



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

**TUESDAY OCTOBER 02, 2018 6:00p.m.  
CITY HALL COUNCIL CHAMBERS  
200 CAMPUS DRIVE, ARVIN**

**CALL TO ORDER** Mayor Jose Gurrola

**PLEDGE OF ALLEGIANCE**

**INVOCATION**

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<b>ROLL CALL</b>	Jose Gurrola	Mayor
	Jess Ortiz	Mayor Pro Tem
	Jazmin Robles	Councilmember
	Erika Madrigal	Councilmember
	Gabriela Martinez	Councilmember

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<b>STAFF</b>	Richard G. Breckinridge	City Manager/Interim 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.

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### **AMERICANS with DISABILITIES ACT:**

In compliance with the ADA, if you need special assistance to participate in a City meeting or other services offered by the City, please contact the City Clerk’s office, (661) 854-3134. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

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

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

Roll Call: 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 September 14, 2018 – September 27, 2018.

**B.** Approval of Payroll Register(s) of September 21, 2018.

**C.** Approval of the Minutes of the Regular Meeting(s) of September 18, 2018.

**D.** Approval of A Resolution of the City Council of the City of Arvin Re-affirming the Regulations Establishing the Procedures for Handling Requests for Inspection and/or Copying of Public Records.

**E.** Approval of A Resolution of the City Council of the City of Arvin Approving An Application for Authorization to Access State and Federal Level Summary Criminal History Information for Employment, Licensing or Certification Purposes.

**F.** Approval of A Resolution of the City Council of the City of Arvin Accepting the Work Completed by J.L. Plank Inc. dba Cen-Cal Construction and Filing the Notice of Completion for the Veolia Wastewater Treatment Plant Pavement Improvements Project.

**G.** Approval of A Resolution of the City Council of the City of Arvin Requesting and Authorizing an Application For, and the Initiation of, A Sphere of Influence Amendment and Approving A Professional Services Agreement with Provost and Pritchard Consulting Group.

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. (This item is continued to the regular Council meeting of December 4, 2018, starting at 6:00 p.m. The only action anticipated to be taken on this item at the Meeting of October 2, 2018, will be to continue the item as noted.)** Public Hearing to December 04, 2018 for General Plan Amendment 2013-01-Ariston Project by approving the change of Land Use Designation on 62+/- Acres from Light Industrial and Heavy Industrial to 21.32 acres as General Commercial, 27.17 Acres as Medium-Density Residential, and 13.16 Acres as High Density Residential; Resolution Recommending the City Council of the City of Arvin adopted An Uncodified Ordinance, Zone Change 2013-01 Ariston Project, Rezoning 62+/- Acres From Agricultural (A-1 and A-2) to General Commercial -Planned Development (C-2 PD) – 21.32 Acres; Two Family Dwelling Zone- Planned Development (R-2 PD) – 27.17 Acres; Limited Multiple Family Zone- Planned Development (R-3-PD) – 7.15 Acres; and Multiple Family Dwelling Zone – Planned Development (R-4-PD) - 6.01 Acres; and Adopt the associated Mitigated Negative Declaration for GPA 2013-01 and ZC 2013-01 for the Ariston Project; and Adopted the Mitigation Monitoring Program for GPA/ZC 2013-01 for the Ariston Project

Staff recommends that the City Council continue the matter to December 4, 2018.

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

Roll Call: CM Robles \_\_\_\_\_ CM Madrigal \_\_\_\_\_ CM Martinez \_\_\_\_\_ MPT Ortiz \_\_\_\_\_ Mayor Gurrola \_\_\_\_\_

**B. A Public Hearing to Consideration and Approve A Resolution Initiating General Plan Amendment from Low Density Residential to General Commercial and Zone Change from R-1 Single Family Dwelling to C-1 Limited Commercial Zone for 240 Langford Ave. (City Planner)**

Staff recommends approval of the Resolution and Council direction to staff for cost recovery for processing of and adoption.

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

Roll Call: CM Robles \_\_\_\_\_ CM Madrigal \_\_\_\_\_ CM Martinez \_\_\_\_\_ MPT Ortiz \_\_\_\_\_ Mayor Gurrola \_\_\_\_\_

**C. A Public Hearing to Consider and Approve 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) and Site Development Plan (SDP) 2018-240LA –Ismaili Market – Expansion of a Non-Conforming Use – Regarding Storage and Patio Use, and Denial of Expansion for a Take-Out Kitchen, Located within the R-1 Single Family Dwelling Zone at 240 Langford in Arvin, and adoption of a Finding Per CEQA Guidelines Section 15061(B) (3). (Item continued from Meeting of September 18, 2018: public comment/hearing portion of proceeding was closed at that meeting) (City Planner)**

Staff recommends approval of the Resolution.

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

Roll Call: CM Robles \_\_\_\_\_ CM Madrigal \_\_\_\_\_ CM Martinez \_\_\_\_\_ MPT Ortiz \_\_\_\_\_ Mayor Gurrola \_\_\_\_\_

**5. STAFF REPORTS**

A. Monthly Financial Report – July and August 2018 (Finance Director)

**6. COUNCIL MEMBER COMMENTS**

**7. CLOSED SESSION ITEM(S)**

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

**8. 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 September 27, 2018.



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Cecilia Vela, City Clerk

**Edit List of Invoices - Summary**

**3.A.a**

DEMAND LIST 09.13.18

Date: 09/13/2018

Time: 1:18 pm

Page: 1

City of Arvin

Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
47758	ACC BUSINESS	182245641	09/13/2018		08/27/2018	INTERNET ACCESS A#1205939	1,020.92
						Vendor Total:	<u>1,020.92</u>
47759	ALESHIRE & WYNDER, LLP		09/13/2018		09/13/2018	LEGAL SVC. 07.01.18-08.31.18	43,400.00
						Vendor Total:	<u>43,400.00</u>
47760	ALLSTATE		09/13/2018		09/13/2018	POST TAX AUG.2018	245.58
						Vendor Total:	<u>245.58</u>
47756	OLAN R. ARMSTRONG		09/13/2018		09/13/2018	ANNUAL RIMSCON 2018	410.00
						Vendor Total:	<u>410.00</u>
47761	BLACKBURN OIL COMPANY LLC		09/13/2018		09/13/2018	FUEL USAGE REPORT AUG 2018	8,995.58
						Vendor Total:	<u>8,995.58</u>
47762	GENERAL OFFICE		09/13/2018		09/01/2018	METER READING POLICE DEPT. 8	658.77
						Vendor Total:	<u>658.77</u>
47763	GOLDEN EMPIRE TOWING INC		09/13/2018		08/30/2018	TOWING SVC. AP18-1321	185.00
47764	GOLDEN EMPIRE TOWING INC		09/13/2018		08/21/2018	TOWING SVC. FLEET 279	50.00
						Vendor Total:	<u>235.00</u>
47765	GRAINGER		09/13/2018		08/24/2018	PD BASEMENT REPAIR	332.25
						Vendor Total:	<u>332.25</u>
47766	JIM BURKE FORD		09/13/2018		09/07/2018	MAINTENANCE FLEET#281	47.82
						Vendor Total:	<u>47.82</u>
47767	KAISER PERMANENTE		09/13/2018		09/13/2018	MEDICAL INSURANCE SVC. 10/20	22,176.61
						Vendor Total:	<u>22,176.61</u>
47768	FERNANDO LOPEZ		09/13/2018		09/13/2018	INTERPRETER SVC. NOV. 2018	320.00
						Vendor Total:	<u>320.00</u>
47769	OVERLAND, PACIFIC, &		09/13/2018		04/13/2018	BEAR MTN/DERBY SIGNAL 5370-C	7,870.52
47770	OVERLAND, PACIFIC, &		09/13/2018		06/06/2018	BEAR MTN/DERBY SIGNAL 5370-C	160.29
						Vendor Total:	<u>8,030.81</u>
47771	PROVOST & PRITCHARD		09/13/2018		08/27/2018	SYCAMORE RD. FLOOD REDUCTI	4,011.40
						Vendor Total:	<u>4,011.40</u>
47772	SC COMMUNICATIONS, INC		09/13/2018		07/23/2018	MAINTENANCE FLEET#264	805.00
						Vendor Total:	<u>805.00</u>

Attachment: Demand Register Sept. 14, 2018 - Sept. 27, 2018 (Demand Register Sept. 14, 2018 - Sept. 27, 2018)

**Edit List of Invoices - Summary**

DEMAND LIST 09.13.18

**3.A.a**

Date: 09/13/2018

Time: 1:18 pm

Page: 2

City of Arvin

Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
47775	VERIZON WIRELESS	609123961-1 9813495911	09/13/2018		09/13/2018	CELL PHONES SVC. 7.26-8.25.18	470.19
						Vendor Total:	470.19
47774	VERIZON WIRELESS	609123961-3 9813495912	09/13/2018		08/25/2018	AIR CARDS SVC. 7.26.18-8.25.18	646.17
						Vendor Total:	646.17
47773	VERIZON WIRELESS	A#642023305-1 9813654421	09/13/2018		09/13/2018	A#642023305-0001 SVC 7.29-8.28	120.18
						Vendor Total:	120.18
47776	WELLS FARGO LEASE PMTS	5005178277	09/13/2018		08/29/2018	SVC. 8.24.18-9.23.18 COPIER	121.16
47777	WELLS FARGO LEASE PMTS	5005157203	09/13/2018		08/23/2018	SVC 8.18-9.17.18 COPIER LEASE	183.86
						Vendor Total:	305.02
Grand Total:							92,231.30
Less Credit Memos:							0.00
Net Total:							92,231.30
Less Hand Check Total:							0.00
Outstanding Invoice Total:							92,231.30

Total Invoices: 21

Attachment: Demand Register Sept. 14, 2018 - Sept. 27, 2018 (Demand Register Sept. 14, 2018 - Sept. 27, 2018)

**Edit List of Invoices - Summary**

DEMAND LIST 09.18.18

**3.A.a**

Date: 09/18/2018

Time: 5:30 pm

Page: 1

City of Arvin

Ref. No.	Vendor Name	Invoice No.	Posting Date	PONumber	Invoice Date	Invoice Description	Invoice Amount
47778	ADOBE PLAZA REFUND		09/18/2018		09/18/2018	ADOBE DEPOSIT REIMBURSEMEI	
		REIMBURSEMENT RECEIPT #31422					450.00
						Vendor Total:	450.00

Total Invoices: 1

Grand Total:	450.00
Less Credit Memos:	0.00
Net Total:	450.00
Less Hand Check Total:	0.00
Outstanding Invoice Total:	450.00

Attachment: Demand Register Sept. 14, 2018 - Sept. 27, 2018 (Demand Register Sept. 14, 2018 - Sept. 27, 2018)

**Edit List of Invoices - Summary**

**3.A.a**

DEMAND LIST 09.21.18

Date: 09/21/2018

Time: 1:47 pm

Page: 1

City of Arvin

Ref. No.	Vendor Name	Invoice No.	Posting Date	PONumber	Invoice Date	Invoice Description	Invoice Amour
47780	ACTION GLASS	0001670	09/21/2018		09/21/2018	KEYS FOR CITY HALL	5.3
						Vendor Total:	5.3
47781	AIRGAS WEST	9956103269	09/21/2018		08/31/2018	RENT CYL IND. ACETYLENE/OXYC	69.7
						Vendor Total:	69.7
47785	ARVIN POLICE OFFICERS		09/21/2018		09/21/2018	UNION DUES 9.7.18-9.21.18	480.0
						Vendor Total:	480.0
47782	AT&T MOBILITY	287251442687X08282018	09/21/2018		09/21/2018	WIRELESS SVC. M&I DEPT.	138.0
						Vendor Total:	138.0
47783	BLUE SHIELD OF CALIFORNIA	182560031996	09/21/2018		09/13/2018	MEDICAL INSURANCE OCT. 2018	14,094.7
						Vendor Total:	14,094.7
47788	C & T AUTOMOTIVE, INC	900025048	09/21/2018		08/23/2018	MAINTENANCE FLEET#271	114.1
47789	C & T AUTOMOTIVE, INC	900025153	09/21/2018		09/21/2012	MAINTENANCE FLEET#266	95.2
						Vendor Total:	209.3
47786	CENTRAL CALIF. ASSOC. PUBLIC		09/21/2018		09/21/2018	COA UNION DUES 9.21.18	654.0
						Vendor Total:	654.0
47790	CLEAN CUT LANDSCAPE MANAGEMENT	1534	09/21/2018		09/21/2018	LANDSCAPE SVC. 8/18 LLMD#2	610.0
47791	CLEAN CUT LANDSCAPE MANAGEMENT	1533	09/21/2018		08/31/2018	LANDSCAPE SVC. 8/18 LLMD#1	2,620.0
						Vendor Total:	3,230.0
47792	COMMUNICATION ENTERPRISES	1096032	09/21/2018		09/21/2018	LTR 450 DISPATCH 9/18 M&I DEPT	165.0
						Vendor Total:	165.0
47787	COPOWER	774294	09/21/2018		09/10/2018	CHIRO SVC. OCT. 2018	155.0
						Vendor Total:	155.0
47794	DEPARTMENT OF JUSTICE	322516	09/21/2018		09/21/2018	FINGERPRINTING SVC. AUG. 2018	922.0
						Vendor Total:	922.0
47795	DEWALT CORPORTATION	1086415	09/21/2018		09/21/2018	SYCAMORE PROJECT 1713	26,241.6
						Vendor Total:	26,241.6
47793	ALMA FERNANDEZ		09/21/2018		09/21/2018	FUEL USAGE-TRAINING 9.11.18	20.0
						Vendor Total:	20.0
47784	GARY V. BUFKIN	18-0820	09/21/2018		08/20/2018	COMM.DEV. DEPT. PERMIT UPGR	500.0
						Vendor Total:	500.0

Attachment: Demand Register Sept. 14, 2018 - Sept. 27, 2018 (Demand Register Sept. 14, 2018 - Sept. 27, 2018)

