including

consultation with legal counsel of their choosing if desired, in deciding whether to execute this Agreement.

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

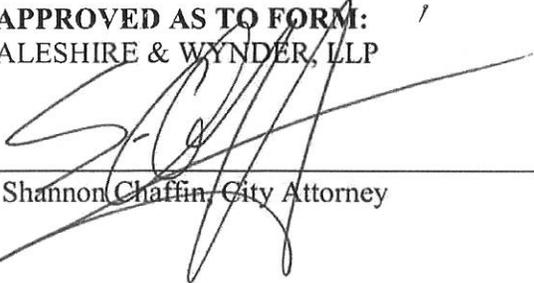
CITY:
CITY OF ARVIN, a municipal corporation



Alfonso Noyola, City Manager

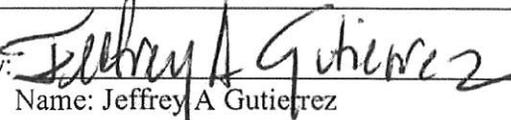
ATTEST:


Cecilia Vela, City Clerk

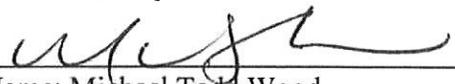
APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP


Shannon Chaffin, City Attorney

CONSULTANT:

By: 

Name: Jeffrey A Gutierrez
Title: President

By: 

Name: Michael Todd Wood
Title: Director of Engineering

Address: 1930 22nd Street

Bakersfield, CA 93301

Two signatures are required if a corporation.

NOTE: CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

[END OF SIGNATURES]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF KERN

On 8/31, 2017 before me, Lidia Aranda, Notary Public, personally appeared Jeffrey A. Coutierre, 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: [Handwritten 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

- Individual checkboxes: INDIVIDUAL, CORPORATE OFFICER, TITLE(S)

TITLE OR TYPE OF DOCUMENT

- Partner checkboxes: PARTNER(S), LIMITED, GENERAL

NUMBER OF PAGES

- Other checkboxes: ATTORNEY-IN-FACT, TRUSTEE(S), GUARDIAN/CONSERVATOR, OTHER

DATE OF DOCUMENT

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

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF KERN

On 8/31, 2017 before me, Lidia Aranda, Notary Public, personally appeared Michael Todd Wood, 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/het/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: [Handwritten 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

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NUMBER OF PAGES

- Other checkboxes: ATTORNEY-IN-FACT, TRUSTEE(S), GUARDIAN/CONSERVATOR, OTHER

DATE OF DOCUMENT

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

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES AND SCHEDULE OF COMPENSATION



2017 Fee Schedule

OFFICE

Forensic Research/Expert Testimony	\$	235.00	per hour
Principal Engineer	\$	175.00	per hour
Registered Civil Engineer	\$	150.00	per hour
Licensed Land Surveyor	\$	150.00	per hour
Staff Engineer	\$	125.00	per hour
Engineering Technician	\$	115.00	per hour
Draftsperson	\$	95.00	per hour
Qualified SWPPP Developer	\$	135.00	per hour
Qualified SWPPP Practitioner	\$	120.00	per hour
SWPPP Technician	\$	95.00	per hour
Senior 3D Modeling Technician	\$	125.00	per hour
3D Modeling Technician	\$	110.00	per hour
Project Administrator	\$	120.00	per hour
Clerical	\$	75.00	per hour

FIELD

3-Man Survey Crew	\$	230.00	per hour
2-Man Survey Crew	\$	210.00	per hour
1-Man Survey Crew	\$	130.00	per hour
GIS Attribute Collection	\$	150.00	per hour
Construction Inspection	\$	120.00	per hour
Construction Field Manager	\$	115.00	per hour
Survey Coordinator	\$	115.00	per hour
Survey Technician	\$	95.00	per hour
3D Laser Scanning Crew	\$	220.00	per hour

Miscellaneous/Reimbursables

All Terrain Vehicle & Trailer	\$	75.00	per hour per day/per
H2S Monitor	\$	10.00	man
Outside Consultant			Actual cost
Materials/Reproduction			Cost plus 10%
Fees, Permits, Etc.			Cost plus 10%
Subsistence	\$75.00		per person/per day
Travel (hotel)			Cost plus 10%
Mileage		\$0.90	per vehicle/per mile
Courier			employees hourly rate + Mileage

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

EXHIBIT "C"

SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services timely in accordance with the following schedule:

		<u>Days to Perform</u>	<u>Deadline Date</u>
A.	Task A	_____	_____
B.	Task B	_____	_____
C.	Task C	_____	_____

II. Consultant shall deliver the following tangible work products to the City by the following dates.

- A.
- B.
- C.

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

CITY OF ARVIN PROFESSIONAL SERVICES AGREEMENT FOR

THIS PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made and entered into this 13th day of Sept., 2017, by and between the CITY OF ARVIN, a California municipal corporation herein ("City") and DeWalt Corporation, a California corporation herein ("Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth within Exhibit "A" attached hereto and incorporated herein by reference. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by similar firms performing similar work in the same geographic area (California Central Valley) under similar circumstances.

Consultant agrees that during the term of this Agreement either the person designated as the City Engineer or the Assistant City Engineer in this Agreement shall attend all regular meetings of the Arvin City Council, at no charge to the City, unless attendance is excused by the City Manager.

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

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

1.4 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

1.5 Prevailing Wage. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations,

Title 8, Section 1600, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “Public Works” and “Maintenance” projects. If the Services are being performed as part of an applicable “Public Works” or “Maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is one thousand dollars (\$1,000.00) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

2. COMPENSATION

2.1 Contract Sum. Subject to any limitations set forth in this Agreement, the City agrees to pay consultant in the amounts specified within Exhibit “A” attached hereto and incorporated herein by reference, but not exceeding the maximum contract amount of \$15,000.00 Dollars, (“Contract Sum”), unless additional compensation is approved pursuant to Section 2.3. For City funded Task Order projects, for a period of three (3) years from the effective date of this Agreement, the Consultant shall charge the City at a fifteen (15%) percent discounted rate from the rates and fees set forth in Exhibit “A”.

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

The City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed, the City will use its best efforts to cause Consultant to be paid subject to the limitations established in Exhibit “A” within thirty (30) days of receipt of Consultant’s correct and undisputed invoice; however, Consultant acknowledges and agrees that due to the City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by the City, the original invoice shall be returned by the City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or pursuant to any applicable ordinances, resolutions, statutes, rules, and/or regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

2.3 Additional Services. The City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Agreement Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to five percent (5%) of the Agreement Sum or twenty-five thousand dollars (\$25,000.00), whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by majority vote of the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in Exhibit "A" or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to Exhibit "A" may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor, unless a Task Order is approved in writing by the City Council.

2.4 Task Orders.

- (a) The City shall assign to Consultant specific projects through issuance of Task Orders in the form set forth by the City Manager.
- (b) After the City identifies a project to be performed under this Agreement, the City shall prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a City Project Coordinator. The City will deliver the draft Task Order to the Consultant for review. The Consultant shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached between the City Staff and the Consultant on the negotiable items and total cost and the City Council has approved same; the finalized Task Order shall be signed by both the City and the Consultant.
- (c) Unless otherwise specified in the Consultant's Cost Estimate approved by the City, the Consultant shall be reimbursed for hours worked at the rates specified in Exhibit "A", subject to any applicable discounts set forth in Exhibit "A". The specified hourly rates shall include direct salary costs, employee benefits, overhead and fee.
- (d) In addition, unless otherwise specified in the Consultant's Cost Estimate approved by the City, the Consultant shall be reimbursed for incurred direct costs other than salary costs, and other costs at the rates and amounts set forth in Exhibit "A", subject to any applicable discounts set forth in Exhibit "A".
- (e) Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal contained in the Task Order.

- (f) When milestone cost estimates are included in the approved Cost Proposal, the Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Officer before exceeding such estimate.
- (g) Progress payments and reimbursements shall be made in accordance with this Agreement.
- (h) A Task Order is of no force or effect until returned to the City, approved by the City Council and signed by an authorized representative of the City. No expenditures are authorized on a Task Order Project and work shall not commence until a Task Order for that project has been properly approved and executed by the City.
- (i) The total amount payable by the City for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized in writing by the City Council.
- (j) The total amount payable by the City for any Task Order resulting from this Agreement, shall not exceed one hundred thousand dollars (\$100,000.00). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through a Task Order(s).
- (k) All subcontracts in excess of twenty-five thousand dollars (\$25,000.00) shall contain the above provisions.

2.5 Projects Funded with State or Federal Funds. For any projects assigned to Consultant that are funded with State and/or Federal funds, Consultant agrees to comply with any other terms upon which the award of the funds are conditioned.

2.6 Inspection and Acceptance of Projects. City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. The City shall reject or accept Consultant's work within forty-five (45) days after submission. The City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. The City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any work by the City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to those sections pertaining to indemnification and insurance, respectively.

2.7 Further Responsibilities of the Parties. The Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement, and to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. No party shall be responsible for the service of the other unless specified herein.

3. PERFORMANCE SCHEDULE

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

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

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

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance attached hereto as Exhibit "C".

4. COORDINATION OF WORK

4.1 Representative of Consultant. Michael Todd Wood is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. The following principals of Consultant (Principals) are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

City Engineer	Adam Ojeda, RCE
Assistant City Engineer	Michael Todd Wood, RCE
City Surveyor	Aaron Byrd, PLS

Assistant City Surveyor	Jeffrey Gutierrez, PLS
-------------------------	------------------------

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for the City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of the City. Additionally, Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subConsultants, if any, assigned to perform the services required under this Agreement. Consultant shall notify the City of any changes in Consultant’s staff and subConsultants, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Contract Officer. The City Manager, or his/her designee, is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith (“Contract Officer”). The City Manager shall have the right to designate another Contract Officer by providing written notice to Consultant.

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

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent Consultant of the City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the City, or that it is a member of a joint enterprise with the City. Consultant shall have no authority to bind the City in any manner, and expressly waives any benefits that may otherwise accrue to the City’s employees.

5. INSURANCE AND INDEMNIFICATION

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

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than one million dollars (\$1,000,000.00) per occurrence or if a general

Attachment: Professional Services Agreement Engineering Dated Sept 1, 2017 (Second Amendment to PSA with DeWalt Corp for Engineering

aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

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

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of one hundred thousand dollars (\$100,000.00) per person and three hundred thousand (\$300,000.00) per occurrence and property damage liability limits of one hundred fifty thousand dollars (\$150,000.00) per occurrence or (ii) combined single limit liability of one million dollars (\$1,000,000.00). Said policy shall include coverage for owned, non-owned, leased and hired cars.

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

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

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

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by the City or its officers, employees or agents shall apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing ten (10) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with

Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. The City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to the City. At the option of the City, either the insurer shall reduce or eliminate any deductibles or self-insured retentions as respect to the City.

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

5.2 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, subConsultants, 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.

5.3 Performance Bond. Concurrently with execution of this Agreement, and if required in Exhibit "B", Consultant shall deliver to City performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Consultant promptly and faithfully performs all terms and conditions of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

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

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

6.3 Confidentiality and Release of Information.

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

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

(c) If Consultant provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

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

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

7. **ENFORCEMENT OF AGREEMENT AND TERMINATION**

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

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to

Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

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

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

7.6 Retention of Funds. Consultant hereby authorizes the City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate the City for any losses, costs, liabilities, or damages suffered by the City, and (ii) all amounts for which the City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, the City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of the City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect the City as elsewhere provided herein.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color creed, religion, sex, 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.

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, at City of Arvin, 200 Campus Drive, California 93203 and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement.

8.4 Integration and Amendment. This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. 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. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void. Consultant further agrees and shall comply with all statutes and precedent governing contracting with a public agency such as the City.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such

invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

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

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

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

8.9 Conflict of Interest. Consultant covenants that neither it, nor any officer, principal or employees of its firm, has or shall acquire an interest that would conflict in any manner with the interests of the City or which would in any way hinder Consultant's performance of services under this Agreement.

8.10 Unauthorized Aliens. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

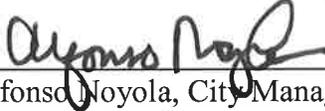
8.11 Counterparts. This Agreement may be executed in counterparts, including by electronically transmitted signature, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.12 Voluntary Agreement. Consultant and the City each represent that they have read this Agreement in full and understand and voluntarily agree to all provisions herein. The parties further declare that prior to signing this Agreement they each had the opportunity to apprise themselves of relevant information, through sources of their own selection, including

consultation with legal counsel of their choosing if desired, in deciding whether to execute this Agreement.

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

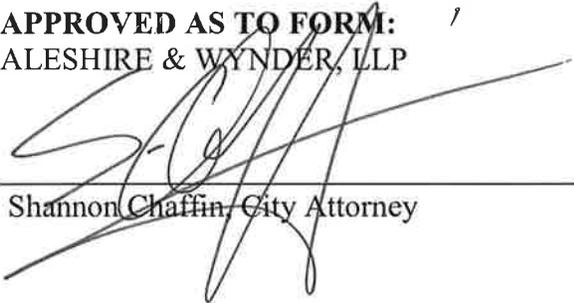
CITY:
CITY OF ARVIN, a municipal corporation



Alfonso Noyola, City Manager

ATTEST:


Cecilia Vela, City Clerk

APPROVED AS TO FORM: /
ALESHIRE & WYNDER, LLP


Shannon Chaffin, City Attorney

CONSULTANT:

By: 
Name: Jeffrey A Gutierrez
Title: President

By: 
Name: Michael Todd Wood
Title: Director of Engineering

Address: 1930 22nd Street
Bakersfield, CA 93301

Two signatures are required if a corporation.

NOTE: CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

[END OF SIGNATURES]

EXHIBIT "A"

SCOPE OF SERVICES AND SCHEDULE OF COMPENSATION



2017 Fee Schedule

OFFICE

Forensic Research/Expert Testimony	\$	235.00	per hour
Principal Engineer	\$	175.00	per hour
Registered Civil Engineer	\$	150.00	per hour
Licensed Land Surveyor	\$	150.00	per hour
Staff Engineer	\$	125.00	per hour
Engineering Technician	\$	115.00	per hour
Draftsperson	\$	95.00	per hour
Qualified SWPPP Developer	\$	135.00	per hour
Qualified SWPPP Practitioner	\$	120.00	per hour
SWPPP Technician	\$	95.00	per hour
Senior 3D Modeling Technician	\$	125.00	per hour
3D Modeling Technician	\$	110.00	per hour
Project Administrator	\$	120.00	per hour
Clerical	\$	75.00	per hour

FIELD

3-Man Survey Crew	\$	230.00	per hour
2-Man Survey Crew	\$	210.00	per hour
1-Man Survey Crew	\$	130.00	per hour
GIS Attribute Collection	\$	150.00	per hour
Construction Inspection	\$	120.00	per hour
Construction Field Manager	\$	115.00	per hour
Survey Coordinator	\$	115.00	per hour
Survey Technician	\$	95.00	per hour
3D Laser Scanning Crew	\$	220.00	per hour

Miscellaneous/Reimbursables

All Terrain Vehicle & Trailer	\$	75.00	per hour per day/per
H2S Monitor	\$	10.00	man
Outside Consultant			Actual cost
Materials/Reproduction			Cost plus 10%
Fees, Permits, Etc.			Cost plus 10%
Subsistence		\$75.00	per person/per day
Travel (hotel)			Cost plus 10%
Mileage		\$0.90	per vehicle/per mile
Courier			employees hourly rate + Mileage

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

EXHIBIT "C"

SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services timely in accordance with the following schedule:

		<u>Days to Perform</u>	<u>Deadline Date</u>
A.	Task A	_____	_____
B.	Task B	_____	_____
C.	Task C	_____	_____

II. Consultant shall deliver the following tangible work products to the City by the following dates.

- A.**
- B.**
- C.**

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.



CITY OF ARVIN Staff Report

Meeting Date: September 4, 2018

TO: City Council

FROM: Adam Ojeda, City Engineer
Jerry Breckinridge, Interim City Manager

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN APPROVING THE PROPOSED CHANGES FOR THE SYCAMORE DRAINAGE PROJECT AND AUTHORIZING THE CITY MANAGER TO SIGN AND EXECUTE CHANGE ORDERS

BACKGROUND:

The Sycamore Drainage Project was awarded to JT2 Inc. dba Todd Companies (Todd) at the regular council meeting of May 16, 2017. At that time, staff determined that the funds available were sufficient to only award the base bid and additive alternate “A” to the contractor, and alternates “B” through “E” were not awarded. At that time, the contract value was set at \$2,873,472.68 with a 10% contingency fund in the amount of \$287,347.27 to be used, on an as needed basis for additional work items that presented themselves during construction, also known as “change orders”.

This project is entirely funded by an Integrated Regional Water Management Program (IRWMP) Grant through California Proposition 84 and administered by the Department of Water Resources. Since this grant was awarded to the City in 2014, the City has been working with its engineering staff and Provost & Pritchard whom have been managing the grant, and are responsible for the design of the project.

Although the work was awarded in May of 2017, the work did not actually begin until late February of 2018 due to material procurement delays, and the project has been ongoing since that time. At this time, the project is approximately 65% complete based on the amount billed toward the base bid amount. As the project has progressed, various additional work items have been identified, the costs to do those work items have been negotiated, and change orders have been executed between the Contractor, City Engineer, and City Manager in accordance with the contract documents. Some of the work in question has been completed in an effort to keep the project on schedule. Other work items have been agreed to between City Staff and the Contractor, but have not been completed to date.

Per contract section 1.10 (b), it is necessary to request and receive approval from City Council for any changes above 10% of the total contract price or in the amount of \$25,000 or more, whichever is less. This report is intended to give the City Council a full current accounting of the change orders that have been negotiated to date along with a description of which work items have been completed and the amount of contingency remaining. The below table is provided to give such an accounting.

CO#	Description	Amount	Work Completed?
1	48 inch realignment along Comanche	\$ (23,318.16)	Yes
2	Additional work along Comanche shoulder	\$ 5,739.00	Yes
3	Various additional work items	\$ 4,707.00	Yes
4	Additional pavement replacement	\$ 73,676.40	No
5	Walnut street tie-in near sta 14+17	\$ 7,284.25	Yes
6	18 inch stub at Smothermon Park	\$ 38,110.49	Yes
7	Emergency SS line repair	\$ 2,547.00	Yes
8	Additional butterfly valve	\$ 7,919.00	No
9	Additive Alternate E	\$ 110,396.35	No
TOTAL CHANGE ORDER VALUE		\$ 227,061.33	
TOTAL CONTINGENCY		\$ 287,347.27	
CONTINGENCY REMAINING		\$ 60,285.94	

Of the change orders listed above, only items 4, 6, and 9 are subject to the approval process required by section 1.10 (b). However, given the cumulative effect of all changes, each item above is generally explained as follows:

1. A half a mile stretch of 48 inch pipe was realigned such that it would lie outside of the paved portion of Comanche between El Camino Real and Sycamore Road. This was done to avoid the removal of the same amount of asphalt in an effort to save the project money and to avoid conflicts with the ongoing work of tract 5816 phase 9. This change resulted in a **credit** of \$23,318.16 to the project.
2. Work is associated with change order #1, but accounted for separately as it was to remove a water pipe owned by the property owner of adjacent property to the realigned pipe. Despite multiple requests and written warnings, the land owner failed to remove the pipe in a timely fashion necessitating the removal by Todd.
3. Various items included in this change order to account for the installation of buffer zones to protect active American Badger and Burrowing Owl dens as required by the project pre-construction biological clearance survey, installation of a sign required by DWR for Prop 84 funded projects, and to plug an existing abandoned water line discovered during trenching operations with slurry.

4. Due to the deteriorated condition of various locations along Sycamore Road, it had been discovered that ongoing trenching operations were resulting in additional sections of existing asphalt pavement to cave into the trench which necessitates additional sections of existing asphalt to be removed and replaced.
5. It was discovered during excavation operations that a piece of pipe that was to tie into an existing pipeline near the intersection of Walnut Street and Sycamore Road was too close to an existing PG&E power pole which required a realignment and relocation of the tie-in point.
6. The upstream point of the pipeline being installed was to tie into a manhole generally in front of the existing basin in Smothermon Park under Meyer Street. However, it was discovered that a 42 inch pipe exists in this location, and it necessitated a change in how the new pipeline was being terminated in this area. The changes included adding one new manhole to tie into this 42 inch pipe and an 18 inch pipe which terminates at the gate to the Smothermon basin for a future connection to the pipeline built in this project.
7. While excavating in the intersection of Sycamore Road and Meyer Street, a sanitary sewer line was uncovered which was in a state of disrepair and was leaking. It was necessary to repair this line on an emergency basis before it became a much larger problem.
8. Although project plans were previously reviewed by Freedom Farms, the contractor that manages City owned farm land in the area being taken over by the new basin, the manager for the land identified a problem with an irrigation line that this project modified to allow for the continued irrigation operations of these fields. A new request was made to add a new 18 inch butterfly valve not previously included in the bid.
9. After reviewing the project budget following the completion of underground activities, it has been determined to be highly beneficial and within the project budget to award additive alternate "E" to the contractor which will expand the basin by more than 37,000 cubic yards which will allow the basin to receive more water which is highly beneficial to the areas that are prone to flooding.

As can be seen in the above table, it is anticipated that over \$60,000 shall remain in the contingency budget after all 9 change orders are considered. Provost & Pritchard has been involved throughout the process of each of these change orders, and has been working with DWR to assure that each item is approvable. Attached to this report is a letter from Provost & Pritchard asserting that the change orders described above are acceptable, in their experience with managing these types of projects.

FINANCIAL IMPACT:

No cost impacts to the City of Arvin as all money obligated is derived from the IRWMP grant.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN APPROVING THE PROPOSED CHANGES FOR THE SYCAMORE DRAINAGE PROJECT AND AUTHORIZING THE CITY MANAGER TO SIGN AND EXECUTE CHANGE ORDERS

WHEREAS, the City of Arvin (“City”) entered into a construction agreement with JT2 Inc. dba Todd Companies on August 15, 2017 in the amount of \$2,873,472.68 for the construction of the Sycamore Drainage Project; and

WHEREAS, Additive Alternate “A” was awarded to the Contractor in addition to the base bid by City Council on May 16, 2017 while alternates “B” though “E” were not ; and

WHEREAS, a contingency budget of \$287,347.27 was also approved by the City Council to be used as needed for change order work; and

WHEREAS, the project is entirely funded by an Integrated Regional Water Management Program (IRWMP) Grant through California Proposition 84 and administered by the Department of Water Resources; and

WHEREAS, the project has been ongoing since February of 2018, and is approximately 65% complete; and

WHEREAS, various differing conditions and circumstances have been encountered which have necessitated the need to have the contractor provide additional change order work; and

WHEREAS, nine such change orders have been proposed in the amount of \$227,061.33; all of which are within the original contingency budget; and

WHEREAS, all proposed change orders are consistent with the original scope of the project which require no additional advanced approval by the granting authority, and the design engineer, Provost & Pritchard have provided a letter to this affect.

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

Section 1: The foregoing recitals are true and correct.

Section 2: The City Council of the City of Arvin approves all proposed change orders as described herein, and authorizes the City Manager to sign and execute said change orders.

Section 3: The City Council finds that this approval is in the best interests of the City of Arvin.

Section 4: This resolution shall be effective upon adoption.

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 4th day of September, 2018 by the following vote:

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.



1800 30th Street, Suite 280
 Bakersfield, CA 93301-1930
 Tel: (661) 616-5900
 Fax: (661) 616-5890
www.ppeng.com

August 23, 2018

Adam Ojeda
 City Engineer
 City of Arvin
 Sent Via E-mail

RE: City of Arvin Sycamore Storm Drain Project - Change Order Summary

Dear Mr. Ojeda:

The Department of Water Resources (DWR) was presented a Project via Engineer signed Plans and Specifications prior to authorizing construction reimbursements that included Additive Alternates A-E. At the time of bid award, the City authorized the construction of the base bid and Additive Alternate A for a sum of \$2,873,472.68. During the course of construction, five (5) contract change orders were authorized to an additional total of \$68,088.49. An additional three (3) change orders are in the process of being executed with the contractor for a total of \$48,576.49. The total construction cost with these change orders is \$2,990,137.66.

The following is a summary of the contract change orders (and the amounts are listed in the table below):

- CO 1. A half a mile segment of 48-inch pipe was realigned such that it would lie outside of the paved portion of Comanche between El Camino Real and Sycamore Road. This was done to avoid the removal of the same amount of asphalt in an effort to save the project money and to avoid conflicts with the ongoing work of a land development project. This change resulted in a **credit** of \$23,318.16 to the project.
- CO 2. Work is associated with change order #1 but accounted for separately as it was to remove a water pipe owned by the property owner of adjacent property to the realigned pipe. Despite multiple requests and written warnings, the land owner failed to remove the pipe in a timely fashion necessitating the removal by Todd.
- CO 3. Various items included in this change order to account for the installation of buffer zones to protect active American Badger and Burrowing Owl dens as required by the project pre-construction biological clearance survey, installation of a sign required by DWR for Prop 84 funded projects, and to plug an existing abandoned water line discovered during trenching operations with slurry.

- CO 4. Due to the deteriorated condition of various locations along Sycamore Road, it had been discovered that ongoing trenching operations were resulting in additional sections of existing asphalt pavement to cave into the trench, which necessitates additional sections of existing asphalt to be removed and replaced.
- CO 5. It was discovered during excavation operations that a piece of pipe that was to tie into an existing pipeline near the intersection of Walnut Street and Sycamore Road was too close to an existing PG&E power pole, which required a realignment and relocation of the tie-in point.
- CO 6. The upstream point of the pipeline being installed was to tie into a manhole generally in front of the existing basin in Smothermon Park under Meyer Street. However, it was discovered that a 42-inch pipe exists in this location, and it necessitated a change in how the new pipeline was being terminated in this area. The changes included adding one new manhole to tie into this 42-inch pipe and an 18-inch pipe which terminates at the gate to the Smothermon basin for a future connection to the pipeline built in this project.
- CO 7. While excavating in the intersection of Sycamore Road and Meyer Street, a sanitary sewer line was uncovered which was in a state of disrepair and was leaking. It was necessary to repair this line on an emergency basis before it became a much larger problem.
- CO 8. Although project plans were previously reviewed by Freedom Farms, the contractor that manages City owned farm land in the area being taken over by the new basin, the manager for the land identified a problem with an irrigation line that this project modified to allow for the continued irrigation operations of these fields. A new request was made to add a new 18-inch butterfly valve not previously included in the bid.

Table 1: Summary of Change Orders

CO#	Description	Amount	Work Completed?
1	48 inch realignment along Comanche	\$ (23,318.16)	Yes
2	Additional work along Comanche shoulder	\$ 5,739.00	Yes
3	Various additional work items	\$ 4,707.00	Yes
4	Additional pavement replacement	\$ 73,676.40	No
5	Walnut street tie-in near sta 14+17	\$ 7,284.25	Yes
6	18 inch stub at Smothermon Park	\$ 38,110.49	Yes
7	Emergency SS line repair	\$ 2,547.00	Yes
8	Additional butterfly valve	\$ 7,919.00	No
TOTAL CHANGE ORDER VALUE		\$ 116,664.98	

Based on the total project costs, it is estimated that there is sufficient grant funding to be used for awarding Additive Alternate "E" to the contractor, which will expand the Sycamore Basin by more than 37,000 cubic yards. This added capacity will allow the basin to receive more water, thereby further protecting areas that are prone to flooding. When bidding the project, JT2 Inc. dba Todd Companies provided a bid of \$110,396.35 for Additive Alternate E. The addition of

Additive Alternate E will be executed as Change Order #9. With this addition to the project the total project construction cost will be \$3,100,328.63.

Based on our experience with the DWR in managing the Kern Integrated Regional Water Management (IRWM) Group projects, the change orders discussed above are typical of a construction project and are necessary in order to complete the project as defined in the Project's scope of work under the DWR Grant Agreement. Additionally, the award of Additive Alternate E is compliant with the DWR Grant Agreement as it was identified in the Project's scope of work and is to be included if sufficient funding was available.

Respectfully,



Jeff Eklund
Provost & Pritchard Consulting Group



**CITY OF ARVIN
Staff Report**

Meeting Date: September 4, 2018

TO: City Council

FROM: Jake Raper, City Planner
Jerry Breckinridge, Interim City Manager

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN DENYING THE APPEALS OF, AND AFFIRMING, THE PLANNING COMMISSION'S APPROVAL OF CONDITIONAL USE PERMIT (CUP) 2017-PETRO-LUD – STOCKTON PROJECT OIL AND GAS EXPLORATORY AND PRODUCTION WELL - APN 189-351-36 SOUTHWEST CORNER OF SYCAMORE ROAD AND MEYER STREET; ESTABLISHMENT OF A DRILL PAD SITE NO LARGER THAN 300'-0" X 500'-0" AND FOUR (4) EXPLORATORY WELL SITES WHICH MAY BE CONVERTED INTO PRODUCTION WELLS; AND ADOPTION OF A RELATED CEQA EXEMPTION FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

BACKGROUND:

This item has been continued from a previous matter held at the Arvin City Council Meeting of August 21, 2018. The public comment portion of the hearing was closed at the meeting of August 21, 2018. As directed, Staff is returning with a Resolution per Council's direction and for final consideration and vote.

RECOMMENDATION:

Staff recommends approval of the Resolution.

ATTACHMENTS:

Resolution

Mailing list - of Notices sent to properties within 300 ft radius of project site (mailed May 19, 2018 and August 11, 2018).

