



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

**TUESDAY JANUARY 22, 2019 5:00p.m.  
CITY HALL COUNCIL CHAMBERS  
200 CAMPUS DRIVE, ARVIN**

**CALL TO ORDER**

Mayor Jose Gurrola

**PLEDGE OF ALLEGIANCE**

**INVOCATION**

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**ROLL CALL**

Jose Gurrola	Mayor
Jazmin Robles	Councilmember
Gabriela Martinez	Councilmember
Olivia Trujillo	Councilmember
Mark S. Franetovich	Councilmember

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**STAFF**

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 Martinez \_\_\_\_ CM Trujillo \_\_\_\_ CM Franetovich \_\_\_\_ Mayor Gurrola \_\_\_\_

## 2. PUBLIC COMMENTS

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

## 3. PRESENTATION(S)

- A. Swearing In of New Police Officer, Vicente Medrano  
Cecilia Vela, City Clerk

## 4. CONSENT AGENDA ITEM(S)

- A. Approval of Demand Register(s) of December 01, 2018 – January 17, 2019.
- B. Approval of Payroll Register(s) of December 14, 2018; December 28, 2018; and January 11, 2019.
- C. Approval of the Minutes of the Regular Meeting(s) of December 04, 2018 and Special Meeting(s) of December 10, 2018.
- D. Approval of Appointment of Arturo Hinojosa to the Arvin Planning Commission. (Councilmember Trujillo)
- E. Approval of Reappointment of Gerardo Tinoco to the Arvin Planning Commission. (Councilmember Robles)
- F. Approval of A Resolution of the City Council of the City of Arvin Accepting the Work Completed by JT2 Inc. dba Todd Companies and Filing the Notice of Completion for the Sycamore Road Storm Drainage Improvement Project.
- G. Approval of Task Order No. 1901 Pursuant to Section 2.4 of the Professional Services Agreement Entered Into Between the City of Arvin and DeWalt Corporation Dated September 1, 2017 for Design, Bid Support, and Construction Management Services for the Arvin Urban Greening Grant Pathway Project.
- H. Approval of A Resolution of the City Council of the City of Arvin for the Acceptance of Improvements within the Public Right-of-Way within Tract 5816 Phase 12 and A Release of Bond Less 10% as a Security for Maintenance Purposes for a Period of One Year.
- I. Consideration and Approval of A Resolution of the City Council of the City of Arvin Authorizing A Task Order By and Between the City of Arvin and Veolia For A Wastewater Treatment Plant Facility Master Plan and Related Budget Transfers.

Staff recommends approval of the Consent Agenda.

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

Roll Call: CM Robles \_\_\_\_ CM Martinez \_\_\_\_ CM Trujillo \_\_\_\_ CM Franetovich \_\_\_\_ Mayor Gurrola \_\_\_\_

**5. PUBLIC HEARING(S)**

- A.** A Public Hearing to Consider Adoption of An Ordinance of the City Council of the City of Arvin Amending Appendix A to Chapter 1.24 to the Arvin Municipal Code Relating to the City's Conflict of Interest Code. (City Clerk)

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

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

Roll Call: CM Robles \_\_\_\_ CM Martinez \_\_\_\_ CM Trujillo \_\_\_\_ CM Franetovich \_\_\_\_ Mayor Gurrola \_\_\_\_

- B.** A Public Hearing to Consider the Application Design Phase for the 2018/2019 Funding Year of the State's Community Development Block Grant Program and Any Related Actions. (Grant Writer)

Staff recommends to open the hearing, allow for public testimony, and close the hearing. This is the second public meeting and outreach opportunity for public comments. A separate hearing will be held on February 12, 2019 to approve the final projects once they have been identified.

- C.** A Public Hearing to Consider Introduction of An Uncodified Ordinance of the City Council of the City of Arvin, Approving Development Agreement No. 2018-01 Between the City of Arvin and Aaron Coppelson, M.D., Inc. for the Development of Certain Commercial Cannabis Operations Located at 100 Sycamore Road, Arvin, California. (City Planner)

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

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

Roll Call: CM Robles \_\_\_\_ CM Martinez \_\_\_\_ CM Trujillo \_\_\_\_ CM Franetovich \_\_\_\_ Mayor Gurrola \_\_\_\_

- D. A Public Hearing to Consider Adoption of A Resolution of the City Council of the City of Arvin Amending the General Plan by Adopting an Updated Safety Element Consistent with the 2013-2023 Housing Element Work Programs, Including A Recommendation to Adopt an Exemption Pursuant California Environmental Quality Act Guidelines Section 15061(B)(3). (City Planner)

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

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

Roll Call: CM Robles \_\_\_\_ CM Martinez \_\_\_\_ CM Trujillo \_\_\_\_ CM Franetovich \_\_\_\_ Mayor Gurrola \_\_\_\_

## 6. ACTION ITEM(S)

- A. Consideration and Approval of Appointments of Councilmembers to Serve on Agency Boards/Committees. (City Clerk)

**Kern Council of Governments (KernCOG):** Appointment of One Alternate Board Member by the City Council. Mayor Gurrola currently serves as the Primary Board Member.

**City Selection Committee:** Appointment of One Alternate Member by Mayor Gurrola.

**San Joaquin Valley Air Pollution Control District Special City Selection Committee:** Appointment of One Primary member by the City Council. CM Robles currently serves as the alternate member.

Staff recommends that the Council nominate and appoint a councilmember to serve on each Board/Committee.

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

Roll Call: CM Robles \_\_\_\_ CM Martinez \_\_\_\_ CM Trujillo \_\_\_\_ CM Franetovich \_\_\_\_ Mayor Gurrola \_\_\_\_

## 7. SUCCESSOR AGENCY ITEM(S)

- A. Consideration and Approval of A Resolution of the Successor Agency to the Arvin Community Redevelopment Agency Appointing Financing Team in Connection With Refinancing Transaction, and Approving Related Documents and Actions. (Finance Director)

Staff recommends that the Successor Agency:

1. Approve the refunding proposal dated 11/22/18, submitted by Bill Fawell of W. J. Fawell Co., Public Finance to serve as municipal financial advisor to the City's Successor Agency for refinancing its 2005 and 2008 Bonds.

2. Approve the Resolution appointing the financing team, authorizing the refinancing of the Successor Agency's 2005 and 2008 Bonds and the execution of professional service agreements with W. J. Fawell Co., Public Finance as municipal financial advisor, Aleshire and Wynder as bond counsel, Jones Hall as disclosure counsel, HdL Coren & Cone as fiscal consultant and Alamo Capital as bond underwriter.

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

Roll Call: CM Robles \_\_\_\_ CM Martinez \_\_\_\_ CM Trujillo \_\_\_\_ CM Franetovich \_\_\_\_ Mayor Gurrola \_\_\_\_

- B.** Consideration and Approval of A Resolution of the Board of Directors of the Successor Agency to the Dissolved Arvin Community Redevelopment Agency, Approving and Adopting A Recognized Obligation Payment Schedule Covering the Period of July 01, 2019 Through June 30, 2020, Pursuant to Health and Safety Code Section 34177(r) and (m).

Staff recommends approval of the Resolution and to authorize Staff to submit report to the Kern County Oversight Board for approval.

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

Roll Call: AM Robles \_\_\_\_ AM Martinez \_\_\_\_ AM Trujillo \_\_\_\_ AM Franetovich \_\_\_\_ Chair Gurrola \_\_\_\_

## **8. ELECTION OF VICE MAYOR**

### **9. STAFF REPORTS**

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

## **10. COUNCIL MEMBER COMMENTS**

### **11. CLOSED SESSION ITEM(S)**

- A.** Conference with Legal Counsel: Anticipated Litigation (Pursuant to Government Code § 54956.9(d)(2)  
One Potential Case
- B.** Conference with Legal Counsel: Anticipated Litigation (Pursuant to Government Code § 54956.9(d)(4)  
One Potential Case
- C.** Conference with Legal Counsel – Existing Litigation (Pursuant to Government Code § 54956.9(d)(1)) Citizens for a Better Arvin v. City of Arvin and City Council (Real Party In Interest: Petro Lud, Inc.) Kern County Superior Court Case No. BCV-18- 102949-KCT

## 12. 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 January 17, 2019.

A handwritten signature in blue ink, appearing to read "Cecilia Vela", written over a horizontal line.

Cecilia Vela, City Clerk

**Edit List of Invoices - Summary**

DEMAND LIST 01.04.19

**4.A.a**

Date: 01/04/2019

Time: 3:22 pm

Page: 1

City of Arvin

Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
48448	ARVIN COMM SERVICES DIST		01/04/2019		01/04/2019	SVC. 11.20.18-12.18.18	
		CITY OF ARVIN	11.20.18-12.18.18				5,416.61
						Vendor Total:	5,416.61
48440	TERESA CONTRERAS		01/04/2019		01/04/2019	AIRBRAKES TRAINING 1.12.19	
48445	TERESA CONTRERAS		01/04/2019		01/04/2019	TRAINING-THE ORGANIZATION	
						TRAINING 4.29.19	101.68
							183.46
						Vendor Total:	285.14
48439	RITA CORRAL		01/04/2019		01/04/2019	AIRBRAKES TRAINING 1.12.19	
						AIRBRAKES TRAINING 1.12.19	101.68
						Vendor Total:	101.68
48446	DOLORES HUERTA FOUNDATION		01/04/2019		01/04/2019	VET'S HALL REIMBURSEMENT	
						RECEIPT REIMBURESEMENT#30255	350.00
						Vendor Total:	350.00
48443	HERNANDEZ, CARLOS		01/04/2019		01/04/2019	AIRBRAKES TRAINING 1.12.19	
						AIRBRAKES TRAINING 1.12.19	101.68
						Vendor Total:	101.68
48442	HERNANDEZ, LEONEL		01/04/2019		01/04/2019	AIRBRAKES TRAINING 1.12.19	
						AIRBRAKES TRAINING 1.12.19	101.68
						Vendor Total:	101.68
48449	OFFICE DEPOT		01/04/2019		12/18/2019	OFFICE SUPPLIES-POLICE DEPT.	
		248227478001					564.07
48450	OFFICE DEPOT		01/04/2019		12/18/2019	OFFICE SUPPLIES-POLICE DEPT.	
		248228397001					5.83
						Vendor Total:	569.90
48447	PG & E		01/04/2019		12/26/2018	A#9307046200-2 SVC 11.26-12.23	
						A#9307046200-2 12.26.18	1,185.80
						Vendor Total:	1,185.80
48441	CYNTHIA ROBLES		01/04/2019		01/04/2019	AIRBRAKES TRAINING 1.12.19	
						AIRBRAKES TRAINING 1.12.19	101.68
						Vendor Total:	101.68
48444	MISTY ROMAN		01/04/2019		01/04/2019	TRAINING-THE ORGANIZATION	
						TRAINING 3.6.19	203.76
						Vendor Total:	203.76

Total Invoices: 12

Grand Total:	8,417.93
Less Credit Memos:	0.00
Net Total:	8,417.93
Less Hand Check Total:	0.00
Outstanding Invoice Total:	8,417.93

Attachment: Demand Registers of Dec 1, 2018 - Jan 17, 2019 (Demand Registers of Dec 1, 2018 - Jan 17, 2019)

**Edit List of Invoices - Summary**

**4.A.a**

DEMAND LIST 12.06.2018

Date: 12/06/2018

Time: 5:15 pm

Page: 1

City of Arvin

Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
48230	ADOBE PLAZA REFUND		12/06/2018		12/06/2018	DEPOSIT REIMBURSEMENT	
		REIMBURSEMENT RECEIPT#31644					450.00
						Vendor Total:	450.00
48231	ALESHIRE & WYNDER, LLP		12/06/2018		12/06/2018	LEGAL SVCS. 11.1.18-11.15.18	
		LEGAL SVCS. 11.1.18-11.15.18					11,543.23
						Vendor Total:	11,543.23
48232	ALLSTATE		12/06/2018		12/06/2018	POST TAX NOVEMBER 2018	
		CASE#91936 POST TAX NOV 2018					245.58
						Vendor Total:	245.58
48233	ARBORPRO INC.		12/06/2018		12/06/2018	TREE PLANTING SVC. -CALFIRE	
		61211					37,000.00
						Vendor Total:	37,000.00
48229	ARVIN COMM SERVICES DIST		12/06/2018		12/06/2018	SVC. 10.23.18-11.20.18	
		CITY OF ARVIN10.23.18-11.20.18					7,040.68
						Vendor Total:	7,040.68
48234	BRIAN HANEY		12/06/2018		11/07/2018	INVESTIGATIVE CONSULTING 10/	
		INVESTIGATIVE CONSULTING 10/18					480.89
48235	BRIAN HANEY		12/06/2018		11/07/2018	INVESTIGATIVE CONSULTING 10/	
		INVESTIGATIVE CONSULTING 10.18					335.19
48236	BRIAN HANEY		12/06/2018		12/01/2018	INVESTIGATIVE CONSULTING 11/	
		INVESTIGATIVE CONSULTING 11/18					480.00
						Vendor Total:	1,296.08
48237	C & T AUTOMOTIVE, INC		12/06/2018		12/04/2018	MAINTENANCE FLEET#275	
		900025585					51.75
						Vendor Total:	51.75
48238	COMPLETE HARDWARE STORE & MORE		12/06/2018		12/06/2018	SIDEWALK PROJECT-DIGIORGIO	
		205558D					35.85
48239	COMPLETE HARDWARE STORE & MORE		12/06/2018		12/06/2018	SIDEWALK PROJECT-DIGIORGIO	
		205431D					93.24
48240	COMPLETE HARDWARE STORE & MORE		12/06/2018		12/06/2018	SIDEWALK PROJECT-DIGIORGIO	
		205471D					4.55
48241	COMPLETE HARDWARE STORE & MORE		12/06/2018		12/06/2018	PARKS MAINTENANCE SUPPLIES	
		205815D					2.79
48242	COMPLETE HARDWARE STORE & MORE		12/06/2018		12/06/2018	SUPPLIES-M&I	
		223106					11.36
48243	COMPLETE HARDWARE STORE & MORE		12/06/2018		12/06/2018	SUPPLIES-COMMUNITY CENTER	
		210657					7.75
48244	COMPLETE HARDWARE STORE & MORE		12/06/2018		12/06/2018	SUPPLIES-M&I DEPT.	
		210713					11.59
48245	COMPLETE HARDWARE STORE & MORE		12/06/2018		12/06/2018	SUPPLIES-COMMUNITY CENTER	
		213983					20.99
48246	COMPLETE HARDWARE STORE & MORE		12/06/2018		12/06/2018	SUPPLIES COMMUNITY CENTER	
		217393					36.78
						Vendor Total:	224.90
48247	COPOWER		12/06/2018		12/06/2018	CHIRO SVC. DECEMBER 2018	
		788455					152.11
						Vendor Total:	152.11
48248	COPWARE		12/06/2018		11/01/2018	CA. PEACE OFFICERS-LEGAL	
		84330					615.00
						Vendor Total:	615.00
48249	DIAMOND TECHNOLOGIES, INC		12/06/2018		12/06/2018	OFFICE 365 SVCS.	
		23073					824.00

Attachment: Demand Registers of Dec 1, 2018 - Jan 17, 2019 (Demand Registers of Dec 1, 2018 - Jan 17, 2019)

**Edit List of Invoices - Summary**

DEMAND LIST 12.06.2018

**4.A.a**

Date: 12/06/2018

Time: 5:15 pm

Page: 2

City of Arvin

Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount	
						Vendor Total:	824.00	
48250	DOG LICENSES		12/06/2018		12/06/2018	REIMBURSEMENT DOG LICENSE		
							90.00	
						Vendor Total:	90.00	
48251	JIM BURKE FORD		12/06/2018		12/06/2018	MAINTENANCE FLEET#281		
		172704C					78.49	
						Vendor Total:	78.49	
48252	JIM'S TOWING SERVICES		12/06/2018		12/06/2018	TOWING SVCS. FLEET 100		
		943378					150.00	
						Vendor Total:	150.00	
48253	JTS TRUCKING REPAIR		12/06/2018		11/06/2018	MAINTENANCE FLEET#207		
		226718					996.51	
48254	JTS TRUCKING REPAIR		12/06/2018		11/30/2018	MAINTENANCE FLEET#207		
		227972					522.00	
48255	JTS TRUCKING REPAIR		12/06/2018		12/06/2018	MAINTENANCE FLEET#211		
		225396					90.00	
48256	JTS TRUCKING REPAIR		12/06/2018		11/28/2018	MAINTENANCE FLEET#100		
		227799					112.50	
48257	JTS TRUCKING REPAIR		12/06/2018		11/29/2018	MAINTENANCE FLEET#211		
		227861					181.07	
						Vendor Total:	1,902.08	
48258	NAPA AUTO PARTS		12/06/2018		11/09/2018	SUPPLIES-POLICE DEPT.		
		613096					5.73	
						Vendor Total:	5.73	
48259	PG & E		12/06/2018		11/21/2018	SVC. 10.23.18-11.20.18		
		A#7368140966-7	11.21.18				104.52	
						Vendor Total:	104.52	
48260	PURCHASE POWER		12/06/2018		11/11/2018	POSTAGE SVCS.		
		8000-9000-0054-0157	11.11.18				1,024.00	
						Vendor Total:	1,024.00	
48262	SPARKLE TEXTILE RENTAL SERVICE		12/06/2018		12/06/2018	SVC OCTOBER 2018		
							1,249.27	
						Vendor Total:	1,249.27	
48261	SUN RIDGE SYSTEMS		12/06/2018		12/06/2018	RIMS 2018 CONFERENCE-TRAINII		
		5376					970.00	
						Vendor Total:	970.00	
48263	CECILIA VELA		12/06/2018		12/06/2018	PERDIEM/MILEAGE REIMBURSEM		
							507.64	
						Vendor Total:	507.64	
							Grand Total:	65,525.06
							Less Credit Memos:	0.00
							Net Total:	65,525.06
							Less Hand Check Total:	0.00
							Outstanding Invoice Total:	65,525.06
Total Invoices: 35								

Attachment: Demand Registers of Dec 1, 2018 - Jan 17, 2019 (Demand Registers of Dec 1, 2018 - Jan 17, 2019)

**Edit List of Invoices - Summary**

DEMAND LIST 12.17.2018

**4.A.a**

Date: 12/18/2018

Time: 5:01 pm

Page: 1

City of Arvin

Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
48264	ACC BUSINESS	18352982	12/13/2018		11/27/2018	INTERNET ACCESS A#1205939	997.75
						Vendor Total:	997.75
48276	ADVANCED PLUMBING	207933	12/18/2018		11/07/2018	PLUMBING SVC. VET'S HALL	336.96
						Vendor Total:	336.96
48265	ALL AMERICAN UNIFORMS	100	12/13/2018		11/26/2018	UNIFORM FOR NEW PD OFFICER	1,929.65
						Vendor Total:	1,929.65
48361	ARVIN TRUE VALUE	A117209	12/18/2018		11/29/2018	CHRISTMAS DECORATION	17.55
						Vendor Total:	17.55
48266	AT&T	12132861	12/17/2018		11/01/2018	A#9391059040	271.50
48267	AT&T	12270168	12/17/2018		12/01/2018	A#9391059040	271.50
48268	AT&T	12133092	12/17/2018		11/01/2018	A#9391060015 OCT. 2018	188.16
48269	AT&T	12270399	12/17/2018		12/01/2018	A#9391060015 NOV. 2018	188.20
48270	AT&T	12182746	12/17/2018		11/13/2018	A#9391033189	360.75
48271	AT&T	121840509	12/17/2018		11/13/2018	A#9391056024	531.79
						Vendor Total:	1,811.90
48272	ATLANTIC & PACIFIC DATA	1022-092-AP18 1 OF 4	12/17/2018		12/10/2018	PED & BIKE STUDY	1,839.60
48273	ATLANTIC & PACIFIC DATA	1022-092-AP18 2 OF 4	12/17/2018		12/10/2018	PED & BIKE STUDY	1,576.80
48274	ATLANTIC & PACIFIC DATA	1022-092-AP18 3 OF 4	12/17/2018		12/10/2018	PED & BIKE STUDY	498.75
48275	ATLANTIC & PACIFIC DATA	1022-092-AP18 4 OF 4	12/17/2018		12/10/2018	PED & BIKE STUDY	236.25
						Vendor Total:	4,151.40
48278	BAKERSFIELD CALIFORNIAN	1ARV05 2705338	12/18/2018		09/30/2018	LEGAL PUBLICATIONS SEP. 2018	2,115.35
						Vendor Total:	2,115.35
48277	BAKERSFIELD CALIFORNIAN	1ARV54 A#3237238 2019	12/18/2018		11/28/2018	12 MO. SUBSCRIPTION RENEWAL	175.10
						Vendor Total:	175.10
48279	BLACKBURN OIL COMPANY LLC		12/18/2018		11/30/2018	FUEL USAGE REPORT NOV. 2018	7,865.48
		FUEL USAGE REPORT NOV. 2018				Vendor Total:	7,865.48
48280	BROADLUX, INC	BR911732-49	12/18/2018		12/01/2018	O&M SERVICES JAN 2019	252.50
						Vendor Total:	252.50
48282	C & T AUTOMOTIVE, INC	900025584	12/18/2018		12/04/2018	MAINTENANCE FLEET#266	103.68
48283	C & T AUTOMOTIVE, INC	900025580	12/18/2018		12/04/2018	MAINTENANCE FLEET#271	51.75
48284	C & T AUTOMOTIVE, INC	900025538	12/18/2018		11/27/2018	MAINTENANCE FLEET#265	122.68