**Edit List of Invoices - Summary**

**3.A.a**

DEMAND LIST 09.21.18

Date: 09/21/2018

Time: 1:47 pm

Page: 2

City of Arvin

Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
47796	GRAINGER	9886521591	09/21/2018		08/24/2018	RESTROOM REPAIR-TRANSIT	185.2
						Vendor Total:	185.2
47797	JIM BURKE FORD	169870	09/21/2018		09/13/2018	MAINTENANCE FLEET#280	750.7
						Vendor Total:	750.7
47798	JT2 INC DBA TODD COMPANIES	6	09/21/2018		09/21/2018	SYCAMORE DRAINAGE PROJECT	374,512.1
						Vendor Total:	374,512.1
47799	MADRIGAL, ERIKA		09/21/2018		09/21/2018	LEAGUE OF CA. CITIES CONFERE	375.6
			ANNUAL CONF. 9.11.18-9.14.18			Vendor Total:	375.6
47800	MUNISERVICES, LLC	INV06-002811	09/21/2018		05/24/2018	STARS 4TH QTR. 2017 REPORTS	500.0
						Vendor Total:	500.0
47801	OASIS AIR CONDITIONING	S401907	09/21/2018		08/17/2018	AC UNIT REPAIR-ADOBE	568.8
						Vendor Total:	568.8
47779	PG & E		09/21/2018		09/21/2018	SVC. 08.13.18-09.11.18	16,533.2
			ELECTRIC SVC. 08.13.18-09.11.1			Vendor Total:	16,533.2
47802	SPECTRUM BUSINESS	069794801082418	09/21/2018		09/21/2018	SVC 08.29.18-9.28.18	104.3
						Vendor Total:	104.3
47803	SUPPLYWORKS	451863542	09/21/2018		08/21/2018	CLEANING SUPPLIES-COA	93.5
						Vendor Total:	93.5
47804	TEL-TEC SECURITY SYSTEMS	634774	09/21/2018		09/01/2018	FIRE MONITORING SVC. SEP. 18	55.0
						Vendor Total:	55.0
47805	VANTAGE POINT TRANSFER AGENTS		09/21/2018		09/21/2018	457K LOAN/CONTRIBUTION 9.21.18	257.9
			457K LOAN/CONTRIBUTION 9.21.18			Vendor Total:	257.9
Grand Total:							440,821.7
Less Credit Memos:							0.0
Net Total:							440,821.7
Less Hand Check Total:							0.0
Outstanding Invoice Total:							440,821.7
<hr/>							
Total Invoices: 27							

Attachment: Demand Register Sept. 14, 2018 - Sept. 27, 2018 (Demand Register Sept. 14, 2018 - Sept. 27, 2018)

**Edit List of Invoices - Summary**

DEMAND LIST 09.27.18

**3.A.a**

Date: 09/27/2018

Time: 10:50 am

Page: 1

City of Arvin

Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
47806	BSK ASSOCIATES		09/27/2018		09/27/2018	PROF. SVC. MAY 2018-SANI.DEPT	
		0084521					1,078.20
47807	BSK ASSOCIATES		09/27/2018		09/27/2018	PROF. SVC. JUNE 2018-SANI.DEP	
		0084828					85.50
47808	BSK ASSOCIATES		09/27/2018		09/27/2018	PROF. SVC. JULY 2018-SANI.DEP1	
		0085492					7,656.97
						Vendor Total:	8,820.67
47809	COMPLETE HARDWARE STORE & MORE		09/27/2018		09/11/2018	SIDEWALK PROJECT - DIGIORGIC	
		210752					4.31
47810	COMPLETE HARDWARE STORE & MORE		09/27/2018		09/10/2018	SIDEWALK PROJECT - DIGIORGIC	
		210645					11.21
47811	COMPLETE HARDWARE STORE & MORE		09/27/2018		09/11/2018	SIDEWALK PROJECT - DIGIORGIC	
		210728					4.86
47812	COMPLETE HARDWARE STORE & MORE		09/27/2018		09/19/2018	SUPPLIES-STOP SIGN	
		211707					11.53
47813	COMPLETE HARDWARE STORE & MORE		09/27/2018		09/21/2018	SHOP SUPPLIES-M&I	
		211905					6.19
47814	COMPLETE HARDWARE STORE & MORE		09/27/2018		09/21/2018	SUPPLIES- VET'S HALL	
		211886					2.15
47815	COMPLETE HARDWARE STORE & MORE		09/27/2018		09/21/2018	SUPPLIES-VET'S HALL	
		211957					12.62
47816	COMPLETE HARDWARE STORE & MORE		09/27/2018		09/20/2018	SUPPLIES-COMMUNITY CENTER	
		211776					27.02
47817	COMPLETE HARDWARE STORE & MORE		09/27/2018		09/18/2018	SUPPLIES-GITS PARK	
		211554					50.20
47818	COMPLETE HARDWARE STORE & MORE		09/27/2018		09/24/2018	MAINTENANCE FLEET#317	
		212294					37.88
47819	COMPLETE HARDWARE STORE & MORE		09/27/2018		09/25/2018	SUPPLIES-GITS PARK	
		212444					20.38
						Vendor Total:	188.35
47820	CONTRACTOR COMPLIANCE AND		09/27/2018		09/18/2018	SYCAMORE DRAINAGE PROJECT	
		10446					300.00
						Vendor Total:	300.00
47821	DEPARTMENT OF JUSTICE		09/27/2018		09/06/2018	FINGERPRINT SVC. AUG. 2018	
		325543					79.00
						Vendor Total:	79.00
47822	GUARDIAN		09/27/2018		09/27/2018	BUNDLE INSURANCE OCT. 2018	
		GROUP ID 00 473727 9.20.18					6,918.16
						Vendor Total:	6,918.16
47823	JAS PACIFIC		09/27/2018		09/27/2018	PLAN CHECK SVCS. AUG. 2018	
		PC5163					2,321.25
47824	JAS PACIFIC		09/27/2018		09/27/2018	INSPECTOR SVC. AUG. 2018	
		BI13024					3,600.00
47825	JAS PACIFIC		09/27/2018		09/27/2018	PLANNER SVC. AUG. 2018	
		BI13037					21,522.58
						Vendor Total:	27,443.83
47826	JOBS AVAILABLE		09/27/2018		09/18/2018	AD. CITY PLANNER 9.18.18	
		1820003					312.00
						Vendor Total:	312.00
47827	JTS TRUCKING REPAIR		09/27/2018		09/19/2018	MAINTENANCE FLEET-SUPPLIES	
		224288					94.40
47828	JTS TRUCKING REPAIR		09/27/2018		09/18/2018	MAINTENANCE FLEET#100	
		224215					90.00
47829	JTS TRUCKING REPAIR		09/27/2018		09/11/2018	MAINTENANCE FLEET#110	
		223855					141.72
47830	JTS TRUCKING REPAIR		09/27/2018		09/11/2018	MAINTENANCE FLEET#203	
		223857					460.73

Attachment: Demand Register Sept. 14, 2018 - Sept. 27, 2018 (Demand Register Sept. 14, 2018 - Sept. 27, 2018)

**Edit List of Invoices - Summary**

DEMAND LIST 09.27.18

**3.A.a**

Date: 09/27/2018

Time: 10:50 am

Page: 2

City of Arvin

Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
47831	JTS TRUCKING REPAIR		09/27/2018		09/11/2018	MAINTENANCE FLEET#207	
		223854					141.72
47832	JTS TRUCKING REPAIR		09/27/2018		09/11/2018	MAINTENANCE FLEET#205	
		223856					460.73
						Vendor Total:	1,389.30
47833	KERN COUNCIL OF GOVERNMENTS		09/27/2018		09/27/2018	KCAC MEETING 10.29.18	
						KCAC MEETING 10.29.18	45.00
						Vendor Total:	45.00
47834	KERN PLUMBING & BACKFLOW		09/27/2018		09/08/2018	PLUMBING SVC. ADOBE	
		7739					90.00
						Vendor Total:	90.00
47835	LEAGUE OF CA CITIES SSJVD		09/27/2018		09/27/2018	SSJVD MEETING 10.4.18	
						SSJVD 10.4.18	50.00
						Vendor Total:	50.00
47836	FERNANDO LOPEZ		09/27/2018		09/27/2018	INTERPRTER SVC. 9.26.18	
						INTERPRETERS SVC. 9.26.18	160.00
						Vendor Total:	160.00
47837	PG & E		09/27/2018		09/27/2018	SVC. 8.22.18-9.20.18	
						A#7368140966-7 9.21.18	57.45
						Vendor Total:	57.45
47838	SO. CAL. GAS CO.		09/27/2018		09/27/2018	NATURAL GAS VEHICLE SVC 8/18	
						A#085-832-2970 6 9.6.18	13.00
						Vendor Total:	13.00
47839	TRINITY SAFETY COMPANY-TSC		09/27/2018		09/27/2018	SUPPLIES-COMM.DEV.DEPT.	
		93612					33.46
						Vendor Total:	33.46
47840	WELLS FARGO BANK BOND PMTS		09/27/2018		09/27/2018	ADMIN CHARGES RDA 2005 & 20C	
		1604643					4,000.00
						Vendor Total:	4,000.00

Grand Total:	49,900.22
Less Credit Memos:	0.00
Net Total:	49,900.22
Less Hand Check Total:	0.00
Outstanding Invoice Total:	49,900.22

Total Invoices: 35

Attachment: Demand Register Sept. 14, 2018 - Sept. 27, 2018 (Demand Register Sept. 14, 2018 - Sept. 27, 2018)

Emp. Code Desc.: CITY OF ARVIN  
 From 09/21/2018 to 09/21/2018  
 City of Arvin

09/21/2018 PAYROLL

Date: 9/27/2018  
 Time: 8:32:32

Employee Name	Employee ID	15X ADMLV	1X ALLOW	1XFTO BERV	25X BNFT1	2X COMP	3X CTO	ADJ CTYWK	ADLCO DEGRE	Other Total
		DIFFL	FH	FTO	HLPER	HOL	HP1X	INSUR	JURY	
		LONG	MILIT	MISC	PBD	PBD3	PBDCO	PERE	PERS	
		PHALW	POST	PTO	REG	RETOT	RETRO	SCKCO	SEVR	
		SHOEA	SICK	SRO	STDBY	TRAIN	TUPGR	UACL	UAPEP	
		UNADV	URCL	URPEP	VAC	VACCO	VACTO	WRKCO	STLMT	
		ADPAY	SSWEP							
<b>Grand Total:</b>	<b>Employee Count: 49</b>	0.00	20,411.87	0.00	0.00	966.90	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	715.45	0.00	792.39	0.00	230.79	121,114.13
		172.20	466.47	121.15	0.00	0.00	0.00	1,494.16	766.08	
		2,199.20	1,252.80	0.00	858.21	0.00	0.00	0.00	0.00	
		225.00	732.39	0.00	83,735.01	2.04	496.40	0.00	0.00	
		0.00	2,148.82	0.00	0.00	0.00	18.04	0.00	0.00	
		90.78	0.00	0.00	1,566.96	237.66	0.00	0.00	0.00	
		477.04	936.32							

**COST REPORT**

09/21/2018 PAYROLL

Emp. Code Desc.: CITY OF ARVIN  
 From 09/21/2018 to 09/21/2018  
 City of Arvin

Date: 9/27/2018  
 Time: 8:32:57

Employee Name	Employee ID	FUTA PER3E PERS3 SUTA	MC PER6E PERS5	MC1 PER9E PERS6	PER1E PERCP PERS8	PER2D PERS PERS9	PER2E PERS1 SS	PER2M PERS2 SS1	Other Total	
<b>Grand Total:</b>	<b>Employee Count: 49</b>	0.00	0.00	1,497.19	397.44	0.00	631.22	0.00	810.50	0.00
		1,244.56	119.59	0.00	0.00	599.28	0.00	0.00	2,201.66	21,302.94
		2,331.75	0.00	0.00	1,816.41	1,306.03	0.00	6,394.56	1,952.75	
		0.00								

**REGULAR MEETING MINUTES**

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

**September 18, 2018**

**CALL TO ORDER @ 6:03PM**

**PLEDGE OF ALLEGIANCE**

**INVOCATION**

**ROLL CALL: CM Robles and CM Martinez absent; All others present.**

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

**Motion to approve the Agenda.**

Motion Mayor Gurrola      Second MPT Ortiz      Vote 3-0

**2. PUBLIC COMMENTS**

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

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

**A.** Approval of Demand Register(s) of August 31, 2018 – September 13, 2018.

**B.** Approval of Payroll Register(s) of September 07, 2018.

**C.** Approval of the Minutes of the Regular Meeting(s) of September 04, 2018.

**D.** Approval of A Resolution of the City Council of the City of Arvin Authorizing the Interim City Manager to Apply for Mills-Alquist-Deddeh (TDA) Act Funds.

**Resolution No. 2018-61**

**E.** Approval of A Resolution of the City Council of the City of Arvin Authorizing the Interim City Manager to Apply for Non-Transit Funding from the Mills-Alquist-Deddeh (TDA) Act Funds.

**Resolution No. 2018-62**

**F.** Approval of A Resolution of the City Council of the City of Arvin Approving the Sale of Vehicles Declared as Surplus.

**Resolution No. 2018-63**

Staff recommends approval of the Consent Agenda.

**Motion to approve Consent Agenda Items 3A – 3F.**

Motion Mayor Gurrola      Second MPT Ortiz      Vote 3-0

**4. PUBLIC HEARING(S)**

- A.** A Public Hearing to Consider An Appeal of the Arvin Planning Commission Conditional Use Permit and Site Development Plan (SDP) 2018-240LA – 240 Langford Avenue – Ismaili Market – Expansion of a Non-Conforming Use – Regarding Storage and Patio Use, and Denial of Expansion for a Take-Out Kitchen, Located within the R-1 Single Family Dwelling Zone at 240 Langford in Arvin, and adopt the Notice of Exemption Per CEQA Guidelines Section 15061(B) (3) (City Planner)

Staff recommends the City Council affirm the Planning Commission decision of April 19, 2018 conditionally approving Conditional Use Permit and Site Development Plan (SDP) 2018-240LA – Ismaili Market – Expansion of a Non-Conforming Use – Regarding Storage and Patio Use, and Denial of Expansion for a Take Out Kitchen, Located within the R-1 Single Family Dwelling Zone at 240 Langford in Arvin, and adopt the Notice of Exemption Per CEQA Guidelines Section 15061(B) (3) and direct staff to present a City Council Resolution at the next regular meeting date.