May 31, 2018 correspondence to Petro-Lud re Planning Commission decision.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN DENYING THE APPEALS OF, AND AFFIRMING, THE PLANNING COMMISSION'S APPROVAL OF CONDITIONAL USE PERMIT (CUP) 2017-PETRO-LUD – STOCKTON PROJECT OIL AND GAS EXPLORATORY AND PRODUCTION WELL - APN 189-351-36 SOUTHWEST CORNER OF SYCAMORE ROAD AND MEYER STREET; ESTABLISHMENT OF A DRILL PAD SITE NO LARGER THAN 300'-0" X 500'-0" AND FOUR (4) EXPLORATORY WELL SITES WHICH MAY BE CONVERTED INTO PRODUCTION WELLS; AND ADOPTION OF A RELATED CEQA EXEMPTION FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

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 4th day of September, 2018 by the following vote:

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.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN DENYING THE APPEALS OF, AND AFFIRMING, THE PLANNING COMMISSION’S APPROVAL OF CONDITIONAL USE PERMIT (CUP) 2017-PETRO-LUD – STOCKTON PROJECT OIL AND GAS EXPLORATORY AND PRODUCTION WELL - APN 189-351-36 SOUTHWEST CORNER OF SYCAMORE ROAD AND MEYER STREET; ESTABLISHMENT OF A DRILL PAD SITE NO LARGER THAN 300’-0” X 500’-0” AND FOUR (4) EXPLORATORY WELL SITES WHICH MAY BE CONVERTED INTO PRODUCTION WELLS; AND ADOPTION OF A RELATED CEQA EXEMPTION FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

WHEREAS, Applicant Petro-Lud, Inc. (Applicant) obtained the subsurface mineral rights to an area that generally includes property located at the Southwest corner of Sycamore Road and Meyer Street; and

WHEREAS, Applicant submitted an application to the City of Arvin on December 21, 2017; and

WHEREAS, the final application sought approval of “Conditional Use Permit 2017-Petro-Lud” (“CUP” or “Conditional Use Permit 2017 – Petro Lud”); and

WHEREAS, said CUP proposed a drill pad area of no larger than 300 feet by 500 feet for use of up to four exploratory wells that could be converted into production wells, with attendant facilities located within the pad area; and

WHEREAS, the proposed drill pad area is generally located on the southwest corner of Sycamore Road and Meyer Street within Tract 5816, which said surface property owner is Westminster Capital, Inc. (Westminster); and

WHEREAS, Westminster is a recent successor in interest to a development agreement adopted in 2003, which development agreement requires up to four acres of land to be reserved in Tract 5816 for oil and gas exploration; and

WHEREAS, Westminster has reserved land for oil and gas exploration, a portion of which is the site proposed for use by the Applicant; and

WHEREAS, Applicant is required by the City’s Municipal Code to obtain a CUP from the City prior to drilling for, development and production of oil, gas and other hydrocarbon substances within the incorporated territory of the City; and

Attachment: CC Reso and Conditions - CUP 2017-Petro Lud - Final (Public Hearing - Petro-Lud)

WHEREAS, under the City's Municipal Code the Planning Commission of the City of Arvin is authorized review and approval the CUP on behalf of the City; and

WHEREAS, the City provided notice of the Planning Commission hearing by publishing said notice at least 10 days in advance of the hearing in the Bakersfield Californian, as well as mailing a notice to the applicant, to each member of the planning commission, and to the owners of all property within 300 feet of the exterior boundaries of the property involved; and

WHEREAS, the Planning Commission received and reviewed the CUP at a duly noticed meeting on May 30, 2018; and

WHEREAS, a public hearing was held, and the public was provided an opportunity to comment on the proposed CUP; and

WHEREAS, public testimony and evidence, both written and oral, was considered by the Planning Commission; and

WHEREAS, as part of this review, the Planning Commission also conducted an environmental assessment of the proposed project as required by the California Environmental Quality Act (CEQA); and

WHEREAS, after considering all public testimony and receiving information provided to date, the Planning Commission closed public testimony and granted the CUP, with conditions of approval, by adopting Planning Commission Resolution APC 2018-10; and

WHEREAS, said adoption also included approval and findings related to a Class 3 exemption under CEQA Guidelines section 15303 (New Construction or Conversion of Small Structures) for the project; and

WHEREAS, Municipal Code section 17.54.130 provides that the decision of the Planning Commission granting such an entitlement shall be final unless within 15 days after the decision an aggrieved person files a written appeal; and

WHEREAS, three appeals were timely made by Westminster, The Center for Race Poverty and the Environment (CRPE), and Isaac Ochoa; and

WHEREAS, the appeal by Mr. Ochoa was subsequently withdrawn; and

WHEREAS, at its meeting on June 19, 2018, the City Council set a date for the hearing of the appeals for August 21, 2018; and

WHEREAS, for more than a year the City had also been processing a proposed update to the its oil and gas ordinance as set forth in the Municipal Code, which update was unrelated to the CUP and sought to regulate unrelated future projects; and

WHEREAS, the Planning Commission reviewed the (revised) draft updated Oil and Gas

Ordinance at a duly noticed special meeting on May 30, 2018, and made recommendations thereon to the City Council; and

WHEREAS, the City Council subsequently adopted the updated oil and gas ordinance on July 17, 2018, wherein it did not become effective until 31 days after adoption as set forth in the adopting ordinance; and

WHEREAS, the updated oil and gas ordinance was not in effect when the Planning Commission approved the CUP, and as a result the Planning Commission was required to utilize the requirements of the original oil and gas ordinance then in effect; and

WHEREAS, the updated oil and gas ordinance also applied only to applications received by the City after January 1, 2018; and

WHEREAS, the updated oil and gas ordinance never applied to the CUP at any time during its approval or the appeals; and

WHEREAS, the City provided notice of the City Council hearing of the appeals by publishing said notice at least 10 days in advance of the hearing in the Bakersfield Californian, as well as mailing a notice to the applicant, to each member of the Planning Commission, and to the owners of all property within 300 feet of the exterior boundaries of the property involved; and

WHEREAS, the City Council received and reviewed the appeals of the Planning Commission's decision granting the CUP at a duly noticed meeting on August 21, 2018; and

WHEREAS, a public hearing was held, and the public was provided an opportunity to comment on the appeals to the Planning Commission decision; and

WHEREAS, and public testimony and evidence, both written and oral, was considered by the City Council; and

WHEREAS, unlike legislative acts (General Plan amendments, rezones and ordinances, etc.), a conditional use permit is an entitlement that is reviewed as a quasi-adjudicatory proceeding; and

WHEREAS, the Municipal Code provides that "The decision appealed from shall be affirmed unless reversed by a vote of not less than a majority of all members of the city council;" and

WHEREAS, the City Council has more limited discretion when reviewing appeals involving a conditional use permit; and

WHEREAS, after considering all public testimony and receiving information provided to date, the City Council closed public testimony and deliberated on the appeals based on the evidence in the administrative record; and

WHEREAS, after consideration of said public testimony and information in the record, the City Council determined that there was substantial evidence in the record that the CUP complied with the City's Municipal Code and requirements for issuance of a CUP for oil and gas operations; and

WHEREAS, the City Council did not find any substantial evidence in the record that the CUP failed to comply with specific requirements of the City's Municipal Code as applicable to this CUP, or which would require overturning the Planning Commission decision and denial of the CUP; and

WHEREAS, the City Council also determined that there was substantial evidence in the record to support a determination that the project was subject to a Class 3 Categorical Exemption under CEQA; and

WHEREAS, the City Council was unable to find any substantial evidence in the record which would support a CEQA exception to the adoption of a Class 3 Categorical Exemption as applied to this specific project, or that that the Planning Commission decision to apply the Categorical Exemption was otherwise improper for this project; and

WHEREAS, the City Council continued the item to the next regular meeting of September 4, 2018, with direction to staff to return with a resolution consistent with Council's determination for final approval; and

WHEREAS, the City Council now desires to deny the appeals and uphold the decision of the Planning Commission to approve the CUP with conditions.

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

Section 1. Recitals. The City Council hereby specifically finds that all of the facts set forth in the recitals above of this Resolution are true and correct and incorporated herein.

Section 2. Administrative Record. The proceedings and all evidence introduced before the Planning Commission at the public hearing, including staff reports, attachments, and presentations, are hereby incorporated into the record of this proceeding. These documents, along with any staff reports, documents, testimony or evidence submitted to the City Council, including all documents specified under applicable State law including Public Resources Code section 21167.6(e), shall comprise the entire record of proceedings for any claims under CEQA.

Section 3. CEQA. The City Council finds and determines that there is substantial evidence in the administrative record to support the Planning Commission determination that the project falls within the Categorical Exemption set forth in CEQA Guidelines section 15303 (New Construction or Conversion of Small Structures), and that no exception under CEQA Guidelines section 15300.2 is applicable. Additionally, the City Council also finds and determines that in light of the entire administrative record and the substantial evidence before it, the project falls

within the Categorical Exemption set forth in CEQA Guidelines section 15303 (New Construction or Conversion of Small Structures), and that no exception under CEQA Guidelines section 15300.2 is applicable. The City Council further approves, accepts as its own, incorporates as if set forth in full herein, and makes each and every one of the findings contained in Exhibit “A” of this Resolution.

Section 4. Findings Regarding CUP. The City Council finds and determines that there is substantial evidence in the administrative record to support the Planning Commission determination that the CUP, as conditioned, is consistent with the requirements of the Municipal Code requirements applicable to the CUP. Additionally, the City Council also finds and determines that there is substantial evidence in the entire administrative record that the CUP, as conditioned, is consistent with the requirements of the Municipal Code requirements applicable to the CUP. The City Council further approves, accepts as its own, incorporates as if set forth in full herein, and makes each and every one of the findings contained in Exhibit “B,” which is attached hereto.

Section 5. Appeal(s) Denied. For all the foregoing reasons, and each of them, the City Council finds that there was no substantial evidence submitted into the administrative record that would warrant denial of either the CUP, including the CEQA for the project. As such, the appeals, and each of them, are denied in their entirety.

Section 6. Use Permit Approved. For all the foregoing reasons, and each of them, the City Council upholds the Planning Commission approval of Conditional Use Permit 2017 – Petro Lud, as conditioned. Further, for all of the foregoing reasons and based upon the substantial evidence in the record before it, and given that there is no substantial evidence in the administrative record that would warrant denial. The City Council also independently approves Conditional Use Permit 2017 – Petro Lud as conditioned. The conditions are attached hereto as Exhibit “C.”

Section 7. Acceptance of Conditions. The Applicant shall submit an affidavit of acceptance of the conditions of approval for this project, including an acknowledgement that failure to comply with the conditions of approval shall constitute grounds for revocation or other enforcement, prior to Conditional Use Permit 2017 – Petro Lud becoming effective. All processing and any other fees applicable to the application (including appeals) must be paid in full prior to Conditional Use Permit 2017 – Petro Lud becoming effective.

Section 8. Effectiveness. This Resolution shall become effective immediately.

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the Arvin City Council at a special meeting thereof held on the 4th day of September 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.

Attachments:

Exhibit A: CEQA Findings Regarding Adoption Of A Categorical Exemption Per CEQA
Guidelines Section 15303 (New Construction Or Conversion Of Small Structures)

Exhibit B: Findings Of Entitlement Consistency With Municipal Code Requirements

Exhibit C: Conditions Of Approval, Conditional Use Permit No. 2017-Petro Lud

Attachment: CC Reso and Conditions - CUP 2017-Petro Lud - Final (Public Hearing - Petro-Lud)

EXHIBIT A

CEQA FINDINGS REGARDING ADOPTION OF A CATEGORICAL EXEMPTION PER CEQA GUIDELINES SECTION 15303 (NEW CONSTRUCTION OR CONVERSION OF SMALL STRUCTURES)

The City Council has made findings consistent with the following standards:

I. APPLICABLE STANDARDS FOR CATEGORICAL EXEMPTION

Categorical exemptions are adopted by the Secretary of the Natural Resources Agency on a finding that the category of projects to be exempted does not have a significant effect on the environment. (Pub Res C §21084(a).)

A. Burden of Proof

When an agency finds that a proposed project is subject to a categorical exemption, it is not required to also determine that none of the exceptions applies. A determination that an activity is categorically exempt constitutes an implied finding that none of the exceptions to the exemptions exists. (*San Francisco Beautiful v City & County of San Francisco* (2014) 226 Cal.App.4th 1012, 1022; *Save Our Carmel River v Monterey Peninsula Water Mgmt. Dist.* (2006) 141 Cal.App.4th 677, 689; *Association for Protection of Env't'l Values v City of Ukiah* (1991) 2 Cal.App.4th 720, 731.) Once an agency determines that a project falls within a categorical exemption, the burden shifts to the objecting party to produce evidence that one of the exceptions to the categorical exemptions applies. (*Berkeley Hillside Preservation v City of Berkeley* (2015) 60 Cal.4th 1086, 1105; *San Francisco Beautiful v City & County of San Francisco*, supra; *Save the Plastic Bag Coalition v City & County of San Francisco* (2013) 222 Cal.App.4th 863, 878; *Save the Plastic Bag Coalition v County of Marin* (2013) 218 Cal.App.4th 209, 220.)

B. Substantial Evidence

"Substantial evidence" as used in the CEQA Guidelines means:

Enough relevant information and reasonable inferences from this information that a fair argument can be made to support a conclusion, even though other conclusions might also be reached. Whether a fair argument can be made that the project may have a significant effect on the environment is to be determined by examining the whole record before the lead agency. Argument, speculation, unsubstantiated opinion or narrative, evidence which is clearly erroneous or inaccurate, or evidence of social or economic impacts which do not contribute to or are not caused by physical impacts on the environment does not constitute substantial evidence.

(14 Cal Code Regs §15384.). Additionally, substantial evidence shall include facts, reasonable assumptions predicated upon facts, and expert opinion supported by facts. (*Id.*) Note that a "fair argument" does not apply unless supported by substantial evidence.

C. Role of Examples Provided In Categorical Exemptions

Examples provided by categorical exemptions are not exclusive. Instead, courts have upheld the application of exemptions to activities that are similar to the listed examples and have rejected the use of exemptions when the activity is not similar to the listed examples. (*Walters v City of Redondo Beach* (2016) 1 Cal.App.5th 809, 817 (upholding exemption on basis of similarity to listed examples); *Centinela Hosp. Ass'n v City of Inglewood* (1990) 225 Cal.App.3d 1586, 1600 (upholding exemption on basis of similarity to listed examples).)

With regard to a Class 3 categorical exemption under CEQA Guidelines section 15301, the language is explicit: “[e]xamples of this exemption include **but are not limited to . . .**” (Cal. Code Regs., tit. 14, § 15303 (emphasis added).) The exemption generally applies to items “including” construction of new small structures or facilities, installation of small new equipment and facilities in structures, and conversion of existing small structures from one use to another with only minor exterior modifications. (14 Cal Code Regs §15303.) Title 14 Cal Code Regs §15303 limits this exemption by disallowing its use if the new construction exceeds a specified scope in any single legal parcel. The limitations are spelled out for single-family residences (14 Cal Code Regs §15303(a)); apartments, duplexes, and similar structures (14 Cal Code Regs §15303(b)); and certain small commercial structures (14 Cal Code Regs §15303(c)). More specifically, this includes single-family residences and second units (14 Cal Code Regs §15303(a)); small apartment buildings up to four units (14 Cal Code Regs §15303(b)); stores, motels, offices, restaurants, and similar structures not exceeding 2500 square feet of floor area or 10,000 square feet in an urbanized area (14 Cal Code Regs §15303(c)); street, water main, sewage, electricity, gas, and other utility extensions of reasonable length to serve such exempt constructions (14 Cal Code Regs §15303(d)); appurtenant structures such as garages, carports, patios, swimming pools, and fences (14 Cal Code Regs §15303(e)); and an accessory steam sterilization unit at an existing medical waste generator (14 Cal Code Regs §15303(f)). However, these lists are examples, and are not exclusive. Specifically, oil and gas facilities are not excluded from this exemption in the CEQA Guidelines, case law, or any other legal authority.

Courts have upheld the use of this categorical exemption in a variety of circumstances. For example, the court in *Centinela Hosp. Ass'n v City of Inglewood* (1990) 225 Cal.App.3d 1586 affirmed an exemption for an application to demolish three deteriorated buildings and replace them with a two-story 15-bed residential convalescent facility for acute care psychiatric patients. The court upheld the exemption on a finding that the proposed facility was “similar to” the apartments and small commercial structures allowed by 14 Cal Code Regs §15303(b)–(c). The court in *Fairbank v City of Mill Valley* (1999) 75 Cal.App.4th 1243 upheld the application of this exemption to a 5800-square-foot retail and office building, finding that the project fell within the provision of this exemption and that four commercial buildings, not exceeding 10,000 square feet in total floor area, in an urbanized area zoned for the use, had no significant effect on the environment. In *Walters v City of Redondo Beach* (2016) 1 Cal.App.5th 809, 817, the court upheld the application of this exemption to a car wash and attached coffee shop on the basis that the use was similar to the examples of commercial uses set forth in the exemption, including the fact that the types of equipment used at a car wash are similar in nature to the types of equipment

used at other commercial uses (such as restaurants) that are enumerated in the exemption. The court also noted that the exemption includes but is "not limited to" the specified examples and rejected the argument that a single building under 10,000 square feet could not be eligible for the exemption.

In *Association for Protection of Env't'l Values v City of Ukiah* (1991) 2 Cal.App.4th 720, the court affirmed an exemption under 14 Cal Code Regs §15303 for construction of a single-family residence. The court rejected the argument that, because the grant of a site development permit was discretionary, the exemption did not apply. The exception for projects causing significant effects due to unusual circumstances did not apply, because the height, view, privacy, and soils concerns posited by the petitioners were "normal and common considerations" in the construction of a single-family residence. The court in *Hines v California Coastal Comm'n* (2010) 186 Cal.App.4th 830 also upheld application of this exemption to a single-family residence and rejected arguments that the approval would open the door to further residential development in the area, resulting in cumulative effects on sensitive riparian resources.

In *Surfrider Found. v California Coastal Comm'n* (1994) 26 Cal.App.4th 151, the court upheld the application of this exemption to Coastal Commission permits authorizing installation of small devices for collection of parking fees at state park beaches. In *Robinson v City & County of San Francisco* (2012) 208 Cal.App.4th 950, the court upheld the application of this exemption to the installation of wireless telecommunications devices on existing utility poles. In *San Francisco Beautiful v City & County of San Francisco* (2014) 226 Cal.App.4th 1012, 1022, the court upheld the application of this exemption to a network of utility boxes for a fiber-optic network. The court in *Berkeley Hillside Preservation v City of Berkeley* (2015) 241 Cal.App.4th 943 (Berkeley Hillside II) rejected arguments that application of this exemption to construction of a large home was barred by the exception to the categorical exemptions that applies when significant impacts may occur due to unusual circumstances.

In sum, the courts have provided great flexibility in applying a Class 3 exemption to a wide-variety of proposed projects.

D. Exceptions to Exemptions

Categorical exemptions are not absolute. Although a project might otherwise be eligible for a categorical exemption, an exemption must be denied if one of the exceptions identified by CEQA Guidelines section 15300.2 applies.¹

1. Unusual Circumstances

One such exception is for "unusual circumstances." If there is a "reasonable possibility" that an activity will have a significant effect on the environment due to "unusual circumstances," an agency may not find the activity to be categorically exempt from CEQA. (14 Cal Code Regs §15300.2(c).) This exception applies only when both unusual circumstances and a significant impact as a result of those unusual circumstances are shown. (*Berkeley Hillside Preservation v City of Berkeley* (2015) 60 Cal. 4th 1086, 1104.)

¹ 14 California Code of Regulations are also referred to as the "CEQA Guidelines."

Under *Berkeley Hillside*, alternative frameworks for analysis apply to an agency determination of whether this exception applies. Under the first framework for analysis, the determination whether the exception applies involves two distinct questions: (1) whether the project presents unusual circumstances, and (2) whether there is a reasonable possibility that a significant environmental impact will result from those unusual circumstances. (*Id.*, at 1098, 1104.) The agency considers the second prong of this test only if it first finds that some circumstance of the project is unusual. The second analytical framework does not apply to the circumstances of the findings made by the City Council in this matter.²

The agency's determination whether there is an unusual circumstance under the first analytical framework are factual inquiries under which the agency weighs the evidence relating to environmental impacts together with the other relevant evidence to decide if the circumstances presented by the project are unusual. Judicial review of these determinations is limited to whether the agency's determinations are supported by substantial evidence. (*Berkeley Hillside, supra*, at 1105, 1114.)

If the agency finds that the project presents unusual circumstances under the first analytical framework, the second question it must address is whether there is "a reasonable possibility of a significant effect on the environment due to" those circumstances. (*Berkeley Hillside*, 60 Cal. 4th at 1115.) The agency answers this question by determining if there is any substantial evidence before it that would support a fair argument that a significant impact on the environment may occur. (*Id.*, at 1115.) Judicial review of its decision is limited to whether the agency properly applied that legal standard in considering the evidence. (*Id.*) On the other hand, if the agency finds that the project does not present unusual circumstances, and that finding is supported by substantial evidence, a reviewing court need not consider the question whether a reasonable possibility of significant effect might be shown. (*Walters v City of Redondo Beach*, 1 Cal.App.5th at 822 n5; *Citizens for Env't'l Responsibility v State of Cal. ex rel 14th Dist. Agric. Ass'n*, 242 Cal.App.4th at 588 n24.)

On remand from the supreme court, in *Berkeley Hillside Preservation v City of Berkeley* (2015) 241 Cal.App.4th 943 (*Berkeley Hillside II*), the court of appeal rejected the petitioners' argument that the project—a large home to be built on a steep hillside—involved circumstances that were unusual for projects subject to the "small structure" and "urban infill" exemptions. The court held that the petitioners' identification of evidence that the size, scale, and setting of the proposed home are atypical was insufficient to meet their burden to prove that the city's finding of no unusual circumstances was unsupported by substantial evidence.

The issue under this exception is not whether an activity will have an adverse impact on

² Under the second analytical framework, the agency's determination whether the exception applies involves only one question: whether the project will have a significant effect on the environment. If the agency finds the project will have a significant impact, that finding necessarily establishes that some circumstance of the project is unusual, and the exception applies. (*Id.*, at 1105. See generally *Walters v City of Redondo Beach* (2016) 1 Cal.App.5th 809, 820; *Citizens for Env't'l Responsibility v State of Cal. ex rel 14th Dist. Agric. Ass'n* (2015) 242 Cal.App.4th 555, 573.)

some persons but whether it will adversely affect the environment of persons in general due to unusual circumstances. (*San Lorenzo Valley Community Advocates for Responsible Educ. v San Lorenzo Valley Unified Sch. Dist.* (2006) 139 Cal.App.4th 1356, 1392; *Association for Protection of Env't'l Values v City of Ukiah*, 2 Cal.App.4th at 734.) A reasonable possibility of a significant impact may be found only if the proposed project will have an impact on the physical environment. If there is no change from existing baseline physical conditions, the exception does not apply. (*North Coast Rivers Alliance v Westlands Water Dist.* (2014) 227 Cal.App.4th 832, 872.) The exception also does not apply if the project will have only a social impact and will not result in a potentially significant change to the physical environment. (*Santa Monica Chamber of Commerce v City of Santa Monica* (2002) 101 Cal.App.4th 786, 801; *City of Pasadena v State* (1993) 14 Cal.App. 4th 810, 826.) Further, the exception does not apply unless the evidence shows that the claimed impact is adverse. (*Campbell v Third Dist. Agric. Ass'n* (1987) 195 Cal.App.3d 115.) Under Pub Res C §21084(b), this exception may not be applied to defeat a categorical exemption based only on a project's greenhouse gas (GHG) emissions.

2. Cumulative Impacts

None of the categorical exemptions applies when the cumulative impact of successive projects of the same type in the same place over time is significant. (14 Cal Code Regs §15300.2(b).) Notably, under the wording of this CEQA Guideline, this exception is narrower than the broad definition of cumulative impacts as defined and applied elsewhere in CEQA practice. Generally, in CEQA practice, a cumulative impact is a change that results from the incremental impact of the project in question when added to other projects. (14 Cal Code Regs §15355(b).) In applying this exception to a categorical exemption, however, the cumulative impact must result from "successive projects of the same type in the same place." (14 Cal Code Regs §15300.2(b).)

Speculation that significant cumulative impacts will occur simply because other projects may be approved in the same area is insufficient to trigger this exception. Listing other projects in the area that might cause significant cumulative impacts is not evidence that the proposed project will have adverse impacts or that the impacts are cumulatively considerable. (*Hines v California Coastal Comm'n* (2010) 186 Cal.App.4th 830, 857.)

3. Sensitive Environment

Five of the classes of projects designated as categorically exempt are qualified by the requirement that the location of the project be considered in determining whether a categorical exemption applies, including a Class 3 categorical exemption under CEQA Guidelines section 15303. (14 Cal Code Regs §15300.2(a).) Specifically, the exemption would not apply if the activity may have an impact on an environmental resource of "hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies." (14 Cal Code Regs §15300.2(a).)

E. Mitigation, Design Features, Regulations, and Categorical Exemptions

In evaluating whether a categorical exemption may apply, the agency may not rely on

mitigation measures as a basis for concluding that a project is categorically exempt, or as a basis for determining that one of the significant effects exceptions does not apply. (*Salmon Protection & Watershed Network v County of Marin* (2004) 125 Cal.App.4th 1098, 1102; *Azusa Land Reclamation Co. v Main San Gabriel Basin Watermaster* (1997) 52 Cal.App.4th 1165, 1200.)

The statement in *Salmon Protection* indicating that mitigation measures included in an application preclude a categorical exemption does not mean that a project may not be designed to qualify for an exemption. A line of cases holds that a feature built into the design or operation of a project that will reduce or avoid an environmental impact that might otherwise occur is not treated as a mitigation measure that would preclude a categorical exemption. In *Wollmer v City of Berkeley* (2011) 193 Cal.App. 4th 1329, the court held that a developer's agreement to dedicate land for a turning lane was a design feature that improved the proposed project for the benefit of the community, not a mitigation measure adopted after the project was proposed. In *Save the Plastic Bag Coalition v City & County of San Francisco* (2013) 222 Cal.App.4th 863, 881, the court held that a fee imposed on the use of bags at retail stores was part of the plastic bag ban as originally proposed, not something added as a mitigation measure. In *Walters v City of Redondo Beach* (2016) 1 Cal.App.5th 809, 824, the court held that a condition of approval requiring compliance with local noise standards was not a mitigation measure defeating the use of a categorical exemption, when the city found the project would meet those standards and imposed the condition of approval to ensure that it would do so. (See also *Banker's Hill, Hillcrest, Park W. Community Preservation Group v City of San Diego* (2006) 139 Cal.App.4th 249, 275 (without considering whether design feature was mitigation measure, court took account of project design feature in noting that project did not have significant impact).)

Regulations of general applicability that will prevent a significant impact from occurring are also not treated as impermissible mitigation measures. In *San Francisco Beautiful v City & County of San Francisco* (2014) 226 Cal.App.4th 1012, 1032, the court held that the city could rely on standard permit review requirements to conclude that impacts would not be significant and therefore mitigation was not needed. In *Berkeley Hillside Preservation v City of Berkeley* (2015) 241 Cal.App.4th 943, 961 (Berkeley Hillside II), the court rejected the argument that a construction traffic management plan required by the city's standard conditions of approval was an impermissible mitigation measure because it was not adopted to address specific environmental impacts expected to result from the project.

Finally, a mitigation measure adopted to address an existing environmental concern rather than the impacts of a proposed project also does not preclude a categorical exemption. In *Citizens for Env'tl Responsibility v State of Cal. ex rel 14th Dist. Agric. Ass'n* (2015) 242 Cal.App.4th 555, the court held that water pollution control measures that were part of the ongoing operations of a fairground, which were not newly created for the proposed project, were not the type of project-specific mitigation measures that would bar application of a categorical exemption.

II. FINDINGS

A. Categorical Exemption (Class 3) for the Project

Given the foregoing, and after consideration of all items in the record before it, the City Council makes the following findings as noted below, any one of which, or combination thereof, would be sufficient to support the determination that the Project is subject to a Class 3 exemption. Additionally, it is the intention that the findings are in addition to any informal findings that may be had by adopting recommendations in the agenda reports for the City Council, including those contained in the Planning Commission agenda report and attachments. (*See Magan v. Cty. of Kings* (2002) 105 Cal. App. 4th 468, 475; Cal. Code Regs., tit. 14, § 15062(a) (stating that findings of agency to support its decision to apply Categorical Exemption can be informal and may consist of adopting recommendations in staff report).)

The City Council finds and determines that the project falls within the Categorical Exemption set forth in CEQA Guidelines section 15303 (New Construction or Conversion of Small Structures) as the project consist of construction and location of limited numbers of new small facilities or structures, which are below the maximum amount allowed on the parcel. The site is currently a vacant lot. Semis and trucks regularly park on the site. The nearest existing house is located over 300 feet away and across a road from the nearest proposed well pad or tank. Adjacent uses immediately to the south and west are planned for residential, but currently no structures are located on those parcels. The property is zoned C-2, and the overall location and size of the Project will allow for future development of commercial use on the property.

The Council finds the proposed project will consist of four exploratory well sites for a short period of time (approximately 120 days, more or less, total³) and should permanent production wells occur the facilities and structures are of a small size within the total site. Specifically, when in operation the Project will consist of:

- Up to four wells (1,000 sq. feet total).
- Up to four tanks, storage and separator (1,256 sq. feet total).
- One flare (16 square feet total).
- Connecting piping.
- Fencing and landscaping and associated irrigation piping.
- Access roadway/driveway approach.
- Utility extensions.

The total structures/facilities for the Project after construction and during operation are approximately 2,272 square feet as noted above. That Council finds that the improvements are of reasonable size and length, and that the Project is well within the “small structure” uses contemplated under a Class 3 Categorical Exemption.

The Council further finds that the proposed Project is similar to other uses provided as examples for a Class 3 categorical exemption. For example, the exemption has applied to the construction of housing or other facilities with a much larger footprint than the proposed project. (See above, including a 15-bed, two-story, psychiatric facility.) Such housing or facilities may

³ In many circumstances a finishing rig is not necessary to convert the wells from exploratory wells to productions wells. Even if a finishing rig were required, given its reasonably anticipated duration of use, and finishing operations would be subject to the conditions of approval, the Council finds that such use would be minimal and not significant.

reasonably include landscaping, irrigation, fencing, access road or drive approach, excavation (for pools or a basement), piping (water, irrigation, pool), grading and compaction of fill, utility connections, sidewalks, storage sheds, water well (including drilling and temporary pit for cuttings), structures such as a house over 20 feet in height, parking, solar panels, sheds, garages, etc. Construction impacts (excavators, drill rigs for water well, concrete delivery, delivery trucks, compactors, generators, jackhammers, tractors, bobcats, graders, cranes, etc.), including volume of delivery trucks during construction and duration of construction is similar to the Project, and it is not unusual for a house or other facility to take more than 120 days to construct. Once construction is complete and the well(s) are in operation, daily trips associated with the Project's traffic trips are likely to be lower or similar to a house or other facility, at approximately 1-2 vehicle trips per week (as compared to a house, which it is not unusual to have multiple trips per day). Duration of the use if the wells move into production is not unusual (housing and other facilities can last decades, if not over a century), and use of water, electricity, sewer facilities, gas, propane or other utilities during construction and duration of proposed use is similar (if not generally less impactful) as compared to other uses to which a Class 3 exemption can apply.

The Council finds that oil and gas are commonly sold at gas stations or in stores. It is not unusual for gas stations to transport, store and distribute refined oil products (such as gasoline), which are generally more flammable and carry a greater risk than that generally associated with the storage and transportation of produced oil (which is generally mixed with water). It is also not uncommon to see refined gasoline drip onto the ground when vehicles are fueled. Even houses commonly use or store gasoline either in a vehicle or in containers for items such as lawnmowers, etc., and can have other common household chemicals that can be toxic in themselves or when combined with another chemical. Further, a residence, such as one on a sewer septic system, can have detrimental impacts on groundwater, and commonly use or store gasoline either in a vehicle or in containers for items such as lawnmowers, etc. Asphalt, made of petroleum products, is commonly applied directly to the ground and used for roads, parking, etc. While the Council does not condone certain uses and has supported the use of renewable energy, it acknowledges that for the purposes of CEQA that these sorts of uses are common within an urban area, do not constitute unusual circumstances, and can be the type of uses commonly recognized by courts as being applicable to a categorical exemption for the purposes of CEQA.

With regard to the project, the Council finds that significant amounts of hazardous substances will not be used, as use of hazardous substances are prohibited for the Project. Utility connections are available to serve the construction to the extent they are needed.