Attachment: Demand Registers of Dec 1, 2018 - Jan 17, 2019 (Demand Registers of Dec 1, 2018 - Jan 17, 2019)

**Edit List of Invoices - Summary**

DEMAND LIST 12.17.2018

**4.A.a**

Date: 12/18/2018

Time: 5:01 pm

Page: 2

City of Arvin

Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
48285	C & T AUTOMOTIVE, INC	900025578	12/18/2018		12/03/2018	MAINTENANCE FLEET#268	51.75
48286	C & T AUTOMOTIVE, INC	900025568	12/18/2018		12/03/2018	MAINTENANCE FLEET#320	51.75
48287	C & T AUTOMOTIVE, INC	900025591	12/18/2018		12/05/2018	MAINTENANCE FLEET#316	51.75
48288	C & T AUTOMOTIVE, INC	900025615	12/18/2018		12/10/2018	MAINTENANCE FLEET#315	51.75
48289	C & T AUTOMOTIVE, INC	900025617	12/18/2018		12/11/2018	MAINTENANCE FLEET#301	51.75
48290	C & T AUTOMOTIVE, INC	900025575	12/18/2018		12/03/2018	MAINTENANCE FLEET#317	51.75
						Vendor Total:	588.61
48281	CALIFORNIA ASSOCIATION FOR 2019-0132		12/18/2018		12/18/2018	2019 LOCAL OR REGIONAL GOV.	510.00
						Vendor Total:	510.00
48291	CALIFORNIA CHAMBER OF COMMERCE 5-POSTER 2019 CA LABOR LAW		12/18/2018		12/11/2018	2019 CA LABOR LAW POSTER	388.78
						Vendor Total:	388.78
48292	CARTWRIGHT WHEEL & BRAKE SVC 40965		12/18/2018		11/30/2018	MAINTENANCE FLEET#304	145.00
						Vendor Total:	145.00
48293	CENTRAL CALIF. ASSOC. PUBLIC COA UNION DUES 12.14.18		12/18/2018		12/18/2018	COA UNION DUES 12.14.18	705.31
						Vendor Total:	705.31
48294	CENTRAL VALLEY OCCUP. 00309124-00		12/18/2018		12/03/2018	PRE-PLACEMENT PHYSICAL EXA	267.00
						Vendor Total:	267.00
48295	CLARK PEST CONTROL A#01029035		12/18/2018		11/30/2018	PEST CONTROL SVC. COMM.DEV	72.00
48296	CLARK PEST CONTROL A#01070089		12/18/2018		11/30/2018	PEST CONTROL SVC. TRANSIT DI	72.00
48297	CLARK PEST CONTROL A#00963793		12/18/2018		11/30/2018	PEST CONTROL SVC. JAILSIDE	150.00
						Vendor Total:	294.00
48298	COMMUNICATION ENTERPRISES 1096988		12/18/2018		12/01/2018	LTR 450 PAMPA DISPATCH-TRANS	135.00
						Vendor Total:	135.00
48372	COPOWER 795435		12/18/2018		12/10/2018	CHIRO SVC. JAN. 2019	182.84
						Vendor Total:	182.84
48299	CORELOGIC SOLUTIONS, LLC 81929594		12/18/2018		11/30/2018	METROSCAN MONTHLY DUES 11/	137.50
						Vendor Total:	137.50
48306	DEPARTMENT OF JUSTICE 341178		12/18/2018		12/05/2018	FINGERPRINT SVC. NOV. 2018	488.00
						Vendor Total:	488.00
48300	DEWALT CORPORTATION 1086565		12/18/2018		11/08/2018	PARK & RIDE OCT. 2018	2,196.00
48301	DEWALT CORPORTATION 1086532		12/18/2018		11/07/2018	SYCAMORE PROJECT OCT. 2018	25,580.25

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Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
						Vendor Total:	27,776.25
48305	DIAMOND IT PREPAID USE	28-397 23134	12/18/2018		11/30/2018	PREPAID IT SERVICES 2018	50,000.00
						Vendor Total:	50,000.00
48302	DIAMOND TECHNOLOGIES, INC	23861462	12/18/2018		12/07/2018	DELL POWEREDGE SERVER/LICE	1,557.00
48303	DIAMOND TECHNOLOGIES, INC	23081	12/18/2018		11/30/2018	MITEL 3300 ANALOG-IT SVC.	674.09
48304	DIAMOND TECHNOLOGIES, INC	23217	12/18/2018		12/17/2018	PD ACCESS CONTROL RENEWAL	900.00
						Vendor Total:	3,131.09
48307	GENERAL OFFICE	13788	12/18/2018		12/03/2018	METER READING PD/COMM.DEV.	433.37
						Vendor Total:	433.37
48308	GOLDEN EMPIRE TOWING INC	436992	12/18/2018		11/28/2018	TOWING SVC. NOV. 2018	50.00
						Vendor Total:	50.00
48309	GRANITE CONSTRUCTION	1507412	12/18/2018		11/27/2018	POTHOLE MATERIALS-M&I DEPT.	596.35
48310	GRANITE CONSTRUCTION	1500719	12/18/2018		11/17/2018	POTHOLE MATERIALS-M&I DEPT.	544.10
						Vendor Total:	1,140.45
48311	HAAKER EQUIPMENT COMPANY	W52993	12/18/2018		11/09/2018	EL CROSSWIND J3292D-REPAIRS	1,612.00
						Vendor Total:	1,612.00
48312	HAINES & COMPANY, INC	450487	12/18/2018		12/03/2018	ANNUAL SUBSCRIPTION 2018	375.79
						Vendor Total:	375.79
48313	JTS TRUCKING REPAIR	228039	12/18/2018		12/04/2018	MAINTENANCE FLEET#205	576.62
48314	JTS TRUCKING REPAIR	228349	12/18/2018		12/11/2018	MAINTENANCE FLEET#110	991.33
48315	JTS TRUCKING REPAIR	228620	12/18/2018		12/17/2018	MAINTENANCE FLEET#205	323.10
						Vendor Total:	1,891.05
48316	KAISER PERMANENTE		12/18/2018		12/18/2018	MEDICAL INSURANCE SVC JAN 20	22,912.07
						Vendor Total:	22,912.07
48317	KERN RIVER POWER EQUIPMENT INC	87270	12/18/2018		12/05/2018	BLADES -LAWNMOWER #4/#2	219.21
						Vendor Total:	219.21
48318	FERNANDO LOPEZ		12/18/2018		12/10/2018	INTERPRETER SVC. 12.10.18	160.00
48319	FERNANDO LOPEZ		12/18/2018		12/07/2018	INTERPRETER 1.1.19-2.19.19	640.00
						Vendor Total:	800.00
48373	LOWE'S		12/18/2018		12/18/2018	SUPPLIES-M&I DEPT.	1.10
		A#9800 748917 6 12.2.18					

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						Vendor Total:	1.10
48320	MARY VALENTI, PH.D		12/18/2018		11/26/2018	PSYCHOLOGIST SCREENING	
		11.26	PSYCHOLOGIST SCREENING				400.00
						Vendor Total:	400.00
48321	MCE CONSULTANTS, INC.		12/18/2018		12/03/2018	REIMBURSEMENT OVERPAYMEN	
		RECEIPT#31953					94.02
						Vendor Total:	94.02
48322	MOUNTAINSIDE DISPOSAL		12/18/2018		12/18/2018	PROPERTY TAXES 12.13.18	
			PROPERTY TAXES 12.13.18				183,333.62
48323	MOUNTAINSIDE DISPOSAL		12/18/2018		12/18/2018	PROPERTY TAXES 12.6.18	
			PROPERTY TAXES 12.6.18				238,936.13
48324	MOUNTAINSIDE DISPOSAL		12/18/2018		11/30/2018	LANDFILL FEE NOV. 2018	
		522330					162.12
						Vendor Total:	422,431.87
48325	OFFICE DEPOT		12/18/2018		12/18/2018	OFFICE SUPPLIES-POLICE DEPT.	
		211100128001					318.11
						Vendor Total:	318.11
48371	O'REILLY AUTOMOTIVE, INC		12/18/2018		11/30/2018	MAINTENANCE FLEET#302	
		4451-386577					174.90
						Vendor Total:	174.90
48326	PACIFIC TIRE ARVIN		12/18/2018		12/11/2018	MAINTENANCE FLEET#203	
		22383					259.85
48327	PACIFIC TIRE ARVIN		12/18/2018		12/01/2018	MAINTENANCE FLEET#207	
		22120					155.42
48328	PACIFIC TIRE ARVIN		12/18/2018		11/27/2018	MAINTENANCE FLEET#BIG TRAIL	
		22072					61.65
						Vendor Total:	476.92
48329	PETTY CASH-ELSA CARDOSO-GUZMAN		12/18/2018		12/18/2018	REPLENISH PETTY CASH 12.17.18	
		REPLENISH PETTY CASH 12.17.18					134.09
						Vendor Total:	134.09
48330	PG & E		12/18/2018		11/27/2018	A#9307046200-2 5 OF 12	
		A#9307046200-2 11.27.18					1,147.69
48331	PG & E		12/18/2018		12/18/2018	ELECTRIC SVC. DEC. 2018	
		ELECTRIC SVC. DEC. 2018					12,338.96
						Vendor Total:	13,486.65
48332	PRIMETIME SIGNS INC.		12/18/2018		12/06/2018	TREES PLANTING PROJECT	
		4712					643.30
						Vendor Total:	643.30
48333	PROVOST & PRITCHARD		12/18/2018		11/27/2018	SYCAMORE PROJECT OCT. 2018	
		70843					1,780.00
48334	PROVOST & PRITCHARD		12/18/2018		12/10/2018	SYCAMORE PROJECT NOV. 2018	
		70953					157.50
48335	PROVOST & PRITCHARD		12/18/2018		12/07/2018	ARVIN SOI EXPANSION CODE AM	
		70926					5,950.00
						Vendor Total:	7,887.50
48338	QUAD KNOPF, INC		12/18/2018		11/19/2018	BEAR MTN. BLVD./DERBY HSIP	
		96193					1,035.70
48374	QUAD KNOPF, INC		12/18/2018		12/18/2018	BEAR MTN. & DERBY HSIP	
		94762					891.90
48375	QUAD KNOPF, INC		12/18/2018		12/18/2018	BEAR MTN. & DERBY HSIP	
		95803					2,515.94

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						Vendor Total:	4,443.54
48339	SAN JOAQUIN VALLEY APCD	S143082	12/18/2018		12/02/2018	19/20 ANNUAL PERMIT TO OPERA	40.00
						Vendor Total:	40.00
48340	SO. CAL. GAS CO.		12/18/2018		11/28/2018	SVC. 10.24.18-11.26.18	539.60
48341	SO. CAL. GAS CO.	A#085-832-2970-6	12/18/2018		12/06/2018	NATURAL GAS VEHICLE FUEL NO	26.09
						Vendor Total:	565.69
48342	SPARKLE TEXTILE RENTAL SERVICE	S0717102	12/18/2018		12/18/2018	UNIFORMS M&I DEPT.	137.50
48343	SPARKLE TEXTILE RENTAL SERVICE		12/18/2018		12/18/2018	UNIFORM SVC. NOV. 2018	1,291.48
						Vendor Total:	1,428.98
48344	SPECTRUM BUSINESS	064070101112618	12/18/2018		11/26/2018	A#0050640701-01 SVC DEC. 2018	274.28
48345	SPECTRUM BUSINESS	069794801112418	12/18/2018		11/24/2018	A#0050697948-01 SVC. DEC. 2018	104.33
						Vendor Total:	378.61
48346	STAPLES BUSINESS ADVANTAGE	7206822238-0-1	12/18/2018		11/02/2018	OFFICE SUPPLIES-COMM.DEV.DE	102.07
48347	STAPLES BUSINESS ADVANTAGE	720724989-0-1	12/18/2018		12/18/2018	OFFICE SUPPLIES-COMM.DEV.DE	76.24
48348	STAPLES BUSINESS ADVANTAGE	7207347092-0-1	12/18/2018		10/31/2018	OFFICE SUPPLIES-CITY HALL	303.14
48349	STAPLES BUSINESS ADVANTAGE	7207347092-0-2	12/18/2018		11/02/2018	OFFICE SUPPLIES-CITY HALL	7.13
48350	STAPLES BUSINESS ADVANTAGE	7206822238-0-2	12/18/2018		10/27/2018	OFFICE SUPPLIES-COMM.DEV.DE	24.13
48351	STAPLES BUSINESS ADVANTAGE	7208268882-0-1	12/18/2018		11/15/2018	OFFICE SUPPLIES-COMM.DEV.DE	84.95
48352	STAPLES BUSINESS ADVANTAGE	7207758070-0-1	12/18/2018		11/08/2018	OFFICE SUPPLIES-CITY HALL	114.72
48353	STAPLES BUSINESS ADVANTAGE	7207758070-0-2	12/18/2018		11/07/2018	OFFICE SUPPLIES-CITY HALL	162.32
48354	STAPLES BUSINESS ADVANTAGE	7207712396-0-1	12/18/2018		11/08/2018	OFFICE SUPPLIES-TRANSIT	398.04
48355	STAPLES BUSINESS ADVANTAGE	7207712396-0-2	12/18/2018		11/14/2018	OFFICE SUPPLIES-TRANSIT	32.44
48356	STAPLES BUSINESS ADVANTAGE	7207712396-0-3	12/18/2018		11/14/2018	OFFICE SUPPLIES-TRANSIT	59.53
48357	STAPLES BUSINESS ADVANTAGE	7207705823-0-1	12/18/2018		11/06/2018	OFFICE SUPPLIES-COMM.DEV.DE	117.74
						Vendor Total:	1,482.45
48359	TEL-TEC SECURITY SYSTEMS	644609	12/18/2018		12/01/2018	FIRE ALARM MONITORING -ADOE	55.00
						Vendor Total:	55.00
48336	THE PUN GROUP LLP	111856	12/18/2018		11/15/2018	COA YEAR END AUDIT JUNE 2017	20,000.00
48337	THE PUN GROUP LLP	111882	12/18/2018		11/30/2018	COA YEAR END AUDIT JUNE 2018	15,000.00
						Vendor Total:	35,000.00
48360	TRAFFIC MANAGEMENT, INC	463472	12/18/2018		11/02/2018	CAL-FIRE GRANT-PAINT TO MARK	90.09
						Vendor Total:	90.09

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48362	TYAK TIRES INC.	187410	12/18/2018		11/09/2018	MAINTENANCE FLEET#275	74.29
						Vendor Total:	74.29
48366	VANTAGE POINT TRANSFER AGENTS		12/18/2018		12/18/2018	457KLOAN/CONTRIBUTION 12.14.	257.95
						Vendor Total:	257.95
48363	CECILIA VELA		12/18/2018		12/18/2018	OFFICE SUPPLIES/PARKING 2018	75.74
						Vendor Total:	75.74
48364	VEOLIA WATER NA - MAINT-NOTE		12/18/2018		11/12/2018	O&M WASTEWATER TREATMENT	126,982.44
		90170785					
48365	VEOLIA WATER NA - MAINT-NOTE		12/18/2018		12/10/2018	O&M WASTEWATER TREATMENT	129,040.85
		90177185					
						Vendor Total:	256,023.29
48367	VERIZON WIRELESS 609123961-1		12/18/2018		11/25/2018	A#609123961-00001	471.03
		9819126737					
						Vendor Total:	471.03
48368	VERIZON WIRELESS 609123961-3		12/18/2018		11/25/2018	A#609123961-00003	646.17
		9819126738					
						Vendor Total:	646.17
48369	WELLS FARGO LEASE PMTS		12/18/2018		11/21/2018	LEASE COPIER 11.18.18-12.17.18	183.86
		5005549680					
48370	WELLS FARGO LEASE PMTS		12/18/2018		11/28/2018	LEASE COPIER 11.24.18-12.23.18	242.32
		5005572845					
						Vendor Total:	426.18
Grand Total:							881,344.43
Less Credit Memos:							0.00
Net Total:							881,344.43
Less Hand Check Total:							0.00
Outstanding Invoice Total:							881,344.43

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48377	AIRGAS WEST	9958222108	12/26/2018		11/30/2018	RENT CYL IND. LARGE ACETYLEN	70.35
						Vendor Total:	70.35
48429	ALL AMERICAN UNIFORMS	101	12/27/2018		12/20/2018	UNIFORM NEW POLICE OFFICER	763.58
						Vendor Total:	763.58
48431	AMERICAN BUSINESS MACHINES	427501	12/27/2018		12/20/2018	BASE RATE SVC 12.15.18-3.14.19	1,069.93
						Vendor Total:	1,069.93
48432	ARVIN POLICE OFFICERS		12/27/2018		12/27/2018	UNION DUES 12.14.18-12.28.18	480.00
						Vendor Total:	480.00
48423	ARVIN TRUE VALUE	A117793	12/26/2018		12/05/2018	IRRIGATION REPAIR-DIGIORGIO	22.77
						Vendor Total:	22.77
48380	AT&T MOBILITY	287251442687X11282018	12/26/2018		12/26/2018	M&I DEPT. CELLPHONE	138.13
						Vendor Total:	138.13
48378	AT&T	11630529	12/26/2018		12/26/2018	CALNET 3 A#9391033189	360.38
48379	AT&T	11632292	12/26/2018		12/26/2018	CALNET 3 A#9391056024	520.88
						Vendor Total:	881.26
48376	BANK OF AMERICA-LAIFI	12.20.18	12/26/2018		12/26/2018	TRANSFER FUNDS FROM BOFA	3,000,000.00
						Vendor Total:	3,000,000.00
48433	BLUE SHIELD OF CALIFORNIA	183480032764	12/27/2018		12/14/2018	MEDICAL INSURANCE JAN. 2019	16,142.96
						Vendor Total:	16,142.96
48434	BROADLUX, INC	BR911732-50	12/27/2018		12/26/2018	ANNUAL SUPPORT O&M SVC.	3,110.90
48435	BROADLUX, INC	BR911732-51	12/27/2018		12/26/2018	O&M SVC. CARDS	45.53
						Vendor Total:	3,156.43
48381	C & T AUTOMOTIVE, INC	900025635	12/26/2018		12/14/2018	MAINTENANCE FLEET#319	105.19
						Vendor Total:	105.19
48382	CARTWRIGHT WHEEL & BRAKE SVC	040965	12/26/2018		11/30/2018	MAINTENANCE FLEET#304	145.00
						Vendor Total:	145.00
48383	CENTRAL CALIF. ASSOC. PUBLIC		12/26/2018		11/30/2018	COA UNION DUES 11.30.18	676.49
48436	CENTRAL CALIF. ASSOC. PUBLIC		12/27/2018		12/27/2018	COA UNION DUES 12.28.18	728.48
						Vendor Total:	1,404.97
48430	CENTRAL VALLEY OCCUP.	00315779-00	12/27/2018		12/20/2018	PRE-PLACEMENT PE-POLICE	175.00