**Hearing opened.**

**Public Testimony: 2 members of the public including the applicant spoke in favor of the project and approval for expansion for a Take-Out Kitchen.**

**Hearing closed.**

**Motion to direct staff to prepare a Resolution to initiate a plan amendment and rezone for the property to be considered at the next meeting, and to direct staff to return with a Resolution denying the appeal and upholding the decision of the Planning Commission for the Council to consider at next Regular City Council Meeting of October 02, 2018.**

Motion Mayor Gurrola	Second CM Madrigal	Vote 3-0
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- B.** A Public Hearing to Consider Adoption 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 adopting the Ordinance to be read by title only, open the hearing, allow for public testimony, close the hearing, waive second reading of the Ordinance, and approve the adoption of the Ordinance.

**Hearing opened.**

**No public testimony.**

**Hearing closed.**

**Motion to waive second reading of the Ordinance, and approve the adoption of the Ordinance.**

Motion Mayor Gurrola	Second MPT Ortiz	Vote 3-0
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**Ordinance No. 452  
Agreement No. 2018-24**

**5. ACTION ITEM(S)**

- A. Consideration and Approval of A Resolution Approving the Employment Agreement with Richard G. Breckinridge for the City Manager Position with the City of Arvin. (HR Administrator)

Staff recommends approval of the Resolution and Employment Agreement between City of Arvin and Richard G. Breckinridge with an effective date of September 18, 2018 and Authorize the Mayor to execute the Agreement on behalf of the City.

**Motion to approve the Resolution and Employment Agreement between City of Arvin and Richard G. Breckinridge with an effective date of September 18, 2018 and Authorize the Mayor to execute the Agreement on behalf of the City.**

Motion Mayor Gurrola      Second CM Ortiz      Vote 3-0

**Resolution No. 2018-64**

**Agreement No. 2018-25**

**6. STAFF REPORTS**

**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. 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:**

No reportable action.

**9. ADJOURNED @ 7:15PM**

Respectfully Submitted,

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

## RESOLUTION

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN, CALIFORNIA, RE-AFFIRMING THE REGULATIONS ESTABLISHING THE PROCEDURES FOR HANDLING REQUESTS FOR INSPECTION AND/OR COPYING OF PUBLIC RECORDS.**

**WHEREAS**, the City of Arvin (the “City”) is subject to the California Public Records Act, as set forth in the California Government Code sections 6250 - 6276.48; and

**WHEREAS**, the Public Records Act was enacted nearly fifty (50) years ago; and

**WHEREAS**, it has been more than a decade since the City established and re-affirmed its regulations stating the procedures for handling requests for inspection and/or copying of public records; and

**WHEREAS**, the City has adopted these procedures to ensure members of the public have access to public records concerning the conduct of the City’s business; and

**WHEREAS**, it is the policy of the City that public records will be disclosed upon request, unless state or federal law provides an exemption from disclosure; and

**WHEREAS**, this resolution re-affirms the City’s established procedures for handling requests for inspection and/or copying of public records; and

**WHEREAS**, the Public Records Act allows the City to adopt regulations stating the procedures to be followed when making its records available for inspection and/or copying; and

**WHEREAS**, the City’s procedures were and are established in accordance with Government Code section 6253.4, subdivision (a), which states: “[e]very agency may adopt regulations stating the procedures to be followed when making its records available in accordance with this section.”; and

**WHEREAS**, the City’s procedures were and are designed to be in compliance with the Public Records Act and all existing laws pertaining to the disclosure of public records; and

**WHEREAS**, if any provision of the procedures conflict with state or federal law, the law shall take precedence; and

**WHEREAS**, in accordance with Government Code section 6253.4, subdivision (a), the City desires to re-affirm its regulations establishing the procedures to be followed when making City records available for inspection and/or copying.

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

**SECTION 1.** The recitals set forth above are incorporated herein as findings by the City Council.

**SECTION 2.** The City Council of the City of Arvin hereby approves and re-affirms the following regulations establishing the procedures for handling Public Records Act requests for inspection and/or copying of City records:

- a. The City Clerk of the City of Arvin is hereby designated the Custodian of Records for all City records.
- b. Given the complex legal requirements and exemptions contained within the California Public Records Act and state and federal law, all Public Records Act requests shall be submitted to the City Clerk for processing, whether the request is verbal or in writing.
- c. The City Clerk shall provide copies of the Public Records Act request(s) to the relevant City department(s) which may maintain records responsive to the request(s).
- d. The City department(s) shall provide all responsive City records to the City Clerk for processing. City departments may create internal policies and/or procedures for their handling of Public Records Act requests; however, these policies and/or procedures shall neither supersede nor conflict with the regulations stating the procedures for handling Public Records Act requests as established by the City. Any policy and/or procedure created by a City department which conflicts with the regulations stating the procedures for handling Public Records Act requests as established by the City shall be disregarded.
- e. The City Clerk and/or City Attorney's Office shall determine what, if any, exemptions from disclosure may apply to the responsive City records or portions thereof.
- f. All potentially confidential City records, including but not limited to employment records, law enforcement records, financial records, and medical records, shall be provided to the City Attorney's Office for processing. The City Attorney's Office shall determine what, if any, exemptions from disclosure may apply to the responsive confidential City records. The City Attorney's Office shall withhold any City record which is exempt from disclosure or redact any portion of a City record which is exempt from disclosure.

- g. The City Clerk and/or City Attorney's Office shall respond to the Public Records Act requestor regarding extensions, inspections, clarifications, invoices, payments and/or production of responsive City records.
- h. Given the City's limited staffing and resources, the City Clerk shall schedule a mutually agreeable date and time for all Public Records Act requests which seek to inspect City Records. The mutually agreeable date and time for inspection shall allow for the City Clerk and/or City Attorney's Office to determine what, if any, exemptions from disclosure may apply to the City records. Inspection of City records shall only be conducted during the normal business hours of the City.

**SECTION 3.** The City may charge the following copying fees for all Public Records Act requests:

- a. Copy price per page for standard letter size: \$0.15
- b. Copy price per page for legal size: \$0.15
- c. Copy charges for oversized records: actual cost for third-party duplication.
- d. Price for City records in electronic format shall be calculated in accordance with Government Code section 6253.9, as it may be amended from time to time.
- e. Copy charge for duplication of a CD or DVD: \$5.00 per CD or DVD
- f. Flash drives for electronic documents: actual cost.
- g. Payment is required prior to delivery of any requested City records.

**SECTION 4.** The City Council of the City of Arvin authorizes the City Manager, or his/her designee, to implement these regulations stating the procedures for handling Public Records Act request for inspection and/or copying of City records and to amend the procedures from time to time in compliance with any changes in state and federal law or regulations which may affect disclosure of City records.

**SECTION 5.** Effective Date. This Resolution shall become effective immediately upon its 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 2nd day of October, 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.



**CITY OF ARVIN**  
**Staff Report**

Meeting Date: October 2, 2018

**TO:** City Council

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

**SUBJECT:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN, CALIFORNIA, APPROVING AN APPLICATION FOR AUTHORIZATION TO ACCESS STATE AND FEDERAL LEVEL SUMMARY CRIMINAL HISTORY INFORMATION FOR EMPLOYMENT, LICENSING OR CERTIFICATION PURPOSES

**RECOMMENDATION:**

Staff recommends the City Council Adopt Resolution Approving an Application for Authorization to Access State and Federal Level Summary Criminal History Information for Employment, Licensing or Certification Purposes.

**BACKGROUND:**

The City Council adopted Ordinance No. 447 Implementing Chapter 17.64 Commercial Cannabis Activity on June 19, 2018. Chapter 17.64 Commercial Cannabis Activities requires an individual to successfully complete a criminal history background check in order to receive a City issued commercial cannabis business permit or commercial cannabis employment permits. The attached resolution, provides authority for the city to access summary criminal history information for employment, licensing, or certification purposes.

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

A Resolution of the City Council of the City of Arvin, California, Approving an Application for Authorization to Access State and Federal Level Summary Criminal History Information for Employment, Licensing or Certification Purposes.

## RESOLUTION

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN, CALIFORNIA, APPROVING AN APPLICATION FOR AUTHORIZATION TO ACCESS STATE AND FEDERAL LEVEL SUMMARY CRIMINAL HISTORY INFORMATION FOR EMPLOYMENT, LICENSING OR CERTIFICATION PURPOSES**

**WHEREAS**, Penal Code sections 11105(b)(11) and 13300(b)(11) authorize cities, counties, districts, and joint powers authorities to access state and local summary criminal history information for employment, licensing, or certification purposes; and

**WHEREAS**, Penal Code section 11105(b)(11) authorizes cities, counties, districts, and joint powers authorities to access federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation; and

**WHEREAS**, Penal Code sections 11105(b)(11) and 13300(b)(11) require that there be a requirement or exclusion from employment, licensing, or certification based on specific criminal conduct on the part of the subject or record; and

**WHEREAS**, the City enacted Chapter 17.64 Commercial Cannabis Activities which requires an individual to successfully complete a criminal history background check in order to receive a City issued commercial cannabis business permit or commercial cannabis employment permit; and

**WHEREAS**, Penal Code sections 11105(b)(11) and 13300(b)(11) require the City Council, Board of Supervisors, governing body of a city, county, or district or joint powers authority to specifically authorize access to summary criminal history information for employment, licensing, or certification purposes.

**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 and are incorporated by reference.
- Section 2. The City Council is hereby authorized to access state and federal level summary criminal history information for employment, licensing and certification of commercial cannabis operations including cultivation, transportation, distribution, testing, manufacturing and non-store front (delivery) retail purposes and may not disseminate the information to a private entity.

Section 3. 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 2nd day of October, 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.



## CITY OF ARVIN Staff Report

Meeting Date: October 2, 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, CALIFORNIA, ACCEPTING THE WORK COMPLETED BY J.L. PLANK INC. DBA CEN-CAL CONSTRUCTION. AND FILING THE NOTICE OF COMPLETION FOR THE VEOLIA WASTEWATER TREATMENT PLANT PAVEMENT IMPROVEMENTS PROJECT

### **BACKGROUND:**

The City of Arvin solicited construction bids for the Veolia WWTP Pavement Improvements Project. The construction of the project is funded by the City Sewer fund. The scope of the project was to install approximately 8,600 SF of new concrete pavement, asphalt tie-in work, new curbs, and a concrete washout station to improve the circulation, safety, and efficiency of the City Wastewater Treatment Facility located at 2401 El Camino Real.

The project was advertised for bid on May 10, 2018, and bids were received on June 6, 2018. Three bids were received and Council awarded the project to J.L. Plank Inc. dba Cen-Cal Construction on July 3, 2018 in the amount of \$133,565.60.

Construction began on July 30, 2018 and was completed on August 20, 2018 within the available construction budget. The contractor has provided a certificate of warranty which shall commence at the time of acceptance of the work by the City Council for a period of one year, and shall cover the cost to repair or replace any defective or improperly installed improvements upon written notification by the City Engineer.

### **FINANCIAL IMPACT:**

The allocation of funds was approved during the June 6, 2018 Council meeting for the Veolia WWTP Pavement Improvements Project in the amount of \$133,565.60. The total authorized bid amount for the construction of the project was \$146,922.16 including a 10 % contingency of \$13,356.56. One change order was executed in the amount of \$12,006.50 (9% total contingency) for a revised contract amount of \$145,572.10. The project was completed within the allocated budget, and \$1,350.06 remains.

## RESOLUTION

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN, CALIFORNIA, ACCEPTING THE WORK COMPLETED BY J.L. PLANK INC. DBA CEN-CAL CONSTRUCTION. AND FILING THE NOTICE OF COMPLETION FOR THE VEOLIA WASTEWATER TREATMENT PLANT PAVEMENT IMPROVEMENTS PROJECT**

**WHEREAS**, the City of Arvin desired to construct approximately 8,600 SF of concrete pavement and associated improvements at the Wastewater Treatment Facility located at 2401 El Camino Real; and

**WHEREAS**, the project was awarded to J.L. Plank Inc. dba Cen-Cal Construction on July 3, 2018 in the amount of \$133,565.60; and

**WHEREAS**, one change order was executed in the amount of \$12,006.50 (9% total contingency) for a revised contract amount of \$145,572.10; and

**WHEREAS**, the construction of the project was completed J.L. Plank Inc. dba Cen-Cal Construction on August 20, 2018; and

**WHEREAS**, the City Engineer has verified the completion of the project and the completion of paperwork is pending; and

**WHEREAS**, the Contractor has provided a warranty to cover the costs to repair or replace improvements that are defective or found to have been improperly installed; and

**WHEREAS**, said warranty shall take effect upon approval by the City Council of this resolution on the date of the applicable council meeting; and

**WHEREAS**, the City desires to accept the Veolia WWTP Pavement Improvements Project as complete.

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

1. The City Council accepts the work performed by performed by J.L. Plank Inc. dba Cen-Cal Construction. for the Veolia WWTP Pavement Improvements Project as complete.
2. The City Council approves the final contract amount of \$145,572.10.
3. The City Council authorizes the City Manager to execute the Notice of Completion and the City Clerk to file the Notice of Completion within 15 days of acceptance.

4. The City Manager is authorized to release the 5% retention to J.L. Plank Inc. dba Cen-Cal Construction 35 days after the filing of the Notice of Completion if no pending claims or liens are timely filed.

**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 2nd day of October, 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.

**Recording Requested By:**

For the benefit of the  
**CITY OF ARVIN**

**When Recorded Mail to:**

City of Arvin  
City Clerk  
200 Campus Drive  
Arvin, CA 93203

**NOTICE OF COMPLETION**

**NOTICE IS HEREBY GIVEN THAT:**

1. The undersigned is **OWNER** or Agent of the **OWNER** of the interest or estate stated below in the property hereinafter described.

2. The **FULL NAME** of the **OWNER** is City of Arvin

3. The **FULL ADDRESS** of the **OWNER** is 200 Campus Drive, Arvin, CA 93203

4. The **NATURE OF THE INTEREST** or **ESTATE** of the undersigned is: In Fee.

(if other than fee, Strike "In Fee" and insert, for example, "Purchaser under contract of purchase," or "Lessee.")