In addition to lower traffic volumes, minimal foot traffic, etc., associated with the type of proposed use sought, the City Council finds that the project contains several design features that serve to reduce its potential impact, compliance of which is required through conditions of approval. These include:

- a. Small size. As noted above, the overall drilling pad (E-W) (N-S) will measure approximately 300' x 500', and will include accessory structures to the wells. However, the actual footprint after drilling and during operations will be less than approximately 2,300 square feet. Three tanks and one separator tank 20 feet in

diameter and 16 feet in height, a separator, gas flare, and a fence will be constructed should production be implemented.

b. Short duration. The exploratory drilling is a temporary activity – anticipated time period is less than 120 days. If resources are located in producible volumes, additional drilling (if any) to create production wells will be of a likewise temporary duration.

c. Regulatory compliance. The proposed exploratory petroleum oil and natural gas wells will adhere to permitting requirements, rules and regulations set forth by the San Joaquin Valley Air Pollution Control District; the California Department of Conservation, Division of Oil, Gas and Geothermal Resources (DOGGR); and the California Regional Water Quality Control Board (RWQCB), and the City of Arvin’s Municipal Code Chapter 17.46 (Oil and Gas Production).

d. Noise restrictions. The project will comply with the requirements of Municipal Code Chapter 9.08 (Noise Disturbance Ordinance).

e. Light and glare. All outdoor lighting shall be hooded and directed as to not shine toward adjacent properties and public streets. All portable lighting, including lights located atop the drill rig, shall be pointed downward toward the base of the rig to minimize potential glare.

f. Air traffic safety. All drilling towers shall be marked and lighted in such a manner as to avoid potential safety hazards to aircraft application of herbicides and pesticides on adjacent farmlands.

g. Site restoration. When drilling operations are complete, the Applicant shall return the project site (as much as practical) to its original condition and all drilling equipment shall be removed within 90 days of termination of the drilling operations.

h. Odor and dust control. The project will not involve any process, equipment or materials which will be objectionable to persons living or working in the vicinity by reason of odor, fumes, dust, smoke, etc. Produced oil and muds will be appropriately contained, dust will be minimized by daily spraying during active operations, and any flare equipment will be maintained and used consistent with San Joaquin Valley Air Pollution Control District rules.

i. Cultural resources and human remains. In the event that cultural resources are unearthed during ground-disturbing activities, all work shall be halted in the area of the find. An archeologist will be called to evaluate the findings and make any necessary mitigation recommendations. If human remains are unearthed during ground-disturbing activities, no further disturbance will occur until the Kern County Sheriff-Coroner has made the necessary findings as to origin and disposition. All normal evidence procedures should be followed by photos, reports, video, etc. If such remains are determined to be Native American, the Sheriff-Coroner must notify the Native American Commission within 24 hours.

j. Self-contained wastewater. Wastewater will be self-contained and serviced by a private company; no connection to the City’s wastewater system is proposed.

k. No hazardous materials will be used. The project will not emit, transport, use or dispose of hazardous materials. No hazardous material will be used in the drilling mud system. All drilled cuttings will be separated from the mud system, de-watered and stored on the location until the drilling is completed, liquid waste (water from the drilling mud) will be re-used as needed in the mud system. The excess will be stored

on the site until it is dewatered. All drilling fluids to be used during the drilling of the above referenced well will be the same drilling materials that are currently used in accordance with locally drilled agriculture wells. All cuttings and drilling fluids will be tested, dewatered and hauled off site to an approved non-hazardous drilling mud disposal site or spread on location if desired to build up location for production facilities or other purposes.

l. Fire code compliance and weed abatement. The operator will maintain weed abatement and brush clearance programs to reduce fire hazards to developed property in the immediate vicinity of vacant, undeveloped land, and comply with the applicable fire code.

m. Storm water discharge. The project will comply with National Pollution Discharge Elimination System (NPDES) regulations and permitting requirements to control direct storm water discharge, as well as applying any applicable Water Quality Management Plans and Best Management Practices (BMP).

n. Water well and septic system protections. Prior to commencing operations, all water wells and septic systems within the project area shall be properly destroyed by an appropriately-licensed contractor. Prior to destruction of any agricultural well, a sample of the uppermost fluid in the well column shall be checked for lubricating oil. Should lubricating oil be found in the well, the oil shall be removed from the well prior to placement of fill material for destruction.

o. Plugging and abandonment. If exploratory drilling is unsuccessful, all wells will be plugged and abandoned in compliance with the California Department of Conservation, Division of Oil, Gas and Geothermal Resources regulations.

p. Removal of drill rigs. Drill rigs removed after 90 days of completion of drilling well, unless it will be used for another well on site within 30 days.

q. Landscaping will be required around the perimeter of the site, outside of the surrounding fence or wall, so as screen equipment from public view. Pumping equipment height is also limited to 20 feet.

r. Other items set forth in the administrative record, including features required by the conditions of approval and set forth in the Operational Statement.

(See generally, Conditions of Approval (COA).)

Additionally, the City Council finds that there are regulations of general applicability that serve to reduce the Project's potential impact, compliance of which is required through conditions of approval. These include that the use will comply with will all applicable laws and government regulations, including all applicable federal, state, and local laws, including those pertaining to hazardous materials, air and water quality, waste disposal, the Clean Water Act, the Clean Air Act, the Federal Water Pollution Control Act, the Solid waste Disposal Act, the Resource Conservation Recovery Act, the Resource Compensation and Liability Act, as well as the rules, regulations and ordinances of the Environmental Protection Agency, the California Division of Oil, Gas, and Geothermal Resources (DOGGR), the California Department of Health Services, the California Regional Water Quality Control Board, the San Joaquin Valley Air Pollution Control District, the City of Arvin's Municipal Code (including Chapter 17.46 – Oil and Gas Production), and any other applicable laws or regulations. (See COA 2.)

B. No Exceptions to the Categorical Exemption

The City Council further finds and determines that none of the exceptions to Categorical Exemptions set forth in the CEQA Guidelines section 15300.2 apply to this project. The location is in an undeveloped parcel, meeting all setback requirements, and the location is not of a particularly sensitive environment that would otherwise create a significant impact. Additionally, there are no unusual circumstances regarding cumulative impacts; no successive projects of the same type in the same location are proposed, nor would they be significant, and oil and gas operations of this sort are relatively uncommon in comparison with other types of more common uses. Likewise, there is not a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances. The project is also not located next to any scenic highway or resources, nor is located on a hazardous waste site which is included on any list compiled pursuant to Section 65962.5 of the Government Code. Finally, there are no structures on the site that could qualify as historical resources. No structures are proposed to be demolished, nor would the project have a significant adverse impact on a historic resource.

Arguments were made that a categorical exemption is not applicable due to the potential environmental and public health impacts of oil and gas drilling generally. Comments included statements regarding current air quality in Arvin, how many people in Arvin had various conditions (Valley fever, cancer, asthma, etc.) that they attributed were a result of petroleum operations generally, etc. Documents were also submitted regarding general detrimental impacts associated with fracking, oil extraction in other fields, and use of petroleum products generally.

The Council has carefully reviewed and considered all comments and documents presented to it, and is sympathetic to the conditions currently being experienced in Arvin and the surrounding south Valley. Within that context, the appeal is a quasi-adjudicatory proceeding subject to the requirements of CEQA, and the Council has limitations on its authority set by state and local law. Regardless, the Council has given broad interpretation to the comments received as objections under CEQA Guidelines section 15300.2, which would generally fall into three categories, to wit - those involving the "potential for significant effect on the environment due to unusual circumstances," "cumulative impacts," or "sensitive environment."

Applying the standards set by CEQA, the City Council finds that the record is devoid of any substantial evidence that would warrant an exemption.

1. CEQA Baseline

As a preliminary matter, CEQA requires that the current environmental baseline be used when assessing a project. The current condition of the vacant parcel, the surrounding environment, etc., are discussed herein and are in the administrative record.

2. No Unusual Circumstances

As discussed above, if there is a "reasonable possibility" that an activity will have a significant effect on the environment due to "unusual circumstances," an agency may not find the

activity to be categorically exempt from CEQA. (14 Cal Code Regs §15300.2(c).) This exception applies only when both unusual circumstances and a significant impact as a result of those unusual circumstances are shown. (*Berkeley Hillside Preservation v City of Berkeley* (2015) 60 Cal. 4th 1086, 1104.) The determination whether the exception applies involves two distinct questions: (1) whether the project presents unusual circumstances, and (2) whether there is a reasonable possibility that a significant environmental impact will result from those unusual circumstances. (*Id.*, at 1098, 1104.) The agency considers the second prong of this test only if it first finds that some circumstance of the project is unusual. The agency's determination whether there is an unusual circumstance under the first analytical framework are factual inquiries under which the agency weighs the evidence relating to environmental impacts together with the other relevant evidence to decide if the circumstances presented by the project are unusual. Judicial review of these determinations is limited to whether the agency's determinations are supported by substantial evidence. (*Berkeley Hillside, supra*, at 1105, 1114.)

Here, the Council finds that there is no substantial evidence that the Project presents unusual circumstances.

Unfortunately, dirty air, asthma, particulate matter, dust, nitrates and contamination in the water, cancer, Valley fever, air quality, water quality, greenhouse gas emissions and other conditions experienced in the South Valley are not unusual. The public comment offered in this regard confirms the current CEQA baseline for these conditions. In other words, these conditions are not unusual in this area for the purposes of CEQA.

For the purposes of CEQA the issue is whether the Project itself presents unusual circumstances. The Council finds that no substantial evidence was presented in the administrative record of any specific impacts that could result from this Project. A mere possibility of environmental impacts in the abstract is insufficient to trigger an exception to a Categorical Exemption; “where there is no substantial evidence [that] a proposed project may have a significant environmental effect, further CEQA review is unnecessary.” (*Berkeley Hillside Pres. v. City of Berkeley* (2015) 60 Cal. 4th 1086, 1099.) Under CEQA Guidelines section 15384, etc., the Council cannot rely on argument, speculation, unsubstantiated opinion or narrative that this Project may cause cancer, Valley Fever, substantially and adversely affect air or water quality, or otherwise have a substantial, adverse environmental impact due to unusual circumstances. While certain facts were provided as to certain current environmental conditions (such as air quality, illnesses, water quality, etc.), there was no actual substantial evidence provided to bridge the analytical gap between the offered facts and the conclusion asserted of a potential impact by this Project given the environmental conditions specific to this Project.

The Council finds that CEQA precludes the use of evidence of social or economic impacts which do not contribute to or are not caused by physical impacts on the environment, as those statements in the record cannot be used as substantial evidence. Next, the Council finds that arguments of unusual circumstances arising because housing or commercial uses may be constructed near the operations at some future date is also speculation. No tract map has been submitted or approved by the City for development of residential units to the west and south of the Project, no application for commercial development has been submitted for approval with the City either, and it has been approximately 15 years since the development agreement was

approved for those areas. It is not unusual or uncommon for petroleum operations of this type to be co-located with commercial or other uses, nor would such a fact, in itself, constitute specific adverse impacts from this Project.

Likewise, the Council finds that arguments that the Project may violate legal requirements or conditions of approval at some future date leading to contamination is also speculation. There is no evidence in the record that this Applicant has violated any legal requirements or conditions of approval at another of Applicant's other operations, nor does CEQA consider conjecture to constitute substantial evidence. Mere assertion that the Project could be inconsistent with a future groundwater sustainability plan (that is still in the process of being developed and has not been adopted) or would otherwise adversely affect groundwater supplies or soil in violation of legal regulations and conditions of approval is also speculation that cannot be relied upon as substantial evidence in this matter as presented. Further, unlike many other uses, the Project is required to monitor and provide remediation backed by financial assurances. (See COAs.) This includes bonding required under State law (DOGGR), as well as bonding required under the AMC. (*Id.*) Finally, speculation that a future violation could occur, and that the Project may not have sufficient bonding or financial ability to fully compensate the surface owner for diminution of value is not only speculation, but an environmental and social change that would not otherwise be treated as a significant effect on the environment by CEQA. (See, for example, CEQA Guidelines, section 15064(e).)

Even assuming for the sake of argument that the Project will have an adverse impact on some persons, which is not the case, the Council finds the Project will not adversely affect the environment of persons in general due to unusual circumstances. As noted above, CEQA requires the use of the current baseline for environmental considerations. The addition of the Project will not result in an adverse change for the existing baseline physical conditions.

Finally, under Pub Res C §21084(b), this exception may not be applied to defeat a categorical exemption based on arguments that the Project will lead to greenhouse gas (GHG) emissions.

3. No Cumulative Impact

As discussed above, in applying the "cumulative impact" exception to a categorical exemption, the cumulative impact must result from "successive projects of the same type in the same place." (14 Cal Code Regs §15300.2(b).) Speculation that significant cumulative impacts will occur simply because other projects may be approved in the same area is insufficient to trigger this exception. (*Hines v California Coastal Comm'n* (2010) 186 Cal.App.4th 830, 857.)

The Council finds that speculation cumulative impacts may occur based on regional, state or global petroleum production is insufficient to trigger the exception, as those production areas are not reasonably in the "same area." Even including the entire City of Arvin for the purposes of assessment, which is just under 5 square miles in area, there are approximately a dozen or so active wells currently active in the entire jurisdiction. Further, the last time a CUP was authorized for drilling operations in Arvin was in the early 1980's – over a third of a century ago. There are no other applications, other than this Project, that are being considered by the City for

this type of use. There is no substantial evidence in the administrative record to the contrary. As such, the City Council finds that the “cumulative impact” exception under CEQA Guidelines section 15300.2(b) is not applicable to this Project.

4. No Sensitive Uses Due to Location

Finally, the exemption would not apply if the activity may have an impact on an environmental resource of “hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.” (14 Cal Code Regs §15300.2(a).)

Here, the Council finds that there is no substantial evidence in the administrative record that this Project may have an impact on an environmental resource of hazardous or critical concern. Further, there is no evidence in the record that such concerns have been designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies. The property is planned for commercial use, and surrounding parcels are planned for future residential development. There is nothing in the General Plan or Municipal code that would provide substantial evidence that the location of the site is in a sensitive environmental location. There is no evidence of any protected plants or animals near this location. As such, the City Council finds that the “sensitive” environment exception due to location under CEQA Guidelines section 15300.2(a) is not applicable to this Project.

C. Other Findings

1. No Requirement to Impose Mitigation on Project

Appellants assert that the Planning Commission failed to implement mitigation measures to mitigate potential Project impacts. The Council finds this argument is without factual or legal basis as when a Categorical Exemption applies to a project, no additional environmental analysis is required. (*Magan v. Cty. of Kings*, supra, 105 Cal. App. 4th at p. 475.) While there are features built into the design or operation of a project that will reduce or avoid an environmental impact that might otherwise occur, this is not treated as a mitigation measure that would preclude a categorical exemption. (See Operational Statement, *Wollmer v City of Berkeley* (2011) 193 Cal.App. 4th 1329.) Likewise conditions of approval imposed on the project requiring compliance with local noise standards, or other local, state or federal laws, is not a mitigation measure defeating the use of a categorical exemption, and the City Council finds the Project would meet those standards and has imposed the condition of approval to ensure that it would do so. Finally, regulations of general applicability that will prevent a significant impact from occurring are also not treated as impermissible mitigation measures.

2. Project Description is Adequate

The Council finds that the project complies with CEQA with regard to the description of the Project. This Project involves a categorical exemption, not an environmental impact report (EIR), and EIR standards regarding project descriptions are not applicable. The Planning Commission and City Council Resolutions (as well as the Agenda Reports and attached

documents) provide sufficient detail about the Project, including the size, location, operations, operating procedures, and proposed timeline for Project activities. Items not included in the CUP or Operational Statement (i.e., items not proposed as part of the Project, such as certain pipelines) cannot be used to imply ambiguity. The CUP is clear: unless contained within the CUP or the Operational Statement, a new or revised use permit is required if the operation changes or becomes inconsistent with the CUP or Operational Statement. (See Conditions of Approval, Part B.)

3. City Not Bound by Findings Made in a Separate Project

The administrative record also contains comments that the City must deny this Project as it made findings regarding a separate Project (the updated oil and gas ordinance). The Council finds that i) CEQA requires the City to analyze the impacts of the Project itself, not a separate project; ii) findings related to a legislative act of general application do not apply to specific findings and evidence required for this quasi-judicial proceeding; iii) the Council did not intend that its findings apply to any other project; iv) the findings were made subsequent to the Planning Commission's decision, and are not relevant to the Planning Commission's decision to approve the CUP, and its findings in support of the decision to apply a Categorical Exemption; and v) there is not substantial evidence in the record that the findings for an unrelated project are applicable to this Project. As stated in California case law, once an agency determines that a project falls within an exempt class, no additional environmental analysis is required. (*Magan v. Cty. of Kings* (2002) 105 Cal. App. 4th 468, 475.)

III. CONCLUSION

For all the foregoing, including evidence in the administrative record, the City Council finds and determines that there is substantial evidence in the administrative record to support the Planning Commission determination that the project falls within the Categorical Exemption set forth in CEQA Guidelines section 15303 (New Construction or Conversion of Small Structures), and that no exception under CEQA Guidelines section 15300.2 is applicable. Additionally, the City Council also finds and determines that in light of the entire administrative record and the substantial evidence before it, the project falls within the Categorical Exemption set forth in CEQA Guidelines section 15303 (New Construction or Conversion of Small Structures), and that no exception under CEQA Guidelines section 15300.2 is applicable. As such, the City of Arvin adopts a Class 3 Categorical Exemption under CEQA Guidelines section 15303 (New Construction or Conversion of Small Structures).

EXHIBIT B

FINDINGS OF ENTITLEMENT CONSISTENCY WITH MUNICIPAL CODE REQUIREMENTS

(Conditional Use Permit No. 2017-Petro Lud)

The findings are made upon all of the evidence included in the administrative record, and include the following:

Finding 1: The use proposed by Conditional Use Permit No. 2017 – Petro Lud is required to be consistent with the City of Arvin’s General Plan and zoned district designation, and must comply with the Arvin Municipal Code (AMC) including the version of Chapter 17.46 - Oil And Gas Production that was adopted in 1965.

Basis for Finding: The City of Arvin has adopted a General Plan. Local land use decisions, including zoning regulations (such as those governing the issuance of a CUP) must be consistent with the general plan. (See Gov’t. Code § 65860, *Leshar Comm., Inc. v. City of Walnut Creek* (199) 52 Cal.3d 531, 544.) Comprehensive zoning regulations lie within the police power of local governments. (See *Village of Euclid v. Ambler Realty Co.* (1926) 272 U.S. 365, 388 [47 S.Ct. 114].) As such, the City of Arvin can legislatively adopt zoning regulations, including establishing criteria for issuances of conditional use permits, as part of its zoning ordinance. Title 17 – Zoning constitutes the City’s land use zoning ordinance. (AMC § 17.02.010.) Chapter 17.46 - Oil And Gas Production is within the City’s land use zoning ordinance. Because conditional use permits are quasi-judicial actions applying standards to a particular project, the zoning ordinance must establish criteria or standards for issuance. Such standards and criteria for issuance of CUPs for oil and gas production are contained in Chapter 17.46 of the AMC. In doing so, the City determined these standards and criteria “establish reasonable limitations, safeguards and controls with respect to the future drilling for, development and production of oil, gas and other hydrocarbon substances within the incorporated territory of the city.” (AMC § 17.46.010 .) Such limitations, safeguards and controls were deemed necessary in the public interest “to ensure practices which will permit the economical recovery of the maximum amount of oil, gas and other hydrocarbon substances, but which will also take into consideration the surface uses of land as such uses are indicated by the value and character of the existing improvements in or near localities where oil and gas operations are conducted, the desirability of the area for residential or other uses, and other factors relating to the public health, comfort, safety and general welfare.” (*Id.*)

Although the City subsequently adopted an updated Chapter 17.46 after the decision of the Planning Commission that generally went into effect mere days before the City Council hearing, the updated Chapter 17.46 is not applicable for reviewing the

sufficiency of the Planning Commission’s decision prior to the ordinance becoming effective. Further, the updated ordinance expressly does not apply to the Project, as by its own terms it only applies to oil and gas operation entitlements that are submitted on or after January 1, 2018. (See Ordinance No. 451, Text Amendment No. 2017-04, section 6.) As Petro-Lud’s Project application was submitted December 21, 2017, the updated ordinance also does not apply to the Project on these grounds. The updated ordinance does not apply retroactively to the Project, and as such, the project must comply with the original version of Chapter 17.46 in effect for the Project at the time of approvals.

Finding 2: The use proposed by Conditional Use Permit No. 2017 – Petro Lud is consistent with the City of Arvin’s General Plan and zoned district designation.

Basis for Finding: The City’s General Plan land use designation for the site is “General Commercial.” Zoned District C-2 (General Commercial) is consistent with the land use designation of “General Commercial.” Oil and gas operations, including those proposed by Conditional Use Permit No. 2017 – Petro Lud, are allowed in the C-2 (General Commercial) zone with a conditional use permit per Arvin Municipal Code (AMC) § 17.46.040(A). This is consistent with the General Plan’s land use designation. Petroleum operations are also contemplated uses in the General Plan. (See, for example, General Plan p. CO-7 [acknowledging petroleum is an important resource]; CO-10 [noting the importance of conservation and access to extraction of petroleum resources; and that “oil exploration must be accommodated in land use planning decisions”]; CO-11 [were future expansion may create conflicts between oil production and more urbanized uses, the City will carefully weigh the benefits of each time of use and channel grown around productive sites, if possible].) In contrast, no substantial evidence was presented in the record that either i) the CUP was not consistent with the General Plan; or ii) that the CUP was not consistent with the land use zoning ordinance the AMC. As such, the proposed use is consistent with the General Plan and zoned district designation.

Finding 3: The use proposed by Conditional Use Permit No. 2017 – Petro Lud complies with AMC 17.46.040 - Drilling—Conditional use permit requirements.

Basis for Finding: Drilling operations are required to the requirements of AMC 17.46.040(A)(1)-(10), and one or more sections of AMC 17.46.040(A)(11)-(15). Conditional Use Permit No. 2017 – Petro Lud complies with these requirements as follows:

A. AMC 17.46.040A. “No person, firm or corporation shall conduct the drilling of any well hole or holes for the exploration for, development and production of oil, gas and other hydrocarbon substances, or install any equipment structures and facilities incidental thereto, in or upon lands within the zones specified in this section without first having applied for and obtained, by payment of the fee provided by this chapter, a conditional use permit from the planning commission to do so. No plant for the refining of petroleum products from such operation shall be permitted under this chapter.”

- Basis for Finding: Applicant has applied for, and obtained a conditional use permit. Applicant has paid fees required for the application. No plant for the

refining of petroleum products is being permitted as part of Conditional Use Permit No. 2017 – Petro Lud.

B. AMC 17.46.040(A)(1). “[N]o oil or gas well shall be drilled within one hundred (100) feet of any public highway or within one hundred and fifty (150) feet of any residence constructed prior to the commencement of such drilling, without the written consent of the owner thereof.”

- Basis for Finding: This requirement has been met. The drill area is proposed to be approximately 300 feet by 500 feet and within 80’-0” from Sycamore Road. (See Operational Statement.) The closest proposed drilling pad to Meyer Street is conditioned to be at least 250 feet from the centerline of the City’s right of way for Meyers Street. Conditions have been imposed to require the site to have a setback of at least 175 feet from the center line of Sycamore Road to allow for the opportunity to have commercial development along the frontage along Sycamore Road. The proposed operation is more than 150 feet from any residence. (See Conditions of Approval (COA) 5.)

C. AMC 17.46.040(A)(2). “That all drilling and producing operations shall conform to all applicable fire and safety regulations.”

- Basis for Finding: This requirement has been met. The conditions of approval require that all operations must conform to all applicable fire and safety regulations and must coordinate and receive clearance or any required approvals from the Kern County Fire Department. (COA 8.) Adequate firefighting apparatus and supplies, approved by the Kern County Fire Department, shall be maintained on the drilling site at all times during drilling and production operations. (*Id.*) All drilling and production activities shall be subject to all fire and safety regulations as required by the Kern County Fire Department and DOGGR. (*Id.*) Blowouts, fires, explosions and other life threatening or environmental emergencies shall be reported immediately to the Kern County Fire Department, Arvin City Manager, or designee, and State Department of Conservation, Division of Oil, Gas and Geothermal Resources (DOGGR). (*Id.*)

D. AMC 17.46.040(A)(3). “That no signs, other than directional and warning signs and those required for identification of the well shall be constructed, erected, maintained or placed on the premises or any part thereof except those required by law or ordinance to be displayed in connection with the drilling or maintenance of the well.”

- Basis for Finding: This requirement has been met. The project is conditioned to require that signs shall be directional and warning signs and signs required for identification the well. (COA 9.) Signs relating to drilling and/or production operations shall be limited to directional and warning signs, and signs for identification of wells and facilities as required by the Fire Code and DOGGR to ensure employee and public safety. (*Id.*) Signs not related to said operations

shall be subject to the provisions of Arvin Municipal Code by both the conditions of approval and operation of law. (See *id.*)

- E. AMC 17.46.040(A)(4). “That suitable and adequate sanitary toilet and washing facilities approved by the city health department, shall be installed and maintained in a clean and sanitary condition at all times.”
- Basis for Finding: This requirement has been met. The project is conditioned to require that wastewater will be self-contained and serviced by a private company. (COA 10.) The project is conditioned to require having suitable and adequate sanitary toilet and washing facilities on-site and proof of continued maintenance from a private company. (*Id.*)
- F. AMC 17.46.040(A)(5). “That proven technological improvements generally accepted and used in drilling and production methods shall be adopted as they may become from time to time available if capable of reducing factors of nuisance and annoyance.”
- Basis for Finding: This requirement has been met. The project uses technological improvements generally accepted and used in drilling and production methods. Among others, the project has been conditioned to prohibit nuisances, including noise and other restrictions to reduce nuisance and annoyance. (See, for example, COAs 14 (portable derrick), 17 (landscaping), 21 (pumping operations), 22 (maintenance of equipment), 23 (noise), and 24 (lighting).) The project is required to comply with the requirements of Municipal Code Chapter 9.08 (Noise Disturbance Ordinance). (COA 23.) During the drilling operation, two 500 horsepower main rig engines and one 1000 hp pump engine with industrial mufflers with some (one to two) auxiliary 50 hp. engines are permitted. (Operational Statement.) The use shall utilize technological improvements generally accepted and used in drilling and production methods capable of reducing factors of nuisance and annoyance. (COA 23.)
- G. AMC 17.46.040(A)(6). “That the derrick, all boilers and all other drilling equipment used pursuant to this section to drill any well hole or to repair, clean out, deepen or redrill any completed or drilling well, shall be removed within ninety (90) days after completion of such drilling, or after abandonment of any well, unless such derrick, boilers and drilling equipment are to be used, within a reasonable time limit determined by the planning commission, for the drilling of another well or wells on the premises.”
- Basis for Finding: This requirement has been met. The project has been conditioned to require any derrick, boilers or other equipment used to drill any well hole or to repair, clean out, deepen or redrill any completed or drilling well, shall be removed within 90 days after completion of such drilling, or after abandonment of any well, unless such derrick, boilers and drilling equipment are to be used, within a 30 days, for the drilling of another well or wells on the premises. (COA 11.)

H. AMC 17.46.040(A)(7). “That after any well has been placed on production no earthen sumps shall be used for the storage of petroleum.”

- Basis for Finding: This requirement has been met. The proposed use has been conditioned such that earthen sumps are prohibited during production. (COA 12.) All produced liquid will be placed into tanks, which may be portable during the test period. (*Id.*) No pipelines are proposed to carry away produced oil or gas. (*Id.*, see also Operational Statement.) Instead, any oil or gas will be produced into and shipped from tanks located on the premises. (COA 12.) If gas in producible volumes are located, pipelines may be used to carry away the produced gas. (*Id.*)

During drilling (construction) operations, an earthen pit may be used for drilling mud and cuttings if consistent with DOGGR regulations and requirements. (*Id.*) Liquid drilling mud and cuttings will be stored in the pit, which will be approximately 25 feet wide by 125 long at a depth of one to five feet. (*Id.*) All material stored in the pit will be tested, and if determined hazardous will be disposed of properly as required by local, state and federal law. If determined to be non-hazardous, the materials may be dewatered and hauled off site to an approved non-hazardous drilling mud disposal site, or spread on location if necessary to build up location for production if such disposal is compliant with local, state and federal law. (*Id.*) At the conclusion of drilling operations, and within 90 days after any well has been placed in production or after its abandonment (whichever is sooner), the earthen pit and surrounding area shall be tested for hazardous materials, remediated to remove any hazardous materials consistent with local, state and federal requirements, filled, and the location returned to its original condition as reasonably possible and subject to other conditions related to landscaping, etc., in the conditions of approval. (*Id.*)

I. AMC 17.46.040(A)(8). “That within ninety (90) days after any well has been placed in production or after its abandonment, earthen sumps used in drilling or production or both, unless such sumps are to be used within a reasonable time limit determined by the planning commission for the drilling of another well or wells, shall be filled and the drilling site restored as nearly as practicable to a uniform grade.”

- Basis for Finding: This requirement has been met. (See comments to H, directly above, which is incorporated by reference. See also COA 12.)

J. AMC 17.46.040(A)(9). “That any derrick used for servicing operations shall be of the portable type; provided, however, that upon presentation of proof that the well is of such depth or has such other characteristics, or for other cause, that a portable-type derrick will not properly service such well, the planning commission may approve the use of a standard type of derrick.”

- Basis for Finding: This requirement has been met. The proposed use has been conditioned to require that any derrick used for servicing operations shall be of the portable type; provided, however, that upon presentation of proof that the well is of such depth or has such other characteristics, or for other cause, that a portable-type derrick will not properly service such well, the applicant may seek Planning Commission approval the use of a standard type of derrick. (COA 14.)

- K. AMC 17.46.040(A)(10). “That prior to the drilling, redrilling or deepening of any well, the permittee shall file with the city clerk, a satisfactory corporate surety bond in favor of the city in the sum of five hundred dollars (\$500.00) per well or two thousand-five hundred dollars (\$2,500.00) for five (5) or more wells, executed by such permittee as principal and by an authorized surety company as surety, conditioned that the principal named in the bond shall faithfully comply with all the provisions of this section in drilling, redrilling, or deepening any well or wells covered by the bond, and shall secure the city against all losses, charges and expenses incurred by it to obtain such compliance by the principal named in the bond.”
- Basis for Finding: This requirement has been met. The Project is conditioned to be required to submit the required bonds, which shall be required prior to operation. (COA 15.) The Applicant shall be required to provide proof of compliance with the additional bonding requirements mandated by DOGGR prior to operation. (*Id.*)
- L. AMC 17.46.040(A)(11). “That all oil or gas produced shall be carried away by pipelines or, if produced into and shipped from tanks located on the premises, such tanks shall be surrounded by shrubs or trees, planted and maintained so as to develop attractive landscaping and insofar as practicable, screen such tanks from public view.”
- Basis for Finding: This requirement has been met. No pipelines are proposed to carry away produced oil. Instead, any oil will be produced into and shipped from tanks located on the premises. (COA 12.) If gas in producible volumes of gas are located, pipelines may be used to carry away the produced gas. (*Id.*) The Project has been conditioned to require landscaping around the perimeter of the site, outside of the surrounding fence or wall, so as screen equipment from public view. (COA 17.) All facilities shall be landscaped as approved by the Community Development Department Planning Division. (*Id.*) Proposed landscaping and irrigation system shall be submitted for review and approval within 60 days of completion of the first well. Landscaping shall be installed within 60 days of approval by the City, or when permanent opaque fencing or walls must be installed, and must be maintained as approved by the City. (*Id.*) Additionally, the drilling pad/site shall be fenced or walled prior to commencement of drilling or other operations. (COA 27.) Fence or wall height must be a minimum of six feet in height. (*Id.*) Razor wire is prohibited. (*Id.*) Temporary chain link fencing, with an opaque material to obscure view, is permitted until six months after the completion of activities related to the drilling. (*Id.*) Thereafter, permanent opaque fencing or walls must be installed around the site, and coated with an anti-graffiti paint or solution. (*Id.*) Any graffiti must be removed within two business days. (*Id.*)
- M. AMC 17.46.040(A)(12). “That, except in case of emergency, no materials, equipment, tools or pipe used for either drilling or production operations shall be delivered to or removed from the drilling site, except between the hours of eight (8) a.m. and eight (8) p.m. of any day.”