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						Vendor Total:	175.00
48384	CLEAN CUT LANDSCAPE MANAGEMENT		12/26/2018		11/30/2018	LANDSCAPE MAINTENANCE LLMI	
		1685					2,620.00
48385	CLEAN CUT LANDSCAPE MANAGEMENT		12/26/2018		11/30/2018	LANDSCAPE MAINTENANCE LLMI	
		1686					610.00
						Vendor Total:	3,230.00
48386	COMMUNICATION ENTERPRISES		12/26/2018		12/01/2018	450 PAMPA LTR DISPATCH M&I	
		1096989					165.00
						Vendor Total:	165.00
48387	COMPLETE HARDWARE STORE & MORE		12/26/2018		12/12/2018	SUPPLIES-M&I DEPT.	
		228016					29.21
48388	COMPLETE HARDWARE STORE & MORE		12/26/2018		12/05/2018	IRRIGATION SUPPLIES-PARKS	
		227176					141.13
						Vendor Total:	170.34
48389	DANIELS TIRE SERVICE		12/26/2018		11/29/2018	MAINTENANCE FLEET-M&I DEPT.	
		240115840					1,127.71
						Vendor Total:	1,127.71
48391	DEWALT CORPORTATION		12/26/2018		12/26/2018	SYCAMORE PROJECT 1713	
		1086494					22,970.50
48392	DEWALT CORPORTATION		12/26/2018		12/26/2018	VEOLIA WWTF CONCRETE SEP 2	
		1086493					1,425.00
48393	DEWALT CORPORTATION		12/26/2018		12/26/2018	VEOLIA WWTF CONCRETE MAY 2	
		1086261					3,902.27
48394	DEWALT CORPORTATION		12/26/2018		12/26/2018	PARK & RIDE SEP. 2018	
		1086492					12,350.00
48395	DEWALT CORPORTATION		12/26/2018		12/26/2018	DIGIORGIO SIDEWALK PROJECT	
		1086490					1,050.00
48396	DEWALT CORPORTATION		12/26/2018		12/26/2018	DIGIORGIO SIDEWALK PROJECT	
		1086262					2,565.00
48397	DEWALT CORPORTATION		12/26/2018		12/26/2018	ENGINEERING SVC. SEP. 2018	
		1086491					11,475.00
48398	DEWALT CORPORTATION		12/26/2018		12/26/2018	ENGINEERING SVC. OCT. 2018	
		1086563					9,205.00
						Vendor Total:	64,942.77
48399	FEDEX		12/26/2018		12/26/2018	FED EX SVC. 11.29.18	
		6-406-70529					50.04
48400	FEDEX		12/26/2018		12/26/2018	FEDEX SVC. NOV. 2018-DEC. 2018	
		6-407-18546					364.09
						Vendor Total:	414.13
48401	FIKTER, PERLA		12/26/2018		12/26/2018	2019 CSMFO ANNUAL CONFERENCE	
		2019 CSMFO ANNUAL CONFERENCE					378.80
						Vendor Total:	378.80
48437	GUARDIAN		12/27/2018		12/27/2018	BUNDLE INSURANCE JAN. 2019	
		GROUP ID:00473727 12.20.18					6,476.02
						Vendor Total:	6,476.02
48402	JT2 INC DBA TODD COMPANIES		12/26/2018		11/30/2018	SYCAMORE DRAINAGE PROJECT	
		9					191,924.63
						Vendor Total:	191,924.63
48403	JTS TRUCKING REPAIR		12/26/2018		12/04/2018	MAINTENANCE FLEET#205	
		2288040					1,003.67
48404	JTS TRUCKING REPAIR		12/26/2018		12/13/2018	MAINTENANCE FLEET#207	
		228493					141.72

Attachment: Demand Registers of Dec 1, 2018 - Jan 17, 2019 (Demand Registers of Dec 1, 2018 - Jan 17, 2019)

**Edit List of Invoices - Summary**

DEMAND LIST 12.26.2018

**4.A.a**

Date: 12/27/2018

Time: 12:43 pm

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City of Arvin

Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
48405	JTS TRUCKING REPAIR		12/26/2018		12/13/2018	MAINTENANCE FLEET#205	
		228494					141.72
48406	JTS TRUCKING REPAIR		12/26/2018		12/13/2018	MAINTENANCE FLEET#110	
		228495					141.72
48407	JTS TRUCKING REPAIR		12/26/2018		12/13/2018	MAINTENANCE FLEET#203	
		228496					141.72
48408	JTS TRUCKING REPAIR		12/26/2018		12/13/2018	MAINTENANCE FLEET#209	
		228497					141.72
48409	JTS TRUCKING REPAIR		12/26/2018		12/13/2018	MAINTENANCE FLEET#211	
		228498					141.72
48410	JTS TRUCKING REPAIR		12/26/2018		12/19/2018	SUPPLIES -TRANSIT	
		228747					188.80
						Vendor Total:	<u>2,042.79</u>
48428	KERN PLUMBING & BACKFLOW		12/27/2018		12/27/2018	IRRIGATION BACKFLOW-DIGIORC	
		7686R					1,290.68
						Vendor Total:	<u>1,290.68</u>
48411	MOUNTAINSIDE DISPOSAL		12/26/2018		12/10/2018	BIN RENT/ROLLOFF SVC. NOV.20	
		522934					753.44
						Vendor Total:	<u>753.44</u>
48412	O'REILLY AUTOMOTIVE, INC		12/26/2018		12/13/2018	MAINTENANCE FLEET#319	
		4451-388629					18.98
48413	O'REILLY AUTOMOTIVE, INC		12/26/2018		12/13/2018	MAINTENANCE FLEET#302	
		4451-388651					66.94
48415	O'REILLY AUTOMOTIVE, INC		12/26/2018		12/11/2018	MAINTENANCE FLEET#320	
		4451-388360					64.08
48416	O'REILLY AUTOMOTIVE, INC		12/26/2018		12/14/2018	MAINTENANCE FLEET#4	
		4451-388780					43.28
48417	O'REILLY AUTOMOTIVE, INC		12/26/2018		12/14/2018	MAINTENANCE FLEET#4	
		4451-388790					3.78
						Vendor Total:	<u>197.06</u>
48418	PACIFIC TIRE ARVIN		12/26/2018		12/19/2018	MAINTENANCE FLEET#110	
		22170					148.08
						Vendor Total:	<u>148.08</u>
48427	PG & E		12/27/2018		12/21/2018	SVC. 11.21.18-12.20.18	
		A#7368140966-7 12.21.18					110.71
						Vendor Total:	<u>110.71</u>
48420	PUBLIC WORKS COUNTY OF KERN		12/26/2018		12/26/2018	MUNI & STSW SVC. OCT. 2018	
		01-ARV 11.8.18					7,805.00
48421	PUBLIC WORKS COUNTY OF KERN		12/26/2018		12/26/2018	MUNI & STSW SVC. NOV. 2018	
		01-ARV 12.8.18					2,043.75
						Vendor Total:	<u>9,848.75</u>
48419	PURCHASE POWER		12/26/2018		12/11/2018	POSTAGE REFILL DEC. 2018	
		A#8000-9000-0054-0157 12.11.18					982.68
						Vendor Total:	<u>982.68</u>
48422	STAPLES BUSINESS ADVANTAGE		12/03/2018		12/03/2018	OFFICE SUPPLIES-TRANSIT DEP	
		7209126726-0-1					27.69
						Vendor Total:	<u>27.69</u>
48390	STATE OF CALIFORNIA		12/26/2018		12/26/2018	EMPLOYER TESTING PROGRAM	
		ARVIN TRANSIT 2018					45.00
						Vendor Total:	<u>45.00</u>
48424	TYLER TECHNOLOGIES, INC.		12/26/2018		12/26/2018	FUND BALANCE MAINTENANCE	
		025-244403					6,313.37

Attachment: Demand Registers of Dec 1, 2018 - Jan 17, 2019 (Demand Registers of Dec 1, 2018 - Jan 17, 2019)

**Edit List of Invoices - Summary**

**4.A.a**

DEMAND LIST 12.26.2018

Date: 12/27/2018

Time: 12:43 pm

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City of Arvin

Ref. No.	Vendor Name	Invoice No.	Posting Date	PONumber	Invoice Date	Invoice Description	Invoice Amount
Vendor Total:							6,313.37
48425	VANTAGE POINT TRANSFER AGENTS		12/26/2018		12/26/2018	457KLOAN/CONTRIBUTION 11.30.	
						457KLOAN/CONTRIBUTION 11.30.18	257.95
48438	VANTAGE POINT TRANSFER AGENTS		12/27/2018		12/27/2018	457KLOAN/CONTRIBUTION 12.28.	
						457KLOAN/CONTRIBUTION 12.28.18	257.95
Vendor Total:							515.90
48426	VERIZON WIRELESS A#642023305-1		12/26/2018		12/26/2018	WIRELESS SVC.10.29-11.28 TRAN	
						9819291087	120.18
Vendor Total:							120.18
Grand Total:							3,315,781.30
Less Credit Memos:							0.00
Net Total:							3,315,781.30
Less Hand Check Total:							0.00
Outstanding Invoice Total:							3,315,781.30
Total Invoices: 62							

Attachment: Demand Registers of Dec 1, 2018 - Jan 17, 2019 (Demand Registers of Dec 1, 2018 - Jan 17, 2019)

**Edit List of Invoices - Summary**

**4.A.a**

DEMAND LIST 01.17.19

Date: 01/17/2019

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City of Arvin

Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
48467	A1 BATTERY	67315	01/17/2019		12/21/2018	MAINTENANCE FLEET#271	50.55
						Vendor Total:	50.55
48466	ALLSTATE	CASE#91936	01/17/2019		01/17/2019	POST TAX DEC. 2018	217.43
		POST TAX 12/18				Vendor Total:	217.43
48465	OLAN R. ARMSTRONG		01/17/2019		01/17/2019	OFFICE SUPPLIES-POLICE DEPT.	49.31
		OFFICE SUPPLIES 1.10.19				Vendor Total:	49.31
48497	AT&T	00012336086	01/17/2019		12/13/2018	A#9391033189 SVC. 11.13-12.12	360.95
48498	AT&T	000012337849	01/17/2019		12/13/2018	A#9391056024 SVC. 11.13-12.12	526.75
						Vendor Total:	887.70
48462	BAKERSFIELD RUBBER STAMP	47277	01/17/2019		01/07/2019	OFFICE SUPPLIES-CITY HALL	57.94
						Vendor Total:	57.94
48456	BLACKBURN OIL COMPANY LLC		01/17/2019		12/31/2018	FUEL USAGE DEC. 2018	7,918.71
		FUEL USAGE DEC. 2018				Vendor Total:	7,918.71
48463	BRECKINRIDGE, RICHARD "JERRY"		01/17/2019		01/10/2019	2019 CM CONFERENCE FEB. 13-1	260.00
		2019 CM CONFERENCE FEB. 13-15				Vendor Total:	260.00
48453	C & T AUTOMOTIVE, INC	900025744	01/17/2019		01/11/2019	MAINTENANCE FLEET#274	51.75
48455	C & T AUTOMOTIVE, INC	900025745	01/17/2019		01/11/2019	MAINTENANCE FLEET#274	456.75
48478	C & T AUTOMOTIVE, INC	900025611	01/17/2019		12/10/2018	MAINTENANCE FLEET#274	235.62
						Vendor Total:	744.12
48468	CALIFORNIA CITY CLERK ASSOC.	202	01/17/2019		12/22/2018	ANNUAL MEMBERSHIP 2019	130.00
						Vendor Total:	130.00
48469	CENTRAL CALIF. ASSOC. PUBLIC		01/17/2019		01/11/2019	COA UNION DUES 1.11.19	728.48
		COA UNION DUES 1.11.19				Vendor Total:	728.48
48503	CLARK PEST CONTROL	A#01-01063519	01/17/2019		01/17/2019	PEST CONTROL-VET'S HALL	80.00
48504	CLARK PEST CONTROL	A#01-01075484	01/17/2019		01/17/2019	PEST CONTROL-COMM.DEPT.	100.00
48505	CLARK PEST CONTROL	A#01-01070089	01/17/2019		01/17/2019	PEST CONTROL-TRANSIT	72.00
		1.9.19				Vendor Total:	252.00
48487	COMMUNICATION ENTERPRISES	1097281	01/17/2019		01/02/2019	450 DISPATCH DEC. 2018-TRANSI	135.00
						Vendor Total:	135.00
48490	CORELOGIC SOLUTIONS, LLC	81936169	01/17/2019		12/31/2018	METROSCAN MONTHLY DUES 1	137.50

Attachment: Demand Registers of Dec 1, 2018 - Jan 17, 2019 (Demand Registers of Dec 1, 2018 - Jan 17, 2019)

**Edit List of Invoices - Summary**

DEMAND LIST 01.17.19

**4.A.a**

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City of Arvin

Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
						Vendor Total:	137.50
48454	DEPARTMENT OF JUSTICE	347034	01/17/2019		01/04/2019	FINGERPRINT DEC. 2018	160.00
						Vendor Total:	160.00
48452	DEWALT CORPORTATION	1086623	01/17/2019		12/07/2018	SYCAMORE PROJECT SVC. NOV.:	19,094.85
						Vendor Total:	19,094.85
48489	FORD MOTOR CREDIT COMPANY LLC	1476774 2	01/17/2019		01/02/2019	4-2017 FORD POLICE INTERCEPT	51,371.04
						Vendor Total:	51,371.04
48474	GALLS, LLC	011594519	01/17/2019		12/27/2018	SAFETY EQUIPMENT-POLICE DEF	819.68
48475	GALLS, LLC	011479652	01/17/2019		12/11/2018	SAFETY EQUIPMENT-POLICE DEF	142.87
						Vendor Total:	962.55
48480	GENERAL OFFICE	13888	01/17/2019		01/03/2019	METER READING SVC. 12.1-1.1	481.94
						Vendor Total:	481.94
48458	GOLDEN EMPIRE TOWING INC	439719	01/17/2019		01/08/2019	TOWING SVC. FLEET #274	50.00
48471	GOLDEN EMPIRE TOWING INC	60532	01/17/2019		12/10/2018	TOWING SVC. AP18-1771	647.50
						Vendor Total:	697.50
48481	GRIFFITH COMPANY	30825002	01/17/2019		01/17/2019	DIGIORGIO SIDEWALK PROJECT	5,511.30
						Vendor Total:	5,511.30
48457	HEREDIA CABLING SOLUTIONS, INC	2073	01/17/2019		12/07/2018	CAL COPS GRANT APD-002	1,921.84
						Vendor Total:	1,921.84
48451	JONES, JEFF	2019 CSMFO ANNUAL CONFERENCE	01/17/2019		01/17/2019	2019 CSMFO ANNUAL CONFEREN	524.76
						Vendor Total:	524.76
48485	JTS TRUCKING REPAIR	229501	01/17/2019		01/07/2019	MAINTENANCE FLEET#207	544.60
48491	JTS TRUCKING REPAIR	228826	01/17/2019		12/20/2018	MAINTENANCE FLEET#211	332.36
48492	JTS TRUCKING REPAIR	229184	01/17/2019		12/31/2018	MAINTENANCE FLEET#207	270.00
48493	JTS TRUCKING REPAIR	229322	01/17/2019		01/02/2019	MAINTENANCE FLEET#110	270.00
						Vendor Total:	1,416.96
48483	MARY VALENTI, PH.D	INCIDENT ASSESSMENT 12.21.18	01/17/2019		01/17/2019	INCIDENT ASSESSMENT 12.21.18	750.00
						Vendor Total:	750.00
48473	OC RUGGED LAPTOPS	3271605	01/17/2019		01/17/2019	TOUGHBOOK 19-POLICE DEPT	4,150.53
						Vendor Total:	4,150.53

Attachment: Demand Registers of Dec 1, 2018 - Jan 17, 2019 (Demand Registers of Dec 1, 2018 - Jan 17, 2019)

**Edit List of Invoices - Summary**

DEMAND LIST 01.17.19

**4.A.a**

Date: 01/17/2019

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City of Arvin

Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
48459	PG & E		01/17/2019		01/02/2019	A#8440977428-2 1.2.19	
		A#8440977428-2 1.2.19					340.62
48460	PG & E		01/17/2019		01/09/2019	A#8831924329-6 1.9.19	
		A#8831924329-6 1.9.19					19.72
48461	PG & E		01/17/2019		01/09/2019	A#4776920476-0 1.9.19	
		A#4776920476-0 1.9.19					50.52
						Vendor Total:	410.86
48506	ROTO-ROOTER PLUMBING		01/17/2019		12/07/2018	STORM DRAIN-SUMP	
		321459704					855.00
						Vendor Total:	855.00
48482	SKILLPATH NST SEMINARS		01/17/2019		01/17/2019	SEMINAR-ORGANIZATION SKILLS	
		11969136 & 11969137					398.00
						Vendor Total:	398.00
48494	SO. CAL. GAS CO.		01/17/2019		12/28/2018	SVC. 11.26.18-12.26.18	
		SVC. 11.26.18-12.26.18					1,325.65
						Vendor Total:	1,325.65
48495	SPECTRUM BUSINESS		01/17/2019		12/26/2018	A#0050640701-01 JAN. 2019	
		064070101122618					274.28
						Vendor Total:	274.28
48507	STAPLES BUSINESS ADVANTAGE		01/17/2019		12/06/2018	OFFICE SUPPLIES-TRANSIT DEP	
		7209126726-0-2					18.28
48508	STAPLES BUSINESS ADVANTAGE		01/17/2019		12/11/2018	OFFICE SUPPLIES-TRANSIT DEP	
		7209126726-0-3					19.43
48509	STAPLES BUSINESS ADVANTAGE		01/17/2019		12/06/2018	OFFICE SUPPLIES-FINANCE DEP	
		7208969914-0-1					302.18
48510	STAPLES BUSINESS ADVANTAGE		01/17/2019		12/17/2018	OFFICE SUPPLIES-POLICE DEPT.	
		7210011737-0-1					220.23
48511	STAPLES BUSINESS ADVANTAGE		01/17/2019		01/02/2019	OFFICE SUPPLIES-CITY HALL	
		7210689386-0-1					193.66
48512	STAPLES BUSINESS ADVANTAGE		01/17/2019		12/14/2018	OFFICE SUPPLIES-CITY HALL	
		7209957468-0-1					115.30
48513	STAPLES BUSINESS ADVANTAGE		01/17/2019		12/19/2018	OFFICE SUPPLIES-COM.DEV.DEP	
		7210186923-0-2					37.86
48514	STAPLES BUSINESS ADVANTAGE		01/17/2019		12/19/2018	OFFICE SUPPLIES-COM.DEV.DEP	
		7210186923-0-1					27.05
48515	STAPLES BUSINESS ADVANTAGE		01/17/2019		12/17/2018	OFFICE SUPPLIES-COM.DEV.DEP	
		7209999041-0-1					106.04
48516	STAPLES BUSINESS ADVANTAGE		01/17/2019		12/06/2018	OFFICE SUPPLIES-COM.DEV.DEP	
		7209128561-0-1					102.48
48517	STAPLES BUSINESS ADVANTAGE		01/17/2019		11/14/2018	OFFICE SUPPLIES-COM.DEV.DEP	
		7208172876-0-1					96.54
48518	STAPLES BUSINESS ADVANTAGE		01/17/2019		11/26/2018	OFFICE SUPPLIES-COM.DEV.DEP	
		7208659576-0-1					95.75
48519	STAPLES BUSINESS ADVANTAGE		01/17/2019		12/06/2018	OFFICE SUPPLIES-COM.DEV.DEP	
		7209138293-0-1					110.91
48520	STAPLES BUSINESS ADVANTAGE		01/17/2019		01/17/2019	OFFICE SUPPLIES-COM.DEV.DEP	
		7207240989-0-1					76.24
48521	STAPLES BUSINESS ADVANTAGE		01/17/2019		12/12/2018	OFFICE SUPPLIES-COM.DEV.DEP	
		7209761494-0-1					131.77
						Vendor Total:	1,653.72
48496	STATE WATER RESOURCES CONTROL		01/17/2019		12/12/2018	SYCAMORE RD DRAINAGE PROJ	
		SW-0162664					820.00
						Vendor Total:	820.00
48499	SUPPLYWORKS		01/17/2019		12/13/2018	CLEANING SUPPLIES-COA	
		469179790					10.44
48500	SUPPLYWORKS		01/17/2019		12/11/2018	CLEANING SUPPLIES-COA	
		468710454					2,482.97

Attachment: Demand Registers of Dec 1, 2018 - Jan 17, 2019 (Demand Registers of Dec 1, 2018 - Jan 17, 2019)

**Edit List of Invoices - Summary**

DEMAND LIST 01.17.19

**4.A.a**

Date: 01/17/2019

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City of Arvin

Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
48501	SUPPLYWORKS		01/17/2019		12/12/2018	CLEANING SUPPLIES-COA	
		468944988					715.95
48502	SUPPLYWORKS		01/17/2019		12/05/2018	CLEANING SUPPLIES-COA-CRED	
		467817011					-447.96
						Vendor Total:	2,761.40
48484	TAG-AMS, INC		01/17/2019		01/17/2019	ANNUAL RENEWAL FEE	
		2744403					388.95
						Vendor Total:	388.95
48522	TRAFFIC MANAGEMENT, INC		01/17/2019		12/11/2018	SUPPLIES-STREET REPAIR	
		471786					62.75
48523	TRAFFIC MANAGEMENT, INC		01/17/2019		12/11/2018	SUPPLIES-STREET REPAIR	
		471782					128.70
						Vendor Total:	191.45
48464	TRUJILLO, OLIVIA		01/17/2019		01/17/2019	NEW MAYORS & COUNCIL MEMBI	
		NEW MAYORS & COUNCIL MEMBERS					317.84
						Vendor Total:	317.84
48486	U.S. POSTAL SERVICE		01/17/2019		01/17/2019	12 MO. RENEWAL-PO BOX #156	
		2019 RENEWAL PO BOX 156					250.00
						Vendor Total:	250.00
48470	VANTAGE POINT TRANSFER AGENTS		01/17/2019		01/11/2019	457K LOAN/CONTRIBUTION 1.11.1	
		457K LOAN/CONTRIBUTION 1.11.19					257.95
						Vendor Total:	257.95
48476	VERIZON WIRELESS 609123961-1		01/17/2019		12/25/2018	CELLPHONES SVC. 11.26-12.25	
		9821056133					471.03
						Vendor Total:	471.03
48477	VERIZON WIRELESS 609123961-3		01/17/2019		12/25/2018	AIR CARDS SVC. 11.26-12.25	
		9821056134					646.17
						Vendor Total:	646.17
48488	VERIZON WIRELESS A#642023305-1		01/17/2019		12/28/2018	WIRELESS SVC. 11.29-12.28	
		9821222947					120.18
						Vendor Total:	120.18
48479	WELLS FARGO LEASE PMTS		01/17/2019		12/23/2018	A#603-0138128-000 POLICE DEPT	
		5005682760					183.86
						Vendor Total:	183.86