5. The **FULL NAMES** and **FULL ADDRESSES** of **ALL PERSONS**, if any, **WHO HOLD SUCH INTEREST** or **ESTATE** with the undersigned as **JOINT TENANTS IN COMMON** are:

Names Addresses

6. The full names and full addresses of the predecessors in interest of the undersigned if the property was transferred subsequent to the commencement of the work of improvement herein referred to:

Names Addresses

7. A work of improvement on the property hereinafter described was **COMPLETED**

8. The work of improvement completed is described as follows: Veolia WWTP Pavement Improvements Project

9. The **NAME OF THE ORIGINAL CONTRACTOR**, if any, for such work of improvement is: J.L. Plank Incorporated dba Cen-Cal

Construction

10. The street address of said property is: 2401 El Camino Real

11. The property on which said work of improvement was completed is in the City of Arvin County of Kern, State of California,

and is described as follows:

The work consists of a approximately 8,600 SF of new concrete pavement, asphalt tie-in work, new curbs, and a new washout station.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Richard Breckinridge, City Manager

Verification for **INDIVIDUAL** owner

I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the owner of the aforesaid interest or estate in the property described in the above notice; that I have said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

\_\_\_\_\_  
Date and Place

\_\_\_\_\_  
Signature of Owner named in paragraph 2

Verification for **NON-INDIVIDUAL** owner: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the **City Manager** of the aforesaid interest or estate in the property described in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

\_\_\_\_\_  
Date and Place

\_\_\_\_\_  
Richard Breckinridge, City Manager

**SUBSCRIBED AND SWORN TO** before me on \_\_\_\_\_

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



**1 YEAR GUARANTEE AND WARRANTY**

**PROJECT:**

Veolia Waste Water Treatment Plant  
2401 El Camino real  
Arvin CA

**CONTRACTOR/GUARANTOR:**

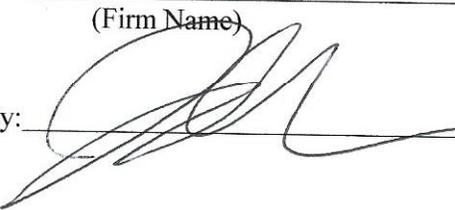
CEN-CAL Construction  
34762 Lencioni Ave  
Bakersfield CA 93308

This GUARANTEE AND WARRANTY is made pursuant to the Contract between the Owner and the Contractor together with all Plans and Specifications referred to therein (the Contract Documents). This GUARANTEE AND WARRANTY shall in no way be construed to limit in any manner any of the provisions of the Contract Documents or to modify or limit any of the obligations, liabilities, and duties of the Guarantor thereunder.

We, the undersigned, hereby warrant and/or guarantee that the work, which we have furnished and/or installed for the above mentioned project, has been performed in accordance with the Contract Documents and that the work as installed will fulfill all of the warranty or guarantee requirements included in these contract documents. We hereby agree to replace at our sole cost and expense any defective or improperly installed items of work for a period of (1) YEAR from the date of acceptance. If, however, the period of guarantee is stipulated in excess of (1) year by the Contract Documents, Contractor shall be bound as specified in the Contract Documents. All guarantees and warranties will inure to the benefit of the Owner. This Guarantee and Warranty shall not apply to work, which has been abused, neglected, or altered by others.

Upon notification of defective or improperly installed items covered under the Contractor's warranty the Contractor agrees to "man the job" within 72 business hours of receiving notice to perform necessary repairs.

CEN-CAL Construction  
(Firm Name)

By:  Date: 8-30-2018

Title: President Lic. # 962895

**Contact for Warranty Repairs:**

Name: Jason Plank

Address: 34762 Lencioni Ave  
Bakersfield CA 93308

Phone: 661-399-3759



## CITY OF ARVIN Staff Report

Meeting Date: October 2, 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 REQUESTING AND AUTHORIZING AN APPLICATION FOR, AND THE INITIATION OF, A SPHERE OF INFLUENCE AMENDMENT AND APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH PROVOST AND PRITCHARD CONSULTING GROUP.

### **RECOMMENDATION:**

Resolution Requesting and Authorizing an Application for, and the Initiation of, a Sphere of Influence Amendment and Affirming and Approving a Professional Services Agreement with Provost and Pritchard.

### **BACKGROUND:**

The City of Arvin City Manager met with representatives of Kern County LAFCo to discuss the previous Sphere of Influence and Municipal Services Review. This discussion concluded that the previously prepared proposed SOI would not meet the criteria and policies of Kern County LAFCo. In addition, the City of Arvin and areas of Kern County have been designated as Opportunity Zones. The two census tracts 63.03 and 63.04, with the designation of Opportunity Zones which allow private investors to receive reductions in capital gains taxes. By incorporation these areas within the proposed City's Sphere of Influence (SOI), the City may entice new development. The proposed SOI would also include the Disadvantaged Unincorporated Community known as the Edmondson Tract located north of the City. The attached map, Exhibit A, illustrates the proposed areas to be established as the City's SOI. The SOI is the first step required to expand the City boundaries in the future. The increase will provide further opportunity for economic development and private investment including new commercial and residential development.

As part of this process, the City had previously applied and submitted the SOI and MSR to the Local Agency Formation Commission (LAFCO) - Kern County requesting the update and modification of the City's SOI. Staff telephone discussions and meetings with LAFCO representatives has necessitated the update and modification SOI and MSR. LAFCO's SOI application requirements include a resolution from the City Council supporting the application, approving the SOI amendment and a Municipal Service Review (MSR). The proposed Professional Services Agreement between the City of Arvin and Provost and Pritchard will update and modify the previous SOI and MSR prepared by Provost and Pritchard, Exhibit B. This agreement will cause an update and amendment of the previous study which will study, analyze and evaluate the city's capacity to provide municipal services as it increases in size and efficiencies of service providers, as well as identify opportunities for greater coordination and cooperation between providers. A LAFCO approved application will eventually lead to a General Plan Update priming the City for future development and annexation of the SOI.

**FINANCIAL IMPACT:**

Professional Services Agreement is \$22,000.00 to update the SOI and MSR. There is no financial cost associated with adopting the Sphere of Influence (SOI) Amendment.

**ATTACHMENT(S) AND EXHIBIT(S):**

Resolution Requesting and Authorizing an Application for, and the Initiation of, a Sphere of Influence Amendment and Approving a Professional Services Agreement with Provost and Pritchard.

Exhibit A - Proposed SOI and Conceptual Land Use Designations

Exhibit B - Professional Services Agreement - City of Arvin and Provost and Pritchard.

Information relating to the Opportunity Zones

## RESOLUTION

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN REQUESTING AND AUTHORIZING AN APPLICATION FOR, AND THE INITIATION OF, A SPHERE OF INFLUENCE AMENDMENT AND APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH PROVOST AND PRITCHARD CONSULTING GROUP.**

**WHEREAS**, the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Act) requires that Kern County LAFCo (LAFCo), as necessary, review and update the sphere of influence of each city and special district within its county every five years; and

**WHEREAS**, this provides that no sphere of influence (SOI) can be updated until LAFCo conducts a municipal service review (MSR) for the agency in accordance with California Government Code Section 56430; and

**WHEREAS**, LAFCo most recently adopted an MSR for the Arvin area in 2007; and

**WHEREAS**, the City is examining the possibility of expanding its SOI in order to attract and accommodate subsequent development; and

**WHEREAS**, as part of this process, the City has prepared an MSR to analyze the abilities of the City of Arvin and its other service providers to adequately service an expanded area; and

**WHEREAS**, the MSR was prepared and approved in 2017 in accordance with Section 56430 of the California Government Code and in accordance with the Service Review Guidelines prepared by the State Office of Planning and Research; and

**WHEREAS**, the MSR was submitted to LAFCo for consideration; and

**WHEREAS**, City Staff and LAFCo representatives met to discuss the 2017 proposal and based upon LAFCo policies and recommendation, the 2018 establishment of the Opportunity Zones in Census Tracts 63.03 and 63.04, and the recommendation of LAFCo Staff to include the disadvantage unincorporated community, Staff is recommending an update and modification of the 2017 document for LAFCo's consideration to include the areas illustrated in Exhibit A; and

**WHEREAS**, the City Manager has signed, as authorized by City ordinance, a professional services agreement with the consulting firm of Provost and Pritchard to update and modify the Sphere of Influence and Municipal Services Agreement, to accomplish the goals of the City to expand and modify the 2017 reports for LAFCo's review and consideration; and

**WHEREAS**, the City Council desires to supersede, set aside, and replace said agreement with the agreement attached hereto as Exhibit B, which shall apply retroactively and authorize

Provost and Pritchard to proceed at the same time as previously authorized by the City Manager; and

**WHEREAS**, as advised by LAFCo’s representative, that the updated and modified submittal prior to December 2018 would comply with and meet the scheduling for the Kern County LAFCo Commissions timely review and consideration; and

**WHEREAS**, the City would like to expand its SOI to ensure the orderly provision of services, including a disadvantaged unincorporated community as defined in Government Code section 56033.5, and orderly development.

**NOW, THEREFORE, BE IT RESOLVED THAT:** The City Council of the City of Arvin does hereby resolve, determine and order as follows:

1. The Recitals set forth above are true and correct and incorporated herein.
2. The City Council of the City of Arvin hereby requests and authorizes an application for, and the initiation of, a sphere of influence amendment consistent with the boundaries depicted in Exhibit “A.” The exterior boundaries of the proposed updated sphere of influence are entirely located within the County of Kern and are described in the attached Exhibit “A,” which is attached hereto and by reference made a part hereof.
3. The City Manager is authorized and directed to forthwith prepare and file with the Executive Officer of the Local Agency Formation Commission of Kern County all forms relating to the application as required by the LAFCO. Additionally, the City Manager is authorized to take all other necessary steps required by LAFCO.
4. The Mayor or City Manager is hereby authorized and directed to forthwith to execute an indemnity agreement, if required, with the Local Agency Formation Commission of Kern County and the City in a form approved by the City Attorney.
5. The City Manager and City Attorney shall be, and they hereby are, authorized and directed to perform any and all acts required to affect the reorganization initiated by this Resolution.
6. The City Council the Professional Services Agreement with the consulting firm of Provost and Pritchard to update and prepare the SOI and MSR for submittal to LAFCo for consideration, as attached hereto as Exhibit B, as to its material terms, and authorized the City Manager or Mayor to execute the same on behalf of the City subject to approval as to form by the City Attorney.

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**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 02<sup>nd</sup> day of October, 2018 by the following vote:

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

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

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

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

**ATTEST**

\_\_\_\_\_  
**CECILIA VELA**, City Clerk

**CITY OF ARVIN**

By: \_\_\_\_\_  
**JOSE FLORES**, Mayor

APPROVED AS TO FORM:

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

Attachment: Exhibit A - City of Arvin Proposed Updated Sphere of Influence  
Exhibit B - Professional Services Agreement - City of Arvin and Provost and Pritchard.

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

**Exhibit A**

**City of Arvin Proposed Updated Sphere of Influence**

**Exhibit B**

**Professional Services Agreement - City of Arvin and Provost and Pritchard**

**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 2nd day of October, 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.



8/30/2018

Attachment: Exhibit A - Arvin Proposed SOI - 20180830 (Sphere of Influence Amendment and PSA with Provost and Pritchard)

# City of Arvin Proposed Sphere of Influence & Conceptual Land Use



- |  |              |  |     |  |     |  |    |  |        |
|--|--------------|--|-----|--|-----|--|----|--|--------|
|  | City Limits  |  | ER  |  | HDR |  | HI |  | SCHOOL |
|  | Proposed SOI |  | LDR |  | GC  |  | AG |  | PARK   |
|  | Parcels      |  | MDR |  | LI  |  | PF |  |        |





# OPPORTUNITY ZONES - CITY OF ARVIN

141 Plumtree Drive, P.O. Box 548

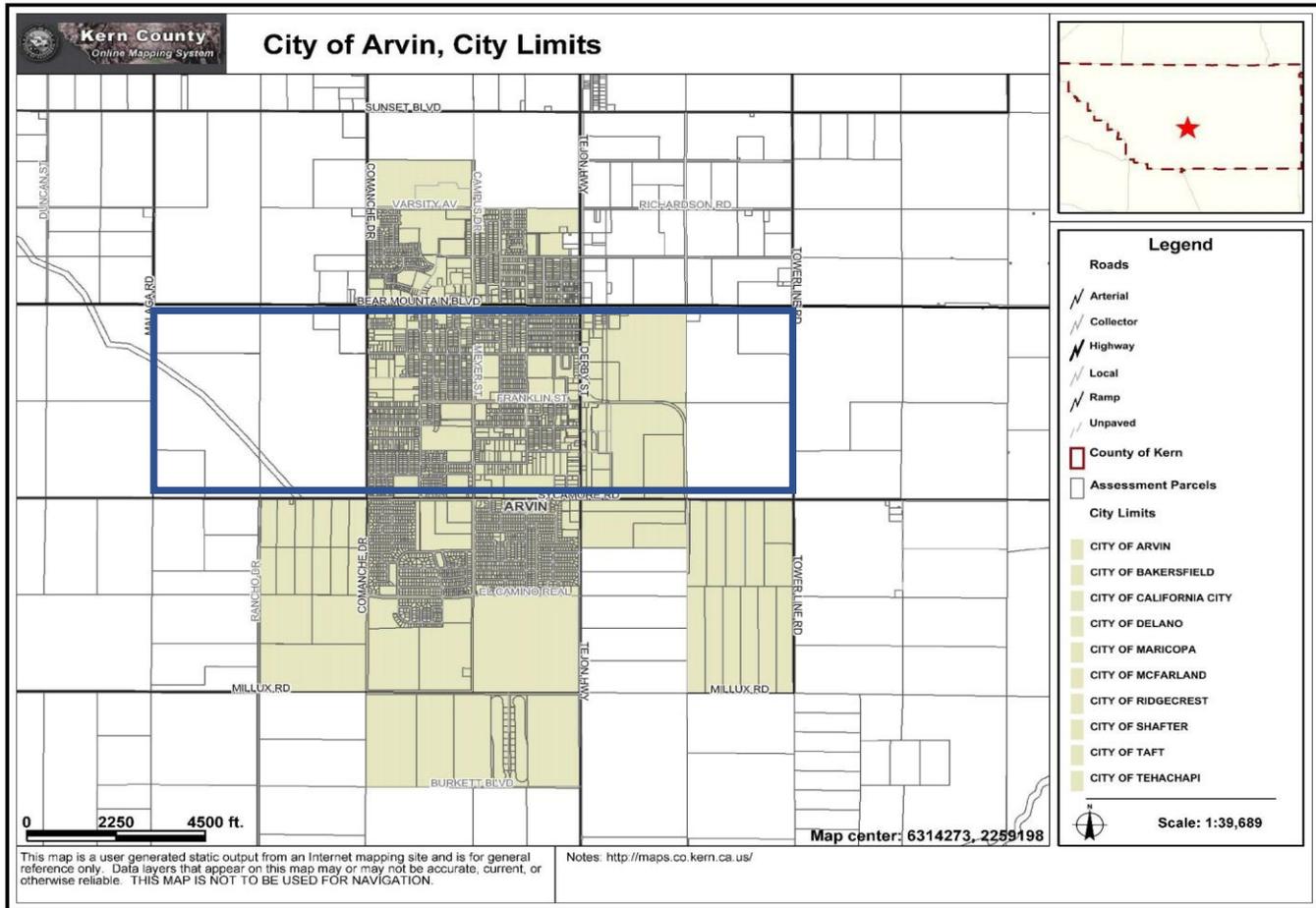
Arvin, California 93203

661-854-2822 Office

661-854-2969 Fax

<https://eig.org/opportunityzones> - City of Arvin has been given a glowing, if possibly underreported, opportunity. Two census tracts, 63.03 and 63.04 has been specially designated by the federal government, which allows private investors to receive reductions in capital gains taxes.