- Basis for Finding: This requirement has been met. The Project is conditioned such that, except in case of emergency, no materials, equipment, tools or pipe used for either drilling or production operations shall be delivered to or removed from the drilling site, except between the hours of eight a.m. and eight p.m. of any day unless otherwise mandated by DOGGR or other regulatory authority with jurisdiction. (See COA 18.)
- N. AMC 17.46.040(A)(13). “That adequate firefighting apparatus and supplies, approved by the city fire department, shall be maintained on the drilling site at all times during drilling and production operations.”
- Basis for Finding: This requirement has been met. See response to item B, above, which is incorporated by reference.
- O. AMC 17.46.040(A)(14). “That pumping wells shall be operated by electric motors or muffled internal combustion engines, and the height of all pumping units shall be not more than twenty (20) feet. All permanent equipment shall be painted and kept in neat condition. All producing operations shall be as free from noise as possible with modern oil operations.”
- Basis for Finding: This requirement has been met. The project has been conditioned to require pumping wells be operated by electric motors or muffled internal combustion engines, and the height of all pumping units shall be not more than 20 feet. (COA 21; see also COA 23.) Additionally, all permanent equipment is required to be painted and kept in neat condition unless otherwise required by a regulatory agency having jurisdiction over the equipment or otherwise recommended by the manufacturer to keep the equipment in safe and operating condition. (COA 22.) All producing operations shall be as free from noise as possible with modern oil operations. (*Id.*) Should the oil and gas operation go into production, all permanent equipment must kept in neat condition and maintained. The project shall comply with the requirements of Municipal Code Chapter 9.08 (Noise Disturbance Ordinance). (*Id.*) During the drilling operation, two 500 horsepower main rig engines and one 1000 hp pump engine with industrial mufflers, as well as some (one to two) auxiliary 50 hp. engines are permitted. (COA 23.) The use shall utilize technological improvements generally accepted and used in drilling and production methods capable of reducing factors of nuisance and annoyance. (*Id.*)
- P. AMC 17.46.040(A)(15) “That the drilling site shall be fenced or landscaped as prescribed by the planning commission.”
- Basis for Finding: This requirement has been met. See comments to L, above, which is incorporated by reference. See also COA 17 and 27.

Basis for Finding: Drilling operations are required to the requirements of AMC 17.46.040(B) and (C). Conditional Use Permit No. 2017 – Petro Lud complies with these findings as follows:

- Q. AMC 17.46.040(B) “If a producing well is not secured upon land subject to such permit within twelve (12) months from the date of issuance of such permit, or within any extended period thereof, the permit shall expire and the premises shall

be restored to their original condition as nearly as practicable to do so. No permit shall expire, however, while the permittee is continuously conducting drilling, re-drilling, completing or abandoning operations, or related operations, in a well on lands covered by such permit, which operations were commenced while such permit was otherwise in effect. For the purposes of this chapter, continuous operations are operations suspended not more than thirty (30) consecutive days. If at the expiration of such twelve (12) month period the permittee has not completed his drilling program on the lands covered by such permit, the planning commission, may upon a written request of permittee, extend the permit for the additional time requested by permittee for the completion of such drilling program.”

- Basis: This requirement has been met. The proposed use has been conditioned with this requirement. (See COA 29; see also COAs 28 and 38.)

R. AMC 17.46.040(C) “No person, firm or corporation shall conduct or maintain any existing oil or gas production operations unless the same complies with all of the fifteen (15) conditions provided for in subsection A of this section for the issuance of a conditional use permit; except that, upon application, the planning commission by specific action in each instance may waive any one (1) or more of conditions of subsections (A) (11) through (A) (15) if it finds that such waiver will not result in material detriment to the public welfare or to the property of other persons located in the vicinity thereof.”

- Basis for Finding: This requirement has been met. All 15 conditions have been met by the proposed use as conditioned as noted above, and the Applicant has not requested any waivers.

Finding 4: No substantial evidence was presented in the administrative record that the use proposed by Conditional Use Permit No. 2017 – Petro Lud is not consistent with the City of Arvin’s General Plan and zoned district designation, or does not comply with the Arvin Municipal Code (AMC) including Chapter 17.46 - Oil And Gas Production.

Basis for Finding: The record is devoid of any substantial evidence that the use proposed by Conditional Use Permit No. 2017 – Petro Lud is not consistent with the City of Arvin’s General Plan, zoned district designation, or does not comply with the Arvin Municipal Code (AMC) including Chapter 17.46 - Oil And Gas Production. (See Administrative Record; see also Finding 2.)

Setbacks as conditioned meet the requirements of the AMC. The setback requirement is a requirement for distance (in feet) from the well head or drill site, not from the “drilling area.” The “drilling area” is the location that will be set aside on the parcel for drilling activities; it is not the same as the wellhead or drilling site itself. Condition of approval no. 5 is clear that the setback for the Project is 175 feet from the “drill site” to Sycamore Street and 235 feet from the centerline of the City’s right of way for Sycamore Street.

Additionally, there is no inconsistency regarding the AMC requirements prohibiting hazardous materials. As hazardous substances are prohibited from being used at the site, the Project meets the requirements a Categorical Exemption for the purposes of CEQA.

Findings were made for the purposes of CEQA that there is no substantial evidence to support an argument that an exception applies under CEQA Guidelines section 15300.2(c) of a “significant” adverse effect, as there will not be “significant” amounts of hazardous substances used for the Project. In other words, prohibiting all uses of hazardous substances means there will not be “significant” amounts of those substances used for the Project, and there is no substantial evidence of a “significant” adverse effect related to those substances. Thus, there is no inconsistency between the finding made for the purposes of CEQA, and those made with regard to compliance with the AMC.

Finding 5: The claim that “the Planning Commission failed to provide adequate due process for the public to review the Project, as required under the law” is without basis.

Basis for Finding: The law provides a presumption “that which out to have been done is regarded as done.” (Civil Code § 3529.) Here, all actions were taken as required by state law and the AMC. AMC 17.46.040(A) provides in part that “The procedure for filing of applications, investigation, notices, public hearings, findings and appeal shall be the same as provided for variances, in Chapter 17.50, Variances, Modifications and Zone Changes...”⁴ Chapter 17.54 addresses “Variances, Modifications and Zone Changes, ” and Section 17.54.100 (Hearing-Notice) provides as follows:

A. Following the receipt in proper form of any application filed under the provisions of this chapter, the secretary of the planning commission shall fix a time and place of public hearing thereon.

B. Not less than ten (10) days before the date of any public hearing fixed by the secretary of the planning commission as provided in this section, the date of such public hearing, notice of the date, time, place of hearing and location of the property and the nature of the request shall be given by any two (2) of the following methods, the publishing and mailing methods to be used unless otherwise directed by the planning commission:

1. By publishing once in a newspaper of general circulation in the city;
2. By mailing a notice, postage prepaid, to the applicant, to each member of the planning commission, and to the owners of all property within three hundred (300) feet of the exterior boundaries of the property involved, using for this purpose the last known name and address of such owners as shown upon the last assessment roll of the county;
3. By posting notices not more than three hundred (300) feet apart along each and every street upon which the property involved abuts, for a distance of not less than three hundred (300) feet in each direction from the exterior limits of such property.

⁴ The City Council has interpreted, and interprets the reference to Chapter “17.50” instead of “17.54” as a clerical error. Chapter 17.50 does not set forth any procedures, etc., for variance, modifications and zone changes as contemplated by AMC 17.46.40(A).

Here, the secretary of the Planning Commission set the public hearing on the CUP for May 30, 2018, starting at 6:00 p.m. at the City of Arvin Council Chambers, 200 Campus Drive, Arvin CA 93203. (See Notice of Public Hearing published May 19, 2018; Planning Commission Agenda of May 30, 2018.) The Notice of Public Hearing for the Planning Commission hearing on the CUP was published on May 19, 2018, in the Bakersfield Californian. (See Notice of Public Hearing published May 19, 2018.) Additionally, the secretary of the Planning Commission mailed the Notice of Public Hearing to all property owners within 300 feet of the property per the requirements of AMC 17.54.100(B)(2). (See Planning Commission Resolution APC 2018-10.) Additionally, an Agenda Report was prepared with multiple attachments as noted in the record (including the Operations Statement, Oil and Gas Production Locational and Operational Criteria, Limited Title Certificate, Response to request additional information, equipment being used, letters from various parties regarding the proposed use, the Notice of Public Hearing, and the proposed conditions of approval). (See City of Arvin Agenda Report of May 30, 2018.) This Agenda Report and accompanying documents were posted on the City's website for Planning Commission Agendas, and provided to the public consistent with the Ralph M. Brown Act, on May 25, 2018. (See also Planning Commission Resolution APC 2018-10 regarding notice having been given as required by state law.) Further, at the hearing copies of the Agenda Report, with accompanying documents, were provided to the public. A public hearing was also held, wherein the Planning Commission provided the public an opportunity to provide comments, present evidence. (See Planning Commission Resolution APC 2018-10.) After public hearing was closed, the Planning Commission deliberated and then adopted Resolution APC 2018-10. (See *id.*) The very next day, on May 31, 2018, the Applicant, City Clerk, City Council and adjacent property owner(s) were advised of the Planning Commission's action and provided a copy of Planning Commission Resolution APC 2018-10. (See correspondence dated May 31, 2018, to Petro-Lud.) In sum, the Planning Commission did not infringe on the public's due process rights.

In contrast, the claim that "the Planning Commission failed to provide adequate due process for the public to review the Project, as required under the law" lacks both any legal basis or factual basis. The law cited is inapplicable to an administrative body's approval of a private citizen's application for a CUP, and instead is specific for the process applicable to development agreements. No development agreement approval was before the Planning Commission – only the CUP. Additionally, reference was made to a development agreement for Tract 5816, of which this site is a part, claiming that oil and gas uses were recently added as a requirement to the property which would affect the Project. There is no evidence cited in support of this premise. Instead, the development agreement for Tract 5816 with Sycamore Villas was adopted by the City in 2003. The development agreement required up to four acres of land to be reserved in Tract 5816 for oil and gas exploration to, among others, consolidate petroleum operations in one location rather than spreading them through Tract 5816 where residences would be developed. Subsequently, Sycamore Villas lost possession of the property during the Great Recession, and a portion of the property was recently acquired by Westminster – a third party who is not an applicant for the CUP. An amendment to the original development agreement was recently approved by the City that approving Westminster as a successor in interest to the original development agreement as previously amended.

Petroleum operations were not modified by the amendment. In other words i) the development agreement process is completely separate from the CUP considered by the Planning Commission; ii) the Planning Commission did not waive its authority to review the CUP application, and it conducted a full administrative proceeding for the Project, including a noticed public hearing and CEQA determination; iii) the amendment to the development agreement with third-party Westminster did not modify any petroleum obligations as originally established by the development agreement in 2003; and iv) to the extent that a party wishes to challenge the conditions approved in 2003 regarding a development agreement not part of this CUP process, the statute of limitations has long since passed.

EXHIBIT C
CONDITIONS OF APPROVAL
Conditional Use Permit No. 2017-Petro Lud

(CUP 2017-Petro-Lud – Stockton Project - Oil and Gas Exploratory and Production Well -APN 189-351-36 Southwest Corner of Sycamore Road and Meyer Street; proposes the establishment of a drill pad no larger than 300’-0” by 500’-0” and four (4) exploratory well sites which may be converted into production wells)

NOTICE TO PROJECT APPLICANT

In accordance with the provisions of Government Code Section 66020(d)(1), the imposition of fees, dedication, reservations or exactions for this project are subject to protest by the project applicant at the time of approval or conditional approval of the development or within 90 days after the date of imposition of fees, dedications, reservation, or exactions imposed on the development project.

This notice does not apply to those fees, dedications, reservations, or exactions which were previously imposed and duly noticed; or, where no notice was previously required under the provisions of Government Code Section 66020(d)(1) in effect before January 1, 1997.

PART A - PROJECT INFORMATION

1. Assessor’s Parcel No: 189-351-36
2. Street Location: Southwest Corner of Sycamore Road and Meyer Street, Arvin.
3. Existing Zoning: C-2 (General Commercial)
4. Planned Land Use: General Commercial
5. Project Description: Conditional Use Permit 2017 – Petro Lud requests authorization to permit four (4) Oil and Gas Exploratory and Production Wells (Stockton Project) on property located at the Southwest Corner of Sycamore Road and Meyer Street, a portion of APN 189-351-36. The proposed drilling area is no larger than 300’-0” by 500’-0.”

PART B – GENERAL CONDITIONS AND REQUIREMENTS

The Planning Commission approved these conditions on May 30, 2018. [Note: The City Council denied the appeals of the approval and upheld the Planning Commission decision approving the conditions on September 4, 2018.]

This project was environmentally assessed, and resulted in a Class 3 Categorical Exemption under CEQA Guidelines section 15303 (New Construction or Conversion of Small Structures).

IMPORTANT: PLEASE READ CAREFULLY

Please note that this project may be subject to a variety of discretionary conditions of approval. These include conditions based on adopted City plans and policies, those determined through site plan review and environmental assessment essential to mitigate adverse effects on the environment including the health, safety, and welfare of the community, and recommended conditions for development that are not essential to health, safety, and welfare, but would on the whole enhance the project and its relationship to the neighborhood and environment.

Discretionary conditions of approval may be appealed. All code requirements, however, are mandatory and may only be modified by variance, provided the findings can be made.

All discretionary conditions of approval will ultimately be deemed mandatory unless appealed to the City Council within 15 days after the decision by the Planning Commission or 10 days after the mailing required notices (if any), whichever date is later.

In the event you wish to appeal the Planning Commission's decision or discretionary conditions of approval, you may do so by filing a written appeal with the City Clerk. The appeal shall include a statement of your interest in or relationship to the subject property, the decision or action appealed and specific reasons why you believe the decision or action appealed should not be upheld.

Approval of this conditional use permit shall be considered null and void in the event of failure by the applicant and/or the authorized representative, architect, engineer, or designer to disclose and delineate all facts and information relating to the subject property and the proposed development including, but not limited to, the following:

- a. All existing and proposed improvements including but not limited to buildings and structures, signs and their uses, trees, walls, driveways, outdoor storage, and open land use areas on the subject property and all of the preceding which are located on adjoining property and may encroach on the subject property;
- b. All public and private easements, rights-of-way and any actual or potential prescriptive easements or uses of the subject property; and,
- c. Existing and proposed grade differentials between the subject property and adjoining property zoned or planned for residential use.

Approval of this use permit may become null and void in the event that development is not completed in accordance with all the conditions and requirements imposed on this use permit, the Zoning Ordinance, and all City Standards and Specifications. This use permit is granted, and the conditions imposed, based upon the Operation Statement provided by the applicant. The Operation Statement is material to the issuance of this use permit. Unless the conditions of approval specifically require operation inconsistent with the Operation Statement, a new or revised use permit is required if the operation of this establishment changes or becomes inconsistent with the Operation Statement. Failure to operate in accordance with the conditions and requirements imposed may result in revocation of the use permit or any other enforcement remedy available under the law. The City shall not assume responsibility for any

deletions or omissions resulting from the use permit review process or for additions or alterations to any construction or building plans not specifically submitted and reviewed and approved pursuant to this use permit or subsequent amendments or revisions.

No uses of land, buildings, or structures other than those specifically approved pursuant to this use permit shall be permitted.

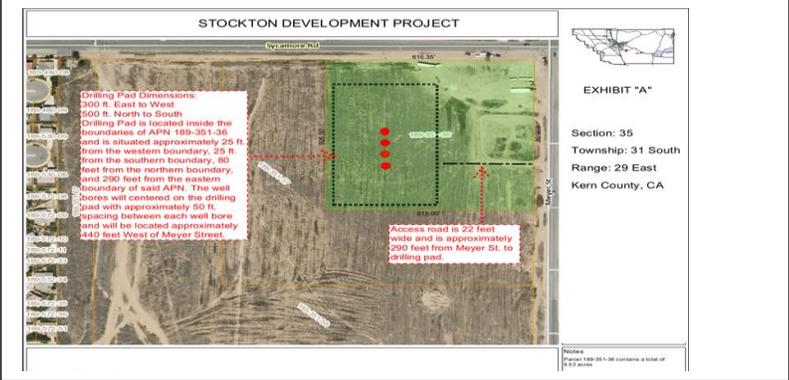
If a producing well is not secured upon land subject to such permit within twelve (12) months from the date of issuance of this use permit, or within any extended period thereof, this use permit shall expire and the premises shall be restored to their original condition as nearly as practicable to do so. The use permit shall not expire, however, while the permittee is continuously conducting drilling, re-drilling, completing or abandoning operations, or related operations, in a well on lands covered by such permit, which operations were commenced while such use permit was otherwise in effect. Continuous operations are operations suspended not more than thirty (30) consecutive days. If at the expiration of such twelve (12) month period the permittee has not completed the drilling program on the lands covered by such permit, the planning commission, may upon a written request of permittee, extend the permit for the additional time requested by permittee for the completion of such drilling program. (Section 17.46.040(B).)⁵

These conditions are applicable to any person or entity making use of this use permit, whether identified as “permittee,” “applicant,” “operator,” “developer,” or is unnamed.

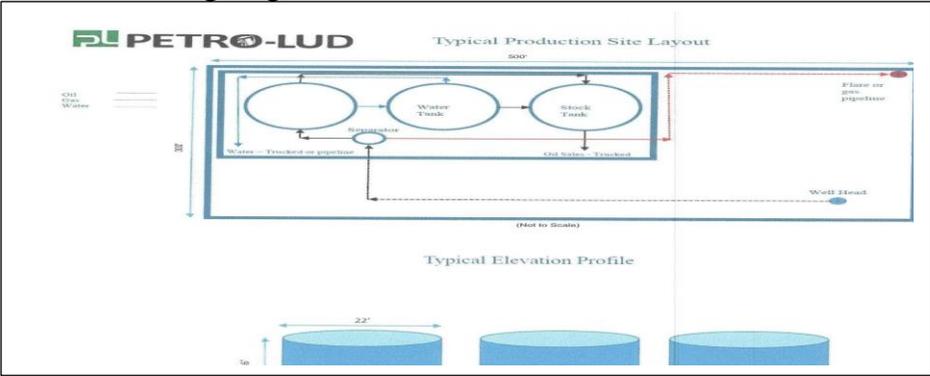
PART C – ADDITIONAL CONDITIONS

- 1. Approvals: The project shall be constructed and used in accordance with all approved plans, conditions of approval, and other required permits and approvals. All construction shall comply with applicable building codes.
- 2. Laws and Regulations: The use will comply with will all applicable laws and government regulations, including all applicable federal, state, and local laws, including those pertaining to hazardous materials, air and water quality, waste disposal, the Clean Water Act, the Clean Air Act, the Federal Water Pollution Control Act, the Solid waste Disposal Act, the Resource Conservation Recovery Act, the Resource Compensation and Liability Act, as well as the rules, regulations and ordinances of the Environmental Protection Agency, the California Division of Oil, Gas, and Geothermal Resources (DOGGR), the California Department of Health Services, the California Regional Water Quality Control Board, the San Joaquin Valley Air Pollution Control District, the City of Arvin’s Municipal Code (including Chapter 17.46 – Oil and Gas Production), and any other applicable laws or regulations.
- 3. Location of Use: Application and operation shall be limited to the surface areas in APN 189-351-36, subject to the setbacks identified below, and generally depicted as an area 300’-0” X 500’-0” as illustrated below:

⁵ All references are to the Arvin Municipal Code unless otherwise noted.



4. Typical Layout: Typical layout of facilities shall generally comply with the following diagram:



5. Setbacks: Location of oil or gas well shall be in the area approved, and under no conditions shall an oil or gas well be within 100 feet of any public highway one within 150 of any residence (Section 17.46.040 A-1). Additionally, the site shall be set back at least 235 feet from the centerline of the City’s right of way for Sycamore Street, and 165 feet from the centerline of the City’s right of way Meyers Street, to allow for the potential commercial development.

6. Building Permits. If a grading plan is required by the Building Division, building permits will not be issued until the grading plan is approved by both the City Engineer and the Building Division.

7. Parking: All off-street parking and operations and staging shall be restricted to the drill pad area.

8. Fire and Safety Regulations: All operations must conform to all applicable fire and safety regulations and must coordinate and receive clearance or any required approvals from the Kern County Fire Department (Section 17.46.040 A-2). Adequate firefighting apparatus and supplies, approved by the Kern County Fire Department,

shall be maintained on the drilling site at all times during drilling and production operations (Section 17.46.040 A-13). All drilling and production activities shall be subject to all fire and safety regulations as required by the Kern County Fire Department and DOGGR. Blowouts, fires, explosions and other life threatening or environmental emergencies shall be reported immediately to the Kern County Fire Department, Arvin City Manager, or designee, and State Department of Conservation, Division of Oil, Gas and Geothermal Resources (DOGGR).

9. Signs. Signs shall be directional and warning signs and signs required for identification the well. (Section 17.46.040 A-3) Signs relating to drilling and/or production operations shall be limited to directional and warning signs, and signs for identification of wells and facilities as required by the Fire Code and DOGGR to ensure employee and public safety. Signs not related to said operations shall be subject to the provisions of Arvin Municipal Code.

10. Sanitary Facilities and Wastewater: Sanitary toilet and washing facilities shall be installed and maintained a clean and sanitary condition at all times. The applicant shall provide proof that a private company will provide maintenance service (Section 17.46.040 A-4). Wastewater will be self-contained and serviced by a private company; no connection to the City's wastewater system is authorized.

11. Drilling Equipment Removal: Any derrick, boilers or other equipment used to drill any well hole or to repair, clean out, deepen or redrill any completed or drilling well, shall be removed within ninety (90) days after completion of such drilling, or after abandonment of any well, unless such derrick, boilers and drilling equipment are to be used, within a thirty (30) days, for the drilling of another well or wells on the premises (Section 17.46.040 A-6).

12. Sumps and Tanks: Earthen sumps are prohibited during production. (Section 17.46.040 A-11.) All produced liquid will be placed into tanks, which may be portable during the test period. No pipelines are proposed to carry away produced oil. Instead, any oil or gas will be produced into and shipped from tanks located on the premises. (Section 17.46.040 A-11.) If gas in producible volumes are located, pipelines may be used to carry away the produced gas.

During drilling operations, an earthen pit may be used for drilling mud and cuttings if consistent with DOGGR regulations and requirements. Liquid drilling mud and cuttings will be stored in the pit, which will be approximately 25'-0" wide by 125'-0" long at a depth of 1-5'-0". All material stored in the pit will be tested, and if determined hazardous will be disposed of properly as required by local, state and federal law. If determined to be non-hazardous, the materials may be dewatered and hauled off site to an approved non-hazardous drilling mud disposal site, or spread on location if necessary to build up location for production if such disposal is compliant with local, state and federal law. At the conclusion of drilling operations, and within ninety (90) days after any well has been placed in production or after its abandonment (whichever is sooner), the earthen pit and surrounding area shall be tested for hazardous materials, remediated to remove any hazardous materials consistent with

local, state and federal requirements, filled, and the location returned to its original condition as reasonably possible and subject to other conditions related to landscaping, etc., in these conditions of approval. (Section 17.46.040 A-7.)

13. Flare: Unless otherwise mandated by a regulatory agency with jurisdiction, produced gas will be metered and then incinerated in a flare system utilizing an air induction line, continues pilot, and wind shroud to ensure complete combustion. All flares shall be shielded from adjacent properties and road rights-of-way.

14. Portable Derrick and Drilling: Any derrick used for servicing operations shall be of the portable type; provided, however, that upon presentation of proof that the well is of such depth or has such other characteristics, or for other cause, that a portable-type derrick will not properly service such well, the applicant may seek planning commission approval the use of a standard type of derrick (Section 17.46.040 A-9) The use of portable oil derrick is approved. There will not be more than one (1) drilling rig on location at a time. Drilling operations may take place 24 hours per day.

15. Bonding: Bonding shall be required in the amount of \$500.00 per well as is required by Municipal Code Section 7.46.040 A-10. Additionally, operators are required to comply with DOGGR bonding and other requirements at all times, and proof of compliance with such bonding requirement must be submitted to the City prior to any drilling operations.

16. Commercial Uses: The proposed site is located on property zone C-2 (General Commercial). This use permit does not allow applicant the use of the proposed site for commercial purposes other than oil and gas exploratory and production wells as noted in the Project Description and conditioned herein. However, recognizing that drilling, re-drilling, re-working, abandonment, maintenance or other equipment is typically required on site on a temporary basis for relatively short durations, portions of the site are authorized - at the applicant's discretion - to be used for commercial parking or similar uses under the following conditions:

- a. Prior to use of a portion of the site as a commercial use, the commercial use on APN 189-351-36 must obtain all required City approvals and permits.
- b. The applicant/operator shall designate a specific location for the secondary commercial use, which must be approved during the permitting process for the commercial use; or if no permits are pending, by the City's Community Development Department Planning Division.
- c. Any incidental commercial use shall be secondary and subservient to the use authorized by this use permit.
- d. No permanent structure shall be erected within the area of the project site for the commercial use which will inhibit or restrict drilling, re-drilling, re-working, abandonment, maintenance or other equipment used for the site. Paved parking lots, sidewalks, landscaping, irrigation systems, etc., are not permanent structures.

- e. A covenant, in a form acceptable to the City, shall be recorded against the commercial property requiring compliance with subsection (a-d) prior to commercial use of a portion of the project site.

If a covenant is recorded as required by subsection (e), and if the specific location for the commercial use is approved by the City, then conditions herein requiring landscaping and fencing/walls around the project site may be reduced to encompass just the location where commercial uses will not occur. Applicant will still be responsible for litter, debris and weed control for the entire site, will still be responsible for securing the portion of the site where commercial uses will not occur, and is still required to ensure that parking for the permitted use occur on site.

17. Landscaping: Landscaping will be required around the perimeter of the site, outside of the surrounding fence or wall, so as screen equipment from public view (Section 17.46.040 A-11). All facilities shall be landscaped as approved by the Community Development Department Planning Division. Proposed landscaping and irrigation system shall be submitted for review and approval within 60 days of completion of the first well. Landscaping shall be installed within 60 days of approval by the City, or when permanent opaque fencing or walls must be installed, and must be maintained as approved by the City.

18. Deliveries: Except in case of emergency, no materials, equipment, tools or pipe used for either drilling or production operations shall be delivered to or removed from the drilling site, except between the hours of eight (8) a.m. and eight (8) p.m. of any day (Section 17.46.040 A- 12) unless otherwise mandated by DOGGR or other regulatory authority with jurisdiction.

19. Truck Routes: Vehicles in excess of three tons shall be restricted to those public roads specified as Truck Routes as established by the City of Arvin's Circulation Element, primarily Sycamore Street and Meyer Road.

20. Notification of Emergencies: In cases of fires, blowouts, explosions and other emergencies the applicant must promptly contact and notify the Kern County Fire Department, Arvin City Manager or designee, and DOGGR.

21. Pumping Operations: Pumping wells shall be operated by electric motors or muffled internal combustion engines, and the height of all pumping units shall be not more than twenty (20) feet.

22. Maintenance of Equipment: All permanent equipment shall be painted and kept in neat condition unless otherwise required by a regulatory agency having jurisdiction over the equipment or otherwise recommended by the manufacturer to keep the equipment in safe and operating condition. All producing operations shall be as free from noise as possible with modern oil operations (Section 17.46.040 A-14). Should the oil and gas operation go into production, all permanent equipment must kept in neat condition and maintained.

23. Noise: The project shall comply with the requirements of Municipal Code Chapter 9.08 (Noise Disturbance Ordinance). During the drilling operation, 2-500 horsepower main rig engines and 1-1000 hp pump engine with industrial mufflers with some (1- 2) auxiliary 50 hp. engines is permitted. The use shall utilize technological improvements generally accepted and used in drilling and production methods capable of reducing factors of nuisance and annoyance (Section 17.46.040 A-5).

24. Lighting: Unless otherwise mandated by DOGGR or other agency with regulatory jurisdiction, all outdoor lighting shall be hooded and directed as to not shine toward adjacent properties and public streets. All portable lighting, including lights located atop the drill rig, shall be pointed downward toward the base of the rig to minimize potential glare. All drilling towers shall be marked and lighted in such a manner as to avoid potential safety hazards to aircraft application of herbicides and pesticides on adjacent farmlands.

25. Dust and odors: The project shall not use any process, equipment or materials which will be objectionable to persons living or working in the vicinity by reason of odor, fumes, dust, smoke, etc. Produced oil and muds must be contained. The use shall comply with all regulations of the San Joaquin Valley Air Pollution Control District (Regulation VIII) concerning dust suppression during construction of the project. Methods include, but are not limited to; use of water or chemical stabilizer/suppressants to control dust emission from disturbed area, stock piles, and access ways; covering or wetting materials that are transported off-site; limit construction-related speed to 15 mph on all unpaved areas/washing of construction vehicles before they enter public streets to minimize carryout/track out; and cease grading and earth moving during periods of high winds (20 mph or more).

26. Litter and Debris: The site must be kept weed, litter and brush free at all times. A weed abatement and brush clearance maintenance program will be implemented to reduce fire hazards to developed property in the immediate vicinity of vacant, undeveloped land, and comply with the applicable fire code and DOGGR requirements.

27. Secured Site; Fencing and Walls: Operations at the site must be secured at all times. The drilling pad / site shall be fenced or walled prior to commencement of drilling or other operations. (Section 17.46.040 A-15). Fence or wall height must be a minimum of six (6') feet in height. Razor wire is prohibited. Temporary chain link fencing, with an opaque material to obscure view, is permitted until six (6) months after the completion of activities related to the drilling. Thereafter, permanent opaque fencing or walls must be installed around the site, and coated with an anti-graffiti paint or solution. Any graffiti must be removed within 2 (two) business days.

28. Site Access: Site access must be off of Meyer Street; no access from Sycamore Road shall be permitted. Encroachment permit application and approval from the City Engineer for the access road to the drill site from Meyer Street is

required. The access from Meyer Street shall be a temporary access road of approximately 22'-0" wide and shall be surfaced with materials to prevent dust and shall be maintained to prevent rutting along the access road. Temporary improvements shall be required to ensure that the Meyer Street roadway will not be damaged by the oil and gas operations. Once the oil and gas operations are completed, the temporary road access improvements shall be removed and restored to original condition as near as reasonably possible, unless the applicant and surface right owners obtain approval from the Community Development Department Planning Division. Should operations cause damage to Meyer Road or other City facilities, the operator or use permit holder(s) shall be responsible for the complete cost of repair of the damage.

29. Site Restoration: When drilling operations are complete, the applicant shall return the project site (as much as practical and subject to other conditions related to landscaping, etc., in these conditions) to its original condition as near as reasonably possible.

30. Hazardous Materials: The transport, use or disposal of hazardous materials is prohibited. No hazardous material will be used in the drilling mud system. All drilled cuttings will be separated from the mud system, de-watered and stored on the location until the drilling is completed, liquid waste (water from the drilling mud) will be re-used as needed in the mud system. The excess will be stored on the site until it is dewatered. All drilling fluids to be used during the drilling of the above referenced well will be the same drilling materials that are currently used in accordance with locally drilled agriculture wells. All cuttings and drilling fluids will be dewatered and hauled off site to an approved non-hazardous drilling mud disposal site or spread on location if desired to build up location for production facilities or other purposes.