Total Invoices: 72

Grand Total:	110,386.31
Less Credit Memos:	-447.96
Net Total:	109,938.35
Less Hand Check Total:	0.00
Outstanding Invoice Total:	109,938.35

Attachment: Demand Registers of Dec 1, 2018 - Jan 17, 2019 (Demand Registers of Dec 1, 2018 - Jan 17, 2019)

**EARNINGS REPORT**

PAYROLL 12-14-2018

Emp. Code Desc.: CITY OF ARVIN  
 From 12/14/2018 to 12/14/20  
 City of Arvin

Date: 1/17/2019  
 Time: 14:06:59

Employee Name	Employee ID	15X	1X	1XFTO	25X	2X	3X	ADJ	ADLCO	Oth
		ADMLV	ALLOW	BERV	BNFT1	COMP	CTO	CTYWK	DEGRE	To
		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	PDADL						
<b>Grand Total:</b>	<b>Employee Count: 48</b>	0.00	20,562.27	0.00	0.00	1,999.72	0.00	0.00	0.00	0.0
		0.00	0.00	0.00	669.30	0.00	495.93	1,597.29	253.86	123,028.1
		166.95	327.24	331.15	0.00	0.00	0.00	1,494.16	0.00	
		1,959.61	835.20	0.00	253.13	0.00	0.00	0.00	0.00	
		300.00	565.33	0.00	79,761.49	399.00	0.00	744.80	0.00	
		0.00	2,790.87	0.00	0.00	0.00	27.62	0.00	0.00	
		90.78	0.00	0.00	481.97	0.00	0.00	3,194.60	0.00	
		0.00	1,613.30	2,112.60						

**COST REPORT**

PAYROLL 12-14-2018

Emp. Code Desc.: CITY OF ARVIN  
 From 12/14/2018 to 12/14/20  
 City of Arvin

Date: 1/17/2019  
 Time: 14:07:27

Employee Name	Employee ID	FUTA	MC	MC1	PER1E	PER2D	PER2E	PER2M	Oth	
		PER3E	PER5E	PER6E	PER9E	PERCP	PERS	PERS1	Tot	
		PERS3	PERS4	PERS5	PERS6	PERS8	PERS9	SS		
		SUTA						SS1		
<b>Grand Total:</b>	<b>Employee Count: 48</b>	0.00	0.00	1,429.39	511.69	0.00	701.89	0.00	940.78	0.0
		1,106.21	119.59	0.00	0.00	736.29	0.00	0.00	2,203.95	20,928.2
		2,077.83	0.00	0.00	1,802.43	879.38	0.00	5,995.15	2,423.65	
		0.00								

Attachment: Payroll Registers of Dec 14, 2018; Dec 28, 2018; and Jan 11, 2019 (Payroll Registers of Dec.

**EARNINGS REPORT**

PAYROLL 12-28-2018

Emp. Code Desc.: CITY OF ARVIN  
 From 12/28/2018 to 12/28/20  
 City of Arvin

Date: 1/17/2019  
 Time: 14:08:12

Employee Name	Employee ID	15X ADMLV DIFFL LONG PHALW SHOEA UNADV ADPAY	1X ALLOW FH MILIT POST SICK URCL SSWEP	1XFTO BERV FTO MISC PTO SRO URPEP PDADL	25X BNFT1 HLPER PBD REG STDBY VAC	2X COMP HOL PBD3 RETOT TRAIN VACCO	3X CTO HP1X PBDCO RETRO TUPGR VACTO	ADJ CTYWK INSUR PERE SCKCO UACL WRKCO	ADLCO DEGRE JURY PERS SEVR UAPEP STLMT	Oth Tot
<b>Grand Total:</b>	<b>Employee Count: 47</b>	0.00	17,167.92	0.00	0.00	0.00	0.00	0.00	0.00	0.0
		0.00	0.00	672.80	669.30	0.00	854.99	1,729.86	253.86	124,716.4
		264.60	0.00	484.60	0.00	4,720.76	6,473.08	1,494.16	773.64	
		1,916.86	0.00	0.00	831.70	383.40	0.00	0.00	0.00	
		300.00	565.33	0.00	73,212.67	0.00	0.00	0.00	0.00	
		0.00	1,933.08	0.00	0.00	0.00	34.05	0.00	0.00	
		90.78	0.00	0.00	897.59	0.00	0.00	4,172.28	0.00	
		0.00	752.70	4,066.40						

**COST REPORT**

PAYROLL 12-28-2018

Emp. Code Desc.: CITY OF ARVIN  
 From 12/28/2018 to 12/28/20  
 City of Arvin

Date: 1/17/2019  
 Time: 14:07:55

Employee Name	Employee ID	PER3E PERS3 SUTA	FUTA PER5E PERS4	MC PER6E PERS5	MC1 PER9E PERS6	PER1E PERCP PERS8	PER2D PERS PERS9	PER2E PERS1 SS	PER2M PERS2 SS1	Oth Tot
<b>Grand Total:</b>	<b>Employee Count: 47</b>	0.00	0.00	1,434.60	517.97	0.00	701.89	0.00	940.78	0.0
		1,453.90	119.74	0.00	0.00	736.29	0.00	0.00	2,273.63	22,414.3
		2,715.98	0.00	0.00	1,785.29	1,326.60	0.00	5,956.86	2,450.81	
		0.00								

Attachment: Payroll Registers of Dec 14, 2018; Dec 28, 2018; and Jan 11, 2019 (Payroll Registers of Dec.

**EARNINGS REPORT**

PAYROLL 01-11-2019

Emp. Code Desc.: CITY OF ARVIN  
 From 01/01/2019 to 01/11/20  
 City of Arvin

Date: 1/17/2019  
 Time: 14:08:43

Employee Name	Employee ID	15X	1X	1XFTO	25X	2X	3X	ADJ	ADLCO	Oth
		ADMLV	ALLOW	BERV	BNFT1	COMP	CTO	CTYWK	DEGRE	To
		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	PDADL						

Grand Total:	Employee Count: 49	0.00	14,481.59	0.00	0.00	163.62	0.00	0.00	0.00	0.0
		0.00	0.00	0.00	669.30	0.00	2,101.85	1,729.86	253.86	144,733.4
		232.05	0.00	581.52	0.00	14,219.04	19,224.56	1,494.16	107.45	
		1,959.61	0.00	835.20	114.30	162.00	0.00	0.00	0.00	
		300.00	565.33	0.00	62,351.52	0.00	221.54	0.00	0.00	
		0.00	690.02	0.00	0.00	0.00	46.82	2,800.00	2,800.00	
		90.78	0.00	0.00	7,988.42	0.00	0.00	3,459.74	0.00	
		0.00	1,022.90	4,066.40						

**COST REPORT**

PAYROLL 01-11-2019

Emp. Code Desc.: CITY OF ARVIN  
 From 01/01/2019 to 01/11/20  
 City of Arvin

Date: 1/17/2019  
 Time: 14:08:58

Employee Name	Employee ID	PER3E	FUTA	MC	MC1	PER1E	PER2D	PER2E	PER2M	Oth
		PERS3	PER5E	PER6E	PER9E	PERCP	PERS	PERS1	PERS2	To
		SUTA	PERS4	PERS5	PERS6	PERS8	PERS9	SS	SS1	

Grand Total:	Employee Count: 49	0.00	0.00	1,664.76	656.96	0.00	701.89	0.00	940.78	0.0
		2,192.32	120.05	0.00	0.00	736.29	0.00	0.00	2,474.09	27,382.7
		4,126.66	0.00	0.00	1,827.15	1,894.90	0.00	7,001.25	3,045.68	
		0.00								

Attachment: Payroll Registers of Dec 14, 2018; Dec 28, 2018; and Jan 11, 2019 (Payroll Registers of Dec.

## REGULAR MEETING MINUTES

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

DECEMBER 04, 2018

CALL TO ORDER @ 6:00PM

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL: All present.

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

**Motion to approve Agenda with the removal of Public Hearing Item 4C and continue the hearing to a future Council meeting date.**

Motion Mayor Gurrola      Second MPT Ortiz      Vote 5-0

#### 2. PUBLIC COMMENTS

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

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

- A. Approval of Demand Register(s) of November 03, 2018 – November 30, 2018.
- B. Approval of Payroll Register(s) of November 16, 2018 and November 30, 2018.
- C. Approval of the Minutes of the Regular Meeting(s) of November 06, 2018.
- D. Approval of A Resolution of the City Council of the City of Arvin Accepting the Work Completed by Griffith Company and Filing the Notice of Completion for the DiGiorgio Sidewalk Project.

#### **Resolution No. 2018-75**

- E. Approval of A Resolution of the City Council of the City of Arvin Amending Agreement No. 06-1680, Dated June 29, 2018, Between the City of Arvin and the California Department of Transportation Defining the Terms and Conditions for Installing Traffic Signals in the City of Arvin 0.2 Miles West of Derby Street to King Street.

#### **Resolution No. 2018-76 Agreement No. 2018-29**

- F. Approval of A Resolution of the City Council of the City of Arvin Authorization the City Staff to Submit an Application to the Department of Resources Recycling and Recovery (CalRecycle) for Payment Programs and Authorizing Related Actions.

**Resolution No. 2018-77**

- G. Approval of A Resolution of the City Council of the City of Arvin Authorizing the Submittal of Applications to the Department of Resources Recycling and Recovery (CalRecycle) for all CalRecycle Grants and Authorizing Related Actions.

**Resolution No. 2018-78**

- H. Accept Aleshire & Wynder, LLP, Charitable Donation of \$500 for the benefit of the Arvin Historical Society. (Mayor Jose Gurrola)

**Above Consent Agenda Item 3H pulled for discussion.**

Staff recommends approval of the Consent Agenda.

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

Motion Mayor Gurrola      Second MPT Ortiz      Vote 5-0

**Motion to approve Consent Agenda Item 3H.**

Motion MPT Ortiz      Second CM Madrigal      Vote 5-0

**4. PUBLIC HEARING(S)**

- A. A Public Hearing to Consider the Application Design Phase for the 2018/2019 Funding Year of the State's Community Development Block Grant Program and Any Related Actions. (Grant Writer)

Staff recommends to open the hearing, allow for public testimony, and close the hearing. A second hearing will be held in early January 2019 to approve the final projects once they have been identified.

**Hearing opened.**

**Public Testimony Received:**

- 1) Arvin Resident Sal Partida made a request to develop Orange St. located adjacent to the St. Thomas Church from Tejon to St. Thomas St. due to issues with mud when it rains and with dust when it is hot.
- 2) Tom Lingo, Representing Arvin OZ, LLC and Alvarez – Esposo Medical Center and Valley Medical Urgent Care: Mr. Lingo indicated their company is currently in escrow and proposing converting an old church building into an approximate 3,500 sq. ft. medical facility and a 4,000 sq. ft. urgent care facility on the southwest corner of Monroe and Bear Mtn. Blvd. Realizes that urgent care facilities are of dire need in Arvin. Proposing three (3) different grants for application: One for furniture, fixtures, and equipment; second one for services; and third for streets, curbs and gutters as a requirement at the location. Also

requested 2 transportation bus stops. Hoping to bring this disadvantaged community up to par by providing a wide range of services and a pharmacy.  
3) Carlos Alvarez, Representing Arvin OZ, LLC and Alvarez – Esposo Medical Center and Valley Medical Urgent Care: Mr. Alvarez was previously approached by someone in Arin requested an urgent care as there is no medical care after 5pm or on the weekends. The need is there.  
Hearing closed.

**No motion and no action taken for Public Hearing Item 4A.**

**B.** 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; item was further continued at the meeting of October 2, 2018 and meeting of November 6, 2018)* (City Planner)

Staff recommends approval of the Resolution.

**Motion to approve the Resolution.**

Motion MPT Ortiz                      Second CM Madrigal                      Vote 2-1 (CM Madrigal voted No.)

**Point of order by CM Madrigal. Motion to approve to reconsider amending the vote.**

Motion CM Madrigal                      Second Mayor Gurrola                      Vote 3-0

**Motion to approve the Resolution.**

Motion Mayor Gurrola                      Second CM Madrigal                      Vote 3-0

**Resolution No. 2018-79**

**C.** A Public Hearing to Consider and Approve 1) A Resolution of the City Council of the City of Arvin Approving General Plan Amendment 2013-01-Ariston Project; 2) Introduction of An Ordinance Of The City Of Arvin, California, Amending The Official Zoning Map, Heretofore Adopted By Section 17.06.020 Of The Arvin Municipal Code, Being The Zoning Ordinance of the City Of Arvin, for Zone Change 2013-01 (Ariston); and 3) Adoption of a Mitigated Negative Declaration and Mitigation Monitoring Reporting and Applicable Program for GPA 2013-01 and ZC 2013-01 for the Ariston Project. (City Planner)

Staff recommends to open the hearing, allow for public testimony, close the hearing and consider the following:

1. Approve the Resolution.
2. Introduce the Ordinance to be read by title only, open the hearing, allow for public testimony, close the hearing, waive first reading of the Ordinance, and approve the introduction of the Ordinance; and
3. Adopt the Mitigated Negative Declaration and Mitigation Monitoring Reporting and Applicable Programs for GPA 2013-01 and ZC 2013-01 for the Ariston Project.

**Above Public Hearing Item 4C removed from the agenda.**

- D.** A Public Hearing to Consider an Introduction of An Ordinance of the City Council of the City of Arvin Amending Appendix A to Chapter 1.24 to the Arvin Municipal Code Relating to the City's Conflict of Interest Code. (City Clerk)

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

**Hearing opened.**

**No public testimony.**

**Hearing closed.**

**Motion to waive first reading to be read by title only and approve the introduction of the Ordinance.**

Motion Mayor Gurrola      Second CM Robles      Vote 5-0

**5. STAFF REPORTS**

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

**6. COUNCIL MEMBER COMMENTS**

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

- A.** Conference with Labor Negotiators (Pursuant to Government Code §54957.6)  
City Negotiator: Pawan Gill, Director of Administrative Services  
Organizations: Arvin Police Officers Association (APOA) and Service Employees International Union (SEIU) Local 521
- B.** Conference with Legal Counsel: Anticipated Litigation (Pursuant to Government Code § 54956.9(d)(4)  
One Potential Case
- C.** Conference with Legal Counsel – Existing Litigation (Pursuant to Government Code § 54956.9(d)(1)) Citizens for a Better Arvin v. City of Arvin and City Council (Real Party In Interest: Petro Lud, Inc.) Kern County Superior Court Case No. BCV-18- 102949-KCT

D. Public Employee – Appointment (Pursuant to Government Code §54957)  
Position – Chief of Police

**CLOSED SESSION REPORT BY CITY ATTORNEY:  
No reportable action.**

**8. ADJOURNED @ 7:27pm**

Respectfully Submitted,

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Cecilia Vela, City Clerk

**DRAFT**

## SPECIAL MEETING MINUTES

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

DECEMBER 10, 2018

**CALL TO ORDER @ 5:02PM**

**PLEDGE OF ALLEGIANCE**

**INVOCATION**

**ROLL CALL: MPT Ortiz absent; All others present.**

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

**Motion to approve Agenda.**

Motion CM Madrigal      Second CM Martinez      Vote 4-0

#### 2. PUBLIC COMMENTS

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

**NONE**

#### 3. SUCCESSOR AGENCY ITEM(S)

**A.** Consideration and Approval of the Recognized Obligation Payment Schedule (ROPS) 19-20 for the Period of July 01, 2019 to June 30, 2020 and Authorize Staff to Submit Report to the Kern County Oversight Board for Approval. (Finance Director)

Staff recommends approval of the ROPS 19-20 for the Period of July 01, 2019 to June 30, 2020 and Authorize Staff to Submit Report to the Kern County Oversight Board for Approval.

**Motion to approve the Recognized Obligation Payment Schedule (ROPS) 19-20 for the Period of July 01, 2019 to June 30, 2020 and Authorize Staff to Submit Report to the Kern County Oversight Board for Approval.**

Motion CM Madrigal      Second CM Robles      Vote 4-0

**4. ACTION ITEM(S)**

- A.** Consideration and Approval of A Resolution of the City Council of the City of Arvin Accepting City Clerk's Certification of Canvass of Results, Declaring the Results of the General Municipal Election for the Election of Three Councilmembers (Full-Term), and Utility Users Tax Measure "L" and Commercial Cannabis Tax Measure "M" Held in the City of Arvin on the 06<sup>th</sup> Day of November, 2018. (City Clerk)

Staff recommends approval of the Resolution.

**Motion to approve the Resolution of the City Council of the City of Arvin Accepting City Clerk's Certification of Canvass of Results, Declaring the Results of the General Municipal Election for the Election of Three Councilmembers (Full-Term), and Utility Users Tax Measure "L" and Commercial Cannabis Tax Measure "M" Held in the City of Arvin on the 06<sup>th</sup> Day of November, 2018.**

Motion CM Madrigal      Second CM Robles      Vote 4-0

**Resolution No. 2018-80**

**Councilmember Olivia Trujillo and Councilmember Mark S. Franetovich were sworn into office.**

- B.** Consideration and Approval of A Resolution of the City Council of the City of Arvin Setting Forth the Meeting Dates and City Holidays for Calendar Year 2019. (City Clerk)

Staff recommends approval of the Resolution.

**Motion to approve the Resolution of the City Council of the City of Arvin Setting Forth the Meeting Dates and City Holidays for Calendar Year 2019.**

Motion Mayor Gurrola      Second CM Martinez      Vote 4-1 (CM Franetovich voted No.)

**Resolution No. 2018-81**

**5. STAFF REPORTS**

- A.** Impact Fee Report FY 2017-2018 Per Government Code §66000 et seq (Finance Director)

**6. ADJOURNED @ 5:30pm**

Respectfully submitted,

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



## CITY OF ARVIN Staff Report

Meeting Date: January 22, 2019

**TO:** City Council

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

**SUBJECT:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN, CALIFORNIA, ACCEPTING THE WORK COMPLETED BY JT2 INC. DBA TODD COMPANIES AND FILING THE NOTICE OF COMPLETION FOR THE SYCAMORE ROAD STORM DRAINAGE IMPROVEMENT PROJECT

### **BACKGROUND:**

In 2014 the Kern Water Bank Authority awarded the City of Arvin a Proposition 84 Integrated Regional Water Management Grant. The selected project included new storm drain facilities along Sycamore Road west of Meyer Street along Sycamore westerly to the intersection of Sycamore and Comanche Drive where the new underground facilities route southerly to a proposed new drainage basin near the existing City of Arvin Wastewater Treatment Facility.

This project was designed by and the grant is being administered by Provost & Pritchard. It was issued for bid in September of 2016, and all bids were rejected as they all exceeded the project budget. The project was then re-engineered, and issued for bid a second time in April of 2017. As a result of the second bid, Todd Companies was awarded the construction contract at the May 16th of 2017 council meeting. After delays related to contractor schedules and material availability, the Contractor was given a notice to proceed with work on February 22, 2018 with a ground breaking occurring on February 27, 2018. Construction progress was considered to be substantially complete on October 30, 2018 with minor punchlist work occurring between that time and December 3, 2018. Since that time, the City Engineer has been working with the Contractor, Grant Manager, Department of Water Resources, and the City to close this project out.

Todd Companies was awarded this project with a total bid of \$2,873,472.68 with a 10% contingency budget of \$287,347.27 being established to cover any additional costs which may be incurred. Through the course of the project, 12 change orders were executed for a total additional cost of \$255,633.33, and the final contract amount for Todd Companies was \$3,129,106.01.

The City Engineer, who also acted as the construction manager for this project, has inspected the work performed throughout the project as well as since construction activities have wrapped up, and believes that the work has been satisfactorily performed in accordance with the plans and specifications for the project. The Contractor has also provided a certificate of warranty which warrants all work for a period of up to one year which is to begin from when the City Council approves a resolution to accept the work as being complete.

Following the Council action, additional efforts will be made by the City Engineer, Provost & Pritchard, and the City Finance Department in order to be completely reimbursed for money paid to the Contractor, Provost & Pritchard, and DeWalt for this project.