Opportunity Zone is bounded by Hwy 223 (Bear Mountain Blvd to the north, Sycamore Road to the South, Tower Line Road on the east, and Malaga Road on the West.



Attachment: Opportunity Zone Flyer Arvin Sept 5, 2018 (Sphere of Influence Amendment and PSA with Provost and Pritchard)



**OPPORTUNITY ZONES - CITY OF ARVIN**  
 141 Plumtree Drive, P.O. Box 548  
 Arvin, California 93203  
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# IRS Releases Opportunity Fund Certification Update

4.25.2018

Yesterday, the IRS provided new clarity on the process for obtaining Opportunity Fund certification:

To become a Qualified Opportunity Fund, an eligible taxpayer self certifies. (Thus, no approval or action by the IRS is required.) To self-certify, a taxpayer merely completes a form (which will be released in the summer of 2018) and attaches that form to the taxpayer's federal income tax return for the taxable year. (The return must be filed timely, taking extensions into account.)

City of Arvin has been given a glowing, if possibly underreported, opportunity. Two census tracts, 63.03 and 63.04, has been specially designated by the federal government, which allows private investors to receive reductions in capital gains taxes.

Geographic inequality is a hot term these days. I've heard it referenced everywhere lately. And it's a real thing, too. Research shows that residential sorting by income has significantly increased over the past 45 years. This sorting has resulted in more Americans living in communities that represent the poles of the income distribution rather than the middle.

The federal Tax Cuts and Jobs Act of 2017 created an economic development tool known as "opportunity zones". The program is designed to encourage long-term investments in low-income areas. The goal is to get capital to these struggling census tracts. The program gives patient investors and developers significant tax incentives in exchange for long-term investment in distressed or low-income areas.

This opportunity zone program has the potential to be the largest community investment program in the country, by tapping into trillions of dollars in capital gains held by private investors to create a new source of economic growth for hundreds of lower-income communities around the country.

This is exactly the type of incentive needed to spur investment in the revitalizing urban core of our own city. When the State of California ended Redevelopment in 2012, our city lost the tax increment financing that enabled investment opportunities for the City of Arvin. Urban revitalization in California now relies solely on the private sector.. The time has come for the federal government to help incentivize private investment in distressed areas throughout the country.



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Under the program, investors in opportunity zones (via a fund or direct investment in real estate or companies located there) get temporary deferral of accumulated capital gains, up to a 15 percent basis step-up on capital gains invested, and the big windfall — a capital gains bill of zero on new gains for investments held 10 years. Under this scheme, taxpayers have the option to defer tax on a capital gain by investing the gain in an Opportunity Zone Fund. The Opportunity Zone Fund is a fund set up as either a corporation or partnership to invest in eligible property located in an opportunity zone.

Taxpayers who invest in an Opportunity Zone Fund do not need to live or work in the qualifying zone in order to invest in the funds.

The idea of the program is that it will incentivize investment in communities that have had trouble attracting investment, thereby spurring economic growth.

**EXCERPT FROM TESTIMONY: 5.16.2018**

**TESTIMONY BEFORE THE JOINT ECONOMIC COMMITTEE OF THE UNITED STATES CONGRESS - JOHN W. LETTIERI, CO-FOUNDER AND PRESIDENT, ECONOMIC INNOVATION GROUP**

**“The Promise of Opportunity Zones” May 17, 2018**

***Introduction***

Chairman Paulsen, Ranking Member Heinrich, and members of the committee: it is a pleasure to be with you today.

I am the Co-founder and President of the Economic Innovation Group (EIG), a bipartisan research and advocacy organization. EIG helped to design and champion the *Investing in Opportunity Act*, legislation authored by Senators Tim Scott (R-SC) and Cory Booker (D-NJ) and Representatives Pat Tiberi (R-OH) and Ron Kind (D-WI). This legislation, which enjoyed broad bipartisan support, was the basis for the Opportunity Zones provision in the Tax Cuts and Jobs Act (TCJA) of 2017.

***Key features of the Opportunity Zones incentive***

The fundamental purpose of Opportunity Zones is to encourage long-term equity investments in struggling communities. In pursuing this goal, Congress established an incentive framework flexible enough to support a broad array of investments and encourage creative local implementation strategies. The unique structure – and equity focus – of this incentive has the potential to unlock an entirely new category of investors and create an important new asset class of investments. Congress designed Opportunity Zones to complement existing community development programs while incorporating lessons learned from previous place-based efforts. I want to draw particular attention to two of its most important distinguishing features:

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- First, it is a highly **flexible** incentive that can be used to fund an array of equity investments in a variety of different sectors. This is critical, because low-income communities have a wide range of needs, and Opportunity Zones at their best will recruit investments in a variety of mutually enforcing enterprises that together improve the equilibrium of the local community. The structural flexibility extends to **Opportunity Funds**, the intermediaries that raise and deploy capital into Opportunity Zones. These funds can be nimble in responding to market interest and opportunity, thereby widening the aperture of investors who can participate. And, because Opportunity Funds do not need pre-approval for transactions, the cost, complexity, and time needed to deploy capital should be lower than in other programs.
- Second, the incentive is nationally **scalable**. There is no fixed cap on the amount on capital that can be channeled to target communities via Opportunity Funds, nor is there a limit on the number of Opportunity Zones that can receive investments in any given year. This scalability derives from that fact that investors are incented to reinvest their own capital gains without any up-front subsidy or allocation. [EIG's analysis](#) of Federal Reserve data found an estimated \$6.1 trillion dollars in unrealized capital gains held by U.S. households and corporations as of the end of 2017. Even a small fraction of these gains reinvested into Opportunity Zones would make it the largest economic development initiative in the country.

Flexibility and scalability are essential ingredients because they unlock the vast creativity and problem-solving potential of communities and the marketplace in ways that would not be possible under a more prescriptive policy framework. Congress and the Administration should do everything possible to preserve and enhance these features as implementation moves forward in the months ahead, including through technical statutory refinements that will help ensure strong uptake among a broad spectrum of investors.

**CITY OF ARVIN  
PROFESSIONAL SERVICES AGREEMENT FOR  
REVISING MUNICIPAL SERVICES AGREEMENT, ASSISTING WITH  
SPHERE OF INFLUENCE AMENDMENT AND ZONE TEXT  
AMENDMENT**

THIS PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made and entered into this 18<sup>th</sup> day of September 2018, by and between the CITY OF ARVIN, a California municipal corporation herein ("City") and PROVOST & PRITCHARD CONSULTING GROUP (herein "Consultant").

WHEREAS, The City is seeking to expand services previously conducted by Consultant including revisions to its proposed Sphere of Influence (SOI) to include designated Opportunity Zones (Census tracks 63.03 and 63.04) and the Edmundson Acres Tract, a disadvantaged community.

WHEREAS, the City is also seeking a consultant to assist in identifying strategies for the inclusion of lands designated and under Williamson Act Contracts (WACs) and to recommend Zoning Code Amendments to manage WACs within the City limits.

WHEREAS, Consultant understands that the revisions to the Municipal Service Review (MSR) need to include information related to the recent updates to the City's General Plan, Housing Element, and Fee Schedule and adoption of several significant code amendments such as a Cannabis Ordinance and Oil and Gas Ordinance.

NOW, THEREFORE, the parties hereto agree as follows:

**1. SERVICES OF CONSULTANT**

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

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

1.3 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.

## 2. COMPENSATION

2.1 Contract Sum. Subject to any limitations set forth in this Agreement, City agrees to pay consultant in the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of Twenty Two Thousand Dollars (\$22,000) ("Contract Sum"), unless additional compensation is approved pursuant to Section 2.3.

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

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 by City, City will use its best efforts to cause Consultant to be paid subject to the Schedule of Compensation within thirty (30) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to 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 City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. 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 for the actual cost of the extra work, 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 ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

2.4 Further Responsibilities of the Parties. Both 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 "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

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

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

### 4. COORDINATION OF WORK

4.1 Representative of Consultant. Heather Bashian 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. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. City's City Manager, or 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 City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City. Consultant shall have no authority to bind the City in any manner, and expressly waives any benefits that may otherwise accrue to 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 City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

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

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

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including “any auto” and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of \$100,000 per person and \$300,000 per occurrence and property damage liability limits of \$150,000 per occurrence or (ii) combined single limit liability of \$1,000,000. 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 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

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

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

Except professional liability insurance, all of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents 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. 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 City. At the option of City, either the insurer shall reduce or eliminate any deductibles or self-insured retentions as respect to City.

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

5.2 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, subcontractors, or invitees, provided for

herein (“indemnitors”), or arising from Consultant’s indemnitors’ negligent performance of or failure to perform any term, provision, covenant, or condition of this Agreement, except claims or liabilities to the extent caused by the sole negligence or willful misconduct of the City.

## 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

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

6.2 Reports. 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. Delivery of said documents is contingent upon the City making final payment to the Consultant. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City. Any use of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City’s sole risk and without liability to Consultant, and the City shall indemnify the Consultant for all damages resulting therefrom.

## 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

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

7.2 Disputes; Default. In the event that 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 Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or

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

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

## 8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color creed, religion, sex, 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; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement, including Consultant's proposal dated September 4, 2018 and executed by the City on September 18, 2018, entitled "Proposal to Revise Sphere of Influence Maps, Update Municipal Service Review, and Prepare Zoning Text Amendments Related to Agricultural Preservation for the City of Arvin, California." This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing. This Agreement shall not be construed against either Party by reason of authorship.

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

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

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

8.8 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 any 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 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.

**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, City Manager

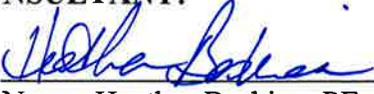
**ATTEST:**

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

**APPROVED AS TO FORM:**  
ALESHIRE & WYNDER, LLP

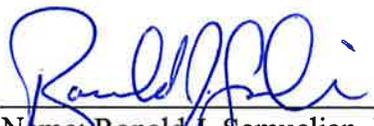
\_\_\_\_\_  
Shannon Chaffin, City Attorney

**CONSULTANT:**

By: 

Name: Heather Bashian, PE

Title: Vice President

By: 

Name: Ronald J. Samuelian, PE

Title: President

Address: 286 W. Cromwell Avenue  
Fresno, CA 93711

**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]

Attachment: Professional Services Agreement SOI Amendment\_Provost and Pritchard (Sphere of Influence Amendment and PSA with Provost

**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

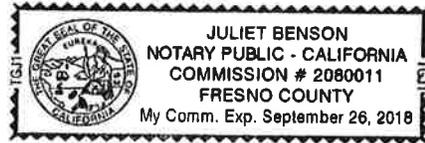
COUNTY OF ~~KERN~~ FRESNO

On Sept. 25<sup>TH</sup>, 2018 before me, JULIET BENSON personally appeared HEATHER BASHAW 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: *Juliet Benson*



**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
<b>SIGNER IS REPRESENTING:</b> (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____ DATE OF DOCUMENT
	_____ 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

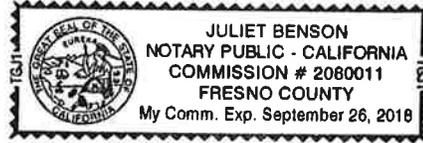
COUNTY OF KERN

On Sept 25th, 2018 before me, JULIET BENSON, personally appeared ANALIZA YAMUSLIAN 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: Juliet Benson



**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

\_\_\_\_\_  
\_\_\_\_\_

## EXHIBIT "A"

### SCOPE OF SERVICES

#### I. **Consultant will perform the following services:**

##### A. Phase S01: Revisions to Sphere of Influence Maps/Exhibits.

Consultant will revise and complete Kern County Local Agency Formation Commission (LAFCo) applications and forms. This will include preparing maps and exhibits necessary to illustrate areas proposed for inclusion in Arvin's sphere of influence (SOI). Additional maps and exhibits will also be prepared to provide supporting evidence for inclusion of those areas Arvin desires to include in its SOI for consideration by LAFCo. The maps and exhibits may include, but may not be limited to illustrations of the following data:

- Current Williamson Act contracted parcels and parcels in Williamson Act non-renewal status;
- Areas having 12 or more registered voters pursuant to current voter registration records (Disadvantaged Unincorporated Communities);
- Parcels subject to applications for development and/or parcel owners that have contacted the City to discuss development; and
- An existing land use map of Kern County General Plan designations and a conceptual land use map of Arvin's General Plan designations.

Consultant will provide draft maps and exhibits to the City for review and comment.