31. Unauthorized Release of Petroleum Products, Etc.: Any unauthorized releases of petroleum, produced water, or hazardous materials in a reportable amount resulting from use of the site shall be promptly reported as required by applicable federal, state or local law or regulation, and shall report the same to the City in four (4) business days. The applicant/operator shall immediately determine the source of the release, undertake any repairs or procedures to ensure that the release has stopped, and promptly remediate any unauthorized release consistent with federal, state and local requirements.

If petroleum, produced water, or hazardous materials in a reportable amount are discovered present in the soil, water or groundwater at or immediately adjacent to the site, then the applicant/operator shall report the same to the City within four (4) business days after having received a complaint or obtained knowledge of the same, and shall report as required by applicable federal, state or local law or regulation. Applicant/operator shall immediately investigate the source of such alleged release. If the use of the site is responsible for such release, then the applicant/operator shall promptly determine the source of the release, undertake any repairs or procedures to ensure that the release has stopped, and promptly remediate any unauthorized release consistent with federal, state and local requirements.

Applicant/operator shall submit monthly written updates to the Community Development Planning Department until any unauthorized release on the site or attributable to the applicant/operator is remediated consistent with federal, state and local requirements, and the applicant/operator provides acceptable documentation (such as clearance from DOGGR) of the same to the City.

32. Reporting Requirements: In addition to reporting unauthorized releases, the applicant/operator shall provide the City with any of any notice, claim or allegation of a violation, or proceeding regarding the same, received from any federal, state, or local governmental agency. Applicant/operator shall submit monthly written updates regarding the status of the same to the Community Development Planning Department, including the final determination.

33. Storm Water Discharge. The project shall comply with National Pollution Discharge Elimination System (NPDES) regulations and permitting requirements to control direct storm water discharge, as well as applying any applicable Water Quality Management Plans and Best Management Practices (BMP).

34. Water Wells and Septic Tanks: Prior to commencing operations, all water wells and septic systems within the project area shall be properly destroyed by an appropriately-licensed contractor. Prior to destruction of any agricultural well, a sample of the uppermost fluid in the well column shall be checked for lubricating oil. Should lubricating oil be found in the well, the oil shall be removed from the well prior to placement of fill material for destruction.

35. Undocumented Oil or Gas Wells: In the event a previously undocumented oil or gas well is uncovered or discovered on the project, the operator shall promptly inform DOGGR and comply with DOGGR requirements.

36. Human Remains: If human remains are discovered during grading or construction activities, work would cease pursuant to Section 7050.5 of the California Health and Safety Code. If human remains are identified on the site at any time, work shall stop at the location of the find and the Kern County Coroner shall be notified immediately, and the local Native American community shall be notified immediately, as required by Section 7050.5 of the California Health and Safety Code and Section 5097.98 of the California Public Resource Code.

37. Cultural Resources: If unrecorded cultural resources are located during development of the site, work must halt in the vicinity and the finds must be assessed by a qualified archaeologist. Any recommendations made by the qualified archaeologist shall be completed by the developer prior to commencement of the development.

38. Abandonment: All wells will be plugged and abandoned in compliance with the California Department of Conservation, Division of Oil, Gas and Geothermal Resources regulations. Proof of DOGGR approval of the request to abandon shall be

provided to the City prior to abandonment. The applicant shall provide the location of all structures (above and below ground) proposed to be removed or to remain in place, as well as the exact location of all wells (including distances from boundaries) along with the DOGGR well name and number. If any contamination is known, the type and extent shall also be provided to the City, along with the proposed remedial actions to the level of detail that can be assessed through environmental review. Prior to abandonment, approval from the Community Development, Planning Division must be obtained regarding measures proposed to be used to prevent or reduce nuisance effects (e.g., dust, fumes, glare, noise, odor, smoke, traffic congestion, vibration, etc.) and to prevent danger to life and property.

39. Rights Run with the Land: Unless otherwise conditioned, this approval runs with the land and may continue under successive owners provided all provisions are satisfied.

40. Fees and Costs: Prior to commencing use under this conditional use permit, the applicant shall pay, in full, all fees and costs required for the processing of the use permit or otherwise required by any applicable City of Arvin resolution or ordinance. If a deposit has been made with the City, and is inadequate, the applicant shall pay any remaining balance(s) within thirty (30) days of being invoiced by the City.

41. Indemnity, Defense and Hold Harmless: The applicant, operator, and/or property owner ("Applicant" herein) agrees to indemnify, defend, and hold harmless the City of Arvin, its officers, agents, employees, departments, commissioners and boards ("City" herein) against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, in any way arising from, the terms and provisions of this application, including without limitation any CEQA approval or any related development approvals or conditions whether imposed by the City, or not, except for City's sole active negligence or willful misconduct. This indemnification condition does not prevent the Applicant from challenging any decision by the City related to this project and the obligations of this condition apply regardless of whether any other permits or entitlements are issued.

42. The City Manager or designee shall have the authority to review and make minor changes or modifications to conditions and may approve minor changes that enhance the operational and environmental conditions of the project. The City Manager or designee shall advise the Planning Commission of minor changes or modifications.

189 351 19 00
Arvin Islamic Center Inc
804 Haven Dr
Arvin, CA 93203-1337

189 351 36 00
Westminster Capital Inc
233 Wilshire Blvd #525
Santa Monica, CA 90401-1225

189 351 37 00
Westminster Capital Inc
233 Wilshire Blvd #525
Santa Monica, CA 90401-1225

189 351 58 00
Westminster Capital Inc
233 Wilshire Blvd #525
Santa Monica, CA 90401-1225

189 351 67 00
Westminster Capital Inc
233 Wilshire Blvd #525
Santa Monica, CA 90401-1225

189 441 01 00
Mario Nunez Arreguin
700 Trino Ave
Arvin, CA 93203-2702

189 441 02 00
Jesus Woggn
704 Trino Ave
Arvin, CA 93203-2702

189 441 03 00
Isidro & Lilia Gonzalez
1716 Payne Dr
Arvin, CA 93203-2701

189 441 04 00
Manuel & Maria Parra
1712 Payne Dr
Arvin, CA 93203-2701

189 441 05 00
Enrique & Juana Manuel
1708 Payne Dr
Arvin, CA 93203-2701

189 441 06 00
Argelio & Perla Salinas
1704 Payne Dr
Arvin, CA 93203-2701

189 441 07 00
Federico Garcia
1700 Payne Dr
Arvin, CA 93203-2701

189 442 03 00
Gonzalo & Lopez Fabiola Muniz
1709 Payne Dr
Arvin, CA 93203-2700

189 442 04 00
J Jesus & Josefina Parra
800 Trino Ave
Arvin, CA 93203-2704

189 442 05 00
Noelia Lopez
804 Trino Ave
Arvin, CA 93203-2704

189 442 06 00
Pedro & Eufrocina Tinoco
808 Trino Ave
Arvin, CA 93203-2704

189 442 07 00
Pilar Gallardo
812 Trino Ave
Arvin, CA 93203-2704

189 442 08 00
Ruben & Maria Elena Perez
816 Trino Ave
Arvin, CA 93203-2704

189 442 09 00
Antonio & Maria Guadalupe Gonzales
820 Trino Ave
Arvin, CA 93203-2704

189 442 11 00
John Langford
4629 N Blythe Ave
Fresno, CA 93722-3908

189 442 14 00
Antonio & Oliva Magana Sr.
717 Sycamore Rd
Arvin, CA 93203-2170

189 442 15 00
Isidro & Denise Loza Jr.
1705 Payne Dr
Arvin, CA 93203-2700

189 443 01 00
Manuel & Maria Gonzales
821 Trino Ave
Arvin, CA 93203-2705

189 443 02 00
Rafael & Maria Garcia
817 Trino Ave
Arvin, CA 93203-2705

189 443 03 00
Juan Gallardo Garcia
813 Trino Ave
Arvin, CA 93203-2705

189 443 04 00
Miguel & Anel Bedolla Perez
809 Trino Ave
Arvin, CA 93203-2705

189 443 05 00
Nancy Leon
805 Trino Ave
Arvin, CA 93203-2705

189 443 06 00
Rosalba Sawers
604 Trino Ave
Arvin, CA 93203-2738

189 443 07 00
Rigobert & Carolina Tinoco
717 Trino Ave
Arvin, CA 93203-2703

189 443 08 00
Jesus Perez
713 Trino Ave
Arvin, CA 93203-2703

189 443 09 00
Guillermo & Patricia Garcia
709 Trino Ave
Arvin, CA 93203-2703

189 443 10 00
Manuel & Alicia Quintino Carrera Jr.
705 Trino Ave
Arvin, CA 93203-2703

189 443 11 00
Mario & Elvira Moreno
1300 La Lila
Arvin, CA 93203-2452

189 443 12 00
Ricardo Martinez
704 Mary St
Arvin, CA 93203-2706

189 443 13 00
Arturo & Bertha Lozano
708 Mary St
Arvin, CA 93203-2706

189 443 14 00
J Guadalupe & Sonia Duran
712 Mary St
Arvin, CA 93203-2706

189 443 15 00
Jesus & Sonia Moreno
PO Box 363
Arvin, CA 93203-0363

189 443 16 00
Ruben Fuentes
800 Mary St
Arvin, CA 93203-2708

189 443 17 00
Jose & Ramos Yessica Rodriguez
804 Mary St
Arvin, CA 93203-2708

189 443 18 00
Bernardino Geta
808 Mary St
Arvin, CA 93203-2708

189 443 19 00
Nicolas & Maria Guadalupe Moreno
812 Mary St
Arvin, CA 93203-2708

189 443 20 00
Rafael & Teresa Mendoza
7816 Hubble Ct
Bakersfield, CA 93307-7339

189 444 01 00
Manuel Nunez & Nunez Caroline Gome
817 Mary St
Arvin, CA 93203-2709

189 444 02 00
B Octavio Rodriguez
813 Mary St
Arvin, CA 93203-2709

189 444 03 00
Luis & Emilia Robles
805 Mary St
Arvin, CA 93203-2709

189 444 04 00
Fahd Sam Aizah
1316 Los Cantos Ave
Arvin, CA 93203-9474

189 444 05 00
Leonardo Martinez Gallardo
717 Mary St
Arvin, CA 93203-2707

189 444 06 00
Larry & Graciela Goodwin
713 Mary St
Arvin, CA 93203-2707

189 444 07 00
Juan Vega Figueroa
12323 Nutmeg Dr
Chino, CA 91710-1206

189 444 08 00
Daniel & Lissett Deleon
705 Mary St
Arvin, CA 93203-2707

189 444 09 00
Julian Rodriguez
701 Mary St
Arvin, CA 93203-2707

189 444 10 00
Marcelino Diaz
700 Charles St
Arvin, CA 93203-2710

189 444 11 00
Efrain Cisneros Torres
704 Charles St
Arvin, CA 93203-2710

189 444 12 00
Angelica Villarreal
708 Charles St
Arvin, CA 93203-2710

189 444 13 00
Ramon & Maria Guzman
712 Charles St
Arvin, CA 93203-2710

189 444 14 00
Violeta Garcia
PO Box 400
Arvin, CA 93203-0400

189 444 15 00
Pilar Gallardo
800 Charles St
Arvin, CA 93203-2712

189 444 16 00
Norma Dickerson
804 Charles St
Arvin, CA 93203-2712

189 444 17 00
Carlos Zavala
808 Charles St
Arvin, CA 93203-2712

189 444 18 00
Leonardo & Ludivina Villanueva
812 Charles St
Arvin, CA 93203-2712

189 445 01 00
Rocio Garcia
813 Charles St
Arvin, CA 93203-2713

189 445 02 00
Alfonso Rodriguez
6216 Mayfair Ct
Bakersfield, CA 93307-3165

189 445 03 00
Jesus Santillan
805 Charles St
Arvin, CA 93203-2713

189 445 04 00
Norma Gutierrez
130 Bear Mountain Blvd
Arvin, CA 93203-1504

189 445 05 00
Elias & Maria Gallardo
717 Charles St
Arvin, CA 93203-2711

189 445 06 00
Jorge Maturano
713 Charles St
Arvin, CA 93203-2711

189 445 07 00
Arvin Community Services District
PO Box 333
Arvin, CA 93203-0333

189 445 08 00
City of Arvin
PO Box 548
Arvin, CA 93203-0548

189 451 02 00
Manuel & Lilia Zuniga
980 Front St #94
Soledad, CA 93960-2945

189 451 03 00
Alfredo Lopez
508 Mary St
Arvin, CA 93203-2718

189 451 04 00
Lawrence Poncelis
512 Mary St
Arvin, CA 93203-2718

189 451 05 00
Antonio Perez
516 Mary St
Arvin, CA 93203-2718

189 451 06 00
Felipe Perez
600 Mary St
Arvin, CA 93203-2719

189 451 07 00
J Asuncion Villalobos Jr.
2020 Jewetta Ave
Bakersfield, CA 93312-9405

189 451 08 00
Alfredo & Maria Marta Perez
608 Mary St
Arvin, CA 93203-2719

189 451 09 00
Antonio Jaramillo
612 Mary St
Arvin, CA 93203-2719

189 451 10 00
Julian Perez
3404 Futura Rose Ave
Bakersfield, CA 93313-5534

189 452 01 00
Juan & Silvia Corral
5502 Seasons Dr
Bakersfield, CA 93313-5203

189 452 02 00
Francisco Flores
613 Mary St
Arvin, CA 93203-2721

189 452 03 00
Ramon & Caritina Perez
609 Mary St
Arvin, CA 93203-2721

189 452 04 00
Elena Gallardo
605 Mary St
Arvin, CA 93203-2721

189 452 05 00
Nicolas & Guadalupe Zavala
601 Mary St
Arvin, CA 93203-2721

189 452 06 00
David & Alicia Gallardo
517 Mary St
Arvin, CA 93203-2720

189 452 07 00
Julio Guzman
513 Mary St
Arvin, CA 93203-2720

189 452 08 00
Jairo Cipriano
509 Mary St
Arvin, CA 93203-2720

189 452 09 00
Jose Cardenas
505 Mary St
Arvin, CA 93203-2720

189 452 12 00
Rogelio & Maria Moreno
504 Charles St
Arvin, CA 93203-2714

189 452 13 00
Omar Eliseo Barraza Bueno
508 Charles St
Arvin, CA 93203-2714

189 452 14 00
Refugio & Leticia Zuniga
16215 Richardson Rd
Arvin, CA 93203-9313

189 452 15 00
Jose & Martina De Moreno
516 Charles St
Arvin, CA 93203-2714

189 452 16 00
Andres & Maria Guerrero
600 Charles St
Arvin, CA 93203-2715

189 452 17 00
Jesus Morales Jr.
604 Charles St
Arvin, CA 93203-2715

189 452 18 00
Josefina Rico
608 Charles St
Arvin, CA 93203-2715

189 452 19 00
Margarita Menchaca
612 Charles St
Arvin, CA 93203-2715

189 452 20 00
Petra Acosta
616 Charles St
Arvin, CA 93203-2715

189 453 01 00
Marisol Perez
PO Box 1272
Planada, CA 95365-1272

189 453 02 00
Cipriano Abrego
605 Charles St
Arvin, CA 93203-2716

189 453 03 00
Ruben & Ofelia Pantoja
601 Charles St
Arvin, CA 93203-2716

189 453 04 00
Rafael Gallardo
517 Charles St
Arvin, CA 93203-2717

189 453 05 00
Isidro Martinez
513 Charles St
Arvin, CA 93203-2717

189 453 06 00
Jose Pantoja Martinez & Beatriz Pantoj
1308 Los Cantos Ave
Arvin, CA 93203-9474

189 453 07 00
Alberto & Maria Guadalupe Nunez
505 Charles St
Arvin, CA 93203-2717

189 453 10 00
Marcelino & Rosa Maria Bautista
1117 Los Cantos Ave
Arvin, CA 93203-9460

189 453 11 00
Juan Granados Zaragoza
508 Madeline Way
Arvin, CA 93203-2722

189 453 12 00
Horacio & Maria Duran
512 Madeline Way
Arvin, CA 93203-2722

189 453 13 00
Jose Luis Mejia
600 Madeline Way
Arvin, CA 93203-2723

189 453 14 00
Enrique & Maria Calderon
604 Madeline Way
Arvin, CA 93203-2723

189 453 15 00
Miguel & Odulia Guerrero
608 Madeline Way
Arvin, CA 93203-2723

189 453 16 00
Jose & Gomez Maricela Moreno
612 Madeline Way
Arvin, CA 93203-2723

189 453 17 00
Parade Family
PO Box 13009
Fresno, CA 93794-3009

189 453 18 00
Jose & Rivers Eva Orozco
2101 John Ct
Arvin, CA 93203-2725

189 454 01 00
Consuelo Reyes
2100 John Ct
Arvin, CA 93203-2724

189 454 02 00
Raul & Quintino Juana Silva
2101 James Ct
Arvin, CA 93203-2728

189 455 01 00
Jose & Martha Flores
2100 James Ct
Arvin, CA 93203-2729

189 461 01 00
Juan & Consuelo Arzate
812 Madeline Way
Arvin, CA 93203-2731

189 461 02 00
Samuel & Juana Garcia
1208 El Camino Real
Arvin, CA 93203-9454

189 461 03 00
Gabriel Meza
804 Madeline Way
Arvin, CA 93203-2731

189 461 04 00
Pineda Edgar & America
11447 1/2 Excelsior Dr
Norwalk, CA 90650-5700

189 461 05 00
Eva Garcia Alvarez
712 Madeline Way
Arvin, CA 93203-2726

189 461 06 00
Tamayo Gerardo Ceja
708 Madeline Way
Arvin, CA 93203-2726

189 461 07 00
Sonia Venegas
704 Madeline Way
Arvin, CA 93203-2726

189 461 08 00
City of Arvin
200 Campus Dr
Arvin, CA 93203-1008

189 461 09 00
Wayne Co
309 San Marino Ave
Alhambra, CA 91801

189 461 10 00
Oscar Martinez
2008 Freeman Dr
Arvin, CA 93203-2733

189 461 11 00
Jorge Gallardo
2012 Freeman Dr
Arvin, CA 93203-2733

189 461 12 00
Jose & Julia Nunez
PO Box 551
Arvin, CA 93203-0551

189 462 01 00
Roberto & Silvia Gallardo
701 Madeline Way
Arvin, CA 93203-2727

189 462 02 00
Joaquin & Livier Padilla
705 Madeline Way
Arvin, CA 93203-2727

189 462 03 00
Salvador & Maria Pantoja
709 Madeline Way
Arvin, CA 93203-2727

189 462 04 00
Rafael Fernandez
713 Madeline Way
Arvin, CA 93203-2727

189 462 05 00
Elizafan & Maria Ismael Penaloza
801 Madeline Way
Arvin, CA 93203-2732

189 462 06 00
Rafael & Enedina Pantoja
805 Madeline Way
Arvin, CA 93203-2732

189 462 07 00
Marcial & Margarita Sosa
809 Madeline Way
Arvin, CA 93203-2732

189 462 08 00
Ruben & Esther Gonzalez
813 Madeline Way
Arvin, CA 93203-2732

189 462 09 00
Gerardo & Maria Moreno
812 Ellen Way
Arvin, CA 93203-2734

189 462 10 00
Guerman & Rosa Ibarra
808 Ellen Way
Arvin, CA 93203-2734

189 462 11 00
Rojelio Hernandez
804 Ellen Way
Arvin, CA 93203-2734

189 462 12 00
Tobias & Carmen Bolanos
800 Ellen Way
Arvin, CA 93203-2734

189 462 13 00
Benjamin Miranda
712 Ellen Way
Arvin, CA 93203-2735

189 462 14 00
Sergio & Rosa Perez
708 Ellen Way
Arvin, CA 93203-2735

189 462 15 00
Jesus & Graciela Corona
704 Ellen Way
Arvin, CA 93203-2735

189 462 16 00
Maria Garcia
700 Ellen Way
Arvin, CA 93203-2735

189 480 01 00
Norberto & Maria Ramirez
1412 La Mesa Ct
Arvin, CA 93203-2743

189 480 02 00
Eliseo & Irene Camacho
1408 La Mesa Ct
Arvin, CA 93203-2743

189 480 03 00
Wayne Co
309 E San Marino Ave
Alhambra, CA 91801-4835

189 480 04 00
Juan Gallardo & Gallardo Laura Vargas
1400 La Mesa Ct
Arvin, CA 93203-2743

189 480 05 00
Ahmed Alamsi
PO Box 872
Pixley, CA 93256-0872

189 480 06 00
Jose Garcia
1308 La Mesa Ct
Arvin, CA 93203-2740

189 480 07 00
J Jesus Garcia Zavala
1304 La Mesa Ct
Arvin, CA 93203-2740

189 480 08 00
Irene Gomez
1300 La Mesa Ct
Arvin, CA 93203-2740

189 480 09 00
Paulette Gibeson
2416 San Vicente Rd
Ramona, CA 92065-3732

189 480 10 00
Curtis Family
356 Haven Dr
Arvin, CA 93203-1919

189 480 11 00
Julio Cesar Rivas
1309 La Mesa Ct
Arvin, CA 93203-2741

189 480 12 00
Rodrigo & Catalina Flores Jr.
1315 La Mesa Ct
Arvin, CA 93203-2741

189 480 13 00
Maribel Martinez
1401 La Mesa Ct
Arvin, CA 93203-2747

189 480 14 00
Jose Gallardo
1405 La Mesa Ct
Arvin, CA 93203-2747

189 480 15 00
David Perez Moreno
1409 La Mesa Ct
Arvin, CA 93203-2748

189 480 16 00
Jose Barajas & Barajas Enriqueta
1413 La Mesa Ct
Arvin, CA 93203-2748

189 491 02 00
Rafael Ramirez
504 Trino Ave
Arvin, CA 93203-2736

189 491 03 00
Elena Falcone
508 Trino Ave
Arvin, CA 93203-2736

189 491 04 00
Roberto Tinoco Gomez
512 Trino Ave
Arvin, CA 93203-2736

189 491 05 00
Rafael & Maria Pantoja
460 5th Ave
Arvin, CA 93203-1050

189 491 06 00
Cruz Michael & Frances Dela
600 Trino Ave
Arvin, CA 93203-2738

189 491 07 00
Jorge & Rosalba Sawers
604 Trino Ave
Arvin, CA 93203-2738

189 491 08 00
Francisco Quintino
608 Trino Ave
Arvin, CA 93203-2738

189 491 09 00
William Ho
612 Trino Ave
Arvin, CA 93203-2738

189 491 10 00
Adriana Gomez
616 Trino Ave
Arvin, CA 93203-2738

189 492 01 00
Vincente Quintino Jr.
617 Trino Ave
Arvin, CA 93203-2739

189 492 02 00
Ernesto Vargas Morales
613 Trino Ave
Arvin, CA 93203-2739

189 492 03 00
Antonio & Cisneros Soraira Morales
609 Trino Ave
Arvin, CA 93203-2739

189 492 04 00
Juan & Alma Medina
605 Trino Ave
Arvin, CA 93203-2739

189 492 05 00
Jesus & Maria Arellano
601 Trino Ave
Arvin, CA 93203-2739

189 492 06 00
Leia Judith Ortal Parubrub
7218 Curacao Ct
Bakersfield, CA 93307-5765

189 492 07 00
Humberto Lopez
513 Trino Ave
Arvin, CA 93203-2737

189 492 08 00
Jose Antonio Tamayo Jr.
509 Trino Ave
Arvin, CA 93203-2737

189 492 09 00
Jeronimo Ceja
505 Trino Ave
Arvin, CA 93203-2737

189 501 01 00
Oscar & Marcela Aguinaga
813 Ellen Way
Arvin, CA 93203-2742

189 501 02 00
Octavio & Maria Teresa Rodriguez
809 Ellen Way
Arvin, CA 93203-2742

189 501 03 00
Jesus Morales & Cristina Zuniga Gome
805 Ellen Way
Arvin, CA 93203-2742

189 501 04 00
Alfredo & Lidia Ramirez
801 Ellen Way
Arvin, CA 93203-2742

189 501 05 00
Agustin Sosa
713 Ellen Way
Arvin, CA 93203-2752

189 501 06 00
Perez Jesus Zavala
709 Ellen Way
Arvin, CA 93203-2752

189 501 07 00
Veronica Chavolla
705 Ellen Way
Arvin, CA 93203-2752

189 501 08 00
Maria D Deruiz & Raymond Ruiz
701 Ellen Way
Arvin, CA 93203-2752

189 502 01 00
Cleofas & Olivia Zamudio
2100 Freeman Dr
Arvin, CA 93203-2751

189 502 04 00
Rachelle Roberson
2112 Freeman Dr
Arvin, CA 93203-2751

189 502 06 00
Argelio Salinas
2108 Freeman Dr
Arvin, CA 93203-2751

189 502 07 00
Miguel & Rosa Ramirez
2104 Freeman Dr
Arvin, CA 93203-2751

189 511 01 00
Guadalupe Castro
812 Jess St
Arvin, CA 93203-2755

189 511 02 00
Gonzalo & Norma Marquez
808 Jess St
Arvin, CA 93203-2755

189 511 03 00
Rafael Moreno & Leticia Aguilera
804 Jess St
Arvin, CA 93203-2755

189 511 04 00
Paulo Ramirez
800 Jess St
Arvin, CA 93203-2755

189 511 05 00
Rosalba Mohan
712 Jess St
Arvin, CA 93203-2753

189 511 06 00
Rafael & Diana Zavala
708 Jess St
Arvin, CA 93203-2753

189 511 07 00
Patricia Perez
1548 Shane Ct
Arvin, CA 93203-1217

189 511 08 00
Jose & Martha Salgado
700 Jess St
Arvin, CA 93203-2753

189 512 01 00
Jose Gm Rodriguez
617 Jess St
Arvin, CA 93203-2759

189 512 02 00
Rafael & Noelia Rodriguez
701 Jess St
Arvin, CA 93203-2754

189 512 03 00
Fidencio & Maria Arreguin
705 Jess St
Arvin, CA 93203-2754

189 512 04 00
Bertha Rosales
421 Campus Dr
Arvin, CA 93203-1055

189 512 05 00
Rosaura Rodriguez
713 Jess St
Arvin, CA 93203-2754

189 512 06 00
Jesus & Maria Meza
15750 Arroyo Dr #22
Moorpark, CA 93021-1603

189 512 07 00
Bernardo Ramos
2124 James Ct
Arvin, CA 93203-2729

189 512 08 00
Michelle Calderon
5017 Buchanan St
Los Angeles, CA 90042-2339

189 512 09 00
Juan Manuel Ramirez
813 Jess St
Arvin, CA 93203-2757

189 512 10 00
Javier Zamudio
2100 Freeman Dr
Arvin, CA 93203-2751

189 512 11 00
Edgar Gasca
808 Calle Orlando
Arvin, CA 93203-2764

189 512 12 00
Jose & Adriana Bernabe
804 Calle Orlando
Arvin, CA 93203-2764

189 512 13 00
Marcelo & Silvia Ruelas
7301 Altaville Ln
Bakersfield, CA 93309-2776

189 512 14 00
Susanna Reyes
712 Calle Orlando
Arvin, CA 93203-2762

189 512 15 00
Jesus & Norma Calderon
708 Calle Orlando
Arvin, CA 93203-2762

189 512 16 00
Rafael Jimenez Gonzalez
704 Calle Orlando
Arvin, CA 93203-2762

189 512 17 00
Daniel & Mercedes Gonzalez
700 Calle Orlando
Arvin, CA 93203-2762

189 512 19 00
Jessica & Torrez Adrian Ortega
616 Calle Orlando
Arvin, CA 93203-2760

189 530 01 00
Juan Jose Robles & Robles Maria Mejia
1413 Verde Ct
Arvin, CA 93203-2789

189 530 02 00
Hector Garcia
1409 Verde Ct
Arvin, CA 93203-2789

189 530 03 00
Manuel Pantoja
1405 Verde Ct
Arvin, CA 93203-2789

189 530 04 00
Juan & Leon Nancy Duran
11003 Philip Pl
Bakersfield, CA 93306-8319

189 530 05 00
Carlos Rodriguez
13728 De Foe Ave
Sylmar, CA 91342-1141

189 530 06 00
Cristina Barajas Hernandez
1309 Verde Ct
Arvin, CA 93203-2791

189 530 07 00
Mayrovi Garcia
1305 Verde Ct
Arvin, CA 93203-2791

189 530 08 00
Felipe & Lourdes Bautista
423 Simpson St
Arvin, CA 93203-1052

189 530 09 00
Salvador & Teresa Rangel
1300 Verde Ct
Arvin, CA 93203-2792

189 530 10 00
Maria Lorena Flores
1304 Verde Ct
Arvin, CA 93203-2792

189 530 11 00
Juan Berumen
1208 Serinidad Way
Arvin, CA 93203-9465

189 530 12 00
Edelmiro & Lorena Garcia Jr.
1314 Verde Ct
Arvin, CA 93203-2792

189 530 13 00
Jaime & Maria Jimenez
1400 Verde Ct
Arvin, CA 93203-2790

189 530 14 00
Donald Lee Schumacher
1404 Verde Ct
Arvin, CA 93203-2790

189 530 15 00
Benjamin Plaat
1408 Verde Ct
Arvin, CA 93203-2790

189 530 16 00
Amer Homes 4 Rent Prop Five LLC
30601 Agoura Rd #200
Agoura Hills, CA 91301-2148

189 541 08 00
Juan Torres
2124 James Ct
Arvin, CA 93203-2729

189 541 09 00
Ramon & Ramona Barrera
2120 James Ct
Arvin, CA 93203-2729

189 541 10 00
Susana Lopez
2116 James Ct
Arvin, CA 93203-2729

189 541 11 00
Jesus Gomez & Alias Romelia Tinoco
2112 James Ct
Arvin, CA 93203-2729

189 541 12 00
Maria Tarango
2108 James Ct
Arvin, CA 93203-2729

189 541 13 00
Martin & Monica Campos
17702 Bear Mountain Blvd
Bakersfield, CA 93311-9167

189 542 01 00
Jose & Juana Tinoco
2105 James Ct
Arvin, CA 93203-2728

189 542 02 00
Kevin M Clanahan
2109 James Ct
Arvin, CA 93203-2728

189 542 03 00
Sergio & Garcia Maria Ramirez
2113 James Ct
Arvin, CA 93203-2728

189 542 04 00
David & Marbella Amezcua
2117 James Ct
Arvin, CA 93203-2728

189 542 05 00
Jesus & Silvia Hernandez
2121 James Ct
Arvin, CA 93203-2728

189 542 06 00
Pedro & Irma Bautista
2125 James Ct
Arvin, CA 93203-2728

189 542 07 00
Agustin & Gabriela Rodriguez
2128 John Ct
Arvin, CA 93203-2724

189 542 08 00
Oscar & Pantoja Deisi Vargas
2124 John Ct
Arvin, CA 93203-2724

189 542 09 00
Pedro Hernandez
2120 John Ct
Arvin, CA 93203-2724

189 542 10 00
Guadalupe & Maricela Tamayo
2116 John Ct
Arvin, CA 93203-2724

189 542 11 00
Leobardo Castillo
2112 John Ct
Arvin, CA 93203-2724

189 542 12 00
Ana Maria Tamayo De Sanchez
2108 John Ct
Arvin, CA 93203-2724

189 542 13 00
Maricela Gallardo
2104 John Ct
Arvin, CA 93203-2724

189 543 01 00
Salvador & Maria Martinez
2105 John Ct
Arvin, CA 93203-2725

189 543 02 00
Martin & Gonzalez Celestina Pantoja
2109 John Ct
Arvin, CA 93203-2725