**FINANCIAL IMPACT:**

No long-term financial impact to the City of Arvin. This project is 100% funded by the Prop 84 funds. The City has had to incur temporary costs throughout this project in order to pay the Contractor, Provost & Pritchard, and DeWalt. All such payments are to be reimbursed to the City after an application process is completed with the DWR and Kern Water Bank. At this time, it is anticipated that the City should be completely reimbursed for this project by the end of March of 2019.

## RESOLUTION

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN, CALIFORNIA, ACCEPTING THE WORK COMPLETED BY JT2 INC. DBA TODD COMPANIES AND FILING THE NOTICE OF COMPLETION FOR THE SYCAMORE ROAD STORM DRAINAGE IMPROVEMENT PROJECT**

**WHEREAS**, the City of Arvin was awarded funds by the Kern Water Bank Authority for the construction of new underground storm drain lines between Smothermon Park southward along Meyer Street, Westward along Sycamore Road, and southward along Comanche Drive to a new drainage basin south-west of the intersection of Comanche Drive and El Camino Real; and

**WHEREAS**, the project was designed by and the grant was administered by Provost & Pritchard; and

**WHEREAS**, the project was issued for bid twice in 2016 and 2017; and

**WHEREAS**, following the April of 2017 bid, JT2 Inc. dba Todd Companies was determined to be the winning bidder with a total bid of \$2,873,472.68; and

**WHEREAS**, JT2 Inc. dba Todd Companies was awarded the project at the May 16, 2017 City Council meeting with a 10% contingency budget of \$287,347.27 being established to be used, as needed during construction; and

**WHEREAS**, a notice to proceed was provided to JT2 Inc. dba Todd Companies on February 22, 2018 and ground was broken on February 27, 2018 ; and

**WHEREAS**, work was substantially completed on October 30, 2018 with minor punchlist work continuing through December 3, 2018; and

**WHEREAS**, 12 change orders were executed during the project for a total additional cost of \$255,633.33 which is below the total contingency budget established for the project; and

**WHEREAS**, the final contract amount for JT2 Inc. dba Todd Companies is \$3,129,106.01; and

**WHEREAS**, the City Engineer has inspected the work completed by the Contractor and believes that the work has been satisfactorily performed in accordance with the plans and specifications for the project.; 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 for a period of one year; 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 Sycamore Road Storm Drainage Improvement Project as complete.

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

1. The City Council accepts the work performed by performed JT2 Inc dba Todd Companies for the Sycamore Road Storm Drainage Improvement Project as complete.
2. The City Council approves the final contract amount of \$3,129,106.01.
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 JT2 Inc dba Todd Companies 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 22nd day of January, 2019 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.

# TODD COMPANIES

CSLN 788798, C36, A, C21, D6

P.O. Box 6820  
Visalia, CA 93290  
Ph. # (559) 651-5820  
Fax # (559) 651-5830

DATE: 11/16/18

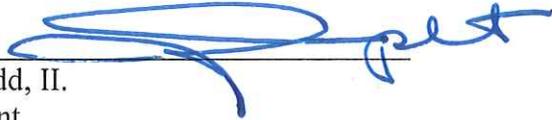
TO: Dewalt Corp.  
1930 22<sup>nd</sup> St.  
Bakersfield, CA 93301  
ATTN: Adam Ojeda

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 for the following project:

## 17-077 Sycamore Road Storm Drainage Improvement Project

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 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. This Guarantee and Warranty shall not apply to work, which has been abused, neglected, or altered by others.

Upon WRITTEN notification of defective or improperly installed items covered under the Contractor's warranty, the Contractor agrees to "man the job" with (10) TEN DAYS of receiving written notice to perform necessary repairs.

  
\_\_\_\_\_  
Jim Todd, II.  
President

**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** December 3, 2018

8. The work of improvement completed is described as follows: Sycamore Road Storm Drainage Improvement Project

9. The **NAME OF THE ORIGINAL CONTRACTOR**, if any, for such work of improvement is: JT2 Inc. dba Todd Companies

10. The street address of said property is: Portions of Comanche Drive, Sycamore Road, and Meyer Street

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 new underground storm drain pipes between Smothermon Park and a new drainage basin south-west of the intersection of Comanche Drive and El Camino Real.

\_\_\_\_\_  
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

Attachment: Notice of Completion - Sycamore Road Storm Drainage Improvement Project



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

Meeting Date: January 22, 2019

**TO:** City Council

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

**SUBJECT:** Approval of Task Order No. 1901 Pursuant to Section 2.4 of the Professional Services Agreement Entered Into Between the City of Arvin and DeWalt Corporation Dated September 1, 2017 for Design, Bid Support, and Construction Management Services for the Arvin Urban Greening Grant Pathway Project

**BACKGROUND:**

The City of Arvin has been awarded grant funding from the California Natural Resources Agency for the construction of a 0.15 mile tree lined pedestrian and bike path connecting the Western terminus of 4th Street to the entrance of the recently constructed Garden in the Sun Park at what will be the future intersection of 4th Street and Walnut Avenue. The Grant also will fund the creation of a small pocket park at the North-East corner of the intersection. Total funding awarded is \$527,447.00.

The City is in need of engineering design, bid support, and construction management services for this project. DeWalt Corporation proposes to provide these services with the aid of several sub-consultants. The design of the project will consider the eventual future extension of 4th Street to a new terminus at the entrance of Garden in the Sun Park.

**FINANCIAL IMPACT:**

It is anticipated that the Urban Greening Grant will fund this task order completely, and no financial impact is expected to be seen by the City. The total cost of DeWalt's services shall be up to \$116,700.00.

**RECOMMENDATION:**

Staff recommends the approval of Task Order No. 1901

**ATTACHMENTS:**

Task Order

Exhibit A  
Financial Spreadsheet

TASK ORDER NO. 1901

**DATE OF REQUEST:** January 22, 2019

**CITY PROJECT COORDINATOR:** DeWalt Corporation.

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

1. Project Description and Location:

Engineering Design and Construction Management Services for the proposed Urban Greening Grant Pathways project generally located between the current terminus of 4<sup>th</sup> Street and Garden in the Sun Park. See attachment A for detailed project description.

2. Scope of Service Required:

Preliminary and complete engineering design, bid phase support, and construction management services sufficient for the project to be constructed and closed out. See attachment A for detailed scope information.

3. Expected Results and Deliverables:

The successful design of the proposed Urban Greening Grant Pathways Project. Deliverables will be preliminary and final design drawings, and regular construction related documents such as pay applications, change orders, and project closeout documents at the conclusion of construction. See attachment A for detailed information.

4. Period of Performance (Time Frame):

The period of performance is variable. However, see Attachment A for a detailed description of the schedule.

5. Project Schedule:

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

**NOTICE to CONTRACTOR:** Pursuant to Section 2.4 of Agreement, after City delivers draft Task Order to the Contractor, Contractor shall return draft Task Order within ten (10) calendar days with a Cost Estimate. **DWC proposed cost: Time and Materials not to Exceed \$116,700.00 in accordance with the rate schedule under the approved contract. This budget may be reviewed periodically by the City and adjusted as needed to accommodate the needs of the City.**

**Approved by:** \_\_\_\_\_  
Jerry Breckinridge, City Manager

\_\_\_\_\_  
Date

## **EXHIBIT A**

### **SCOPE OF SERVICES – ARVIN URBAN GREENING GRANT PATHWAY PROJECT DESIGN, BID SUPPORT, AND CONSTRUCTION MANAGEMENT SERVICES**

#### **Project Understanding**

The City of Arvin has been awarded grant funding from the California Natural Resources Agency for the construction of a 0.15 mile tree lined pedestrian and bike path connecting the Western terminus of 4<sup>th</sup> Street to the entrance of the recently constructed Garden in the Sun Park at what will be the future intersection of 4<sup>th</sup> Street and Walnut Avenue. The Grant also will fund the creation of a small pocket park at the North-East corner of the intersection. Total funding awarded is \$527,447.00.

The City is in need of engineering design, bid support, and construction management services for this project. DeWalt Corporation proposes to provide these services consistent with the detailed scope of work as follows.

#### **Scope of Work**

##### **Task 1: Pre-programming**

DeWalt will work with City Staff and other project stakeholders to better understand the overall scope of the project. If necessary, a pre-project site meeting will be conducted and chaired by DeWalt.

##### **Task 2: Topographical Survey**

DeWalt will conduct a topographical survey which will be used to aid with the design of the project.

##### **Task 3: Design Services**

DeWalt will work with City Staff to determine the various project requirements and to develop preliminary and final construction drawings, specifications, and a preliminary engineer's estimate. This task will likely involve various meetings and telephone calls with various stake holders as well as time in the office to develop engineered drawings to be reviewed by City Staff prior to being issued for bid.

To accomplish this task, DeWalt will hire subconsultants to provide electrical, geotechnical, and landscaping and irrigation services to develop drawings, specifications, and a cost estimate and a geotechnical investigation with recommendations for earthwork and walking path design.

The electrical engineering consultant will perform one site survey to determine the location of a power source for lighting as well as to determine if any upgrades are needed for that power source. It is expected that adequate power is available from the nearby Garden in the Sun Park (see assumptions and exclusions).

The landscaping and irrigation consultant will perform one site survey to become familiar with the site, and to determine the best location for a connection to the domestic water source. DeWalt and the consultant will work with the Arvin Community Services District to gain approval of irrigation plans, and will advise on any necessary water connection fees, if any, which shall be the responsibility of the City.

The project proposes to construct a pocket park at the North-East corner of the future intersection of Walnut Street and 4<sup>th</sup> Street. The City of Arvin previously bid out a similar park for the Garden in the Sun Park project, but was unable to fund the work. It is believed that the best course of action for this project will be to incorporate those previous drawings for the pocket park into this project. It will likely be necessary to modify the plans and specifications from the previous project to a certain extent in order to comply with the specific goals and requirements of the Urban Greening Grant.

This project does not propose to construct the extension of 4<sup>th</sup> Street. However, its future extension is desired to be considered in this project. To that end, this project will include clearing and grubbing, and rough grading for such an extension, and the plans should be mindful to place improvements such that the future extension does minimal alteration to the improvements installed for this Urban Greening Grant.

In this task, 60% design drawings, specifications, and an engineer's estimate will be provided to the City for review. The City will have an opportunity to review the documents, and to provide comments and items to revise as it deems necessary. The schedule of the project given following scope items will depend on a timely review and transmission of comments to DeWalt.

Deliverables under this task will consist of the following:

- 60% design level drawings, specifications, and engineer's estimate
- Final drawings, specifications, and engineer's estimate for bid

**Task 4: Bidding services**

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

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

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

DeWalt will also work with the City of Arvin to provide bid results to the California Natural Resources Agency which shall have the authority to accept the bid process as being done thoroughly and complete or require an additional advertisement for bid.

Please note that DeWalt will reserve the right to request an amendment and increase to this task order each time it is necessary to re-bid this project for whatever reason. Such an increase would be up the amount listed in the fee schedule shown following all task descriptions.

**Task 5: Pre-construction Environmental Clearance**

As a part of the CEQA compliance for this project, it is anticipated that a pre-construction biological clearance survey will be necessary to assure that the project will not have any adverse effects on endangered or species of concern within the project boundary. DeWalt will hire a consultant which will come to the jobsite approximately 14-30 days before breaking ground to conduct such a survey, and will generate a written report of findings and recommendations that the City and Contractor's must adhere to prior to and during construction.

Please note that although it is unlikely that endangered or species of concern will be encountered, it is not entirely out of the question that such species will be encountered. In the event that this does happen, the environmental consultant recommendations may stipulate that a portion of or the entirety of the project cannot be accessed for a period of

time usually related to the mating and nesting seasons for some species. In the event that this is necessary, the Contractor and DeWalt, and the City may need to adjust the project schedule and take a phased approach to construction. Should this be necessary, DeWalt and its consultants may require additional compensation to account for the modification of the project schedule.

### **Task 6: Construction Management Services**

DeWalt will perform all CM services during the course of construction which is anticipated to take no more than 90 calendar days. A detailed breakdown of the scope of services is as follows:

- Manage responses to contractor submittals (approximately 20 anticipated),
- Manage responses to contractor's requests for information (approximately 20 anticipated),
- Review and recommend payment on contractor's progress payment requests (approximately 4 anticipated including retention),
- Prepare and catalogue daily construction observation reports including daily reports and project photos (average of 4 hours per day for the approximate 12 weeks of construction),
- Construction contract administration,
- Weekly on-site visits for progress meetings with the Contractor and progress review.
- DeWalt will hire an independent materials testing firm to perform acceptance testing on recompacted subgrade, aggregate base rock, and new Portland cement concrete, as necessary. Such services shall be in accordance with the City Quality Assurance Plan (QAP).
- Change Order management, review and processing,
- Receive and review certified payroll and confirm that labor compliance procedures are being followed; perform employee interviews as well,
- Overview of contractor compliance with Disadvantaged Business Enterprise (DBE) compliance requirements,
- Punch-list visit and review prior to completion.

**Task 7: Construction Staking**

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

**Task 8: Closeout Services**

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

- Prepare final balancing change order, if necessary,
- Review final payment request and request for release of retention,
- Prepare Notice of Completion to Contractor and for Council,
- Receive Record Drawings (aka As-Built drawings),
- Develop final CAD drawings, and print and provide two full sized sets of record drawings to the City,
- Provide digital and hard copy closeout documentation to City including construction correspondences such as RFIs, Submittals, and Change orders. Also provide record drawings, Operations and Maintenance manuals, warranty, and lien release information.
- Assist the City with any closeout requirements with the granting agency for the project.

**Proposed Schedule**

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

- Stakeholder programming meeting: 2 weeks
- 60% design: 8 weeks<sup>1</sup>
- Final design: 4 weeks<sup>1,2</sup>
- Bid phase: 4 weeks
- Review bids and award contract: 4 weeks

- Construction phase: 12 weeks
- Project closeout: 4 weeks

Note 1: It is expected that necessary City Staff will review the deliverables provided for the 60% design phase as well as the final design phase. It is anticipated that the City may have comments which would then require a level of effort prior to moving to the next scheduled item. The above proposed schedule is subject to a certain level of variability depending on the amount of time that it takes City Staff to review deliverables.

Note 2: The schedule may be highly dependent on the application to and design services of PG&E (if necessary) and the Arvin Community Services District. These processes by the utilities are generally out of the control of the applicants, and the schedule above is subject to requiring an adjustment should the utilities take a significantly longer period of time to perform their scope items. DeWalt may require additional compensation should significantly more time an effort be required by DeWalt or their consultants to coordinate with these utilities.

### Fee Schedule

DeWalt Corporation, and their sub-consultants propose to perform the work described in this task order on a time and materials basis for amounts not to exceed those shown in the following schedule.

<b>Arvin Urban Greening Grant Pathways Project Design and CM Services</b>		
Proposed Fee Schedule		
TASK	DESCRIPTION	FEE
1	Task 1 : Pre-programming	\$ 1,500.00
2	Task 2: Topographical Survey	\$ 3,520.00
3	Task 3: Design Services	\$ 39,150.00
4	Task 4: Bidding Services	\$ 2,310.00
5	Task 5: Pre-construction Environment	\$ 2,150.00
6	Task 6: Construction Management	\$ 56,860.00
7	Task 7: Construction Staking	\$ 8,440.00
8	Task 8: Closeout Services	\$ 2,770.00
<b>TOTAL PROPOSED FEES</b>		<b>\$ 116,700.00</b>

## Notes:

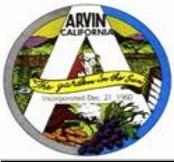
- 1) The above fees are an estimate on a per phase basis, and they are provided to give an idea of the approximate level of effort of each phase. DeWalt Corporation reserves the right to adjust the budget for any particular phase throughout the project as necessary provided such adjustment does not result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

**Assumptions and Exclusions**

Certain assumptions have been made and have been noted in the description of each task above. Additionally, the following assumptions have been made in order to develop this task order. Should any of the assumptions be incorrect, various tasks may become necessary which could result in the necessity of a change order for additional DeWalt services. Additionally, certain exclusions have been made from the scope above, and their necessity will require a change order for additional DeWalt services.

1. The proposed project is assumed to be qualified for a categorical exemption under CEQA considering its similar scope to recent projects in the vicinity (Walnut Street extension and Garden in the Sun Park). If it is later determined that such an exemption is not acceptable, DeWalt may require additional compensation for CEQA compliance, as directed by the City of Arvin.
2. The design of this project shall consider and incorporate, to the extent possible, the previous plans from the Garden in the Sun Park Project including the plans for a pocket park at the North-Eastern corner of the intersection of Walnut Street and 4<sup>th</sup> Street. If it is determined that these plans and specifications cannot be substantially incorporated and utilized for this project, DeWalt may require additional compensation for a more substantial design effort for the proposed pocket park.
3. It is anticipated that adequate power will be available from the electrical panels within nearby Garden in the Sun Park. Should it be determined, after surveying the site, that there is not enough power to support the project, it shall be necessary to submit an application for a new service with PG&E. If this is necessary, a change order to this task order shall be required. The City is further advised that application fees and additional construction costs will likely be realized in this

- scenario, and shall be the responsibility of the City. This scenario also has the potential to significantly impact the schedule for the project.
4. The proposed schedule is dependent on a timely review of submittals by City staff as well as other authorities having jurisdiction. Prolonged review and coordination times from either stakeholder could result in a more than anticipated effort from DeWalt.
  5. Construction management is inherently a highly variable scope item in terms of level of effort and total duration of construction. In an effort to provide for an acceptable project cost to the city, it is not planned to have a construction observer on site at all times during construction. The plan is for one to be on site for approximately 4 of 8 hours per day. However, if complications are observed during construction, it may be necessary to increase the amount of time field inspectors must be on site. It is also possible that additional efforts may be necessary should the total length of construction time exceed that which has been quoted in the task order above.
  6. Engineer's estimates will be developed based on historical data observed from previous similar projects in the City as well as from other projects. However, bid costs can be highly variable based on myriad circumstances such as the price of oil at the time as well as how busy the construction industry is at the time of the bid. DeWalt will make every effort to provide an accurate estimate of the probable cost of construction.
  7. Development of a Storm Water Pollution Prevention Plan (SWPPP) and Dust Control Plan (DCP) will not be necessary due to the size of the project. Nor will it be the obligation of DeWalt to manage best management practices in the field. This shall be the responsibility of the contractor.
  8. A topographical survey was conducted by the previous City Engineer for portions of the project. DeWalt will utilize that data to the furthest extent possible in addition to new data collected in the field. If it is determined that the previous survey is missing pertinent survey information, it may be necessary for DeWalt to collect it, and DeWalt will reserve the right to request a change order if the magnitude of the needed information and time to collect is not negligible.



2018-2019 PROJECT SHEET

Proj. #: 18-304

Project: Urban Greening Grant Pathways Project

Project Lead: Adam Ojeda, P.E.

Dept.: Engineering

BREAKDOWN OF PROJECT COST AND FUNDING SOURCES

Cost Summary	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	Future Yrs	TOTAL
Engineering Task Order 1901	\$116,700						\$116,700
Construction (estimate only - to be bid)	\$410,747						\$410,747
							\$0
							\$0
							\$0
							\$0
<b>TOTAL COST</b>	<b>\$527,447</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$527,447</b>
Funding Source(s)	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	Future Yrs	TOTAL
Urban Greening Grant	\$527,447						\$527,447
Camera infrastructure grant up to amount							\$0
Fence grant up to amount							\$0
State Transit Assistance fund							\$0
<b>TOTAL FUNDING SOURCES</b>	<b>\$527,447</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$527,447</b>

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

City has received a grant from the California Natural Resources Agency under the Urban Greening Grant Program for the design and construction of a pedestrian path and park.

2. Describe the project status and completed work.

Grant received; task order necessary to begin design.

3. Describe any anticipated grants related to the project.

Urban Greening Grant

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

	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Future Yrs	TOTAL
Projected Operating Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Map and/or pictures of Project/Project Area





## CITY OF ARVIN Staff Report

Meeting Date: January 22, 2019

**TO:** City Council

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

**SUBJECT:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN FOR THE ACCEPTANCE OF IMPROVEMENTS WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN TRACT 5816 PHASE 12 AND A RELEASE OF BOND LESS 10% AS A SECURITY FOR MAINTENANCE PURPOSES FOR A PERIOD OF ONE YEAR.

### **BACKGROUND:**

The City previously entered into a Development Agreement with Sycamore Villas, LLC, (“Sycamore”) pursuant to the authority of Government Code Sections 65864 through 65869.5 which was recorded on July 3, 2003, in the Kern County Official Records as Document Number 0203133456, (“Development Agreement”). The land for phase 12 was then purchased by Sycamore Villas LLC, and a final map was prepared and recorded with the County Recorder on June 26, 2007. The land was subsequently sold to K. Hovnanian at Cielo, LLC, and the rights and responsibilities of the development agreement and it’s subsequent amendments were assigned to K. Hovnanian at Cielo, LLC. Phase 12 of Tract 5816 is comprised of 99 lots across 20.73 acres between Tesoro Drive, and Rayo de la Luna Drive, and south of El Camino Real.