Upon receipt of one set of consolidated and internally-consistent City review comments, Consultant will incorporate the comments into the maps and exhibits and provide the City with the final maps and exhibits. One round of review and comments is anticipated.

##### B. Phase MSR: Revisions to 2018 Municipal Service Review

Consultant will revise the Municipal Service Review (MSR) to include current budgetary and development information and a discussion related to Arvin's proposed zoning code amendments and strategies for inclusion of lands designated for agricultural preservation and under Williamson Act Contracts (WAC). The MSR would also be revised to include data and discussion related to registered voters within surrounding inhabited, unincorporated areas.

Consultant will provide the draft MSR to the City for review and comment. Upon receipt of one set of consolidated and internally-consistent City review comments, Consultant

will incorporate the comments into the document and provide the City with the final MSR, with insertions, deletions, and formatting changes in strike-through and underline (i.e. Microsoft Word "Track Changes" version). One round of review and comments is anticipated.

C. Phase ZON: Preparation of Zoning Code Text Amendments

Consultant will work with the City to identify strategies for the management of lands under WAC within Arvin's SOI. Upon confirmation by the City of the preferred strategy, Consultant will prepare amendments to Title 17 (Zoning) of the Arvin Municipal Code. The text amendments are anticipated to provide standards for the preservation of agricultural lands adjacent to urban development, as well as establish regulations for Williamson Act Land Contracts in compliance with the requirements of Government Code (Section 51200, et seq.), Section G of the Kern County LAFCo, Procedures, Standards and Policies, as well as other applicable policies and procedures. Consultant also anticipates incorporating policies and procedures for determining uses that are compatible with Williamson Act contracted lands, including land under cannabis cultivation as directed by the City. Proposed text amendments would ensure consistency with adopted Cannabis Ordinance and Oil and Gas Ordinances.

Consultant will provide the draft zoning code text amendments to the City for review and comment. Upon receipt of one set of consolidated and internally-consistent City review comments, Consultant will incorporate the comments into the text amendments and provide the City with the final zoning code text amendments, with insertions, deletions, and formatting changes in strike-through and underline (i.e. Microsoft Word "Track Changes" version). Up to two (2) rounds of review and comments is anticipated.

Consultant will prepare a PowerPoint (PPT) presentation summarizing the proposed zoning code text amendments for use by City staff at one (1) Planning Commission hearing and one (1) City Council hearing. One Consultant staff member will be available to attend the City Council hearing to provide support to City staff as needed. In addition, the staff member will provide up to four (4) hours of review and assistance in the preparation of staff reports and/or resolutions adopting the zoning code text amendments via telephone or email.

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

A. Phase SOI:

- a. Draft maps and exhibits for City review prior to presenting to LAFCo (electronic copy).

B. Phase MSR:

- a. Draft MSR to City for review prior to submitting to LAFCo (electronic copy).

- b. Draft MSR, Maps & Exhibits to LAFCo for initial review (electronic copy) submitted to LAFCo electronically.
    - c. Final MSR, Maps & Exhibits to City and LAFCo.
  - C. Phase ZON:
    - a. Draft zoning code text amendments to the City for review (electronic copy)
    - b. Final zoning code text amendments (electronic copy)
    - c. One (1) PPT for use at both the Arvin Planning Commission and City Council hearings.
- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City updated of the status of performance by delivering the following status reports:**

[N/a]
- IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**
- V. Consultant will utilize the following personnel to accomplish the Services:**
  - A. Louise Palmer, AICP
  - B. Sara Allinder, AICP
  - C. Jeff O'Neal, AICP
- VI. The following provisions of the Agreement are revised as shown below.**

[N/a]

**EXHIBIT "B"****SPECIAL REQUIREMENTS**  
(Superseding Contract Boilerplate)

A. This Agreement also serves as a notice to proceed under this Agreement effective September 18, 2018.

B. This Agreement is made with the following assumptions:

1. The proposed Sphere of Influence Amendment will be judged not to pose any adverse changes to the physical environment and would therefore be found exempt from CEQA review (Guidelines Section 15061(b) General Rule).

2. Consultant assumes that the adoption of the Municipal Service Review will be found exempt from CEQA review (Guidelines Section 15306, Information Collection).

3. Consultant assumes that the adoption of the Zoning Code Text Amendments will be found exempt from CEQA review (Guidelines Section 15307, Actions by Regulatory Agencies for Protection of Natural Resources).

4. The City of Arvin will be responsible for the preparation of all hearing notices, staff reports, resolutions/ordinances and CEQA notice(s) of exemption, and payment of any associated fees, if required.

5. The City of Arvin will be responsible for payment of fees or charges related to obtaining current voter registration data. These charges are anticipated to be approximately \$45.

C. Consultant agrees that the revisions to the MSR need to include information related to the recent updates to the City's General Plan, Housing Element, and Fee Schedule and adoption of several significant code amendments such as a Cannabis Ordinance and Oil and Gas Ordinance.

///



## SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE  
04/11/2018NAME OF INSURED: Provost & Pritchard Engineering Group, Inc.  
dba Provost & Pritchard Consulting GroupAdditional Description of Operations/Remarks from Page 1:Additional Information:

General Liability Additional Insured and Primary Non-Contributory applies per form CNA75079XX (1-15)  
General Liability Waiver of Subrogation applies per form CNA75008XX (1-15)  
Auto Additional Insured and Primary Non-Contributory applies per form CNA71527XX (10/12)  
Auto Waiver of Subrogation applies per form CA 04 44 10 13  
Workers Compensation Waiver of Subrogation applies per form WC 00 03 13

Attachment: Professional Services Agreement SOI Amendment\_Provost and Pritchard (Sphere of Influence Amendment and PSA with Provost



## Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **coverage part**, including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
  - A. unless paragraph B. below applies,
    1. **bodily injury, property damage, or personal and advertising injury** caused in whole or in part by the acts or omissions by or on behalf of the **Named Insured** and in the performance of such **Named Insured's** ongoing operations as specified in such **written contract**; or
    2. **bodily injury or property damage** caused in whole or in part by **your work** and included in the **products-completed operations hazard**, and only if
      - a. the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and
      - b. this **coverage part** provides such coverage.
  - B. **bodily injury, property damage, or personal and advertising injury** arising out of **your work** described in such **written contract**, but only if:
    1. this **coverage part** provides coverage for **bodily injury or property damage** included within the **products completed operations hazard**; and
    2. the **written contract** specifically requires the **Named Insured** to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.
- II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
  - A. coverage broader than required by the **written contract**; or
  - B. a higher limit of insurance than required by the **written contract**.
- III. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
  - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
    1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    2. supervisory, inspection, architectural or engineering activities; or
  - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance



## Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

is required by **written contract** to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

V. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
4. tender the defense and indemnity of any **claim** to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph (4) does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

**Written contract** means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  1. the **bodily injury** or **property damage**; or
  2. the offense that caused the **personal and advertising injury** for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



CNA PARAMOUNT

**Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Person Or Organization:**

ANY PERSON OR ORGANIZATION THAT YOU HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE ANY RIGHT OF RECOVERY AGAINST SUCH PERSON OR ORGANIZATION, BUT ONLY IF THE CONTRACT OR AGREEMENT:

1. IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS POLICY; AND 2. WAS EXECUTED PRIOR TO LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

It is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To The Insurer** is amended by the addition of the following:

Solely with respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA75008XX (1-15)

Page 1 of 1

Valley Forge Insurance Co.  
Provost & Pritchard Engineering Group, Inc.

Insured Name: dba Provost & Pritchard Consulting Group

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Policy No: 6050192477

Endorsement No:

Effective Date: 10/1/2017

Attachment: Professional Services Agreement SOI Amendment\_Provost and Pritchard (Sphere of Influence Amendment and PSA with Provost



### ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

#### SCHEDULE

Name of Additional Insured Persons Or Organizations
<p>ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.</p>

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section II – LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

POLICY NUMBER: 6050192432

COMMERCIAL AUTO  
CA 04 44 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** Provost & Pritchard Engineering Group, Inc. dba Provost & Pritchard Consulting Group**Endorsement Effective Date:** 10/1/2017**SCHEDULE****Name(s) Of Person(s) Or Organization(s):**ANY PERSON OR ORGANIZATION FOR WHOM  
OR WHICH YOU ARE REQUIRED BY WRITTEN  
CONTRACT OR AGREEMENT TO OBTAIN THIS  
WAIVER FROM US. YOU MUST AGREE TO THAT  
REQUIREMENT PRIOR TO LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**The Transfer Of Rights Of Recovery Against  
Others To Us** condition does not apply to the  
person(s) or organization(s) shown in the Schedule,  
but only to the extent that subrogation is waived prior  
to the "accident" or the "loss" under a contract with  
that person or organization.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER  
FROM OTHERS ENDORSEMENT**

**Policy Number:** 57WERT6195

**Endorsement Number:**

**Effective Date:** 4/15/2018      Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:**

Provost & Pritchard Engineering Group, Inc.  
dba Provost & Pritchard Consulting Group  
286 W. Cromwell Avenue  
Fresno, CA 93711

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**SCHEDULE**

Any person or organization from whom you are required by written contract or agreement to obtain this waiver rights from us

**EXHIBIT "C"****SCHEDULE OF COMPENSATION**

- I. Consultant shall perform the following Services at the following rates:**  
Rates as set forth in Exhibit "D", item I.
- II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as a part of the final payment upon satisfactory completion of services.**
- III. Within the budgeted amounts for each Phase (Task), and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.**
- IV. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**
  - A. Line items for all the work performed, the number of hours worked, and the hourly rate.
  - B. Line items for all materials and equipment properly charged to the Services.
  - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
  - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- V. The total compensation for the Services shall not exceed \$22,000, as provided in Section 2.1 of this Agreement.**
- VI. Consultant's billing rates for all personnel are attached as Exhibit C-1.**

**EXHIBIT "D"****SCHEDULE OF PERFORMANCE**

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

Estimated Fee – Arvin Revised SOI/MSR/Zoning Code Text Amendments					
Phase	Deliverable/Meeting	Schedule			Estimated Fee
		Duration	Start Date	End Date	
<b>SOI: Revisions to Sphere of Influence Maps/Exhibits</b>	Draft Maps/Exhibits for City review	3 weeks	23-Sep-18	14-Oct-18	
	Estimated Cost: Revisions to Sphere of Influence Maps/Exhibits				\$8,000
<b>MSR: Revisions to 2018 MSR</b>	Draft MSR to City for Review	4 weeks	23-Sep-18	21-Oct-18	
	Draft MSR, Maps/Exhibits to LAFCo to Review	5 weeks	23-Sep-18	28-Oct-18	
	Final MSR, Maps & Exhibits to LAFCO	6 weeks	23-Sep-18	4-Nov-18	
	LAFCo Board Hearing (Tentative)			5-Dec-18	
	Estimated Cost: Revisions to 2018 MSR				\$4,500
<b>ZON: Zoning Code Text Amendments</b>	Draft Zoning Code Text Amendments	8 weeks	24-Sep-18	19-Nov-18	
	Final zoning Code Text Amendments	2 weeks	19-Nov-18	3-Dec-18	
	PowerPoint to City for Use at Meetings	1 week	19-Nov-18	19-Nov-18	
	Planning Commission Hearing (Tentative)			11-Dec-18	
	City Council Hearing (Tentative)			18-Dec-18	
	Estimated Cost: Zoning Text Amendments				\$9,500

- II. Consultant shall deliver the following tangible work products to the City by the following dates: As noted in above in Exhibit "D," paragraph I.
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.



**PROVOST & PRITCHARD CONSULTING GROUP**  
**STANDARD FEE SCHEDULE**  
**Effective 1/1/2018**  
(hourly rates)

This schedule supersedes previously published fee schedules as of the effective date  
*Multi-year contracts are subject to any subsequent changes in these rates*

	<u>Fee</u>
<b><u>ENGINEERING STAFF:</u></b>	
Assistant Engineer	\$ 90.00 - \$110.00
Associate Engineer	\$115.00 - \$135.00
Senior Engineer	\$140.00 - \$170.00
Principal Engineer	\$175.00 - \$215.00
<b><u>SPECIALISTS:</u></b>	
Assistant Environmental Specialist	\$ 80.00 - \$105.00
Associate Environmental Specialist	\$112.00 - \$142.00
Senior Environmental Specialist	\$145.00 - \$170.00
Principal Environmental Specialist	\$180.00 - \$210.00
Associate GIS Specialist	\$ 90.00 - \$110.00
Senior GIS Specialist	\$115.00 - \$145.00
Associate Geologist/Hydrogeologist	\$110.00 - \$135.00
Senior Geologist/Hydrogeologist	\$145.00 - \$175.00
Water Resources Specialist	\$115.00 - \$145.00
<b><u>PLANNING STAFF:</u></b>	
Assistant Planner/CEQA-NEPA Specialist	\$ 70.00 - \$ 95.00
Associate Planner/CEQA-NEPA Specialist	\$100.00 - \$125.00
Senior Planner/CEQA-NEPA Specialist	\$135.00 - \$160.00
Principal Planner/CEQA-NEPA Specialist	\$165.00 - \$190.00
<b><u>TECHNICAL STAFF:</u></b>	
Assistant Technician	\$ 70.00 - \$ 90.00
Associate Technician	\$ 95.00 - \$115.00
Senior Technician	\$125.00 - \$140.00
<b><u>CONSTRUCTION SERVICES:</u></b>	
Associate Construction Manager	\$110.00 - \$130.00
Senior Construction Manager	\$135.00 - \$157.00
Principal Construction Manager	\$165.00 - \$195.00
Construction Manager Prevailing Wage <sup>(1) (2)</sup>	\$137.00 - \$162.00
<b><u>SUPPORT STAFF:</u></b>	
Administrative Assistant	\$ 60.00 - \$ 80.00
Project Administrator	\$ 70.00 - \$ 90.00
Project Manager	\$120.00
Intern	\$ 60.00
<b><u>SURVEYING SERVICES:</u></b>	
LSIT Surveyor	\$ 90.00 - \$110.00
Licensed Surveyor	\$120.00 - \$155.00
	<u>Prev. Wage (1)</u>
1 Man Survey Crew	\$160.00      \$185.00
2 Man Survey Crew	\$225.00      \$265.00
2 Man Survey Crew including LS	\$260.00      \$270.00
1 Man CORS Survey Crew	\$175.00
2 Man CORS Survey Crew	\$225.00
UAV (Drone) Services	\$200.00
(Field Work not including survey equipment billed at individual standard rate plus vehicle as appropriate)	
<b><u>EXPERT WITNESS:</u></b> As quoted.	
<b><u>TRAVEL TIME</u></b> (for greater than 1 hour from employee's base office): \$80/hr (unless the individual's rate is less)	
<b><u>PROJECT COSTS:</u></b>	
Mileage	IRS value + 15%
Outside Consultants	Cost + 15%
Direct Costs	Cost + 15%

(1) Prevailing wage rates shown for San Joaquin, Stanislaus, Merced, Madera, Fresno, Tulare, Kings and Kern Counties, other counties as quoted.