189 543 03 00
Erik Contreras
2113 John Ct
Arvin, CA 93203-2725

189 543 04 00
Robert Guyton
15810 Lake Arrowhead Ave
Bakersfield, CA 93314-8456

189 543 05 00
Jose Guzman
2121 John Ct
Arvin, CA 93203-2725

189 543 06 00
Joaquin Parra
2125 John Ct
Arvin, CA 93203-2725

189 543 07 00
Enrique Hernandez
2129 John Ct
Arvin, CA 93203-2725

189 544 01 00
Tomas & Guadalupe Gomez
613 Jess St
Arvin, CA 93203-2759

189 544 02 00
Sergio Morales Cabezas
609 Jess St
Arvin, CA 93203-2759

189 544 03 00
Luis & Ana Corona
605 Jess St
Arvin, CA 93203-2759

189 544 04 00
Robert Lopez Sr.
601 Jess St
Arvin, CA 93203-2759

189 544 05 00
Agustin & Esperanza Vega
525 Jess St
Arvin, CA 93203-2770

189 544 06 00
Rosendo Rodriguez
521 Jess St
Arvin, CA 93203-2770

189 544 07 00
Carlos & Carolina Calderon
517 Jess St
Arvin, CA 93203-2770

189 544 08 00
Gonzalo Rivera
513 Jess St
Arvin, CA 93203-2770

189 544 09 00
Hugo & Martha Verduzco
509 Jess St
Arvin, CA 93203-2770

189 544 10 00
Cruz & Bernardina Martinez
505 Jess St
Arvin, CA 93203-2770

189 551 02 00
Federico & Elena Ramirez
504 Calle Orlando
Arvin, CA 93203-2769

189 551 03 00
Juan Leon Palomares
508 Calle Orlando
Arvin, CA 93203-2769

189 551 04 00
Pablo & Maria Garcia
512 Calle Orlando
Arvin, CA 93203-2769

189 551 05 00
Armando Lara
516 Calle Orlando
Arvin, CA 93203-2769

189 551 06 00
Maximo & Florencia Duran
520 Calle Orlando
Arvin, CA 93203-2769

189 551 07 00
Mario Zavala Moreno
524 Calle Orlando
Arvin, CA 93203-2769

189 551 08 00
Juan Carlos & Alicia Pantoja
528 Calle Orlando
Arvin, CA 93203-2769

189 551 09 00
Samuel & Yolanda Duran
600 Calle Orlando
Arvin, CA 93203-2760

189 551 10 00
Rodrigo & Ofelia Navarrete
11002 Villa Monterey Dr
Bakersfield, CA 93311-9039

189 551 11 00
Manuel Gonzalez
608 Calle Orlando
Arvin, CA 93203-2760

189 551 12 00
Jose Luis & Edith Villa
3953 Hitch Blvd
Moorpark, CA 93021-8706

189 572 02 00
Pedro & Tellez Guadalupe Garcia
1420 Chico Ct
Arvin, CA 93203-2819

189 572 03 00
Rene Martinez Ozuna
1424 Chico Ct
Arvin, CA 93203-2819

189 572 04 00
Manuel & Maria Garcia
1428 Chico Ct
Arvin, CA 93203-2819

189 572 05 00
Ramon & Guadalupe Zuniga
116 King St
Arvin, CA 93203-1542

189 572 06 00
Jose & Beatriz Leyva
650 Grove St
Arvin, CA 93203-1708

189 572 07 00
Jesus Alvarez Hernandez
1440 Chico Ct
Arvin, CA 93203-2819

189 572 08 00
Enrique & Maria Arambula
1442 Chico Ct
Arvin, CA 93203-2819

189 572 09 00
Rosalba & Arnulfo Esparza
1444 Chico Ct
Arvin, CA 93203-2819

189 572 10 00
Deyanira Garcia
1441 Chico Ct
Arvin, CA 93203-2825

189 572 11 00
Efrain & Colmenares Liliana Rodriguez
1439 Chico Ct
Arvin, CA 93203-2825

189 572 12 00
Antonio Cisneros
1437 Chico Ct
Arvin, CA 93203-2825

189 572 13 00
Eduardo & Ana Maria Cisneros
1433 Chico Ct
Arvin, CA 93203-2825

189 572 14 00
Wendi Sierra
8708 Gail Marie Dr
Lamont, CA 93241-1906

189 572 15 00
Hector & Juanita Felix
1425 Chico Ct
Arvin, CA 93203-2825

189 572 16 00
Rafael & Elizabeth Nunez
1421 Chico Ct
Arvin, CA 93203-2825

189 572 27 00
Ofelia Oliveros
240 King St
Arvin, CA 93203-1544

189 572 28 00
Enrique Arroyo
1424 La Rosa Ave
Arvin, CA 93203-2821

189 572 29 00
Brandon Quinn & Kalyn Alise Allen
1428 La Rosa Ave
Arvin, CA 93203-2821

189 572 30 00
Javier Pantoja
1405 Verde Ct
Arvin, CA 93203-2789

189 572 31 00
Rosa Espinoza
1436 La Rosa Ave
Arvin, CA 93203-2821

189 572 32 00
Daniel Flores
1440 La Rosa Ave
Arvin, CA 93203-2821

189 572 33 00
Griselda Fernandez
1442 La Rosa Ave
Arvin, CA 93203-2821

189 572 34 00
Gerardo & Romelia Zuniga
1444 La Rosa Ave
Arvin, CA 93203-2821

189 572 35 00
Noe Cisneros
1441 La Rosa Ave
Arvin, CA 93203-2827

189 572 36 00
Cesar Moreno
5606 Silk Tree Dr
Riverdale, MD 20737-3511

189 572 37 00
Alfredo & Gabriela Moreno
1437 La Rosa Ave
Arvin, CA 93203-2827

189 572 38 00
Fernando & April Ayon
1433 La Rosa Ave
Arvin, CA 93203-2827

189 572 39 00
Pedro & Maria Martinez
1429 La Rosa Ave
Arvin, CA 93203-2827

189 572 40 00
Juan Garcia
1425 La Rosa Ave
Arvin, CA 93203-2827

189 572 41 00
Jorge Luis Mendoza Juarez
1421 La Rosa Ave
Arvin, CA 93203-2827

189 572 44 00
Roberto & Maria Garcia
1420 La Lila
Arvin, CA 93203-2454

189 572 45 00
Ruben & Maria Lourdes Magdaleno
1424 La Lila
Arvin, CA 93203-2454

189 572 46 00
Juan & Ana Rodriguez
1428 La Lila
Arvin, CA 93203-2454

189 572 47 00
Jose Villa
1432 La Lila
Arvin, CA 93203-2454

189 572 48 00
Angel & Aleida Juarez
1436 La Lila
Arvin, CA 93203-2454

189 572 49 00
Ramon Guzman
1440 La Lila
Arvin, CA 93203-2454

189 572 50 00
Hector Rodriguez Godinez
20401 Mayall St
Chatsworth, CA 91311-3940

189 572 51 00
Esmeralda Fernandez
473 Hanson Ln
Arvin, CA 93203-2213

189 573 01 00
Esther Lopez
1449 La Lila
Arvin, CA 93203-2455

189 573 02 00
Arturo & Hernandez Olga Calderon
1445 La Lila
Arvin, CA 93203-2455

189 573 03 00
Jose Juan Cardenas
1441 La Lila
Arvin, CA 93203-2455

189 573 04 00
Bautista Juan Manuel Arroyo
1437 La Lila
Arvin, CA 93203-2455

189 573 05 00
Israel Garcia
1433 La Lila
Arvin, CA 93203-2455

189 573 06 00
Daniel Arana
1429 La Lila
Arvin, CA 93203-2455

189 573 07 00
Jose & Eliazar Zavala
1425 La Lila
Arvin, CA 93203-2455

189 573 08 00
Nancy Morales
1421 La Lila
Arvin, CA 93203-2455

189 580 01 00
Abel & Lilia Quintino
1701 Sungarden Ct
Arvin, CA 93203-2507

189 580 02 00
Hernandez Eliseo Calderon
1705 Sungarden Ct
Arvin, CA 93203-2507

189 580 03 00
Garcia Sacramento & Alicia
1709 Sungarden Ct
Arvin, CA 93203-2507

189 580 04 00
Hector & Yadira Yanett Perez
1708 Sungarden Ct
Arvin, CA 93203-2507

189 580 05 00
Victor Medina Castro
1704 Sungarden Ct
Arvin, CA 93203-2507

189 580 06 00
Berenice Perez
1700 Sungarden Ct
Arvin, CA 93203-2507

189 611 01 00
Rosendo & Guadalupe Rodriguez
2100 Rayo Del Sol Dr
Arvin, CA 93203-9447

189 611 02 00
Phyllis Wilhite
2104 Rayo Del Sol Dr
Arvin, CA 93203-9447

189 611 03 00
Javier & Luz Garcia
2108 Rayo Del Sol Dr
Arvin, CA 93203-9447

189 611 04 00
Eduardo Martinez Parra
2112 Rayo Del Sol Dr
Arvin, CA 93203-9447

189 611 05 00
Jose Hernandez
1375 Rio Vista Ct
Simi Valley, CA 93065-5808

189 611 06 00
Luis Ramon Venegas Reyes
2204 Rayo Del Sol Dr
Arvin, CA 93203-9450

189 611 07 00
Salahalden Abdo Alrowhaani
2208 Rayo Del Sol Dr
Arvin, CA 93203-9450

189 613 01 00
Samuel Reyes
2200 Belleza Pl
Arvin, CA 93203-9462

189 613 02 00
Rodrigo & Lourdes Garcia
2116 Belleza Pl
Arvin, CA 93203-9461

189 613 03 00
Tomas & Maria Garcia
2112 Belleza Pl
Arvin, CA 93203-9461

189 613 04 00
Carlos Hernandez
2108 Belleza Pl
Arvin, CA 93203-9461

189 613 05 00
Pedro Manuel Perez
2104 Belleza Pl
Arvin, CA 93203-9461

189 613 06 00
Miguel & Monica Gallardo
2100 Belleza Pl
Arvin, CA 93203-9461

189 613 07 00
Cecilia Aguilar
1109 Felecita Rd
Arvin, CA 93203-9477

189 613 08 00
Rosendo & Wendy Coria
1105 Felecita Rd
Arvin, CA 93203-9477

189 613 09 00
Us Bk National Assn 2016-Ctt
1101 Felecita Rd
Arvin, CA 93203-9477

189 613 10 00
Norma Gutierrez
130 Bear Mountain Blvd
Arvin, CA 93203-1504

189 613 11 00
Abraham Guardado
1009 Felecita Rd
Arvin, CA 93203-9476

189 613 12 00
Leopoldo & Tammy Jimenez
19867 Prairie St
Chatsworth, CA 91311-6532

189 613 13 00
Ayala Roberto Fernandez
1001 Felecita Rd
Arvin, CA 93203-9476

189 613 14 00
Jaime Santiago
2101 Rayo Del Sol Dr
Arvin, CA 93203-9447

189 613 15 00
Alfredo Ramirez Jr.
2103 Rayo Del Sol Dr
Arvin, CA 93203

189 613 16 00
Turki Ashalf
2109 Rayo Del Sol Dr
Arvin, CA 93203-9447

189 613 17 00
Omar Reyes
2113 Rayo Del Sol Dr
Arvin, CA 93203-9447

189 613 18 00
Manuel Mendez
2201 Rayo Del Sol Dr
Arvin, CA 93203-9450

189 613 19 00
Alfredo Mendoza & Maribel Pac Martin
2200 Casero Ct
Arvin, CA 93203-2343

189 613 20 00
Jose & Araceli Morales Martinez
2112 Casero Ct
Arvin, CA 93203-2344

189 613 21 00
Luis Enrique Guerrero
2108 Casero Ct
Arvin, CA 93203-2344

189 613 22 00
Alberto Martinez
2104 Casero Ct
Arvin, CA 93203-2344

189 613 23 00
Anthony Barrera
2101 Casero Ct
Arvin, CA 93203-2344

189 613 24 00
Jose Antonio & Olga Lilia Gomez
2105 Casero Ct
Arvin, CA 93203-2344

189 613 25 00
Sergio & Maria Quezada
2109 Casero Ct
Arvin, CA 93203-2344

189 613 26 00
Gerardo & Lorena Balandran
2113 Casero Ct
Arvin, CA 93203-2344

189 613 27 00
Maria Luisa Hurtado
2201 Casero Ct
Arvin, CA 93203-2343

189 614 01 00
City of Arvin
PO Box 548
Arvin, CA 93203-0548

189 641 01 00
Mario & Rosales Lizbeht Gonzalez
2200 Tesoro Dr
Arvin, CA 93203-9457

189 641 02 00
Terry & Joenabille Retiro Teodosio
2112 Tesoro Dr
Arvin, CA 93203-9456

189 641 03 00
Abulfattah Alshayef
2108 Tesoro Dr
Arvin, CA 93203-9456

189 641 04 00
Jayson Bermudez Soto
1325 Felecita Rd
Arvin, CA 93203

189 641 05 00
Israel Maldonado
1321 Felecita Rd
Arvin, CA 93203-9402

189 641 06 00
Maribel Samaniego
1317 Felecita Rd
Arvin, CA 93203

189 641 07 00
Arevalo Villalobos Rafael A
1313 Felecita Rd
Arvin, CA 93203

189 641 08 00
Salomon Garcia
1309 Felecita Rd
Arvin, CA 93203

189 641 09 00
Juan Garcia Jr.
1425 Bush St
Arvin, CA 93203-2005

189 641 10 00
Verduzco Francisco Aguilar
2112 Rubio Ct
Arvin, CA 93203-9444

189 641 11 00
Alejandro Estrada
2108 Rubio Ct
Arvin, CA 93203-9444

189 641 12 00
Jorge Ruiz
404 Holt St
Arvin, CA 93203-2438

189 641 13 00
Adisberth & Patricia Farfan
2113 Rubio Ct
Arvin, CA 93203-9444

189 641 14 00
Irene Garcia
2201 Rubio Ct
Arvin, CA 93203-9444

189 641 15 00
Chavolla Osvaldo Corona
1305 Felecita Rd
Arvin, CA 93203

189 641 16 00
Lester Lee Hoover III
1301 Felecita Rd
Arvin, CA 93203

189 641 17 00
Cecilio & Maria Parra
1221 Felecita Rd
Arvin, CA 93203

189 641 18 00
Gomez Antonio Gallardo
1217 Felecita Rd
Arvin, CA 93203

189 641 19 00
K Hovnanian At Arvin LLC
400 Exchange #200
Irvine, CA 92602-1340

189 641 20 00
F Benny & Lydia Carranza
2105 Rayo De La Luna Dr
Arvin, CA 93203-9437

189 641 21 00
Vargas Guadalupe Trigueros & D Graci
2109 Rayo De La Luna Dr
Arvin, CA 93203-9437

189 641 22 00
Chavolla Jose Jesus & Alicia Ayala
2113 Rayo De La Luna Dr
Arvin, CA 93203-9437

189 641 23 00
Rafael Aguilar
2201 Rayo De La Luna Dr
Arvin, CA 93203-9442

189 641 24 00
Lucas Azpericueta
2200 Claro Ct
Arvin, CA 93203-9433

189 641 25 00
Victor Renteria
2112 Claro Ct
Arvin, CA 93203-9433

189 641 26 00
Eduardo Morales Ibarra
2108 Claro Ct
Arvin, CA 93203-9433

189 641 27 00
David Velazquez
2109 Claro Ct
Arvin, CA 93203-9433

189 641 28 00
K Hovnanian At Arvin LLC
400 Exchange #200
Irvine, CA 92602-1340

189 641 29 00
Salvador & Cecilia Carranza
2201 Claro Ct
Arvin, CA 93203-9433

189 672 07 00
Salvador & Oliveros Ofelia Partida
1308 Felecita Rd
Arvin, CA 93203-9402

189 672 08 00
Alicia Valtierra
1310 Tesoro Dr
Arvin, CA 93203

189 672 09 00
Michael Bibb
1312 Tesoro Dr
Arvin, CA 93203

189 672 10 00
Zeferino & Aide Navarro
1314 Felecita Rd
Arvin, CA 93203-9402

189 672 11 00
Claudia Lopez
1316 Tesoro Dr
Arvin, CA 93203

189 672 12 00
Angel S Needs
1400 Easton Dr #101
Bakersfield, CA 93309-9412

189 672 13 00
Manuel Gutierrez
2103 Tesoro Dr
Arvin, CA 93203-9456

189 672 14 00
Graciela Gracia
1322 Tesoro Dr
Arvin, CA 93203

189 672 15 00
Alejandro & Aime Morales
2107 Tesoro Dr
Arvin, CA 93203-9456

192 070 04 00
Schipper St Investors LP
1724 10th St #120
Sacramento, CA 95811-6421

192 070 05 00
City of Arvin
PO Box 548
Arvin, CA 93203-0548

192 100 05 00
Caliente Creek Partners
PO Box 6520
Visalia, CA 93290-6520

192 110 02 00
Gardns Mobile Home Pk Sycamore
9100 Chartres Ln
Bakersfield, CA 93311-1573

192 110 05 00
Juan Guerrero
1003 Meyer St
Arvin, CA 93203-2109

192 110 06 00
Joginder Singh & Surinderpal Badhesh
1011 Meyer St
Arvin, CA 93203-2109

192 110 07 00
Gerardo Sandoval Farias
15445 Cobalt St #149
Sylmar, CA 91342-2744

192 110 08 00
Amalia Quintino
1023 Meyer St
Arvin, CA 93203-2109

192 110 09 00
Maurice Longmire
3113 Loveland Way
Bakersfield, CA 93309-5415

192 110 10 00
Arvin City of
200 Campus Dr
Arvin, CA 93203-1008

192 110 11 00
Abron Family
28432 Cole Pl
Hayward, CA 94544-5434

192 110 15 00
Gradens Mobile Home Sycamore
9100 Chartres Ln
Bakersfield, CA 93311-1573

192 110 16 00
Arvin City of
200 Campus Dr
Arvin, CA 93203-1008

192 170 01 00
John Kovacevich Jr.
PO Box Bin 488
Arvin, CA 93203

192 170 07 00
Arvin Pacific Assoc
430 E State St #100
Eagle, ID 83616-5901

192 170 08 00
Pac Asscs Arvin II
430 E State St #100
Eagle, ID 83616-5901

192 180 08 00
Aurelio Plascencia
441 Olson Way
Arvin, CA 93203-2231

192 180 09 00
Aurelio Plascencia
449 Olson Way
Arvin, CA 93203-2231

192 180 10 00
Aurelio Placencia
449 Olson Way
Arvin, CA 93203-2231

192 180 13 00
Steven & Maria Dickey
640 Combs Ave
Arvin, CA 93203-2212

192 180 14 00
Everardo & Josefina Villa
477 Olson Way
Arvin, CA 93203-2231

192 180 15 00
Octavio Herrera
2821 Tar Springs Ave
Bakersfield, CA 93313-5704

192 180 16 00
Jose Asuncion Ulloa
501 Olson Way
Arvin, CA 93203-2233

192 180 17 00
Raul & Patricia Herrera
509 Olson Way
Arvin, CA 93203-2233

192 180 18 00
Paul & Edith Becerra
400 Olson Way
Arvin, CA 93203-2232

192 180 19 00
Alfonso Cardenas & Obdulia Tapia
525 Olson Way
Arvin, CA 93203-2233

192 180 20 00
Alfonso Cardenas & Obdulia Tapia
525 Olson Way
Arvin, CA 93203-2233

192 180 21 00
Carlos Sanchez Gutierrez
PO Box 174
Arvin, CA 93203-0174

192 180 22 00
John Garner
25432 Barbara St
Arvin, CA 93203-9701

192 180 23 00
Lieu Thi Huynh
18246 Hiawatha St
Northridge, CA 91326-3426

192 180 24 00
Rigoberto & Margarita Perez
19361 Alta Vista Ave
Tehachapi, CA 93561-8637

192 180 25 00
Felix & Eugenia Ramirez
481 Olson Way #A
Arvin, CA 93203-2231

192 180 26 00
Augustine & Lillian Garay
916 Meyer St
Arvin, CA 93203-2108

192 180 27 00
Julian Tinoco
924 Meyer St
Arvin, CA 93203-2108

192 180 28 00
Miguel Morales
1421 La Lila
Arvin, CA 93203-2455

192 180 31 00
Howard Ray Rowland Jr.
465 Olson Way
Arvin, CA 93203-2231

192 180 32 00
Howard Rowland Jr.
465 Olson Way
Arvin, CA 93203-2231

192 180 38 00
Miguel & Maria Calderon
556 Olson Way
Arvin, CA 93203-2234

192 180 39 00
Lucio & Blanca Benavides Jr.
209 Bear Mountain Blvd
Arvin, CA 93203-1505

192 180 40 00
George & Shilla Lafavor
500 Olson Way
Arvin, CA 93203-2234

192 180 41 00
George Lafavor
500 Olson Way
Arvin, CA 93203-2234

192 180 42 00
Maria Refugio Garcia
819 Michigan Ave #B
Santa Monica, CA 90404-4326

192 180 43 00
Patricia Loeza
430 Olson Way
Arvin, CA 93203-2232

192 180 46 00
Maria Elena Guzman
908 Meyer St
Arvin, CA 93203-2108

192 180 47 00
Howard Ray Rowland Jr.
465 Olson Way
Arvin, CA 93203-2231

192 180 48 00
Isidro & Denise Loza Jr.
1705 Payne Dr
Arvin, CA 93203-2700

192 180 49 00
Daniel Juarez
516 Olson Way
Arvin, CA 93203-2234

192 180 52 00
Mario & Rocio Zuniga
433 Olson Way
Arvin, CA 93203-2231

192 180 53 00
Mario & Rocio Zuniga
433 Olson Way
Arvin, CA 93203-2231

192 260 01 00
Israel Lopez Ledesma
801 Olson Way
Arvin, CA 93203-2133

192 260 02 00
Juan & Maria Ocegueda
803 Olson Way
Arvin, CA 93203-2133

192 260 03 00
J Carmen & Catalina Gomez
805 Olson Way
Arvin, CA 93203-2133

192 260 04 00
Alicia Perez
11212 Cohasset St
Sun Valley, CA 91352-4705

192 260 05 00
Arnoldo & Norma Lupercio
1625 Crestmont Dr
Bakersfield, CA 93306-4216

192 260 06 00
Jaime Perez
811 Olson Way
Arvin, CA 93203-2133

192 260 07 00
Miguel Ornela
813 Olson Way
Arvin, CA 93203-2133

192 260 08 00
Anarosa Alvarez Guzman
815 Olson Way
Arvin, CA 93203-2133

192 260 09 00
Sergio & Maria Velazquez
817 Olson Way
Arvin, CA 93203-2133

192 260 10 00
Ruben Lopez
816 Schipper St
Arvin, CA 93203-2116

192 260 11 00
Erick Gallardo
814 Schipper St
Arvin, CA 93203-2116

192 260 12 00
Elizabeth Moreno
812 Schipper St
Arvin, CA 93203-2116

192 260 13 00
Catalina Villarreal
810 Schipper St
Arvin, CA 93203-2116

192 260 14 00
Jose Jesus & Rosa Maria Martinez
808 Schipper St
Arvin, CA 93203-2116

192 260 15 00
Juan Gomez
806 Schipper St
Arvin, CA 93203-2116

192 260 16 00
Maria Elvia Garcia
804 Schipper St
Arvin, CA 93203-2116

192 260 17 00
Phat & Manychanh Rasavong
802 Schipper St
Arvin, CA 93203-2116

192 260 18 00
Kenesy & Thongkhin Manivong
800 Schipper St
Arvin, CA 93203-2116

192 270 02 00
Rafael & Araceli Castro
913 Walnut Dr
Arvin, CA 93203-2031

192 270 03 00
Jose & Irma Martinez
915 Walnut Dr
Arvin, CA 93203-2031

192 270 04 00
Raul & Alicia Arreguin
917 Walnut Dr
Arvin, CA 93203-2031

192 270 05 00
Salomon & Enedina Arreguin
919 Walnut Dr
Arvin, CA 93203-2031

192 270 06 00
Leopoldo & Maria Lilia Garcia
921 Walnut Dr
Arvin, CA 93203-2031

192 270 07 00
Miguel & Alma Rosa Tinoco
923 Walnut Dr
Arvin, CA 93203-2031

192 270 08 00
Salvador Rivera
925 Walnut Dr
Arvin, CA 93203-2031

192 270 09 00
Jesus & Duran Esther Tinoco
927 Walnut Dr
Arvin, CA 93203-2031

192 270 10 00
Jose Guadalupe & Maria Guadalupe Fra
929 Walnut Dr
Arvin, CA 93203-2031

192 270 11 00
Ramon & Maria Perez
313 Soledad St
Soledad, CA 93960-2642

192 270 12 00
Ramon & Guadalupe Zuniga
116 King St
Arvin, CA 93203-1542

192 270 13 00
Pedro & Maria Elena Mendez
934 Cadmus Ct
Arvin, CA 93203-2000

192 270 14 00
Rafael & Maria Carrera
932 Cadmus Ct
Arvin, CA 93203-2000

192 270 15 00
Antonio & Liduvina Silva
930 Cadmus Ct
Arvin, CA 93203-2000

192 270 16 00
Miguel & Veronica Baeza
928 Cadmus Ct
Arvin, CA 93203-2000

192 270 17 00
Jesus & Leticia Perez
926 Cadmus Ct
Arvin, CA 93203-2000

192 270 18 00
Ramon & Celia Garcia
924 Cadmus Ct
Arvin, CA 93203-2000

192 270 19 00
Pedro & Maria Moreno
922 Cadmus Ct
Arvin, CA 93203-2000

192 270 20 00
Arturo Morales
920 Cadmus Ct
Arvin, CA 93203-2000

192 270 21 00
Abel & Elvia Moreno
918 Cadmus Ct
Arvin, CA 93203-2000

192 270 22 00
Jose Arroyo
916 Cadmus Ct
Arvin, CA 93203-2000

192 270 23 00
Lidia Esther Pacheco
914 Cadmus Ct
Arvin, CA 93203-2000

192 270 26 00
Melissa Hicks
913 Cadmus Ct
Arvin, CA 93203-2040

192 270 27 00
Israel & Sofia Perez
915 Cadmus Ct
Arvin, CA 93203-2040

192 270 28 00
Francisco & Esperanza Robles
917 Cadmus Ct
Arvin, CA 93203-2040

192 270 29 00
Gustavo & Patricia Pantoja
919 Cadmus Ct
Arvin, CA 93203-2040

192 270 30 00
Carlos Chavez Jaime
921 Cadmus Ct
Arvin, CA 93203-2040

192 270 31 00
Maria Arredondo
923 Cadmus Ct
Arvin, CA 93203-2040

192 270 32 00
Elias & Margarita Calderon
925 Cadmus Ct
Arvin, CA 93203-2040

192 270 33 00
Guadalupe & Ofelia Gomez
927 Cadmus Ct
Arvin, CA 93203-2040

192 270 34 00
Raul & Laura Moreno
929 Cadmus Ct
Arvin, CA 93203-2040

192 270 35 00
Rodrigo & Maricela Ramos
931 Cadmus Ct
Arvin, CA 93203-2040

192 270 36 00
Lazaro & Esther Moreno
933 Cadmus Ct
Arvin, CA 93203-2040

192 270 37 00
Salvador Vargas & Maria Lopez
934 Fox Ct
Arvin, CA 93203-2041

192 270 38 00
Jorge Duran
928 Fox Ct
Arvin, CA 93203-2041

192 270 39 00
Jose & Maria Rodriguez
930 Fox Ct
Arvin, CA 93203-2041

192 270 40 00
Jorge & Elia Duran
928 Fox Ct
Arvin, CA 93203-2041

192 270 41 00
Juan Manuel & Maria Guadalupe Gorn
1293 La Lila
Arvin, CA 93203-2451

192 270 42 00
Jose Luis & Silvia Garcia
924 Fox Ct
Arvin, CA 93203-2041

192 270 43 00
Jose & Maria Mora
922 Fox Ct
Arvin, CA 93203-2041

192 270 44 00
Arb Enterprises Inc
6495 S Union Ave
Bakersfield, CA 93307-5449

192 270 45 00
Maria Lorena Contreras
918 Fox Ct
Arvin, CA 93203-2041

192 270 46 00
Juan Carlos & Maria Ana Gallardo
916 Fox Ct
Arvin, CA 93203-2041

192 270 47 00
Ramon & Marta Moreno
914 Fox Ct
Arvin, CA 93203-2041

192 280 04 00
Sycamore Gardens Mh Park LP
9100 Chartres Ln
Bakersfield, CA 93311-1573

192 280 05 00
Troy Wolfe
9100 Chartres Ln
Bakersfield, CA 93311-1573

192 280 07 00
Oscar Rudnick
9100 Chartres Ln
Bakersfield, CA 93311-1573

192 280 08 00
Sycamore Gardens Mh Pk L P
9100 Chartres Ln
Bakersfield, CA 93311-1573

192 280 09 00
Donato Leon Juarez
801 Schipper St #9
Arvin, CA 93203-2136

192 280 10 00
Oscar Rudnick
9100 Chartres Ln
Bakersfield, CA 93311-1573

192 280 11 00
Sycamore Gardens Mh Pk L P
9100 Chartres Ln
Bakersfield, CA 93311-1573

192 280 17 00
Oscar Rudnick
9100 Chartres Ln
Bakersfield, CA 93311-1573

192 280 18 00
Sycamore Gardens Mh Pk LP
801 Schipper St #18
Arvin, CA 93203-2137

192 280 19 00
Sycamore Gardens Mh Pk L P
801 Schipper St #19
Arvin, CA 93203-2137

192 280 24 00
Sycamore Gardens Mh Pk Limited
9100 Chartres Ln
Bakersfield, CA 93311-1573

192 280 28 00
Frank & Josephine Mannino
9100 Chartres Ln
Bakersfield, CA 93311-1573

192 280 36 00
Gardens Mh Pk Sycamore
9100 Chartres Ln
Bakersfield, CA 93311-1573

192 280 37 00
Gardens Mh Sycamore
9100 Chartres Ln
Bakersfield, CA 93311-1573

192 280 38 00
Sycamore Gardens Mh Pk L P
9100 Chartres Ln
Bakersfield, CA 93311-1573

192 280 39 00
Oscar Rudnick
9100 Chartres Ln
Bakersfield, CA 93311-1573

192 280 45 00
Oscar Rudnick
9100 Chartres Ln
Bakersfield, CA 93311-1573

192 280 47 00
Oscar Rudnick
9100 Chartres Ln
Bakersfield, CA 93311-1573

192 280 48 00
Sycamore Gardens Mh Pk LP
9100 Chartres Ln
Bakersfield, CA 93311-1573

192 280 50 00
Gardens Mh Pk Sycamore
9100 Chartres Ln
Bakersfield, CA 93311-1573

192 280 64 00
Sycamore Gardens Mh Pk LP
9100 Chartres Ln
Bakersfield, CA 93311-1573