K. Hovnanian at Cielo, LLC has since constructed the improvements within the public right-of-way (ROW). At this time, all such developments including public streets, sidewalks, curbs, gutters, lights, signage and striping have been completed. The City Engineer for the City of Arvin met with the developer on several occasions in 2018 to discuss certain items within the public ROW which needed to be repaired such that all improvements could be accepted by the City Council. All improvements were accepted at a site meeting on December 5, 2018 by the City Engineer, and were determined to be ready for final acceptance by the City Council at that time.

Hunsaker and Associates, on behalf of the developer, has thus provided a letter to the City which requests that the improvements within the ROW of the public are formally accepted by the City Council, and that a release their bond less 10% is granted. Such an action is consistent with the subdivision agreement which requires 10% to be retained for a period of one year as a

maintenance security should the developer fail to address any improvements that are observed to fall into disrepair within one year of acceptance.

The developer has provided a substitute bond in the amount of \$185,818.44 which amounts to 10% of the initially approved engineer's estimate for street, sewer, and water improvements in the amount of 1,858,184.40 which was approved by the city on March 7, 2017.

**FINANCIAL IMPACT:**

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

## RESOLUTION

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN FOR THE ACCEPTANCE OF IMPROVEMENTS WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN TRACT 5816 PHASE 12 AND A RELEASE OF BOND LESS 10% AS A SECURITY FOR MAINTENANCE PURPOSES FOR A PERIOD OF ONE YEAR.**

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

**WHEREAS**, the land for phase 12 was then purchased by Sycamore Villas LLC, and a final map was prepared and recorded with the County Recorder on June 26, 2007; and

**WHEREAS**, the land was subsequently sold to K. Hovnanian at Cielo, LLC, and the rights and responsibilities of the development agreement and it’s subsequent amendments were assigned to K. Hovnanian at Cielo, LLC; and

**WHEREAS**, phase 12 of Tract 5816 is comprised of 99 lots across 20.73 acres between Tesoro Drive, and Rayo de la Luna Drive, and south of El Camino Real; and

**WHEREAS**, K. Hovnanian at Cielo, LLC has since constructed the improvements within the public right-of-way (ROW). At this time, all such developments including public streets, sidewalks, curbs, gutters, lights, signage and striping have been completed; and

**WHEREAS**, the City Engineer for the City of Arvin met with the developer on several occasions in 2018 to discuss certain items within the public ROW which needed to be repaired such that all improvements could be accepted by the City Council; and

**WHEREAS**, all improvements were accepted at a site meeting on December 5, 2018 by the City Engineer, and were determined to be ready for final acceptance by the City Council at that time; and

**WHEREAS**, Hunsaker and Associates, on behalf of the developer, has thus provided a letter to the City which requests that the improvements within the ROW of the public are formally accepted by the City Council, and that a release their bond less 10% is granted; and

**WHEREAS**, such an action is consistent with the subdivision agreement which requires 10% to be retained for a period of one year as a maintenance security should the developer fail to address any improvements that are observed to fall into disrepair within one year of acceptance; and

**WHEREAS**, the developer has provided a substitute bond in the amount of \$185,818.44 which amounts to 10% of the initially approved engineer's estimate for street, sewer, and water improvements in the amount of 1,858,184.40 which was approved by the city on March 7, 2017; and

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

1. The recitals above are true and correct and incorporated by this reference.
2. Accepts the public right-of-way improvements constructed by K. Hovnanian at Cielo, LLC within the boundaries of tract 5816 Phase 12.
3. Releases 90% (\$1,672,365.96) of the security previously posted in the form of an irrevocable letter of credit.
4. Retains 10% (\$185,818.44) of said security for a period of one year following the approval of this resolution for maintenance.
5. This Resolution shall take effect 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 22nd day of January, 2019 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.



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## M E M O R A N D U M

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**DATE:** December 14, 2018

**TO:** Adam Ojeda  
CITY OF ARVIN PUBLIC WORKS

**FROM:** Ben Etemadi  
HUNSAKER & ASSOCIATES IRVINE, INC.

**RE:** **Aspire in Arvin, Tract 5816-12  
Public Improvement Bond Release**

---

Hunsaker and Associates has been acting as the consulting civil engineer and surveyor of record for this project that was recently completed by K. Hovnanian Homes. We understand that there was a meeting on October 4, 2018 and a punch list of public works improvements was created by the City of Arvin. K. Hovnanian Homes has completed those corrections and another site visit was conducted on December 5, 2018 when all corrections were deemed satisfactory to the City's inspector.

K. Hovnanian Homes is respectfully requesting the City of Arvin to initiate the process of the bond release for Tract 5816-12 in amount of \$1,858,184.40 per the attached bond estimate that was approved by the City on March 7, 2017.

We would appreciate your concurrence that the warranty bond will be 10% of the original bond amount, so we can proceed with obtaining the replacement bond.

Please do not hesitate to contact us at (949) 583-1010, if you have any questions or concerns.

xc: Richard Sergent, K. Hovnanian Homes  
Justin Journey, K. Hovnanian Homes  
W.O. 1583-5816

CONSTRUCTION COST ESTIMATE

March 6, 2017

CLIENT: K. Hovnanian Homes  
400 Exchange, Suite 200  
Irvine, CA 92602

PREPARED BY: Hunsaker & Associates Irvine, Inc.  
3 Hughes  
Irvine, CA 92618

PROJECT: Aspire Tract 5816 Phase 12 (99 Lots)  
City of Arvin, County of Kern, California

W.O. # 1583-5816C

Note: This estimate is based on the Street, Sewer, Storm Drain and Water Improvement Plans of Tract 5816-12 Revision 1 that are partially approved by the City of Arvin. Unit prices that are applied are from similar project in the area. This report covers all onsite and offsite improvements of Tract No. 5816 Phase 12.

		QTY	Unit	Unit Price	Total
<b><u>SITE DEVELOPMENTS LAND</u></b>		<b>APPROVED - CITY OF ARVIN</b>			
<b><u>STREET IMPROVEMENTS</u></b>					
1)	Mobilization	3	LS	\$ 3,500.00	\$ 10,500.00
2)	Street R/W grading	257,000	SF	\$ 0.25	\$ 64,250.00
3)	Sawcut existing pavement	80	LF	\$ 1.00	\$ 80.00
4)	Remove existing AC pavement	80	SF	\$ 1.00	\$ 80.00
5)	Const. 4" AC over 6" AB	155,310	SF	\$ 2.60	\$ 403,806.00
6)	Grind & overlay AC pavement (D=2")	160	SF	\$ 1.50	\$ 240.00
7)	Const. 6" type "A" curb & gutter per COA Std. Plate R2	8,018	LF	\$ 12.00	\$ 96,216.00
8)	Const. 4" sidewalk per COA Std. Plate R2 (lots 16-99 only)	40,920	SF	\$ 2.50	\$ 102,300.00
9)	Const. sidewalk ramp per COA Std. Plate R9	15	EA	\$ 3,000.00	\$ 45,000.00
10)	Const. cross gutter per COA Std. Plate R4	4,428	SF	\$ 5.00	\$ 22,140.00
11)	Const. drive approach per COA Std. Plate R-7 (Lots 16-99 only)	12,768	SF	\$ 2.50	\$ 31,920.00
12)	Install street lights per COA Std. Plate R13	12	EA	\$ 4,500.00	\$ 54,000.00
13)	Install street name signs COA Std. Plate R12	11	EA	\$ 450.00	\$ 4,950.00
14)	Install stop sign and striping per COA Std. Plate R11	8	EA	\$ 500.00	\$ 4,000.00
15)	Const. catch basin per COA Std. Plate D-1 (W=4')	4	EA	\$ 2,000.00	\$ 8,000.00
16)	Const. local depression	4	EA	\$ 1,400.00	\$ 5,600.00
17)	Raise storm drain and sewer manhole to final grade	2	EA	\$ 650.00	\$ 1,300.00
18)	Raise water valve to final grade	22	EA	\$ 250.00	\$ 5,500.00
19)	Install end of street barricade	3	EA	\$ 1,400.00	\$ 4,200.00
<b>STREET IMPROVEMENTS - TOTAL</b>					<b>\$ 864,082.00</b>
<b><u>STORM DRAIN IMPROVEMENTS</u></b>					
1)	Const. 30" HDPE storm drain per COA Std. Plate B1-A	485	LF	\$ 67.00	\$ 32,495.00
2)	Const. 18" HDPE storm drain per COA Std. Plate B1-A	195	LF	\$ 36.00	\$ 7,020.00

MAR 07 2017  
ENGINEERING DEPARTMENT  
*Robert S. Dutton*  
*City Engineer*

Attachment: Previously Approved Engineer's Estimate (Acceptance of Improvements for Tract No. 5816

## CONSTRUCTION COST ESTIMATE

March 6, 2017

		QTY	Unit	Unit Price	Total
3)	Const. storm drain manhole per COA Std. Plate D3	1	EA	\$ 3,100.00	\$ 3,100.00
4)	Const. storm drain junction structure per detail shown on sheet 4	1	EA	\$ 4,800.00	\$ 4,800.00
5)	Join existing storm drain manhole	2	EA	\$ 1,500.00	\$ 3,000.00
<b>STORM DRAIN IMPROVEMENTS - TOTAL</b>					<b>\$ 50,415.00</b>
<b><u>SEWER IMPROVEMENTS</u></b>					
1)	Const. 8" PVC SDR 35 sewer main per COA Std. Plate B-1A	3,768	LF	\$ 23.00	\$ 86,664.00
2)	Const. concrete encasement over 8" PVC sewer per detail shown on sheet 2	1,225	LF	\$ 12.00	\$ 14,700.00
3)	Const. 4" PVC SDR 35 sewer lateral (84 Laterals)	3,848	LF	\$ 16.00	\$ 61,568.00
4)	Const. 48" sewer manhole type "A" per COA Std. Plate S1	12	EA	\$ 2,100.00	\$ 25,200.00
5)	Const. 48" sewer shallow pre-cast manhole per detail shown on sheet 2	4	EA	\$ 2,500.00	\$ 10,000.00
6)	Install 2" PVC schedule 40 sleeve	746	LF	\$ 8.00	\$ 5,968.00
7)	Remove existing plug and join existing sewer main	2	EA	\$ 700.00	\$ 1,400.00
<b>SEWER IMPROVEMENTS - TOTAL</b>					<b>\$ 205,500.00</b>
<b><u>WATER IMPROVEMENTS</u></b>					
1)	Const. 8" PVC DR 14 water main per COA Std. Plate B1-A	2,922	LF	\$ 22.00	\$ 64,284.00
2)	Const. 8" PVC DR 18 water main per COA Std. Plate B1-A	1,762	LF	\$ 38.00	\$ 66,956.00
3)	Install 8" tee	6	EA	\$ 700.00	\$ 4,200.00
4)	Install 8" cross	1	EA	\$ 1,000.00	\$ 1,000.00
5)	Install 6" F.H.	11	EA	\$ 5,300.00	\$ 58,300.00
6)	Install 10" PVC to 8" pipe reducer	1	EA	\$ 500.00	\$ 500.00
7)	Install 1" service lateral	88	EA	\$ 1,200.00	\$ 105,600.00
8)	Install 1" meter and meter boxes	84	EA	\$ 250.00	\$ 21,000.00
9)	Install 8" RSGV	22	EA	\$ 2,200.00	\$ 48,400.00
10)	Install blow offs	3	EA	\$ 3,000.00	\$ 9,000.00
11)	Install air vacs	9	EA	\$ 3,000.00	\$ 27,000.00
12)	Install temporary blow off	3	EA	\$ 2,900.00	\$ 8,700.00
13)	Install 8" PVC (C-900) 15° bend	1	EA	\$ 250.00	\$ 250.00
14)	Install 8" PVC (C-900) 45° bend	7	EA	\$ 250.00	\$ 1,750.00
15)	Remove blow off and join	2	EA	\$ 2,400.00	\$ 4,800.00
16)	Bacteria testing of water main	4,500	LF	\$ 1.25	\$ 5,625.00
17)	Install blue dot markers	15	EA	\$ 75.00	\$ 1,125.00
<b>WATER IMPROVEMENTS - TOTAL</b>					<b>\$ 428,490.00</b>
<b>STREET, SEWER, STORM DRAIN AND WATER IMPROVEMENTS - GRAND TOTAL</b>					<b>\$ 1,548,487.00</b>
<b>IMPROVEMENT BOND &amp; 20% CONTENGENCY - GRAND TOTAL</b>					<b>\$ 1,858,184.40</b>

7. **IMPROVEMENT SECURITY:**

(a) As provided for in Section 16.16.020 of the Arvin Municipal Code, this Agreement shall be secured by good and sufficient security, which shall be filed with City prior to certification of the final map by the City Engineer. Such improvement security shall consist of either (1) a faithful performance bond or bonds by one or more duly authorized corporate sureties; or (2) a deposit, either with City or a responsible escrow agent or trust company, selected by City, of cash or negotiable bonds of the kind approved for securing deposits of public moneys, or (3) an irrevocable instrument of credit from one or more responsible financial institutions regulated by State or Federal government and pledging that the funds are on deposit and guaranteed for payment on demand by City. The forms of all documents relating to such security shall be subject to approval by the City Attorney. The corporate surety bond shall conform substantially with the form set forth in Section 66499.1 of the Map Act. The estimated cost of the various features of the work of improvement shall be used, if applicable, as the basis for the reduction of bonds in connection with the final completion of any feature of the work (or any unit thereof). Costs referred to herein are as set forth on the Costs Estimate for the Subdivision, as submitted for approval to, and on file in the office of, the City Engineer.

(b) The estimated cost of the various features of the work of improvement, to be used as the basis for determination of the amount of such security and for reduction of security in accordance with other provisions of this Agreement, is as follows:

	<b>Total Cost</b>	<b>Est. Amount of Incomplete Improvements</b>
Water Improvements . . . . .	\$ 530,183.00	\$ 530,183.00
Sewer Improvements . . . . .	\$ 383,524.00	\$ 383,524.00
Street Improvements . . . . .	\$ 747,603.00	\$ 747,603.00
Storm Drain Improvements . . . . .	\$ 64,440.00	\$ 324,801.00
Contingency/Inflation (20%):	\$ 345,150.00	\$ 345,150.00
<b>Total</b>	<b>\$ 2,070,900.00</b>	<b>\$ 2,070,900.00</b>

(c) Said improvement security shall be in the amount of 100% of the total estimated cost of the improvement, conditioned upon the faithful performance of the Agreement, as follows:

- (1) The faithful performance and full and timely completion of the work according to this Agreement; and
- (2) The guarantee and maintenance of the work of improvement for a period of one (1) year following the completion and approval thereof, against defective work or labor done, or defective materials furnished, in the performance of this Agreement; and

(d) Said improvement security shall also be in an additional amount of 100% of the total estimated cost of the improvement, securing payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the improvement; and if such portion of the improvement security is:

- (1) A cash deposit, suit may be maintained against the holder of such deposit; or
- (2) A surety bond, suit may be maintained against the surety, or an instrument of credit, suit may be maintained against the financial institution of obligating itself as trustee on such instrument.

8. **REDUCTION AND RELEASE OF SECURITY:**

- (a) Improvement security may be reduced or released on order of the City Engineer in accordance with this Section.
- (b) Improvement security given for the faithful performance of the Agreement shall be reduced at the time and in the manner provided herein, subject to retention of security for defects as hereinafter provided.

- (c) Whenever improvement security is reduced on account of approval of units of the work such shall be subject to retention of security for defects and security against damage as hereinafter provided.
- (d) In any case, however, City in the exercise of its reasonable discretion shall retain ten percent (10%) of the improvement security for faithful performance to secure the maintenance and guarantee of such improvement work for a period of one (1) year following the operative date of the order of said Council for the acceptance or approval thereof, as the case may be, and (in the case of acceptance or approval of a unit of the improvement work as its progresses) to secure the maintenance and guarantee of the work of improvement so accepted or approved against damage thereto by any other work undertaken by Subdivider or its surety. The amounts of improvement security so retained shall be finally released one (1) year following the operative date of the order of the City Council for the acceptance or approval thereof, as the case may be, provided that no defective work or labor done or defective materials furnished in the performance of the work has been discovered within such one (1) year period and reported in writing to the said Council, and further provided (in the case of acceptance of a unit or units of the improvement work as it progresses) that no damage has been done to the required improvement work so accepted by any other work undertaken by Subdivider or its surety.
- (e) Improvement security for payment to the contractor, or any of his subcontractors of any person renting equipment or furnishing labor or materials to them for the work of improvement may, six (6) months after the completion of the work of improvement and the making of the order for its acceptance or approval, as the case may be, be reduced to an amount not less than the total of all claims on which an action has been filed and notice thereof given in writing to City, and if no such action is filed, such improvement security may be released in full.

9

**COMPLETION BY SURETY OR CITY:**

- (a) If the City Council, in the exercise of its reasonable discretion, shall determine:
  - (1) That Subdivider has failed to properly and fully complete all of the work of improvement in accordance with this Agreement, and within the time (or any extension of time) provided herein; and
  - (2) That Subdivider has failed or neglected to begin work, or any feature of the work, within a time which will reasonably allow its completion within the time (or any extension of time) provided in this Agreement; or
  - (3) That Subdivider has created an unsafe or hazardous condition which requires immediate correction.
  - (4) That Subdivider has abandoned any of the work; or
  - (5) That Subdivider has failed to keep the work under direct control of a superintendent, manager, engineer or other competent agent.
  - (6) That Subdivider (if he shall be an individual) has been declared incompetent or placed under the care of a guardian or conservator, or has disappeared; or
  - (7) That Subdivider has filed a petition in bankruptcy or has been declared bankrupt;

the City Council may determine to, and City may give Subdivider and its Surety fourteen (14) days' written notice to proceed with the work, without prejudice to any other remedy City may have in law or equity.

- (b) If the Surety shall proceed with the work, the Surety shall be subject to all of the provisions of this Agreement as in the case of Subdivider.
- (c) If Subdivider or its Surety shall fail or neglect to proceed with the work diligently and in good faith in accordance with this Agreement after such notice has been given, City may thereafter, at its sole option and without prejudice to any other remedy, provide the necessary supervision,

LEXON INSURANCE COMPANY

MAINTENANCE BOND

Bond No. 1155836

KNOW ALL MEN BY THESE PRESENTS, That We, K. Hovnanian at Cielo, LLC , 400 Exchange, Irvine, CA 92602

as Principal, and Lexon Insurance Company having an office at 12850 Lebanon Road, Mt. Juliet, TN 37122 as Surety, are held and firmly bound unto City of Arvin, 200 Campus Dr., Arvin, CA 93203

as Obligee, in the penal sum of One Hundred Eighty Five Thousand Eight Hundred Eighteen and 44/100 (\$185,818.44) Dollars lawful money of the United States of America the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

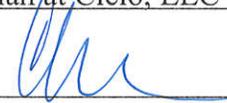
SIGNED, SEALED AND DATED this 4th day of January, 2019.

WHEREAS the Principal has completed Aspire in Arvin, Tract 5816 Phase 12 and whereas, the Obligee requires a maintenance guarantee for the period of one year(s) from the date of this bond.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal at his own cost and expense replaces or repairs any of the above described works, which shall become defective because of either material or workmanship not meeting requirements of the specifications under which the work was done during the period of one year(s) from the date of this bond, then this obligation shall be null and void, otherwise to remain in full force and effect.

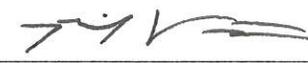
  
Witness

K. Hovnanian at Cielo, LLC  
Principal

By: 

  
Witness

Lexon Insurance Company  
Surety

By:   
Richard Valente, Attorney-in-Fact

Attachment: Substitute Bond (Acceptance of Improvements for Tract No. 5816 Phase 12 and a 90% Reduction in Bonds)

*ACKNOWLEDGMENT OF SURETY*

STATE OF ILLINOIS

COUNTY OF COOK

On JAN 04 2019, before me, a Notary Public in and for the above county, personally appeared Richard Valente to me personally known, who, being by me duly sworn, did state that he is Attorney-in-Fact of Lexon Insurance Company, a corporation organized and existing under the laws of the State of Texas that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, that the instrument was signed, sealed, and executed in behalf of said corporation by authority of its Board of Directors, and further acknowledged the said instrument and the execution thereof to be the voluntary act and deed of said corporation by him voluntarily executed.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my official seal the day and year first above written.

*Rita M. Donoghue*  
\_\_\_\_\_  
Notary Public



COOK County, ILLINOIS

POWER OF ATTORNEY

LX- 11253

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its statutory home office in Austin, Texas, does hereby constitute and appoint: Christine Marotta, Debra Kohlman, Thomas P. Pluss, Richard Valente its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$5,000,000.00, Five Million Dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 22nd day of June, 2018.