(2) Overtime for Construction Services prevailing wage will be calculated at 125% of the standard prevailing wage rate.



## CITY OF ARVIN Staff Report

Meeting Date: October 2, 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 INITIATING GENERAL PLAN AMENDMENT FROM LOW DENSITY RESIDENTIAL TO GENERAL COMMERCIAL AND ZONE CHANGE FROM R-1 SINGLE FAMILY DWELLING TO C-1 LIMITED COMMERCIAL ZONE FOR 240 LANGFORD AVE.

### RECOMMENDATION:

1. Adopt the Resolution Initiating General Plan Amendment from Low Density Residential to General Commercial and Zone Change from R-1 Single Family Dwelling to C-1 Limited Commercial Zone for 240 Langford Ave; and
2. Provide Direction to Staff for Cost Recovery for processing of and adoption.

### BACKGROUND:

The City Council on September 18, 2018 conducted the public hearing for the appeal for Planning Commission action of April 19, 2018 conditionally approving an expansion of a non-conforming use, Neighborhood Market, by permitting storage addition. The applicant had requested the establishment of a Take-Out Kitchen, however the Planning Commission disapproved the request.

The City Council after the public hearing, directed Staff to prepare a resolution for the initiation of a general plan amendment and zone change for consideration. The City Council also requested estimated cost for the processing of a general plan and zone change for the property.

### DISCUSSION:

Staff has prepared the attached resolution for the City Council's consideration. Should the City Council wish to proceed with the adoption of the general plan amendment and zone change, Staff has recommended that the General Plan Land Use Designation be amended from Low-Density Residential to General Commercial. Staff is also believes that should the City Council wish to proceed with a zone change from R-1 Single Family Residential, the most appropriate zone

district would be C-1 Restricted Commercial, see attached Chapter 17.24 Restricted Commercial.

The city has one general plan land use designation for commercial - General Commercial. Within that general plan land use category four (4) commercial zone districts may be established: C-O Professional Office; C-1 Restricted Commercial; C-2 Commercial; and NC - Neighborhood Commercial.

Should the City Council wish to initiate a zone change for the property, Staff believes that the C-1 Restricted Commercial Zone. The C-1 Zone also permits apartment hotels, automobile service stations, etc.

The General Plan Amendment and Rezoning to Commercial creates a Commercial zone district in a residential neighborhood - and could be considered "spot zoning" under certain circumstances.

**COST ESTIMATES FOR PROCESSING GENERAL PLAN AMENDMENT AND ZONE CHANGE - FEES WOULD BE CALCULATED MORE ACCURATELY UPON SUBMISSION OF AN APPLICATION.**

Most of the fees charged are based on the Deposit System and others are based on a Flat Fee. As Staff works on the project their hourly billing rate is charged to the deposit. Should the deposit be depleted, all work is stopped until a new deposit is made.

Below is an estimated of Deposits and Flat Fees Associated with processing a General Plan Amendment and Zone Change. Also in addition the fees established by the City, A General Plan Amendment and Zone Change require special studies to be completed by the applicant, where applicable. These studies include a Traffic Analysis, Air Quality Analysis, Cultural and Historical Review, Will Serve Letter from Water Agency, etc.

	<b>FLAT FEE</b>	<b>DEPOSIT</b>
REVIEW OF APPLICANT'S PART 1 - INITIAL STUDY		\$360.00
INITIAL STUDY PART 2		\$5,000.00
NOTICE OF EXEMPTION - CITY FILING PLUS KERN COUNTY FEE	\$250.00 PLUS OUTSIDE AGENCY FEES	
NOTICE OF DETERMINATION - SEE FEES FOR OUTSIDE AGENCY	\$250.00 PLUS OUTSIDE AGENCY FEES	
KERN COUNTY CLERK PROCESSING FEE FOR ALL ENVIRONMENTAL DOCUMENTS - PLUS CITY FEE IS 15%	<b>\$50.00</b> To be calculated by Staff prior to preparation and filing	
SITE DEVELOPMENT PERMIT APPLICATIONS BY STAFF		\$1500.00
SITE DEVELOPMENT PERMIT APPLICATIONS BY PLANNING COMMISSION AND/OR CITY COUNCIL		\$2,500.00
ZONE CHANGE AMENDMENT		\$5,000.00
GENERAL PLAN AMENDMENT; MASTER PLAN; SPECIFIC PLANS; DEVELOPMENT PLANS		\$5,000.00
MONITORING PROGRAM FOR APPLICATIONS WHERE CONDITIONS, FOLLOW		\$1,500.00

UP REVIEW, MITIGATION MEASURES, ETC. ARE PLACED ON PROJECT APPROVALS.		
REVIEW OF LANDSCAPE PLANS		\$500.00

General Plan Maintenance Fee - Discretionary permits and all new building permit \$0.022 per square foot of lot area 240 Langford Site is 44,866 square feet = \$987.05		
Map Maintenance Fees: Parcel and Tract Maps, Rezone, Amend General Plan Land Use Policy Diagram (Map)	\$500.00-	
Code Maintenance Fees - Planning Applications Discretionary,	\$100.00	
File Maintenance Fee - Community Development Department - Planning Applications:	\$20.00	
File Maintenance Fee - City Clerk files:	\$20.00	
<b>ESTIMATED FEE FOR PROCESSING</b>	<b>\$2,500.00</b>	<b>*\$10,000.00</b>
		• Deposits are charged based on Staff Time Expended

#### **CALCULATION OF IMPACT FEES - ESTIMATE:**

Based on a proposed 490 square foot addition the Impact Fees would be:

Police: 44,866 square feet parcel X \$350.00 per acre - \$360.49;

Sewer: new Restaurant less than 35 seats \$17,160.00 per building.

Traffic: 490 sq. ft. X 7.874 per square foot - \$3,858.26

**Estimated Impact Fees: Between \$3,858.26 to \$21,378.75 dependent on how the fees are calculated for the 490 Square Foot Addition identified as the Take Out Kitchen addition.**

IMPACT FEE - UPDATED 2018						
Type of Land Use	Police	Parks	Sewer	Traffic	Water (contact Arvin Community Services District) (651) 854-2127	Schools Contact Arvin Union School District (661-854-6500)
Commercial						
grocery stores	\$350/acre		\$16,280/bldg.	\$7,874/1000 sq.ft		
<u>Restaurant less</u>	\$350/acre		\$17,160/bldg	\$7,874/1000		

than 35 seats				sq. ft.		
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**ATTACHMENT(S)/EXHIBIT(S):**

Adopt Resolution Initiating General Plan Amendment from Low Density Residential to General Commercial and Zone Change from R-1 Single Family Dwelling to C-1 Limited Commercial zone for 240 Langford Ave.

Chapter 17.24 - C-1 Restricted Zone District

## RESOLUTION

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN INITIATING GENERAL PLAN AMENDMENT FROM LOW DENSITY RESIDENTIAL TO GENERAL COMMERCIAL AND ZONE CHANGE FROM R-1 SINGLE FAMILY DWELLING TO C-1 LIMITED COMMERCIAL ZONE FOR 240 LANGFORD AVE.**

**WHEREAS**, The City of Arvin City Council on September 18, 2018 conducted the public hearing for the appeal for Planning Commission action of April 19, 2018 conditionally approving an expansion of a non-conforming use, Neighborhood Market, by permitting storage addition; and

**WHEREAS**, The applicant had requested the establishment of a Take-Out Kitchen, however the Planning Commission disapproved the request.

**WHEREAS**, The City Council after the public hearing, directed Staff to prepare a resolution for the initiation of a general plan amendment and zone change for the City's consideration; and

**WHEREAS**, The City Council also requested estimated cost for the processing of a general plan and zone change for the property and has provided direction to Staff; and

**WHEREAS**, Staff has prepared the attached resolution for the City Council's consideration; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ARVIN HEREBY RESOLVES AS FOLLOWS:**

1. The above recitals are true and correct, and incorporated herein by this reference.
2. The City Council has the authority to initiate a zone change from R-1 Single Family Residential to the C-1 Restricted Commercial, see attached Chapter 17.24 Restricted Commercial of the Municipal Code.
3. The City Council hereby directs City Staff to prepare a General Plan Amendment and Rezoning report for 240 Langford Avenue and provide a recommendation to the Planning Commission review and recommendation to the City Council.

**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 2nd day of October, 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.

Chapter 17.24 - C-1 RESTRICTED COMMERCIAL ZONE\*<sup>1</sup>Sections:

## Footnotes:

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\* Prior ordinance history: Ordinances 51 and 227.

## 17.24.010 - Applicability.

The regulations set forth in this chapter shall apply in the C-1 restricted commercial zone unless otherwise provided in title.

(Ord. 311 §1 (Exh. A(part)), 1998).

## 17.24.020 - Permitted uses.

Uses permitted in the C-1 zone are as follows:

## A. Any of the following uses:

1. Apartment hotels,
2. Automobile parking areas, when developed as required in the P automobile parking zone set forth in Chapter 17.38,
3. Automobile service stations; provided the station does not have more than two service bays and is located on a site not greater than fifteen thousand (15,000) square feet in area,
4. Bakery (retail only),
5. Banks,
6. Barber shops,
7. Beauty shops,
8. Book stores,
9. Church; excluding schools other than Sunday School,
10. Christmas tree sales, limited between November 15th and December 26th of each calendar year,
11. Communications equipment buildings and towers,
12. Confectionery stores,
13. Dress or millinery shops,
14. Drug stores/pharmacy,
15. Dry cleaning, pressing and laundry agencies,
16. Dry goods or notions stores,
17. Electric appliance stores, retail, including repairs,
18. Fireworks sales, subject to Chapter 15.18, Uniform Fire Code, of the Arvin Municipal Code,

19. Florist shops, retail,
  20. Grocery, fruit and vegetable stores, retail,
  21. Hair styling/beauty salon, barber shops,
  22. Hardware stores,
  23. Ice storage houses of not more than five (5) ton capacity,
  24. Jewelry stores, including repairs,
  25. Laundromat,
  26. Liquor store/convenience store,
  27. Meat markets or delicatessen stores,
  28. Offices, business, professional, government or public utility,
  29. Pet food stores, retail,
  30. Pet grooming, if wholly contained within a building,
  31. Photocopying and duplicating services,
  32. Photographic shops,
  33. Restaurants and related food services, excluding on site alcohol sales, entertainment or drive through service,
  34. Rest home, convalescent home, adult care facility, residential care facility as defined in Section 1502 of the Health and Safety Code of the state of California,
  35. Shoe stores or shoe repair shops,
  36. Stationery stores,
  37. Tailor, clothing or wearing apparel and accessory shops,
  38. Coin-operated self-service car washes,
  39. Recycling facilities as defined in Chapter 17.47 and subject to all conditions set forth in Section 17.47.030,
  40. Video rental stores,
  41. Similar restricted commercial activities and facilities not specifically listed in the Arvin Municipal Code, as determined by the planning director;
- B. The accessory buildings and structures necessary to such use located on the same lot or parcel of land, including a storage garage for the exclusive use of the patrons and employees of the stores or businesses set forth in subsection A of this section;
- C. All new construction and/or changes of use shall be subject to Chapter 17.60, Site Development Permits.

(Ord. 311 §1 (Exh. A(part)), 1998).

#### 17.24.030 - Restrictions on permitted uses.

In the C-1 zone the specified stores, shops, or businesses set forth in Section 17.24.020 shall be retail establishments selling new merchandise exclusively and shall be permitted only under the following conditions:

- A. Such stores, shops or businesses, except automobile service stations and coin-operated self-service car washes, shall be conducted entirely within an enclosed building;

- B. Products made incidental to a permitted use shall be sold at retail on the premises;
- C. All public entrances to such stores, shops or businesses shall be from the principal street upon which the property abuts or within fifty (50) feet thereof, except that a rear or side entrance from the building to a parking area may be provided;
- D. Except as provided elsewhere in this title, any exterior sign displayed shall pertain only to a use conducted on the premises, shall not exceed a height of twenty-four (24) feet above the ground level, shall not project into a street or alley more than twelve (12) inches beyond any property line, and any sign projecting beyond a property line shall have a clearance of not less than ten (10) feet between the bottom of the sign and the ground level;
- E. All new construction shall be subject to Chapter 17.60, Site Development Permits.

(Ord. 311 §1 (Exh. A(part)), 1998).

#### 17.24.040 - Height limitations.

The maximum height for buildings in the C-1 zone shall be four (4) stories and not to exceed fifty (50) feet.

(Ord. 311 §1 (Exh. A(part)), 1998).

#### 17.24.050 - Front yard requirements.

- A. In the C-1 zone, all buildings shall be located not nearer than forty (40) feet from the centerline of a street; provided, however, that along any secondary highway, as designated by the city's highway plan, a minimum setback of forty-five (45) feet from the centerline of the highway shall be required, and along any major highway, as designated by the city's highway plan, a minimum setback of fifty-five (55) feet from the centerline of the highway shall be required. Setback from the centerline of Bear Mountain Boulevard (State Route 223) shall be seventy-two (72) feet.
- B. In the C-1 zone, all buildings used exclusively for dwelling purposes shall comply with the provisions of the R-4 zone.

(Ord. 311 §1 (Exh. A(part)), 1998).

#### 17.24.060 - Side yard requirements.

In the C-1 zone, a side yard setback is not required, except that a minimum side yard of ten (10) feet shall be provided when the side property line abuts a street or a residential zone; and a minimum side yard setback of twenty (20) feet, when the side property line abuts an industrial zone.