192 280 66 00
Gardens Mh Pk Sycamore
9100 Chartres Ln
Bakersfield, CA 93311-1573

192 280 68 00
Oscar Rudnick
9100 Chartres Ln
Bakersfield, CA 93311-1573

192 280 69 00
Oscar Rudnick
9100 Chartres Ln
Bakersfield, CA 93311-1573

192 280 70 00
Oswaldo Vasquez
9100 Chartres Ln
Bakersfield, CA 93311-1573

192 280 73 00
Sycamore Gardens Mh Pk LP
9100 Chartres Ln
Bakersfield, CA 93311-1573

192 280 79 00
Mobile Home Section Assessor
1115 Truxtun Ave
Bakersfield, CA 93301-4629

192 280 84 00
Oscar Rudnick
9100 Chartres Ln
Bakersfield, CA 93311-1573

192 280 85 00
Charles Brown
9100 Chartres Ln
Bakersfield, CA 93311-1573

192 301 01 00
City of Arvin
PO Box 548
Arvin, CA 93203-0548

192 301 02 00
Erasmus & Camerina Leon
1133 Krauter St
Arvin, CA 93203-2151

192 301 03 00
Ma Guadalupe Lopez
1125 Krauter St
Arvin, CA 93203-2151

192 301 04 00
Jose Luis Pantoja Martinez
1308 Los Cantos Ave
Arvin, CA 93203-9474

192 301 05 00
Alejandro & Dolores Morales
1073 Polly Ct
Arvin, CA 93203-2152

192 301 06 00
Manuel Zavala
1081 Polly Ct
Arvin, CA 93203-2152

192 301 07 00
Jeremy James Kadrmas
1088 Polly Ct
Arvin, CA 93203-2152

192 301 08 00
Jose Luis & Juana Segoviano
1080 Polly Ct
Arvin, CA 93203-2152

192 301 09 00
Jose & Ermila Hernandez
1072 Polly Ct
Arvin, CA 93203-2152

192 301 10 00
Bibiano & Irene Deleon
1064 Polly Ct
Arvin, CA 93203-2152

192 301 11 00
Fernando Pimentel
7801 Georgetown Ave
Lamont, CA 93241-2847

192 301 12 00
Jaime & Carmen Garcia
1073 Borden Ct
Arvin, CA 93203-2144

192 301 13 00
Refugio & Cecilia Zuniga
1081 Borden Ct
Arvin, CA 93203-2144

192 301 14 00
Javier Ledezma
1088 Borden Ct
Arvin, CA 93203-2143

192 301 15 00
David & Elena Mendoza
1080 Borden Ct
Arvin, CA 93203-2143

192 301 16 00
Margarito & Zenaida Pantoja
1072 Borden Ct
Arvin, CA 93203-2143

192 301 17 00
Mario & Bertha Pantoja
1064 Borden Ct
Arvin, CA 93203-2143

192 301 18 00
Manuel Tenorio
1056 Borden Ct
Arvin, CA 93203-2143

192 301 19 00
Antonio & Silvia Gomez
1048 Borden Ct
Arvin, CA 93203-2143

192 301 20 00
Maurillo Castro
1300 Chico Ct
Arvin, CA 93203-2818

192 301 21 00
Angel & Angelica Garcia
1032 Borden Ct
Arvin, CA 93203-2143

192 301 22 00
Roberto Quintino
1024 Borden Ct
Arvin, CA 93203-2143

192 301 23 00
Rafael & Silvia Martinez
1008 Borden Ct
Arvin, CA 93203-2143

192 301 24 00
Arturo Moreno Zuniga
1000 Borden Ct
Arvin, CA 93203-2143

192 301 25 00
Mario Davila
1008 Swanson Dr
Arvin, CA 93203-2145

192 301 26 00
Ramon & Lizett Rodriguez
9700 Silverthorne Dr
Bakersfield, CA 93314-8022

192 301 27 00
Juan & Elvira Flores
1024 Swanson Dr
Arvin, CA 93203-2145

192 301 28 00
Juan & Rosa Isela Sierra
1032 Swanson Dr
Arvin, CA 93203-2145

192 301 29 00
Jesus & Consuelo Orosco
1040 Swanson Dr
Arvin, CA 93203-2145

192 301 30 00
Dagoberto & Claudia Quintino
1100 Swanson Dr
Arvin, CA 93203-2147

192 301 31 00
Antonio & Maricela Gomez
1108 Swanson Dr
Arvin, CA 93203-2147

192 301 32 00
Carmen & Marta Moreno
1116 Swanson Dr
Arvin, CA 93203-2147

192 301 33 00
Ismael & Rosa Maria Parra
1124 Swanson Dr
Arvin, CA 93203-2147

192 301 34 00
Raul & Veronica Zuniga
1602 Bear Mountain Blvd
Arvin, CA 93203-2500

192 302 01 00
Leonardo & Ludvina Villanueva
1133 Swanson Dr
Arvin, CA 93203-2148

192 302 02 00
Jose Salas
1125 Swanson Dr
Arvin, CA 93203-2148

192 302 03 00
Miguel Gallardo Moreno
1117 Swanson Dr
Arvin, CA 93203-2148

192 302 04 00
Armando & Anabelia Rubio
1109 Swanson Dr
Arvin, CA 93203-2148

192 302 05 00
Gregorio Avila Diaz
1101 Swanson Dr
Arvin, CA 93203-2148

192 302 06 00
Juan Carlos Hernandez
1041 Swanson Dr
Arvin, CA 93203-2146

192 302 07 00
Raul & Veronica Zuniga
1602 Bear Mountain Blvd
Arvin, CA 93203-2500

192 302 08 00
Roberto & Griselda Moreno
1025 Swanson Dr
Arvin, CA 93203-2146

192 302 09 00
Anabelia & Armando Rubio
1109 Swanson Dr
Arvin, CA 93203-2148

192 302 10 00
Rodrigo & Enedelia Flores
1000 Krauter St
Arvin, CA 93203-2149

192 302 11 00
Rafael & Maria Consuelo Nunez
1008 Krauter St
Arvin, CA 93203-2149

192 302 12 00
Sergio Moreno
1016 Krauter St
Arvin, CA 93203-2149

192 302 13 00
Marie Gutierrez
1024 Krauter St
Arvin, CA 93203-2149

192 302 14 00
Jesus & Ofelia Cortez
1100 Krauter St
Arvin, CA 93203-2150

192 302 15 00
Delia Torres
1108 Krauter St
Arvin, CA 93203-2150

192 302 16 00
Manuel Perez
1116 Krauter St
Arvin, CA 93203-2150

192 302 17 00
Raul & Yolanda Garcia
1124 Krauter St
Arvin, CA 93203-2150

192 302 18 00
Pablo Miramontes
1132 Krauter St
Arvin, CA 93203-2150

192 331 03 00
Heriberto Vazquez
914 Walnut Dr
Arvin, CA 93203-2032

192 331 04 00
Pablo & Celia Zavala
916 Walnut Dr
Arvin, CA 93203-2032

192 331 05 00
Antonio Ramirez
918 Walnut Dr
Arvin, CA 93203-2032

192 331 06 00
Evelia Torres
1120 Olson Way
Arvin, CA 93203-2164

192 331 07 00
Jose Alejandro & Eva Gomez
1116 Olson Way
Arvin, CA 93203-2164

192 331 08 00
Ruben & Maria Bania Parra
917 Park Ct
Arvin, CA 93203-2159

192 331 09 00
Manuel Perez
913 Park Ct
Arvin, CA 93203-2159

192 331 10 00
Raul Duran
909 Park Ct
Arvin, CA 93203-2159

192 331 15 00
Antonio & Maricela Morales
908 Park Ct
Arvin, CA 93203-2159

192 331 16 00
Saul Morales
912 Park Ct
Arvin, CA 93203-2159

192 331 17 00
Angel Castillo
916 Park Ct
Arvin, CA 93203-2159

192 331 18 00
Maria Vasquez
1100 Olson Way
Arvin, CA 93203-2164

192 331 19 00
Mario & Cecilia Ramirez
1000 Olson Way
Arvin, CA 93203-2166

192 331 20 00
Abel Mendez Parra
917 Arbolito Ct
Arvin, CA 93203-2142

192 331 21 00
Isidro & Berta Garcia
913 Arbolito Ct
Arvin, CA 93203-2142

192 331 22 00
Guillermo Valencia
909 Arbolito Ct
Arvin, CA 93203-2142

192 331 27 00
Trinidad & Lorena Moreno
908 Arbolito Ct
Arvin, CA 93203-2142

192 331 28 00
Jesus Parra & Ma Guadalupe Duran
912 Arbolito Ct
Arvin, CA 93203-2142

192 331 29 00
Manuel Gonzalez
916 Arbolito Ct
Arvin, CA 93203-2142

192 331 30 00
Leonila Hernandez
900 Olson Way
Arvin, CA 93203-2165

192 332 01 00
Isidro & Maria Zamudio
901 Olson Way
Arvin, CA 93203-2157

192 332 02 00
Salvador Escutia Guzman
905 Olson Way
Arvin, CA 93203-2157

192 332 03 00
Maurilio & Irma Duran
1001 Olson Way
Arvin, CA 93203-2160

192 332 04 00
Salvador & Juana Gallegos
1005 Olson Way
Arvin, CA 93203-2160

192 332 05 00
Salvador & Rosa Garcia
1009 Olson Way
Arvin, CA 93203-2160

192 332 06 00
Jorge Contreras
1101 Olson Way
Arvin, CA 93203-2161

192 332 07 00
Esteban & Estela Moreno
226 Laurel Ave
Arvin, CA 93203-1925

192 332 08 00
Ramon Moreno
1908 Bingham Ave
Bakersfield, CA 93305-3116

192 332 09 00
Gerardo & Elvia Rodriguez
1113 Olson Way
Arvin, CA 93203-2161

192 332 10 00
Jose & Nancy Martinez
1117 Olson Way
Arvin, CA 93203-2161

192 332 11 00
J R G Lopez
1121 Olson Way
Arvin, CA 93203-2161

192 332 12 00
Ricardo Moreno
926 Walnut Dr
Arvin, CA 93203-2032

192 332 13 00
Rafael Garcia
928 Walnut Dr
Arvin, CA 93203-2032

192 332 14 00
Mario Pantoja
930 Walnut Dr
Arvin, CA 93203-2032

192 332 15 00
David & Chrystal Arriaga Sr.
1112 Schipper St
Arvin, CA 93203-2163

192 332 16 00
Rafael Ramirez
1108 Schipper St
Arvin, CA 93203-2163

192 332 17 00
Ernesto & Alicia Moreno
1104 Schipper St
Arvin, CA 93203-2163

192 332 18 00
Miguel & Miriam Jaime
1100 Schipper St
Arvin, CA 93203-2163

192 332 19 00
Lucero Garcia
1008 Schipper St
Arvin, CA 93203-2162

192 332 20 00
Josefina Calderon
1004 Schipper St
Arvin, CA 93203-2162

192 332 21 00
Jovani Pedraza
1000 Schipper St
Arvin, CA 93203-2162

192 332 22 00
Abel & Griselda Garza
12200 Adirondack Ave
Bakersfield, CA 93312-5441

192 332 23 00
Jose De Jesus Cardona & Elizabeth Gar
900 Schipper St
Arvin, CA 93203-2158

192 332 24 00
City of Arvin
PO Box 548
Arvin, CA 93203-0548

Westminster Capital, Inc.
233 Wilshire Blvd., #525
Santa Monica, CA 90401

CRPE
1999 Harrison Street, Suite 650
Oakland, CA 94612

Petro Lud,
1311 Calaveras Park Drive
Bakersfield, CA 93311



CITY OF ARVIN

MAYOR
Jose Gurrrola

MAYOR PRO TEM
Jess Ortiz

COUNCIL MEMBERS
Jazmin Robles
Erika Madrigal
Gabriela Martinez

CITY MANAGER
Alfonso Noyola, ICMA-CM

May 31, 2018

Petro-Lud, Inc.
1311 Calaveras Park Drive,
Bakersfield, Ca 93311
Applicant Contact: Clayton Ludington, President

Dear Mr. Ludington,

Please be advised that your application was conditionally approved on May 30, 2018 and adopted Resolution No. APC 2018-10.

Please be advised that should you disagree with the decision of the Planning Commission you as provided by Section 17.54.130, you have 15 calendar days after May 30, 2018 or 10 days after the receipt of this letter to submit you appeal to the City Clerk's office and pay the appeal fee of \$420.00.

Should you choose to appeal the Planning Commission action, your appeal letter must clearly state the reasons for appealing the decision of the Planning Commission.

Upon receipt of the written appeal and payment of appeal fee, the City Clerk will forward the appeal to the City Council. The City Council at its next regular meeting after the filing of such appeal the city council shall set a date for a hearing. If no appeal is received within the timelines noted above, the action of the Planning Commission shall be final. You may coordinate the implementation of the requirements of the approval with the Community Development Department, Planning Division and Building Division staff.

Should you have any questions, please do not hesitate to contact the Planning Office.

Sincerely,

Cecilia Vela
City Clerk

Enclosed: Planning Commission Resolution No. APC 2018-10, May 30, 2018

CC: City Manager
City Council

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

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

Adjacent Property Owner:
Westminster Capital, LLC
9665 Wilshire Blvd, Ste M-10
Beverly Hills, CA 90212

• **17.54.130 - Decisions—Granting or denial—Notice.**

A. Within five (5) days after final decision by the planning commission on an application for a variance, modification or conditional use permit, notices of the decision in the matter shall be mailed to the applicant at the address shown upon the application, the city clerk, the members of the city council, the owners of the adjoining property and persons requesting such notice.

B. The granting, either with or without conditions, or the denial of such application by the planning commission shall be final unless within fifteen (15) days after the decision by the planning commission, or ten (10) days after the mailing of the required notices, whichever date is later, the applicant, or any other person aggrieved, appeals therefrom in writing to the city council by presenting such appeal to the city clerk. At its next regular meeting after the filing of such appeal with the city clerk, the city council shall set a date for a hearing thereon. The manner of setting the hearing, giving of notice and conducting the hearing shall be the same as prescribed in this chapter for hearing by the planning commission. The decision appealed from shall be affirmed unless reversed by a vote of not less than a majority of all members of the city council.

C. No permit or license shall be issued for any use involved in an application for a variance, modification or conditional use permit until the same has become final by reason of the failure of any person to appeal or by reason of the action of the city council.

D. If the use authorized by any variance, modification or conditional use permit is or has been unused, abandoned, discontinued or has ceased for a period of six (6) months, or the conditions have not been complied with, such variance, modification or conditional use permit shall become null and void and of no effect unless an extension therefore has been granted by the planning commission, upon written petition of the applicant for such extension before the expiration of the above period.

(Ord. 51 §3112(A), 1965).



CITY OF ARVIN Staff Report

Meeting Date: September 4, 2018

TO: City Council

FROM: Jake Raper, City Planner
Jerry Breckinridge, Interim City Manager

SUBJECT: AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARVIN FOR A THIRD AMENDMENT TO THE DEVELOPMENT AGREEMENT WITH AUBURN OAK DEVELOPERS, LLC, AND CEQA DETERMINATION

RECOMMENDATION:

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

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 Auburn Oaks Developers

LLC (“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 Tract 5816 Phase 11 consisting of APN 189-351-58 – 21.33 acres, and APN 189-351-67 – 3.40 acres. A total of 24.73+/- Acres which is zoned R-3-MUO. 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 owner 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.
- Established a subsequent phasing agreement for the 140 single family lots.

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.

The Planning Commission held a Special Meeting and Public Hearing on August 14, 2018 to review and consider the Notice of Exemption for the project, including the Third Amendment to Development Agreement for Auburn Oaks Developers, LLC. No person spoke in opposition toward the project, and the Planning Commission adopted Resolution No. APC 2018-12 on August 14, 2018 recommending the City Council adopt the Notice of Exemption and approve all components of the project, including the Third Amendment.

ENVIRONMENTAL DETERMINATION:

The City has environmentally assessed the Third Amendment, and determined 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 - Uncodified Ordinance of the City Council of the City of Arvin For A Third Amendment To The Development Agreement with Auburn Oaks Developers, LLC. Exhibit A 3rd Amendment

Attachment 2 - Planning Commission Resolution No 2018-12 adopted August 14, 2018

Attachment 3 – Documents considered by the Planning Commission and Planning Commission Resolution.

Attachment 4 – City Council Public Hearing Notice Published on August 24, 2018

ORDINANCE

AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARVIN FOR A THIRD AMENDMENT TO THE DEVELOPMENT AGREEMENT WITH AUBURN OAK DEVELOPERS, LLC, AND CEQA DETERMINATION

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 Cielo, LLC, and transferred its obligations and rights to K. Hovnanian at Cielo, LLC, thereunder, and K. Hovnanian at Cielo, 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 Cielo, 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. ("Westminster"), 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 at any

time owned by LeOra, LLC or K. Hovnanian at Cielo, LLC; and

WHEREAS, the City and Westminster amended the Development Agreement (“Westminster Third Amendment”) and the City Council approved said Westminster Third Amendment on May 15, 2018; and

WHEREAS, prior to the effectiveness of said amendment, Westminster transferred a portion of its land, approximately 24.73 acres of property consisting of 140 lots in Tract 5816, Phase 11, also known as Assessor Parcel Numbers 189-350-58 and-67, generally located South of Sycamore Drive on the West Side of Meyer, to Auburn Oak Developers, LLC (“Auburn”); and

WHEREAS, Auburn 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 Auburn 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 solely to Auburn; and

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

WHEREAS, the City has environmentally assessed this proposed 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 noticed the July 31, 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 July 31, 2018 and continued to August 14, 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 2018-12, recommending the City Council adopt this Ordinance; and

WHEREAS, the City properly noticed the September 4, 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 September 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 this Ordinance was introduced by the City Council; and

WHEREAS, the City Council considered this matter on September 4, 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 Auburn Oak Developers, LLC, 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 4th day of September, 2018 and adopted the Ordinance after second reading at a regular meeting held on the 4th day of September, 2018, by the following vote:

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 Ordinance passed and adopted by the City Council of the City of Arvin on the date and by the vote indicated herein.

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 _____, 2018, and entered into by or between AUBURN OAK DEVELOPERS, LLC, a California Limited Liability Company (“Developer”), and the CITY OF ARVIN, a municipal corporation (“the City”). Developer and the City are collectively referred to herein as (“Parties”).

RECITALS

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

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

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

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

E. Thereafter, and as set forth below, Developer subsequently obtained the rights and obligations under the Development Agreement for Phase 11 of Tract 5816 of the property legally described in Exhibit “A” attached hereto (“Property”), which is a portion of the property previously owned by Sycamore Villas, and then Westminster Capital, Inc. (Westminster), and that was not 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.

Attachment: Third Amend to Dev Agmt - Auburn Oak Developers, LLC (Public Hearing - Third Amend to Dev Agmt - Auburn Oaks Developers,

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. On May 15, 2018 the Arvin City Council approved amendment of the Development Agreement between the City of Arvin and Westminster by document entitled for the sake of reference “Third Amendment to Development Agreement,” (Agreement No. 2018-12), which was recorded by the City on May 23, 2018, in the Kern County Official Records as Document Number 000218063885 (“Westminster Third Amendment”). The Westminster Third Amendment is not subject to this Third Amendment, nor does this Third Amendment affect the either the Hovnanian Third Amendment or the LeOra Third Amendment, as each involves separate property subject to the Development Agreement.

I. Although approved on May 15, 2018, the uncodified ordinance enacting the Third Amendment did not become effective until the 31st day after approval. Prior to the effective date of June 15, 2018 Westminster transferred a portion of its land, approximately 24.73 acres of property consisting of 140 lots in Tract 5816, Phase 11, also known as Assessor Parcel Numbers 189-351-58 and -67, generally located South of Sycamore Drive on the West Side of Meyer Street, to Developer. As a result, Developer is not subject to, and has no rights or remedies under, the Westminster Third Amendment.

J. 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 “Auburn Third Amendment”).

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

L. 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 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. **Subsequent Phasing.** Phase 11 of Tract 5816 has already been phased. Notwithstanding any other term of the Development Agreement, Developer may further divide the property encompassed by Phase 11 into further Phases. Developer shall pay \$0.00 to City for processing the first additional final

map and first phase including processing, recording, annexation to the Landscape and Lighting District, master utility plans, CEQA, etc. Thereafter, for each phase that is then processed, Developer shall pay the fee rate then in effect, including any additional final map review and processing, final map improvement plans, annexation to the Landscape and Lighting District, master utility plans, CEQA, etc., in an amount not to exceed \$10,000 per additional phase. Fees for subsequent development of each lot within each of the phases remain capped at \$2,300 per lot as noted above. Nothing in this Third Amendment waives any requirement mandated by state law, such as performance and payment bonds, etc.

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 acknowledge 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 as amended. Nothing in this Paragraph shall constitute a waiver of Developer's obligations to comply with the Development Agreement as amended, 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

AUBURN OAK DEVELOPERS, LLC,
a California Limited Liability Company

By: _____
Jose Gurrola, Mayor

By: _____
Victor Baldivia, Manager
_____, 2018

_____, 2018

ATTEST:

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.

Cecilia Vela, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Name:
Title:

By: _____
Shannon L. Chaffin, City Attorney

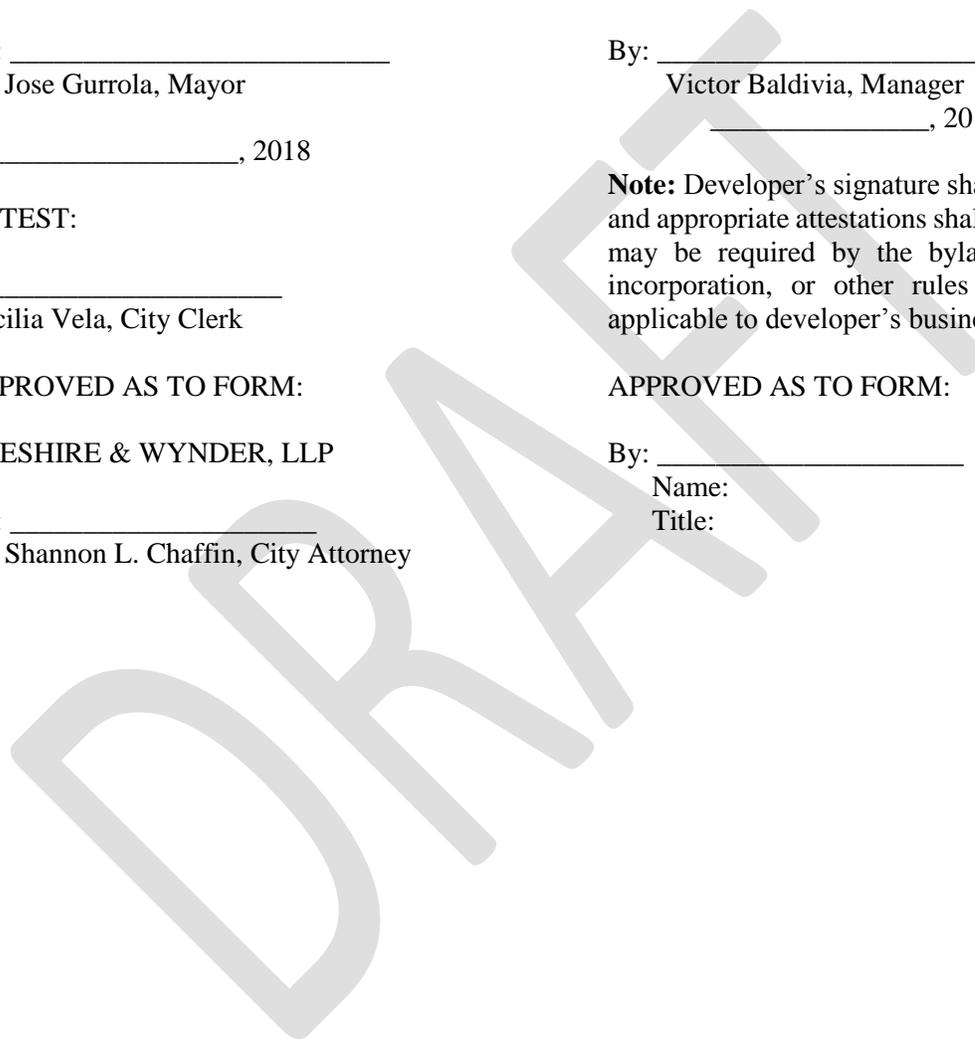


Exhibit A

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 189-351-58 & 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.

DRAFT

RESOLUTION NO. 2018-12

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ARVIN RECOMMENDING THE CITY COUNCIL I) APPROVE THE UNCODIFIED ORDINANCE FOR THIRD AMENDMENT BY AND BETWEEN AUBURN OAK DEVELOPERS, LLC 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) ADOPT A CEQA DETERMINATION PER CEQA GUIDELINES SECTION 15061(b)(3)

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, Auburn Oak Developers, LLC ("Developer" or "Auburn") obtained the development rights to approximately 24.73 acres of property consisting of 140 lots in Tract 5816, Phase 11, also known as Assessor Parcel Numbers 189-351-58 and-67, generally located South of Sycamore Drive on the West Side of Meyer Street, which was previously held by Sycamore Villas, LLC, along with the rights and obligations as established by the Development Agreement established for Tract 5816; and

WHEREAS, the City and Developer 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" or "Auburn Third Amendment) relating to Auburn only; and

WHEREAS, pursuant to CEQA Guidelines Section 15061(b)(3) 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; and

WHEREAS, the City properly noticed the July 31, 2018 hearing before the Planning Commission 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 Planning Commission conducted a duly noticed public hearing on July, 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 to the City Council adopt a CEQA determination pursuant to CEQA Guidelines Section 15061(b)(3) 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.
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.
- 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 regular meeting thereof held on the 14th day of August 2018 by the following vote:

AYES: PC Tinoco, VC Zavala, Chair Trujillo

NOES: _____

ABSTAIN: _____

ABSENT: PC Rivera, PC Martinez

ATTEST:

CECILIA VELA, Secretary

ARVIN PLANNING COMMISSION

By: _____
OLIVIA TRUJILLO, Chairperson

APPROVED AS TO FORM:

By: _____
SHANNON L. CHAFFIN, General Counsel
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 Auburn Oak Developers, LLC (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.

ORDINANCE NO. _____

AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARVIN FOR A THIRD AMENDMENT TO THE DEVELOPMENT AGREEMENT WITH AUBURN OAK DEVELOPERS, LLC, AND CEQA DETERMINATION

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. ("Westminster"), 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 at any time owned by LeOra, LLC or K. Hovnanian at Ceilo, LLC; and

WHEREAS, the City and Westminster amended the Development Agreement (“Westminster Third Amendment”) and the City Council approved said Westminster Third Amendment on May 15, 2018; and

WHEREAS, prior to the effectiveness of said amendment, Westminster transferred a portion of its land, approximately 24.73 acres of property consisting of 140 lots in Tract 5816, Phase 11, also known as Assessor Parcel Numbers 189-351-58 and-67, generally located South of Sycamore Drive on the West Side of Meyer, to Auburn Oak Developers, LLC (“Auburn”); and

WHEREAS, Auburn 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 Auburn 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 solely to Auburn; and

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

WHEREAS, the City has environmentally assessed this proposed 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 noticed the July 31, 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 July 31, 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 No. _____, recommending the City Council adopt this Ordinance; and

WHEREAS, the City properly noticed the _____, 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 _____, 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 _____, 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 Auburn Oak Developers, LLC, 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.

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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 ____ day of _____ 2018, and adopted the Ordinance after the second reading at a regular meeting held on the ____ day of _____ 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 (Auburn)

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 _____, 2018, and entered into by or between AUBURN OAK DEVELOPERS, LLC, a California Limited Liability Company (“Developer”), and the CITY OF ARVIN, a municipal corporation (“the City”). Developer and the City are collectively referred to herein as (“Parties”).

RECITALS

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

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

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

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

E. Thereafter, and as set forth below, Developer subsequently obtained the rights and obligations under the Development Agreement for Phase 11 of Tract 5816 of the property legally described in Exhibit “A” attached hereto (“Property”), which is a portion of the property previously owned by Sycamore Villas, and then Westminster Capital, Inc. (Westminster), and that was not 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. On May 15, 2018 the Arvin City Council approved amendment of the Development Agreement between the City of Arvin and Westminster by document entitled for the sake of reference “Third Amendment to Development Agreement,” (Agreement No. 2018-12), which was recorded by the City on May 23, 2018, in the Kern County Official Records as Document Number 000218063885 (“Westminster Third Amendment”). The Westminster Third Amendment is not subject to this Third Amendment, nor does this Third Amendment affect the either the Hovnanian Third Amendment or the LeOra Third Amendment, as each involves separate property subject to the Development Agreement.

I. Although approved on May 15, 2018, the uncodified ordinance enacting the Third Amendment did not become effective until the 31st day after approval. Prior to the effective date of June 15, 2018 Westminster transferred a portion of its land, approximately 24.73 acres of property consisting of 140 lots in Tract 5816, Phase 11, also known as Assessor Parcel Numbers 189-351-58 and -67, generally located South of Sycamore Drive on the West Side of Meyer Street, to Developer. As a result, Developer is not subject to, and has no rights or remedies under, the Westminster Third Amendment.

J. 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 “Auburn Third Amendment”).

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

L. 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 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. Subsequent Phasing. Phase 11 of Tract 5816 has already been phased. Notwithstanding any other term of the Development Agreement, Developer may further divide the property encompassed by Phase 11 into further Phases. Developer shall pay \$0.00 to City for processing the first additional final

map and first phase including processing, recording, annexation to the Landscape and Lighting District, master utility plans, CEQA, etc. Thereafter, for each phase that is then processed, Developer shall pay the fee rate then in effect, including any additional final map review and processing, final map improvement plans, annexation to the Landscape and Lighting District, master utility plans, CEQA, etc., in an amount not to exceed \$10,000 per additional phase. Fees for subsequent development of each lot within each of the phases remain capped at \$2,300 per lot as noted above. Nothing in this Third Amendment waives any requirement mandated by state law, such as performance and payment bonds, etc.

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 acknowledge 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 as amended. Nothing in this Paragraph shall constitute a waiver of Developer's obligations to comply with the Development Agreement as amended, 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.