LEXON INSURANCE COMPANY



BY Brian Beggs  
Brian Beggs  
President

ACKNOWLEDGEMENT

On this 22nd day of June, 2018, before me, personally came Brian Beggs to me known, who be duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR  
Notary Public- State of Tennessee  
Davidson County  
My Commission Expires 07-08-19

BY Amy Taylor  
Amy Taylor  
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this \_\_\_\_\_ Day of JAN 04 2019, 20\_\_\_\_\_.



BY Andrew Smith  
Andrew Smith  
Assistant Secretary

“WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance or claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.”

Attachment: Substitute Bond (Acceptance of Improvements for Tract No. 5816 Phase 12 and a 90% Reduction in Bonds)

### 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 ORANGE

On 07 January 2019 before me, J TRUDEAU, Notary Public  
(insert name and title of the officer)

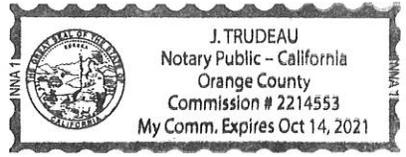
personally appeared CHRIS COLLINS,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Signature 

(Seal)



Attachment: Substitute Bond (Acceptance of Improvements for Tract No. 5816 Phase 12 and a 90% Reduction in Bonds)

# TRACT NO. 5816

## PHASE 12

CONSISTING OF 8 SHEETS IN THE CITY OF ARVIN  
BEING A SUBDIVISION OF A PORTION OF PARCEL 4 OF PARCEL MAP NO. 11401 FILED  
IN BOOK 54 PAGES 192 TO 194, INCLUSIVE, OF PARCEL MAPS, IN THE CITY OF ARVIN,  
COUNTY OF KERN, STATE OF CALIFORNIA.  
20.73 ACRES 99 LOTS

### OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO, THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP; AND THAT EXCEPT AS SHOWN ON THIS MAP AND CERTIFICATES MADE A PART HEREOF, WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID PROPERTY AND WE CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE COLORED BORDER LINES AS SHOWN UPON SAID MAP.

WE ALSO HEREBY DEDICATE FOR PUBLIC USE THE EASEMENTS FOR PUBLIC UTILITIES UNDER, ON OR OVER THOSE CERTAIN 9' WIDE STRIPS OF LAND LYING ADJACENT TO THE SIDE AND/OR FRONT LINES OF LOTS 1 THROUGH 99 DESIGNATED AS "PUBLIC UTILITIES EASEMENT" AS SHOWN ON SAID MAP, WITHIN SAID SUBDIVISION; SUCH STRIPS OR PLATS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

WE ALSO HEREBY IRREVOCABLY OFFER FOR DEDICATION TO THE PUBLIC USE, ALL THE STREETS SHOWN UPON SAID MAP WITHIN SAID SUBDIVISION.

K. HOVNIANIAN AT CIELO, LLC,  
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: [Signature]  
VICE PRESIDENT  
K. HOVNIANIAN COMPANIES OF CALIFORNIA, INC.  
AUTHORIZED AGENT

BY: \_\_\_\_\_  
ASSISTANT SECRETARY  
K. HOVNIANIAN COMPANIES OF CALIFORNIA, INC.  
AUTHORIZED AGENT

### NOTARY ACKNOWLEDGMENTS

STATE OF CALIFORNIA }  
COUNTY OF Kern } SS.

ON May 22, 2007 BEFORE ME, Michele I. Chavez,  
A NOTARY PUBLIC, PERSONALLY APPEARED Jerome Jacobi

PERSONALLY KNOWN TO ME (OR 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.

MY COMMISSION EXPIRES May 6, 2010  
MY PRINCIPAL PLACE OF BUSINESS [Signature]  
IS IN Kern COUNTY PRINT NAME: Michele Chavez  
COMMISSION NO. 11664341 NOTARY PUBLIC

STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ } SS.

ON \_\_\_\_\_ BEFORE ME, \_\_\_\_\_,  
A NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_

PERSONALLY KNOWN TO ME (OR 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.

MY COMMISSION EXPIRES \_\_\_\_\_  
MY PRINCIPAL PLACE OF BUSINESS \_\_\_\_\_  
IS IN \_\_\_\_\_ COUNTY PRINT NAME: \_\_\_\_\_  
COMMISSION NO. \_\_\_\_\_ NOTARY PUBLIC

### RECORDER'S STATEMENT

DOCUMENT NO. 207134768

ACCEPTED FOR RECORD AND FILED IN BOOK 58, PAGE 22 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF KERN, THIS 26 DAY OF JUNE, 2007, AT 11:46 A.M. AT THE REQUEST OF GUNJIT S. SIKAND.

JAMES W. FITCH  
KERN COUNTY ASSESSOR-RECORDER

BY: [Signature]  
DEPUTY RECORDER

### ENGINEER'S STATEMENT

I, GUNJIT S. SIKAND, HEREBY STATE THAT I AM A REGISTERED CIVIL ENGINEER OF THE STATE OF CALIFORNIA; THAT THIS MAP MADE UNDER MY SUPERVISION CONSISTING OF 8 SHEETS, CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DURING DECEMBER 2005, THAT SUCH SURVEY IS TRUE AND COMPLETE; AND THAT ALL THE MONUMENTS SHOWN THEREON ACTUALLY EXIST, ARE OF A CHARACTER AND DO OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, EXCEPT LOT CORNERS WHICH WILL BE SET WITHIN ONE YEAR FROM THE RECORDING OF THIS MAP.

I HEREBY STATE THAT A PRELIMINARY SOILS REPORT DATED JANUARY 16, 2006 PREPARED BY SOILS ENGINEERING INC. UNDER THE SIGNATURE OF TONY FRANGIE, P.E. WAS SUBMITTED, IN ACCORDANCE WITH THE PROVISIONS OF THE MUNICIPAL CODE OF THE CITY OF ARVIN AND SAID REPORT IS ON FILE IN THE CITY BUILDING INSPECTOR'S OFFICE.



[Signature]  
G. S. SIKAND  
R.C.E. 9553, EXPIRES 12/31/2008

### BASIS OF BEARINGS

THE BEARING OF SOUTH 89°49'12.8" EAST ON THE NORTH LINE OF THE WEST HALF OF SECTION 35, TOWNSHIP 31 SOUTH, RANGE 29 EAST, PER FILED MAP 7-1, BOOK 6 PAGE 92 AS FILED IN THE OFFICE OF THE KERN COUNTY SURVEYOR AND ROUNDED TO NORTH 89°49'13" WEST WAS USED FOR THE BASIS OF BEARING FOR THIS MAP.

### CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE CAREFULLY EXAMINED THE ANNEXED MAP, THAT THE SUBDIVISION SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP, THAT ALL PROVISIONS OF DIVISION 2 TITLE 7, OF THE GOVERNMENT CODE AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE SAME TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.



CITY ENGINEER, CITY OF ARVIN

[Signature] 6-18-07  
GERALD F. HELT C # 28508 (EXP.3/31/08) DATE

### PLANNING DIRECTOR'S STATEMENT

THE PLANNING COMMISSION OF THE CITY OF ARVIN APPROVED OR CONDITIONALLY APPROVED THE VESTING TENTATIVE MAP ON JUNE 5, 1995 AND DEVELOPMENT AGREEMENT DATED FEBRUARY 6, 2003, AND THE SUBDIVISION, AS SHOWN ON THIS MAP, IS SUBSTANTIALLY THE SAME AS IT APPEARS ON THE TENTATIVE MAP AND IN ACCORDANCE WITH CONDITIONS APPROVED BY THE COMMISSION.

6-13-07  
DATE

[Signature]  
ISSAC A. GEORGE  
PLANNING DIRECTOR, CITY OF ARVIN

### CITY CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING ORDERS WERE ADOPTED BY THE CITY COUNCIL OF THE CITY OF ARVIN AT A MEETING HELD June 12, 2007.

June 13, 2007  
DATE

[Signature]  
CITY CLERK AND EX-OFFICIO CLERK  
OF THE COUNCIL OF THE CITY OF ARVIN

### CITY COUNCIL'S CERTIFICATE

THE CITY COUNCIL OF THE CITY OF ARVIN HEREBY ORDERS THAT THE MAP OF THE TRACT NO. 5816 - PHASE 12 IS APPROVED. THAT ALL PUBLIC UTILITIES EASEMENTS SHOWN UPON THIS MAP AND IRREVOCABLY HEREON OFFERED FOR DEDICATION BE AND THE SAME ARE HEREBY ACCEPTED FOR THE PURPOSE OR PURPOSES FOR WHICH THE SAME ARE OFFERED AND THE STREETS AND OTHER EASEMENTS SHOWN UPON THIS MAP ARE AND HEREON IRREVOCABLY OFFERED FOR DEDICATION BE AND THE SAME ARE HEREBY ACCEPTED FOR PUBLIC USE SUBJECT TO CONSTRUCTION OF ALL IMPROVEMENTS BY THE SUBDIVIDER AND ACCEPTANCE OF ALL IMPROVEMENTS BY THE CITY COUNCIL. IT DIRECTS THE CLERK OF THIS COUNCIL TO ENDORSE UPON THE FACE OF THIS MAP THIS ORDER AUTHENTICATED BY THE SEAL OF THE CITY COUNCIL OF THE CITY OF ARVIN AND, IT HEREBY WAIVES, PURSUANT TO THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT, THE REQUIREMENTS OF SIGNATURES OF THE FOLLOWING:

NAME	INTEREST
ARVIN COUNTY SANITATION DISTRICT	EASEMENT FOR SANITARY SEWERS RECORDED MAY 2, 1940 IN BOOK 944 PAGE 119, O.R.
SYCAMORE VILLAS, LLC	WELL EASEMENT AGREEMENT RECORDED DECEMBER 21, 2000 AS INSTRUMENT NO. 0200162270, O.R. (BLANKET IN NATURE)
ANN DERBY TIPTON AND EVE DERBY STOCKTON	OWNERS OF MINERAL RIGHTS PER DEED RECORDED MAY 24, 1960 IN BOOK 3269 PAGE 798, O.R.

# TRACT NO. 5816

## PHASE 12

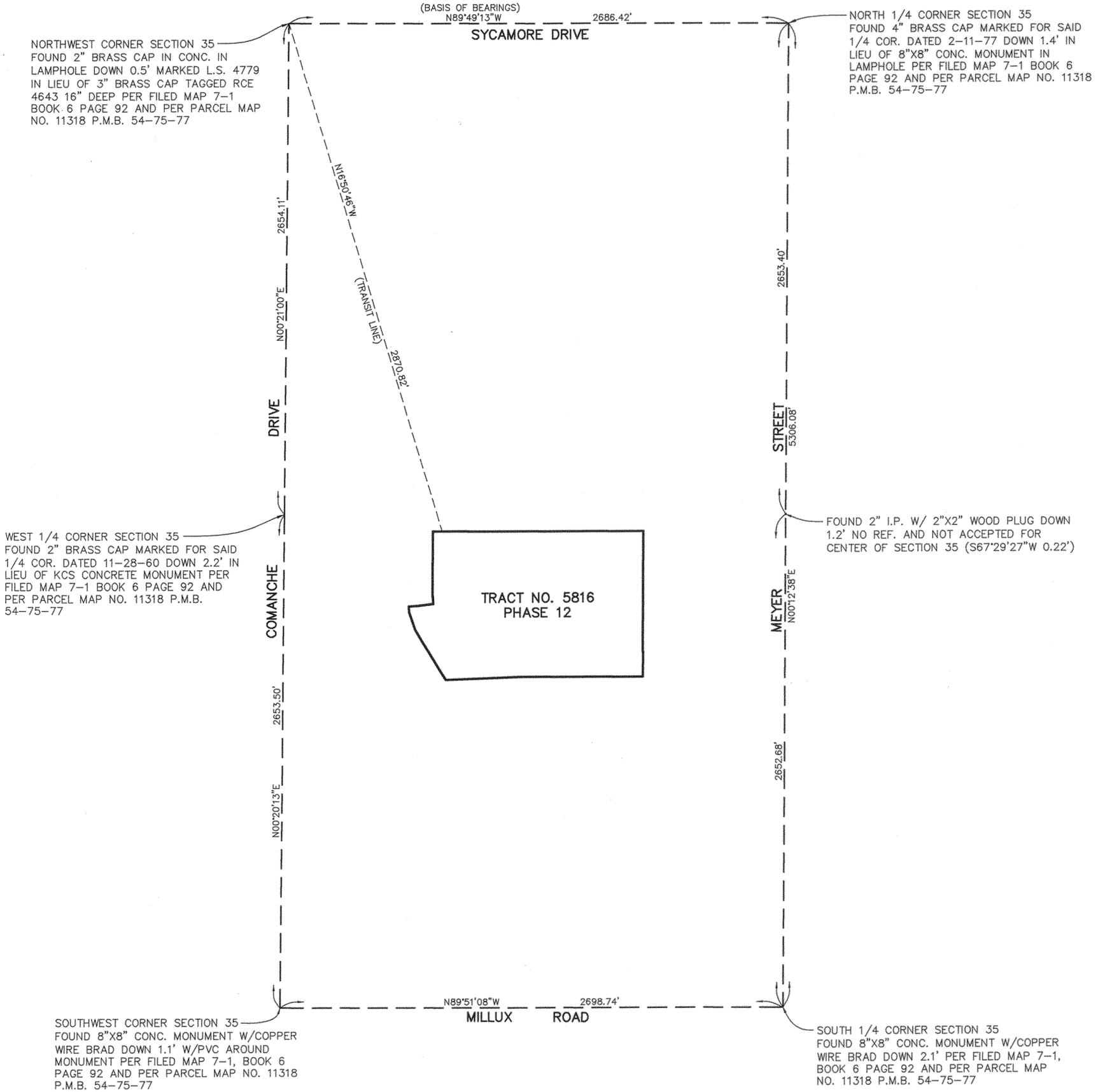
CONSISTING OF 8 SHEETS IN THE CITY OF ARVIN

BEING A SUBDIVISION OF A PORTION OF PARCEL 4 OF PARCEL MAP NO. 11401 FILED IN BOOK 54 PAGES 192 TO 194, INCLUSIVE, OF PARCEL MAPS, IN THE CITY OF ARVIN, COUNTY OF KERN, STATE OF CALIFORNIA.  
20.73 ACRES 99 LOTS

### BOUNDARY ESTABLISHMENT



SCALE: 1" = 400'



# 202134768  
Attachment: Tract No. 5816 Phase 12 Map (Acceptance of Improvements for Tract No. 5816 Phase 12 and a 90% Reduction in Bonds)

#### NOTE

THE BLUE BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP. ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.

SET LEAD & TACK & TAG MARKED R.C.E. 9553 AT PROJECTION OF LOT LINE FOR FRONT CORNERS. SET REBAR & CAP MARKED R.C.E. 9553 FOR REAR LOT CORNERS.



*G. S. Sikand*  
G. S. SIKAND  
R.C.E. 9553, EXPIRES 12/31/2008

#### RECORDER'S STATEMENT

DOCUMENT NO. 202134768

ACCEPTED FOR RECORD AND FILED IN BOOK 58 PAGE 23 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF KERN, THIS 26 DAY OF JUNE, 2007, AT 11:46 A.M. AT THE REQUEST OF GUNJIT S. SIKAND.

JAMES W. FITCH  
KERN COUNTY ASSESSOR-RECORDER

BY: *Lori Good*  
DEPUTY RECORDER

# TRACT NO. 5816

## PHASE 12

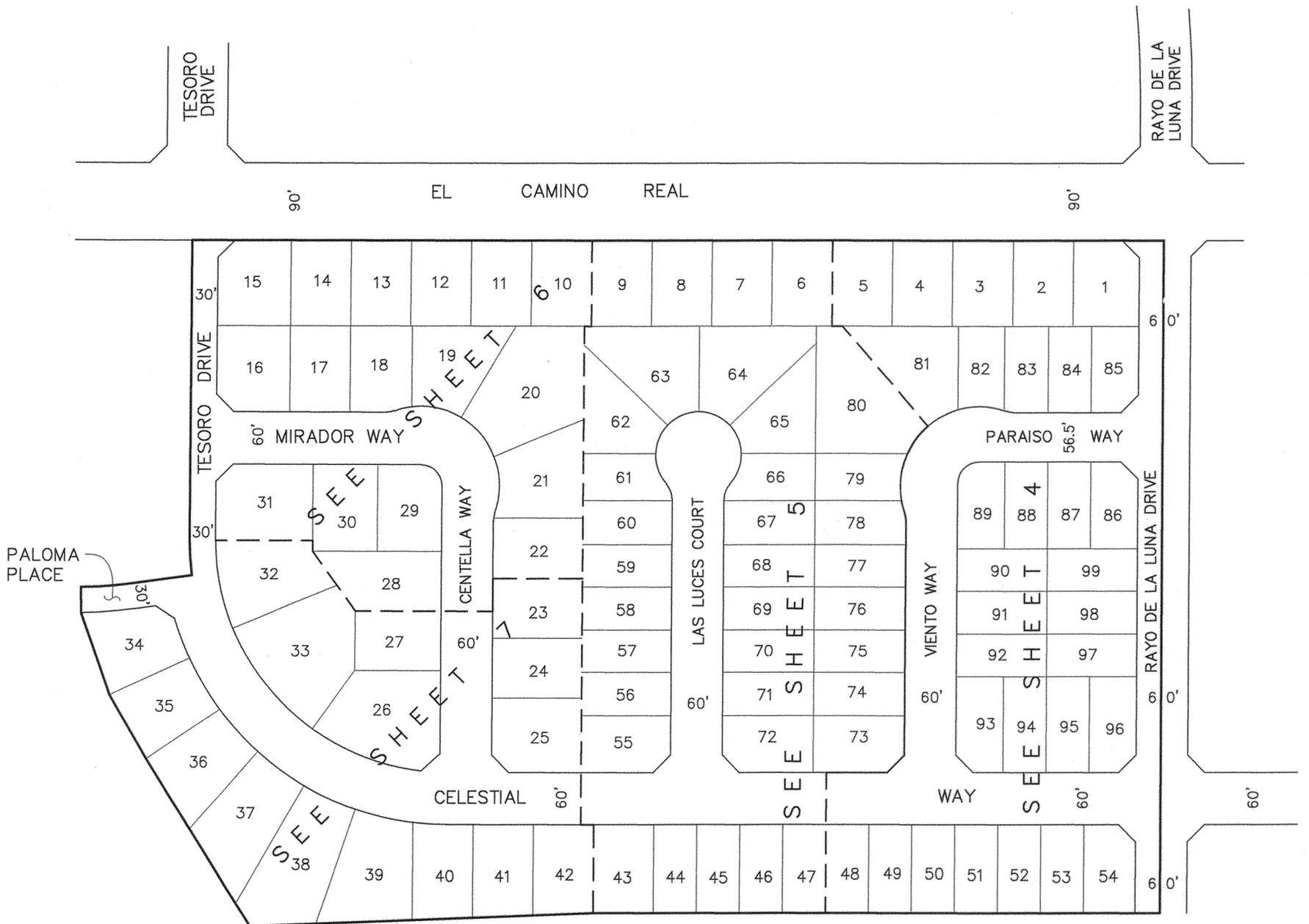
CONSISTING OF 8 SHEETS IN THE CITY OF ARVIN

BEING A SUBDIVISION OF A PORTION OF PARCEL 4 OF PARCEL MAP NO. 11401 FILED IN BOOK 54 PAGES 192 TO 194, INCLUSIVE, OF PARCEL MAPS, IN THE CITY OF ARVIN, COUNTY OF KERN, STATE OF CALIFORNIA.  
20.73 ACRES 99 LOTS

### SHEET INDEX



SCALE: 1" = 100'



#### NOTE

THE BLUE BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP. ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.

SET LEAD & TACK & TAG MARKED R.C.E. 9553 AT PROJECTION OF LOT LINE FOR FRONT CORNERS.  
SET REBAR & CAP MARKED R.C.E. 9553 FOR REAR LOT CORNERS.

#### RECORDER'S STATEMENT

DOCUMENT NO. 202134768

ACCEPTED FOR RECORD AND FILED IN BOOK 58, PAGE 24 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF KERN, THIS 26 DAY OF JUNE, 2027 AT 11:46 A.M. AT THE REQUEST OF GUNJIT S. SIKAND.