(Ord. 311 §1 (Exh. A(part)), 1998).

(Ord. No. 376, 2008).

#### 17.24.070 - Rear yard requirement.

In the C-1 zone, a rear yard setback is not required, except that a minimum rear yard of ten (10) feet shall be provided when the rear property line abuts a street or a residential zone; and a minimum rear yard of twenty (20) feet when the rear property line abuts an industrial zone. No rear yard setbacks are required when there is an existing public dedicated and accepted alley abutting the rear property line.

(Ord. 311 §1 (Exh. A(part)), 1998).

(Ord. No. 376, 2008).

17.24.080 - Area requirements.

In the C-1 zone, minimum lot size shall be six thousand (6,000) square feet and all buildings used exclusively for dwelling purposes shall comply with the provisions of the R-4 zone.

(Ord. 311 §1 (Exh. A(part)), 1998).

17.24.090 - Required distance between buildings on same lot.

There shall be no required distance between buildings on the same lot in the C-1 zone, except that all buildings used exclusively for dwelling purposes shall comply with the provisions of the R-4 one.

(Ord. 311 §1 (Exh. A(part)), 1998).

17.24.100 - Prohibited uses.

Uses expressly prohibited in the C-1 zone are as follows:

- A. New residential uses;
- B. Trailer parks;
- C. Industrial uses;
- D. Billboards or outdoor advertising structures other than those permitted under the requirements of this chapter identifying the place of business.

(Ord. 311 §1 (Exh. A(part)), 1998).



**CITY OF ARVIN**  
**Staff Report**

Meeting Date: October 2, 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) AND SITE DEVELOPMENT PLAN (SDP) 2018-240LA – ISMAILI MARKET- EXPANSION OF A NON-CONFORMING USE- REGARDING STORAGE AND PATIO USE, AND DENIAL OF EXPANSION FOR A TAKE OUT KITCHEN, LOCATED WITHIN THE R-1-SINGLE FAMILY DWELLING ZONE AT 240 LANGFORD IN ARVIN, AND ADOPTION OF A FINDING PER CEQA GUIDELINES SECTION 15061(B)(3)

**BACKGROUND:**

This item has been continued from a previous matter held at the Arvin City Council Meeting of September 18, 2018. The public comment portion of the hearing was closed at the meeting of September 18, 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.

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

Resolution

## 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) AND SITE DEVELOPMENT PLAN (SDP) 2018-240LA – ISMAILI MARKET- EXPANSION OF A NON-CONFORMING USE- REGARDING STORAGE AND PATIO USE, AND DENIAL OF EXPANSION FOR A TAKE OUT KITCHEN, LOCATED WITHIN THE R-1-SINGLE FAMILY DWELLING ZONE AT 240 LANGFORD IN ARVIN, AND ADOPTION OF A FINDING PER CEQA GUIDELINES SECTION 15061(B)(3)**

WHEREAS, applicant Maher Ahmed Saleh (“Applicant”) is seeking approval of a Conditional Use Permit (CUP) and a Site Development Plan (SDP) to allow for the expansion of a non-conforming neighborhood grocery store (commercial use) located in a residential zone; and

WHEREAS, the subject property is located at the northeast corner of Langford Avenue and Stockton Avenue and is zoned R-1-Single Family Dwelling (“property” or “site”); and

WHEREAS, the property is currently developed with a 24’-6” by 50’-0,” 1,274 square-foot neighborhood market, a 1,346-square foot residence and a 700-square foot detached garage, all of which were built prior to the City’s incorporation on December 21, 1960; and

WHEREAS, pursuant to Section 17.08.020 (R-1 Zone) of the Municipal Code, a commercial use is not an allowed use within the R-1 Zone; and

WHEREAS, the neighborhood grocery store on the property is a legal-nonconforming use as to those uses which were in lawful existence when the property was rezoned to the R-1 Zone; and

WHEREAS, as a rule, a non-conforming use may be maintained and continued provided there is no increase or enlargement of the area, space, or volume occupied or devoted to the non-conforming use, and there is no intensification of the land use; and

WHEREAS, in 2015 the Applicant applied for a 490-square foot (20’-0” by 24.5’) addition to the existing store, which the Applicant represented would be used as a storage area; and

WHEREAS, the application for the 490-square foot addition was approved for storage only; an open patio area and serving windows were neither sought by Applicant or approved by City staff; and

WHEREAS, a building permit was issue for construction, but said issuance was an oversight by City staff and the permit was issued erroneously; and

WHEREAS, notwithstanding, the Applicant failed to exercise his rights under the permit, failed to pay fees required by the permit, and failed to timely construct the improvements prior to the expiration of the building permit; and

WHEREAS, approximately two years after the building permit was erroneously issued and after the building permit had long since expired by its own terms, Applicant partially constructed a 490-square foot addition as a take out kitchen and a 800-square foot open patio (“Expansion”) area to the existing neighborhood market in 2017; and

WHEREAS, construction on the Expansion was done without a building permit or any other approval by the City, and was not inspected by the City for compliance with the building code, etc., as required by law for construction; and

WHEREAS, in 2017 the applicant was cited for constructing the Expansion without proper approval or building permits; and

WHEREAS, Applicant subsequently sought approval of a Conditional Use Permit (CUP) and a Site Development Plan (SDP) to allow for the Expansion; and

WHEREAS, after notice as required by law, the Planning Commission considered the matter at a public hearing on April 19, 2018, and has received testimony and other evidence at the meeting; and

WHEREAS, after considering all evidence in the record, the Planning Commission adopted a CEQA finding under CEQA Guidelines section 15061(b)(3) and approved the CUP with conditions; and

WHEREAS, these conditions limited the Expansion to just use as a storage unit; and

WHEREAS, Applicant timely appealed the determination of the Planning Commission to the City Council; and

WHEREAS, the City provided notice of the Council hearing of the appeal; 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 September 18, 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 as conditioned for storage use, but could not be issued as requested by the Applicant to allow for use as a take out and patio; 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 conditioned as a storage unit, 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 finding under section 15061(b)(3) of the CEQA Guidelines; and

WHEREAS, the City Council continued the item to the next regular meeting of October 2, 2018, with direction to staff to return with a resolution consistent with Council’s determination for final approval; and

WHEREAS, the City Council also directed staff to return with a resolution for discussion which would initiate a plan amendment and rezone for the property that would allow the property to be used for take out if the appropriate CUP, etc., was subsequently approved; 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; and

WHEREAS, nothing in this Resolution preclude the Applicant from immediately seeking to amend the approved CUP or seeking a new CUP for take out, as may be warranted.

**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 CEQA Guidelines section 15061(b)(3), and the City Council further finds and determines this project falls within CEQA Guidelines section 15061(b)(3) as the project does not have the potential for causing a significant effect on the environment. The extension has already been built, including the portion for storage. Removal of the take out windows and the patio will not create a reasonable possibility of a significant, adverse environmental impact and is instead likely to reduce vehicular and pedestrian traffic, noise, and allow for landscaping to be installed.

**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 independently 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 following findings:

- a. The use proposed by Conditional Use Permit is consistent with the City of Arvin's General Plan and zoned district designation.
- b. The use proposed by Conditional Use Permit is consistent with the City of Arvin's Municipal Code.
- c. The use proposed is not detrimental to the health, safety, peace, morals, comfort or general welfare of persons residing or working in the neighborhood.
- d. The CUP is in compliance with all applicable laws and ordinances.

These findings are appropriate for all the items in the record, including:

The existing neighborhood grocery store on the property is considered a legal non-conforming use and is subject to the rules and regulations of Section 17.52.010 of the Municipal Code which address non-conforming land uses. Specifically, a non-conforming use may be maintained and continued; provided there is no physical change other than maintenance and repair. Additional uses may be added per Arvin Municipal Code 17.08.020 (J) additional uses may be permitted according to the provisions of Chapter 17.56, conditional use permits.

The addition of 490 square foot room for storage to an existing 1200 square foot neighborhood grocery store is concluded to be a nonintrusive use and the approval of a Conditional Use Permit to permit said addition has met the provisions of Chapter 17.56 conditional use permits.

Chapter 17.05 Uses Permitted Subject to Administrative Approval and Chapter 17.60 Site Development Permits require approval of new construction to insure compliance with City Standards. The proposed additions, additional storage area and open patio area, meet the requirements Section 17.60.040 A and B in that the additions shall meet city laws and ordinances; comply with City Policies, compliance with planning and engineering standards.

The proposed use or building will not be detrimental to the health, safety, peace, morals, comfort or general welfare of persons residing or working the neighborhood.

The proposed 490-square foot storage addition storage space and modified open patio area would not provide an intensification of land use as well as the open patio area. For instance, additional storage space would not result in an increase of the commercial sales area, and it would not generate additional parking spaces. The additional storage area would not generate additional customer demand. The approval of additional floor area as storage space, as opposed to a take-out kitchen, would not in of itself create an intensification of land use. For instance, additional storage space would not result in an increase of the commercial sales area, and it would not require any more parking spaces than what would otherwise already be required.

The addition when compliant with the conditions of approval the additional floor area for storage only would not create any new nonconforming setbacks.

Although the property is not being used consistent with the R-1 zoning, the proposed use, as conditioned, is deemed essential or desirable to the public convenience or welfare, and is in harmony with the various elements or objectives of the comprehensive general plan.

**Section 5.** Findings Regarding Site Development Permit. The City Council finds and determines that there is substantial evidence in the administrative record to support the Planning Commission determination that the Site Development Permit (SDP), is consistent with the requirements of the Municipal Code requirements applicable to the SDP. Additionally, the City

Council also independently finds and determines that there is substantial evidence in the entire administrative record that the SDP is consistent with the requirements of the Municipal Code requirements applicable to the SDP. 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 following findings:

- a. The SDP is in compliance with all applicable laws and ordinances;
- b. The SDP is in compliance with all applicable city policies duly adopted by a majority vote of the planning commission or the city council;
- c. The SDP is in conformance with the latest accepted planning and engineering standards covering the following area: site layout, building appearance and structural design, landscaping, water and sewer service and other utilities, surface drainage and erosion control, fire protection, access, traffic circulation and parking; and
- d. Under the circumstances of this particular case, the proposed use or buildings will not be detrimental to the health, safety, peace, morals, comfort or general welfare of persons residing or working in the neighborhood.

**Section 6.** Use as Take Out and Patio Inconsistent with Municipal Code. The City Council affirms the Planning Commission finding that Applicant's request to allow a 490-square foot addition for use as a take-out kitchen and the patio is denied as an impermissible expansion of a non-conforming use, is incompatible with the surrounding uses, and is prohibited by Arvin Municipal Code section 17.52.010(a) and (b). The City Council also independently finds Applicant's request to allow a 490-square foot addition for use as a take-out kitchen and the patio is an impermissible expansion of a non-conforming use, is incompatible with the surrounding uses, and is prohibited by Arvin Municipal Code section 17.52.010(a) and (b).

**Section 7.** Appeal 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 the CUP, including the CEQA for the project. As such, the appeal is denied in its entirety.

**Section 8.** Use Permit Approved. For all the foregoing reasons, and each of them, the City Council upholds the Planning Commission approval of Conditional Use Permit and Site Development Plan 2018-240LA, 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 and Site Development Plan 2018-240LA, subject to the same conditions as approved by the Planning Commission:

- a. At the street side yard setback, the proposed 490 square foot addition, including the open patio, may not encroach any closer to the property line than 10'-0" as is required by the city code;
- b. All walk-up service windows and outside countertops shall be removed prior to approval of Conditional Use Permit and Site Development Plan (SDP) 2018-240LA taking effect. The property shall not be used for take out dining or a take out kitchen.
- c. That the area shall be used for storage only in relationship to the existing store.
- d. All property owner(s) and business owners(s) shall submit affidavits of acceptance of the conditions of approval for this project prior to approval of Conditional Use Permit and Site Development Plan (SDP) 2018-240LA taking effect.
- e. Approval of the Site Development Plan shall be contingent upon approval of the Conditional Use Permit taking effect.
- f. Any business conducted on the premises shall maintain a business license and comply with the Arvin Municipal Code at all times.

**Section 9.** Future Entitlement(s). Nothing in this Resolution preclude the Applicant from immediately seeking other entitlements for the property, including a new or amended CUP for take out, as may be warranted and consist with the City's Municipal Code, policies and procedures.

**Section 10.** Effectiveness. This Resolution shall become effective immediately.

**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 2nd day of October, 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.

## City of Arvin - General Fund Revenue Analysis

Fiscal Year 2018-19 as of 08/31/18. % of year = 17

Report updated 09/24/18. dollars in thousands (\$000)

Category	Budget	YTD	Budget %
Administrative Cost Recovery	297	50	16.8%
Business License etc.	56	3	5.4%
Franchise Fees	445	22	4.9%
Grants	34	-	0.0%
Planning Department Fees	578	28	4.8%
Police Department Fees	38	6	15.8%
Property Tax Fees	256	6	2.3%
Rental of Facilities	54	9	16.7%
*Sales Tax - general	750	99	13.2%
*Sales Tax - Measure L	1,783	160	9.0%
**Vehicle License Fees/taxes	1,963	-	0.0%
One-Time Revenue	-	-	0.0%
<b>Total General Fund Revenue YTD</b>	<b>6,254</b>	<b>383</b>	<b>6.1%</b>

\* Sales tax is through July, not August.

\*\* Vehicle License Fees received in December and April.

City of Arvin - General Fund Expense Analysis  
 Fiscal Year 2018-19 as of 08/31/18. % of year = 17

Dollars in thousands (000)

Category	Budget	YTD	Budget %
Salaries and Benefits	4,244	592	13.9%
Kern County Fire Contract	531	89	16.8%
General City Expenses	401	39	9.7%
*Professional Service Contracts	165	63	38.2%
Maintenance	225	15	6.7%
Legal	246	66	26.8%
Information Technology	128	13	10.2%
Utilities	226	39	17.3%
<b>Total General Fund Expenses</b>	<b>6,166</b>	<b>916</b>	<b>14.9%</b>

\*Prof Serv Contracts: (\$63k year to date)

Planning/Engineering:

JAS Pacific - Planning 44

DeWalt - Engineering 19

Planning/Engineering total 63