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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

AUBURN OAK DEVELOPERS, LLC,
a California Limited Liability Company

By: _____
Jose Gurrola, Mayor
_____, 2018

By: _____
Victor Baldivia, Manager
_____, 2018

ATTEST:

Cecilia Vela, City Clerk

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:

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Name:
Title:

By: _____
Shannon L. Chaffin, City Attorney

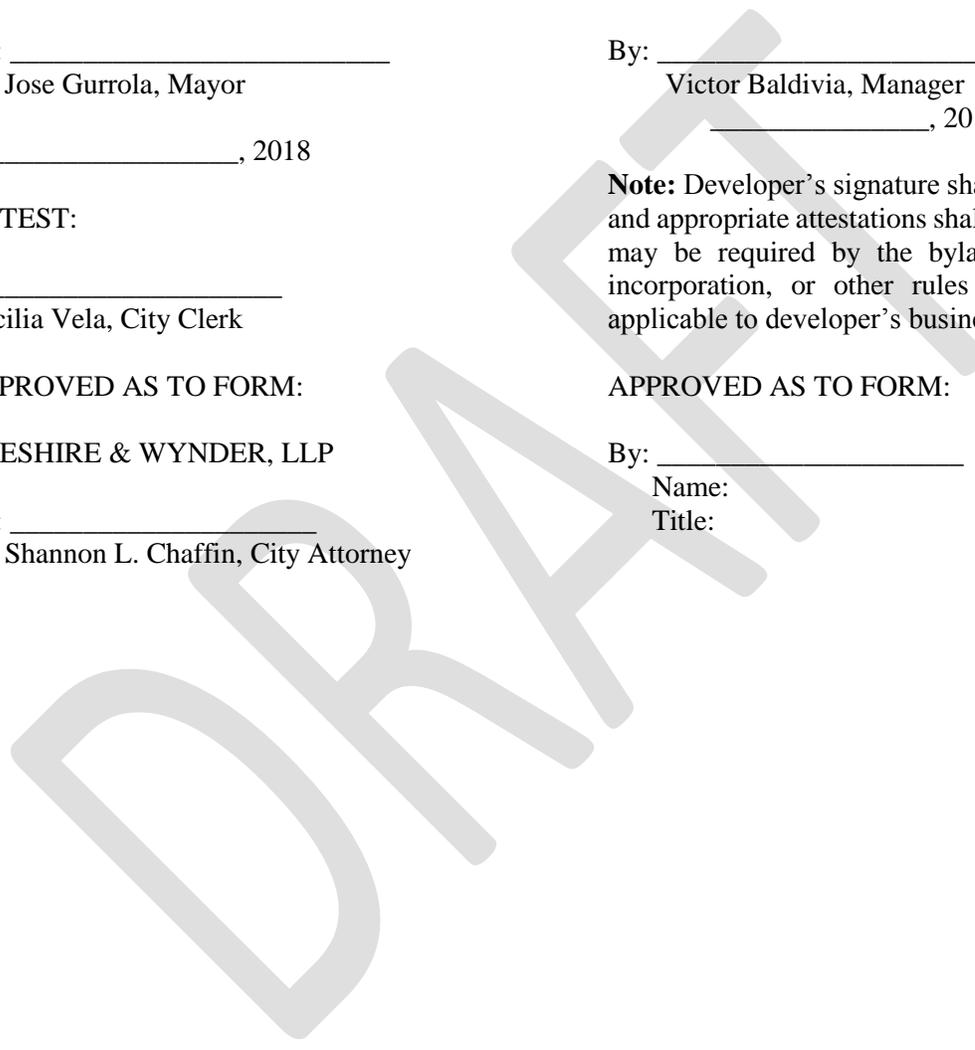


Exhibit A

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 189-351-58 & 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.

DRAFT



CITY OF ARVIN Staff Report

Meeting Date: August 14, 2018

TO: Planning Commission

FROM: Jake Raper, City Planner
Jerry Breckinridge, Interim City Manager

SUBJECT: A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ARVIN RECOMMENDING THE CITY COUNCIL I) APPROVE THE UNCODIFIED ORDINANCE FOR THIRD AMENDMENT BY AND BETWEEN AUBURN OAK DEVELOPERS, LLC 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) ADOPT A CEQA DETERMINATION PER CEQA GUIDELINES SECTION 15061(b)(3)

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 Auburn Oak Developers LLC, 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.) adopt a CEQA determination per CEQA Guidelines Section 15061(b)(3).

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 Auburn Oak Developers LLC (“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 Tract 5816 Phase 11 consisting of APN 189-351-58 – 21.33 acres, and APN 189-351-67 – 3.40 acres. A total of 24.73+/- Acres which is zoned R-3-MUO. 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 owner 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.
- Established a subsequent phasing agreement for the 140 single family lots.

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 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):

Resolution of the Arvin Planning Commission recommending the City Council Approve i.) the Uncodified Ordinance for Third Amendment by and between Auburn Oak Developers LLC 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) adopt a CEQA determination per CEQA Guidelines Section 15061(b)(3).

Exhibit A: An Uncodified Ordinance Of The City Council Of The City Of Arvin For A Third Amendment To The Development Agreement With Auburn Oak Developers, LLC, And CEQA Determination

Attachment 1: Planning Commission Public Hearing Notice

RESOLUTION

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ARVIN RECOMMENDING THE CITY COUNCIL I) APPROVE THE UNCODIFIED ORDINANCE FOR THIRD AMENDMENT BY AND BETWEEN AUBURN OAK DEVELOPERS, LLC 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) ADOPT A CEQA DETERMINATION PER CEQA GUIDELINES SECTION 15061(B)(3)

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, Auburn Oak Developers, LLC ("Developer" or "Auburn") obtained the development rights to approximately 24.73 acres of property consisting of 140 lots in Tract 5816, Phase 11, also known as Assessor Parcel Numbers 189-351-58 and-67, generally located South of Sycamore Drive on the West Side of Meyer Street, which was previously held by Sycamore Villas, LLC, along with the rights and obligations as established by the Development Agreement established for Tract 5816; and

WHEREAS, the City and Developer 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" or "Auburn Third Amendment) relating to Auburn only; and

WHEREAS, pursuant to CEQA Guidelines Section 15061(b)(3) 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; and

WHEREAS, the City properly noticed the July 31, 2018 hearing before the Planning Commission 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 Planning Commission conducted a duly noticed public hearing on July, 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 to the City Council adopt a CEQA determination pursuant to CEQA Guidelines Section 15061(b)(3) 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.
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.
- 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.

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 14th day of August, 2018 by the following vote:

ATTEST

CECILIA VELA, City Clerk

ARVIN PLANNING COMMISSION

By: _____
OLIVIA TRUJILLO, Chairperson

APPROVED AS TO FORM:

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

Attachment: Handouts of PC Meeting of Aug 14, 2018 (Public Hearing - Third Amend to Dev Agmt - Auburn Oaks Developers, LLC)

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.

ORDINANCE NO. _____

AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARVIN FOR A THIRD AMENDMENT TO THE DEVELOPMENT AGREEMENT WITH AUBURN OAK DEVELOPERS, LLC, AND CEQA DETERMINATION

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. ("Westminster"), 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 at any time owned by LeOra, LLC or K. Hovnanian at Ceilo, LLC; and

WHEREAS, the City and Westminster amended the Development Agreement (“Westminster Third Amendment”) and the City Council approved said Westminster Third Amendment on May 15, 2018; and

WHEREAS, prior to the effectiveness of said amendment, Westminster transferred a portion of its land, approximately 24.73 acres of property consisting of 140 lots in Tract 5816, Phase 11, also known as Assessor Parcel Numbers 189-351-58 and-67, generally located South of Sycamore Drive on the West Side of Meyer, to Auburn Oak Developers, LLC (“Auburn”); and

WHEREAS, Auburn 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 Auburn 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 solely to Auburn; and

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

WHEREAS, the City has environmentally assessed this proposed 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 noticed the July 31, 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 July 31, 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 No. _____, recommending the City Council adopt this Ordinance; and

WHEREAS, the City properly noticed the _____, 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 _____, 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 _____, 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 Auburn Oak Developers, LLC, 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.

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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 ____ day of _____ 2018, and adopted the Ordinance after the second reading at a regular meeting held on the ____ day of _____ 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 (Auburn)

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

Attachment: Handouts of PC Meeting of Aug 14, 2018 (Public Hearing - Third Amend to Dev Agmt - Auburn Oaks Developers, LLC)

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 _____, 2018, and entered into by or between AUBURN OAK DEVELOPERS, LLC, a California Limited Liability Company (“Developer”), and the CITY OF ARVIN, a municipal corporation (“the City”). Developer and the City are collectively referred to herein as (“Parties”).

RECITALS

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

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

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

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

E. Thereafter, and as set forth below, Developer subsequently obtained the rights and obligations under the Development Agreement for Phase 11 of Tract 5816 of the property legally described in Exhibit “A” attached hereto (“Property”), which is a portion of the property previously owned by Sycamore Villas, and then Westminster Capital, Inc. (Westminster), and that was not 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. On May 15, 2018 the Arvin City Council approved amendment of the Development Agreement between the City of Arvin and Westminster by document entitled for the sake of reference “Third Amendment to Development Agreement,” (Agreement No. 2018-12), which was recorded by the City on May 23, 2018, in the Kern County Official Records as Document Number 000218063885 (“Westminster Third Amendment”). The Westminster Third Amendment is not subject to this Third Amendment, nor does this Third Amendment affect the either the Hovnanian Third Amendment or the LeOra Third Amendment, as each involves separate property subject to the Development Agreement.

I. Although approved on May 15, 2018, the uncodified ordinance enacting the Third Amendment did not become effective until the 31st day after approval. Prior to the effective date of June 15, 2018 Westminster transferred a portion of its land, approximately 24.73 acres of property consisting of 140 lots in Tract 5816, Phase 11, also known as Assessor Parcel Numbers 189-351-58 and -67, generally located South of Sycamore Drive on the West Side of Meyer Street, to Developer. As a result, Developer is not subject to, and has no rights or remedies under, the Westminster Third Amendment.

J. 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 “Auburn Third Amendment”).

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

L. 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 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. Subsequent Phasing. Phase 11 of Tract 5816 has already been phased. Notwithstanding any other term of the Development Agreement, Developer may further divide the property encompassed by Phase 11 into further Phases. Developer shall pay \$0.00 to City for processing the first additional final

Attachment: Handouts of PC Meeting of Aug 14, 2018 (Public Hearing - Third Amend to Dev Agmt - Auburn Oaks Developers, LLC)

map and first phase including processing, recording, annexation to the Landscape and Lighting District, master utility plans, CEQA, etc. Thereafter, for each phase that is then processed, Developer shall pay the fee rate then in effect, including any additional final map review and processing, final map improvement plans, annexation to the Landscape and Lighting District, master utility plans, CEQA, etc., in an amount not to exceed \$10,000 per additional phase. Fees for subsequent development of each lot within each of the phases remain capped at \$2,300 per lot as noted above. Nothing in this Third Amendment waives any requirement mandated by state law, such as performance and payment bonds, etc.

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 acknowledge 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 as amended. Nothing in this Paragraph shall constitute a waiver of Developer's obligations to comply with the Development Agreement as amended, 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

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Shannon L. Chaffin, City Attorney

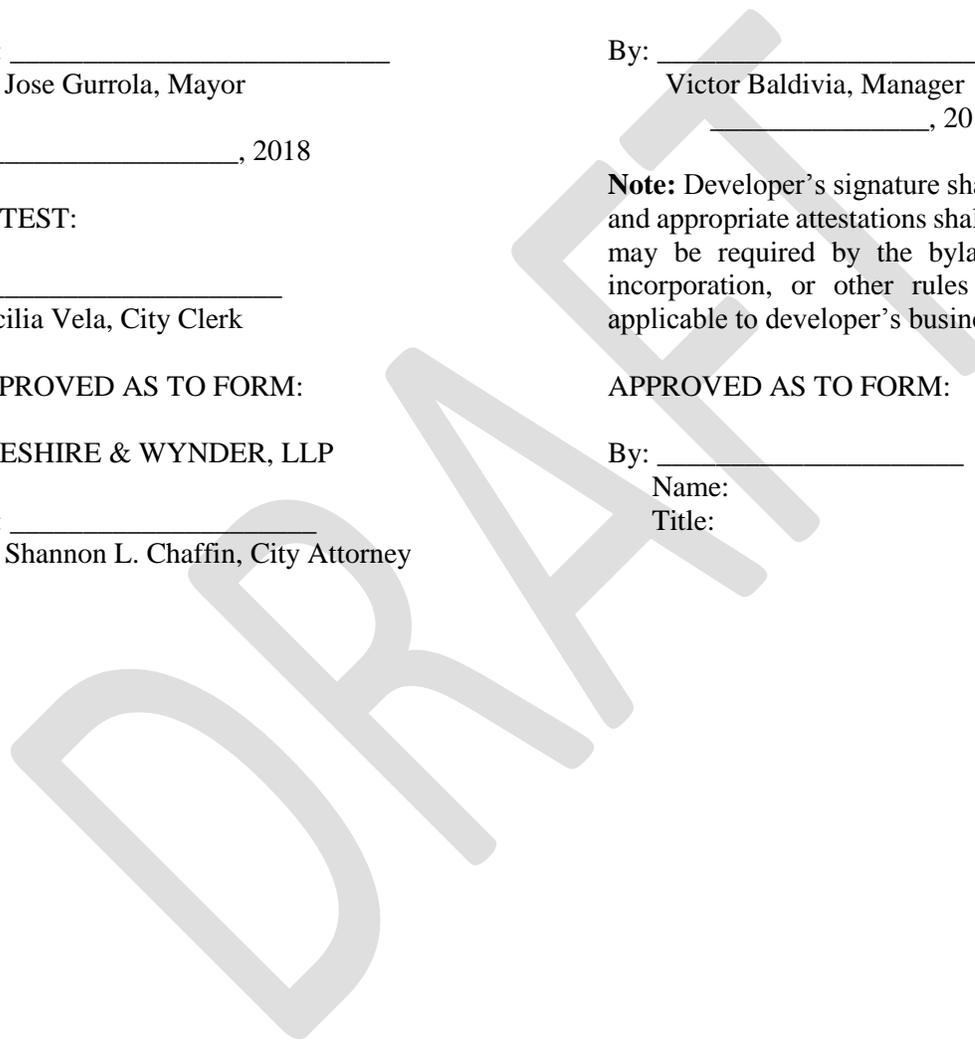
AUBURN OAK DEVELOPERS, LLC,
a California Limited Liability Company

By: _____
Victor Baldivia, Manager
_____, 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:



Attachment: Handouts of PC Meeting of Aug 14, 2018 (Public Hearing - Third Amend to Dev Agmt - Auburn Oaks Developers, LLC)

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 189-351-58 & 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.

DRAFT

Attachment: Handouts of PC Meeting of Aug 14, 2018 (Public Hearing - Third Amend to Dev Agmt - Auburn Oaks Developers, LLC)

Public Hearing Notice
City of Arvin Planning Commission

Date: July 31, 2018

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

Time: 6:00 PM

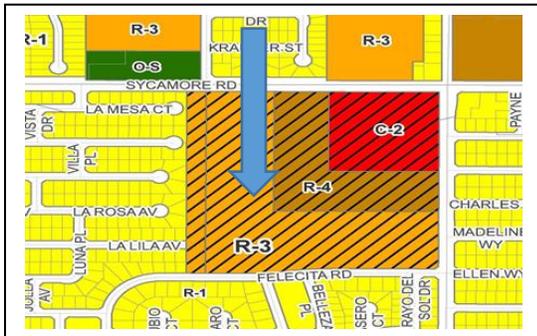
Notice is hereby given that the Planning Commission of the City of Arvin, California, will conduct a public hearing, at which time the public may be present and be heard, to consider the following recommendations to the City Council of the City of Arvin:

- Resolution recommending the City Council adopt an Uncodified Ordinance For Third Amendment By And Between Auburn Oaks Developers, LLC, 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
- Associated recommendation to adopt a CEQA determination per CEQA Guidelines Section 15061(B)(3) for the project.

Project Location/Diagram: The Third Amendment covers the property consisting of 140 lots in Tract 5816, Phase 11, also known as Assessor Parcel Numbers 189-351-58 and -67, generally located South of Sycamore Drive on the West Side of Meyer Street as depicted in the diagram below.

Applicant/Property Owner: Applicant Representative: Victor Baldivia, 2228 Brundage Lane, Bakersfield, CA 93304. Property Owner: Auburn Oaks Developers LLC, 2228 Brundage Lane, Bakersfield, CA 93304.

The purpose of the public hearing is to consider a recommendation to the City Council that it adopt the proposed uncodified ordinance, a Third Amendment to the Development Agreement (“Third Amendment”) between Auburn Oaks Developers LLC, a California Limited Liability Company, 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 and more specifically identified as Assessor Parcel Numbers 189-351-58 and -67 and zoned as R-3 MUO;



and the CEQA findings required thereof. Staff has performed an environmental assessment of this project and, pursuant to CEQA Guidelines, section 15061(b)(3) the adoption of the proposed uncodified ordinance is exempt from CEQA as 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.

01159.0005/488948.1

Public Hearing Notice – Auburn Oaks Developers LLC Tract 5816, Phase 11

Page 1 of 2

Attachment: Handouts of PC Meeting of Aug 14, 2018 (Public Hearing - Third Amend to Dev Agmt - Auburn Oaks Developers, LLC)

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.

Additional information on the proposed uncodified ordinance Third Amendment to the Development Agreement, including copies in hard copy or electronic format, may be obtained from the City of Arvin, City Hall, 200 Campus Drive, Arvin, California, 93203, or the City's web site at www.arvin.org. All persons interested in this topic who have questions, would like to provide feedback, or ask questions are invited to attend. Written comments may be submitted to the City Clerk's office until 4:00 p.m. on the hearing date. If you challenge the approval or denial of these matters 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 Clerk, at or prior to the public hearing (Government Code Section 65009). Address any communications or comments regarding the project to Cecilia Vela, City Clerk, at 200 Campus Drive, Arvin, CA 93203, (661) 854-3134, cvela@arvin.org.

/s/

Cecilia Vela, City Clerk

Published: July 17, 2018, Bakersfield Californian

Public Hearing Notice
City of Arvin City Council

Date: September 4, 2018
Place: City of Arvin Council Chambers, 200 Campus Drive, Arvin, CA 93203
Time: 6:00 PM

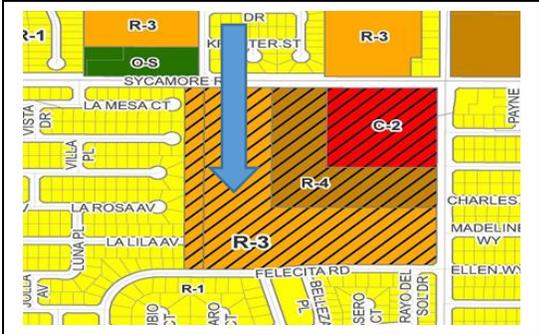
Notice is hereby given that the City Council of the City of Arvin, California, will conduct a public hearing, at which time the public may be present and be heard, to consider the following:

- An Uncodified Ordinance for the Third Amendment to Development Agreement (“Third Amendment”) between Auburn Oaks Developers LLC, a California Limited Liability Company, 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 and more specifically identified as Assessor Parcel Numbers 189-351-58 and -67; and
- The adoption of Notices of Exemption under the California Environmental Quality Act (CEQA) for the forgoing proposed Ordinances.
-

Project Location/Diagram: The Third Amendment covers the property identified as Assessor Parcel Numbers 189-350-58 and -67, located South of Sycamore Drive on the West Side of Meyer Street;

Applicant/Property Owner: Applicant Representative: Victor Baldivia, 2228 Brundage Lane, Bakersfield, CA 93304. Property Owner: Auburn Oaks Developers LLC, 2228 Brundage Lane, Bakersfield, CA 93304.

The purpose of the public hearing is to consider adoption of an uncodified ordinance, a Third Amendment to the Development Agreement (“Third Amendment”) between Auburn Oaks Developers LLC, a California Limited Liability Company, 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 and more specifically identified as Assessor Parcel Numbers 189-351-58 and -67 and zoned as R-3 MUO; and the CEQA findings required



thereof. Staff has performed an environmental assessment of this project and, pursuant to CEQA Guidelines, section 15061(b)(3) the adoption of the proposed uncodified ordinance is exempt from CEQA as 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

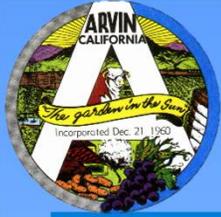
the previously approved project, and merely affirms the party’s status under the previously adopted Development Agreement as amended.

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

Additional information on the proposed uncodified ordinance Third Amendment to the Development Agreement, including copies in hard copy or electronic format, may be obtained from the City of Arvin, City Hall, 200 Campus Drive, Arvin, California, 93203, or the City's web site at www.arvin.org. All persons interested in this topic who have questions, would like to provide feedback, or ask questions are invited to attend. Written comments may be submitted to the City Clerk's office until 4:00 p.m. on the hearing date. If you challenge the approval or denial of these matters 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 Clerk, at or prior to the public hearing (Government Code Section 65009). Address any communications or comments regarding the project to Cecilia Vela, City Clerk, at 200 Campus Drive, Arvin, CA 93203, (661) 854-3134, cvela@arvin.org.

Cecilia Vela, City Clerk

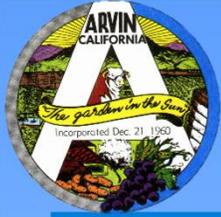
Published: August 24, 2018, Bakersfield Californian



GENERAL FUND – Fiscal 17/18 prelim final

Presentation is a quick review of preliminary Fiscal Year 2017/18 General Fund Revenue/Expense results

**Presented to the Arvin City Council by
Jeff Jones, Finance Director on September 4, 2018**



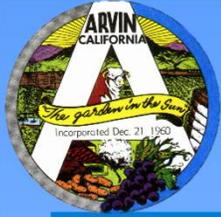
GENERAL FUND – Fiscal 17/18 prelim final

REVENUES : **\$ 6,387,519**

EXPENSES: **\$ 6,387,437**

NET INCOME: **\$ 82**

Revenue does NOT include \$1m Sanitation transfer revenue which is now recorded in Fiscal Year 16/17 per External Auditors



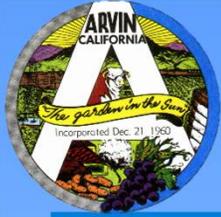
GENERAL FUND – Fiscal 17/18 prelim final

Revenue: Items Exceeding Budget

- Measure L – \$1,899k total which is \$633k above budget
- Vehicle License Fees – \$1,894k total which is \$292k above budget

Measure L winds up at 150% of budget

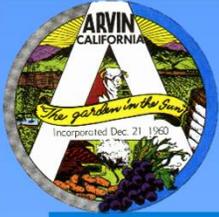
Vehicle License Fees at 118.2% of budget



GENERAL FUND – Fiscal 17/18 prelim final

Revenue: Items On Budget

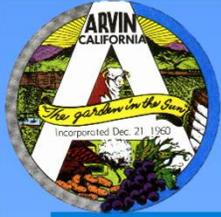
- General Sales Tax - \$ 729k (99.9%)
- Planning Dept - \$507k (103%)
- Franchise Fees - \$418k (108%)
- Facility Rentals - \$50k (98%)



GENERAL FUND – Fiscal 17/18 prelim final

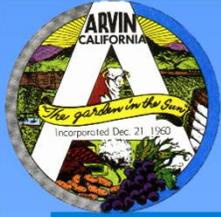
Revenue: Items Which **Missed Target.**

- Property Taxes - \$233k (56% of budget – which is \$ 183k below budget)
- Police Department - \$82k (47% of budget – which is \$91k below budget)
(the majority of the target miss is due shortage as a result of decreased School Resource Officer funding – budget \$100k, actual only \$24k)



GENERAL FUND – Fiscal 17/18 prelim final

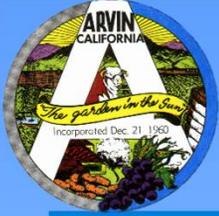
**Now, let's look at how the
City did regarding
expenses...**



GENERAL FUND – Fiscal 17/18 prelim final

Net \$285k UNDER budget

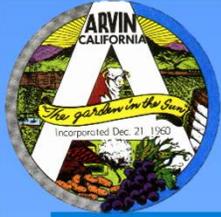
- **Budget \$6,673k**
- **Actual \$6,388k**
- **(95.7% use of budget)**



GENERAL FUND – Fiscal 17/18 prelim final

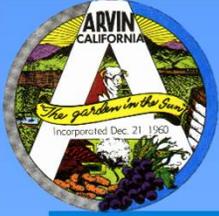
Line Items better than budget:

- **Salaries and Benefits: \$465k under budget. (89.3%) see next slide for more**
- **Maintenance: \$36k under budget (86.3%)**
- **I.T. Services: \$5k under budget (95.7%)**



GENERAL FUND – Fiscal 17/18 prelim final

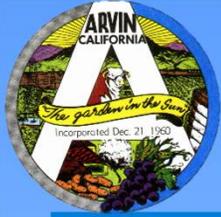
Salary and benefit savings are a ‘one-time’ item and should not be banked as occurring again in future years



GENERAL FUND – Fiscal 17/18 prelim final

For FY 17/18 salary savings were achieved by:

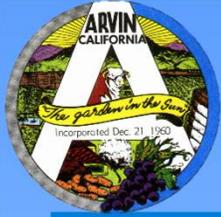
- **Laying off two management positions**
- **4 months of no City Manager**
- **PD not fully staffed to budget.**



GENERAL FUND – Fiscal 17/18 prelim final

Line Items worse than budget:

- **Professional Services/Contractors – \$165k over budget (138%)**
- **Legal - \$64k over (118%)**
- **General City Expenses - \$55k over (118%)**

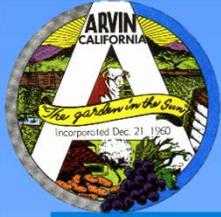


GENERAL FUND – Fiscal 17/18 prelim final

The big picture:

Even with the **good news** regarding Fiscal Year 17/18 numbers,

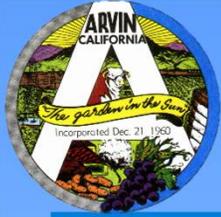
Unrestricted General Fund Balance will remain negative as of 6/30/18 to the amount of **about \$400k.**



GENERAL FUND – Fiscal 17/18 prelim final

In addition to eliminating the negative fund general fund balance, City Manager and staff are tasked by City Council to achieve a reserve of at least 25% which represents \$1,600,000 of one year's operating expenses.

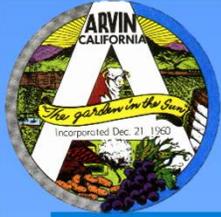
Best Practices suggest reserve at 100% of one year's operating expenses



GENERAL FUND – Fiscal 17/18 prelim final

This means City needs to create a budget surplus of about \$2 million over the next few years in order to achieve this 25% level.

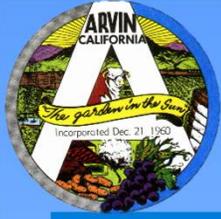
- This number does not include any future inflationary issues (eg. 4 percent inflation in CPI from July 17 – June 18)**



GENERAL FUND – Fiscal 17/18 prelim final

How can the City achieve this goal?

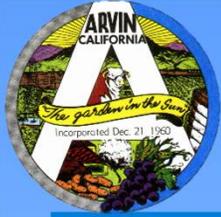
- **New Revenue Sources – Cannabis**
- **Voter Approval of User Utility Tax in November**
- **Economic Development/New Businesses**
- **Work with Unions on Reasonable new MOUs**



GENERAL FUND – Fiscal 17/18 prelim final

End of Presentation.

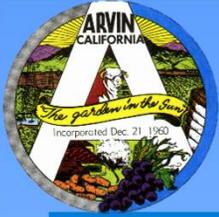
Questions??



GENERAL FUND – Fiscal 17/18 prelim final

Coming soon to a Power Point near you..

Fund Balance Cleanup!

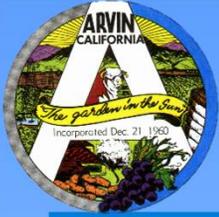


GENERAL FUND – Fiscal 17/18 prelim final

What does ‘Fund Balance Cleanup’ Mean?

Over the past 15 plus years the Financial System of the City continued to carry balances – both positive and negative in various “Funds”.

These amounts were relatively small in nature and did not trigger Audit action.

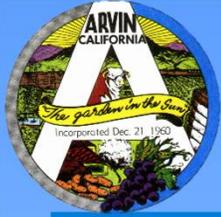


GENERAL FUND – Fiscal 17/18 prelim final

What does ‘Fund Balance Cleanup’ Mean?

- **Example – Fund # 224 – Campus RSTP**
- **Positive fund balance \$332,700**

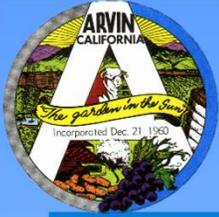
- **Quick review indicates that \$215,000 of this has been sitting idle since 2003...**



GENERAL FUND – Fiscal 17/18 prelim final

What does ‘Fund Balance Cleanup’ Mean?

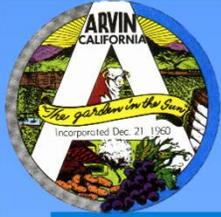
- **Example – Fund # 243 – Comanche Signal/Prop 1 B Grant**
- **Positive fund balance \$214,969**
- **Project completed in 2014, Fund Balance should be zero as of 6/30/18...**



GENERAL FUND – Fiscal 17/18 prelim final

What does ‘Fund Balance Cleanup’ Mean?

- **Example – Fund # 221 – Varsity**
- **Negative fund balance (\$66,040)**
- **Project completed in 2017, Fund Balance should be zero as of 6/30/18...**
- **This means (1) billing is due grantor OR (2) City Match \$ and should be General Fund expense item.**



GENERAL FUND – Fiscal 17/18 prelim final

What does ‘Fund Balance Cleanup’ Mean?

- In total about 12-15 Funds need to be analyzed.**
- Finance Director believes this project will be a net benefit to the General Fund when analyses are complete.**
- Timing – hopefully in time for FY 17/18 audit in November but no promises**

City of Arvin - General Fund Revenue Analysis

Fiscal Year 2017-18 as of 06/30/18. % of year = 100

Based on revised budget adopted 11/04/2017

Report updated 08/28/18. dollars in thousands (\$000)

Category	Budget	YTD	Budget %	
Administrative Cost Recovery	236	295	125.0%	
Franchise Fees	386	418	108.3%	
Grants	180	176	97.8%	
Planning Department Fees	492	507	103.0%	
Police Department Fees	173	82	47.4%	
Property Tax Fees	416	233	56.0%	
Rental of Facilities	51	50	98.0%	
Sales Tax - general	730	729	99.9%	
Sales Tax - Measure L	1,266	1,899	150.0%	
Vehicle License Fees/taxes	1,602	1,894	118.2%	
One-Time Revenue	100	105	105.0%	
Net revenue received	5,632	6,388	113.4%	756
Recovery of PY Sewer expense (a)	1,000	-	0.0%	
Total General Fund Revenue YTD	6,632	6,388	96.3%	

(a) on July 30, 2018 External auditors reclassified recovery of previous year's sewer expense recovery to Fiscal Year 16/17

City of Arvin - General Fund Expense Analysis
 Fiscal Year 2017-18 as of 06/30/18. % of year = 100

Revised on 8-28-18. Dollars in thousands (000)

Category	Budget	YTD	Budget %
Salaries and Benefits	4,361	3,896	89.3%
Kern County Contracts	531	531	100.0%
General City Expenses	307	362	117.9%
*Professional Service Contracts	430	595	138.4%
Maintenance	262	226	86.3%
Legal	358	422	117.9%
Information Technology	116	111	95.7%
Utilities	211	220	104.3%
Interest	15	-	0.0%
Grant expenses	37	-	0.0%
One-time expenses	45	25	55.6%
Total General Fund Expenses	6,673	6,388	95.7%

*Prof Serv Contracts: (\$595k year to date)

Finance:

Interim Finance Director	22
BHK - Bank reconciliations	24
Finance Director Recruit	15
Pun Group (Audit)	38

Finance total 99

Planning/Engineering:

JAS Pacific - Planning	286
QK - Engineering	26
DeWalt - Engineering	90

Planning/Engineering total 402

Police Department:

RIMS Annual Support	26
Investigation Services	10

Police total 36

Other (Housing Element etc.) 58

TOTAL CONTRACT SERVICES YTD 595

Attachment: JUNE Financial report update (June 2018 Financial Report updated)