JAMES W. FITCH  
KERN COUNTY ASSESSOR-RECORDER

BY: Patti Good  
DEPUTY RECORDER

# 202134768  
Attachment: Tract No. 5816 Phase 12 Map (Acceptance of Improvements for Tract No. 5816 Phase 12 and a 90% Reduction in Bonds)



G. S. Sikand  
G. S. SIKAND  
R.C.E. 9553, EXPIRES 12/31/2008

# TRACT NO. 5816

## PHASE 12

CONSISTING OF 8 SHEETS IN THE CITY OF ARVIN

BEING A SUBDIVISION OF A PORTION OF PARCEL 4 OF PARCEL MAP NO. 11401 FILED IN BOOK 54 PAGES 192 TO 194, INCLUSIVE, OF PARCEL MAPS, IN THE CITY OF ARVIN, COUNTY OF KERN, STATE OF CALIFORNIA. 20.73 ACRES 99 LOTS

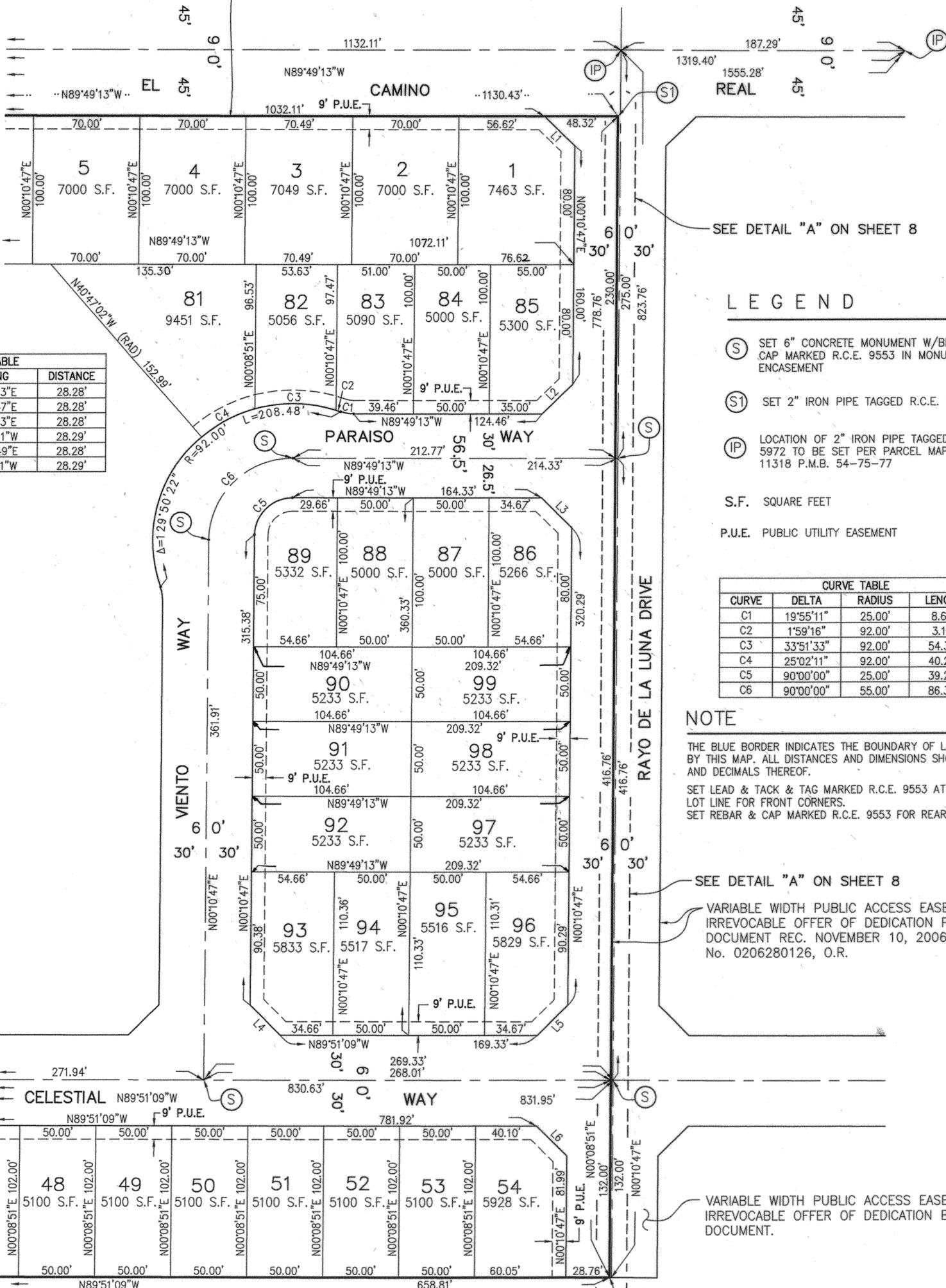


*Gunjit S. Sikand*  
G. S. SIKAND  
R.C.E. 9553, EXPIRES 12/31/2008

90' PUBLIC ACCESS EASEMENT AND IRREVOCABLE OFFER OF DEDICATION PER PARCEL MAP NO. 11318 P.M.B. 54-75-77

RAYO DE LA LUNA DRIVE

SCALE: 1" = 50'



LINE	BEARING	DISTANCE
L1	S44°49'13"E	28.28'
L2	N45°10'47"E	28.28'
L3	S44°49'13"E	28.28'
L4	N44°50'11"W	28.29'
L5	N45°09'49"E	28.28'
L6	N44°50'11"W	28.29'

### LEGEND

- (S) SET 6" CONCRETE MONUMENT W/BRASS CAP MARKED R.C.E. 9553 IN MONUMENT ENCASEMENT
- (S1) SET 2" IRON PIPE TAGGED R.C.E. 9553
- (IP) LOCATION OF 2" IRON PIPE TAGGED L.S. 5972 TO BE SET PER PARCEL MAP NO. 11318 P.M.B. 54-75-77
- S.F. SQUARE FEET
- P.U.E. PUBLIC UTILITY EASEMENT

CURVE	DELTA	RADIUS	LENGTH
C1	19°55'11"	25.00'	8.69'
C2	1°59'16"	92.00'	3.19'
C3	33°51'33"	92.00'	54.37'
C4	25°02'11"	92.00'	40.20'
C5	90°00'00"	25.00'	39.27'
C6	90°00'00"	55.00'	86.39'

### NOTE

THE BLUE BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP. ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.  
 SET LEAD & TACK & TAG MARKED R.C.E. 9553 AT PROJECTION OF LOT LINE FOR FRONT CORNERS.  
 SET REBAR & CAP MARKED R.C.E. 9553 FOR REAR LOT CORNERS.

SEE DETAIL "A" ON SHEET 8

VARIABLE WIDTH PUBLIC ACCESS EASEMENT AND IRREVOCABLE OFFER OF DEDICATION PER DOCUMENT REC. NOVEMBER 10, 2006 AS INSTR. No. 0206280126, O.R.

VARIABLE WIDTH PUBLIC ACCESS EASEMENT AND IRREVOCABLE OFFER OF DEDICATION BY SEPERATE DOCUMENT.

SHEET

SEE

### RECORDER'S STATEMENT

DOCUMENT NO. 207134268

ACCEPTED FOR RECORD AND FILED IN BOOK 58, PAGE 25 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF KERN, THIS 26 DAY OF JUNE, 2007, AT 11:46 A.M. AT THE REQUEST OF GUNJIT S. SIKAND.

JAMES W. FITCH  
KERN COUNTY ASSESSOR-RECORDER

BY: *Cathy Good*  
DEPUTY RECORDER

25

25

# TRACT NO. 5816

## PHASE 12

CONSISTING OF 8 SHEETS IN THE CITY OF ARVIN

BEING A SUBDIVISION OF A PORTION OF PARCEL 4 OF PARCEL MAP NO. 11401 FILED IN BOOK 54 PAGES 192 TO 194, INCLUSIVE, OF PARCEL MAPS, IN THE CITY OF ARVIN, COUNTY OF KERN, STATE OF CALIFORNIA.  
20.73 ACRES 99 LOTS



*Gunjit S. Sikand*  
G. S. SIKAND  
R.C.E. 9553, EXPIRES 12/31/2008

90' PUBLIC ACCESS EASEMENT AND IRREVOCABLE OFFER OF DEDICATION PER PARCEL MAP NO. 11318 P.M.B. 54-75-77



SCALE: 1" = 50'

SHEET 6

SHEET 7

SHEET 8

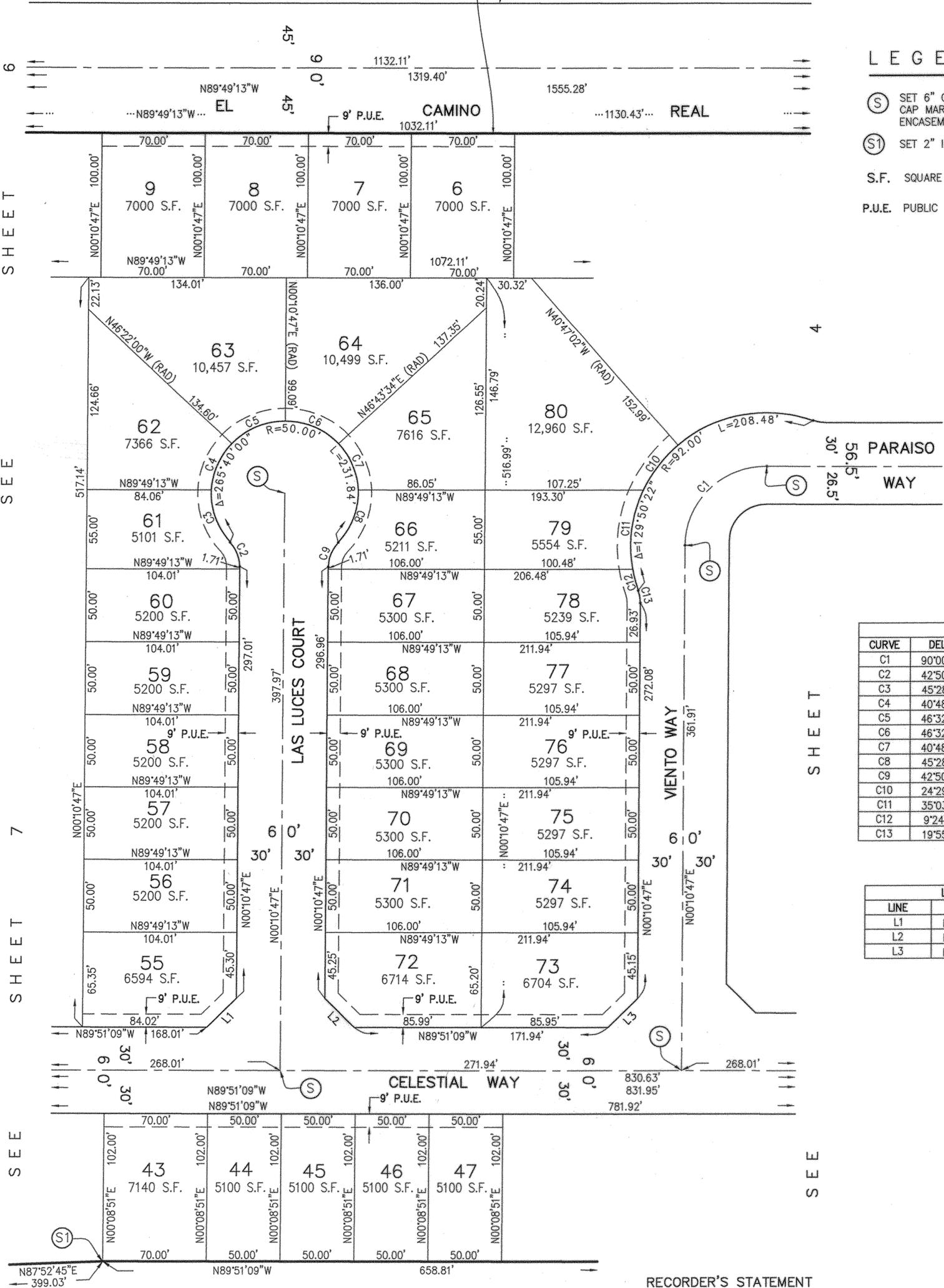
SHEET 9

### LEGEND

- (S) SET 6" CONCRETE MONUMENT W/BRASS CAP MARKED R.C.E. 9553 IN MONUMENT ENCASEMENT
- (S1) SET 2" IRON PIPE TAGGED R.C.E. 9553
- S.F. SQUARE FEET
- P.U.E. PUBLIC UTILITY EASEMENT

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	90°00'00"	55.00'	86.39'
C2	42°50'00"	25.00'	18.69'
C3	45°28'21"	50.00'	39.68'
C4	40°48'52"	50.00'	35.62'
C5	46°32'47"	50.00'	40.62'
C6	46°32'47"	50.00'	40.62'
C7	40°48'52"	50.00'	35.62'
C8	45°28'21"	50.00'	39.68'
C9	42°50'00"	25.00'	18.69'
C10	24°29'41"	92.00'	39.33'
C11	35°03'19"	92.00'	56.29'
C12	9°24'22"	92.00'	15.10'
C13	19°55'11"	25.00'	8.69'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N45°09'49"E	28.28'
L2	N44°50'11"W	28.29'
L3	N45°09'49"E	28.28'



### NOTE

THE BLUE BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP. ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.

SET LEAD & TACK & TAG MARKED R.C.E. 9553 AT PROJECTION OF LOT LINE FOR FRONT CORNERS.

SET REBAR & CAP MARKED R.C.E. 9553 FOR REAR LOT CORNERS.

### RECORDER'S STATEMENT

DOCUMENT NO. 207134268

ACCEPTED FOR RECORD AND FILED IN BOOK 58, PAGE 26 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF KERN, THIS 26 DAY OF JUNE, 2007, AT 11:46 A.M. AT THE REQUEST OF GUNJIT S. SIKAND.

JAMES W. FITCH  
KERN COUNTY ASSESSOR-RECORDER

BY: Patti Reed  
DEPUTY RECORDER

Attachment: Tract No. 5816 Phase 12 Map (Acceptance of Improvements for Tract No. 5816 Phase 12 and a 90% Reduction in Bonds)

27



G. S. SIKAND  
R.C.E. 9553, EXPIRES 12/31/2008

# TRACT NO. 5816

## PHASE 12

CONSISTING OF 8 SHEETS IN THE CITY OF ARVIN

BEING A SUBDIVISION OF A PORTION OF PARCEL 4 OF PARCEL MAP NO. 11401 FILED IN BOOK 54 PAGES 192 TO 194, INCLUSIVE, OF PARCEL MAPS, IN THE CITY OF ARVIN, COUNTY OF KERN, STATE OF CALIFORNIA.  
20.73 ACRES 99 LOTS

90' PUBLIC ACCESS EASEMENT AND IRREVOCABLE OFFER OF DEDICATION PER PARCEL MAP NO. 11318 P.M.B. 54-75-77



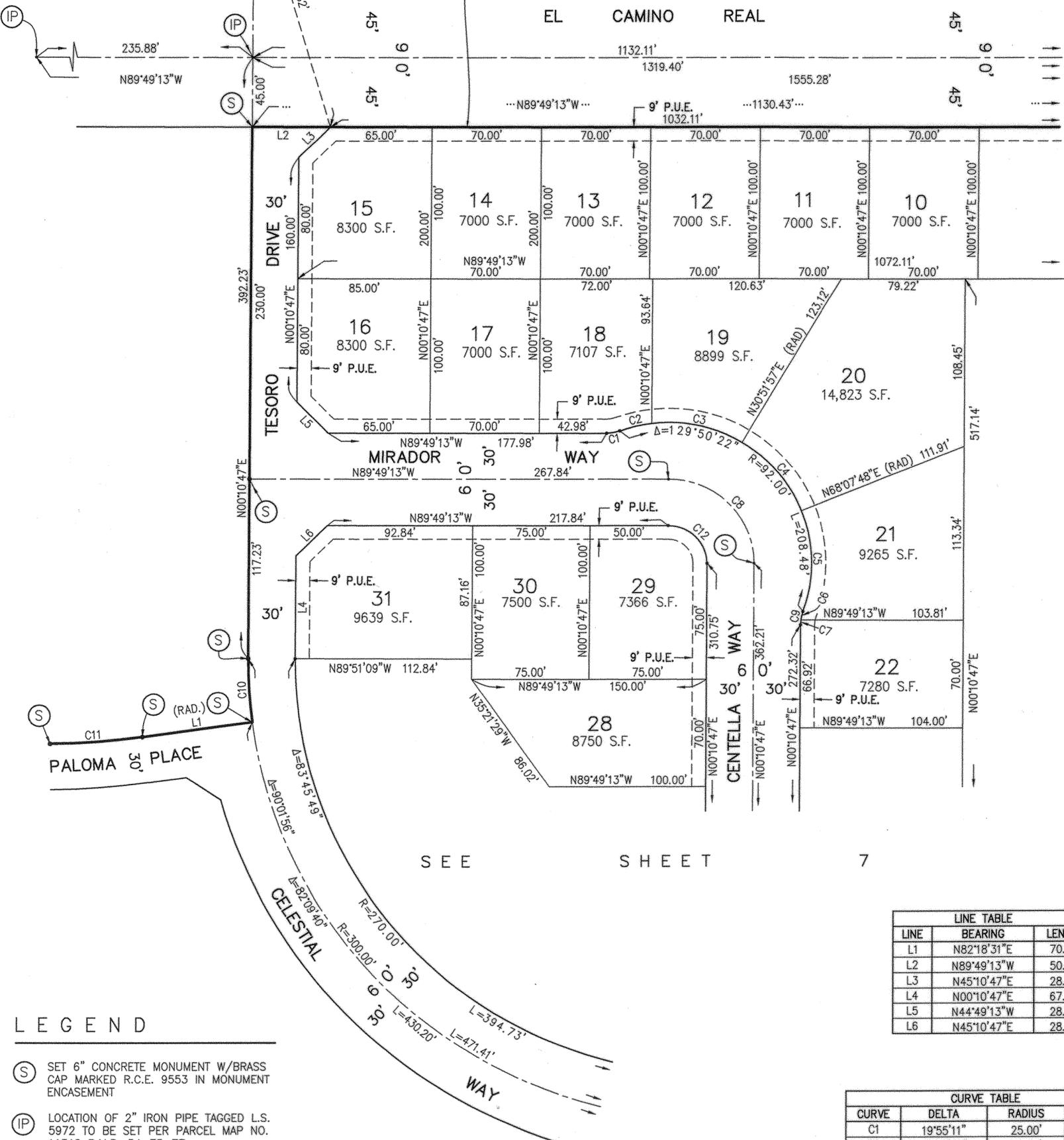
SCALE: 1" = 50'

SEE SHEET 7

SEE SHEET 2

SHEET 5

SEE SHEET 7



### LEGEND

- (S) SET 6" CONCRETE MONUMENT W/BRASS CAP MARKED R.C.E. 9553 IN MONUMENT ENCASEMENT
- (IP) LOCATION OF 2" IRON PIPE TAGGED L.S. 5972 TO BE SET PER PARCEL MAP NO. 11318 P.M.B. 54-75-77
- S.F. SQUARE FEET
- P.U.E. PUBLIC UTILITY EASEMENT

LINE TABLE		
LINE	BEARING	LENGTH
L1	N82°18'31"E	70.66'
L2	N89°49'13"W	50.00'
L3	N45°10'47"E	28.28'
L4	N00°10'47"E	67.23'
L5	N44°49'13"W	28.28'
L6	N45°10'47"E	28.28'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	19°55'11"	25.00'	8.69'
C2	13°09'06"	92.00'	21.12'
C3	37°27'15"	92.00'	60.14'
C4	37°15'51"	92.00'	59.83'
C5	41°58'10"	92.00'	67.39'
C6	12°51'16"	25.00'	5.61'
C7	7°03'55"	25.00'	3.08'
C8	90°00'00"	55.00'	86.39'
C9	19°55'11"	25.00'	8.69'
C10	7°52'16"	300.00'	41.21'
C11	6°46'15"	500.00'	59.09'
C12	90°00'00"	25.00'	39.27'

### RECORDER'S STATEMENT

DOCUMENT NO. 202134768

ACCEPTED FOR RECORD AND FILED IN BOOK 58 PAGE 27 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF KERN, THIS 26 DAY OF JUNE, 2021, AT 11:46 A.M. AT THE REQUEST OF GUNJIT S. SIKAND.

JAMES W. FITCH  
KERN COUNTY ASSESSOR-RECORDER

BY: Patricia Good  
DEPUTY RECORDER

### NOTE

THE BLUE BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP. ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.  
SET LEAD & TACK & TAG MARKED R.C.E. 9553 AT PROJECTION OF LOT LINE FOR FRONT CORNERS.  
SET REBAR & CAP MARKED R.C.E. 9553 FOR REAR LOT CORNERS.

27

Attachment: Tract No. 5816 Phase 12 Map (Acceptance of Improvements for Tract No. 5816 Phase 12 and a 90% Reduction in Bonds)

# TRACT NO. 5816

## PHASE 12

CONSISTING OF 8 SHEETS IN THE CITY OF ARVIN

BEING A SUBDIVISION OF A PORTION OF PARCEL 4 OF PARCEL MAP NO. 11401 FILED IN BOOK 54 PAGES 192 TO 194, INCLUSIVE, OF PARCEL MAPS, IN THE CITY OF ARVIN, COUNTY OF KERN, STATE OF CALIFORNIA.  
20.73 ACRES 99 LOTS



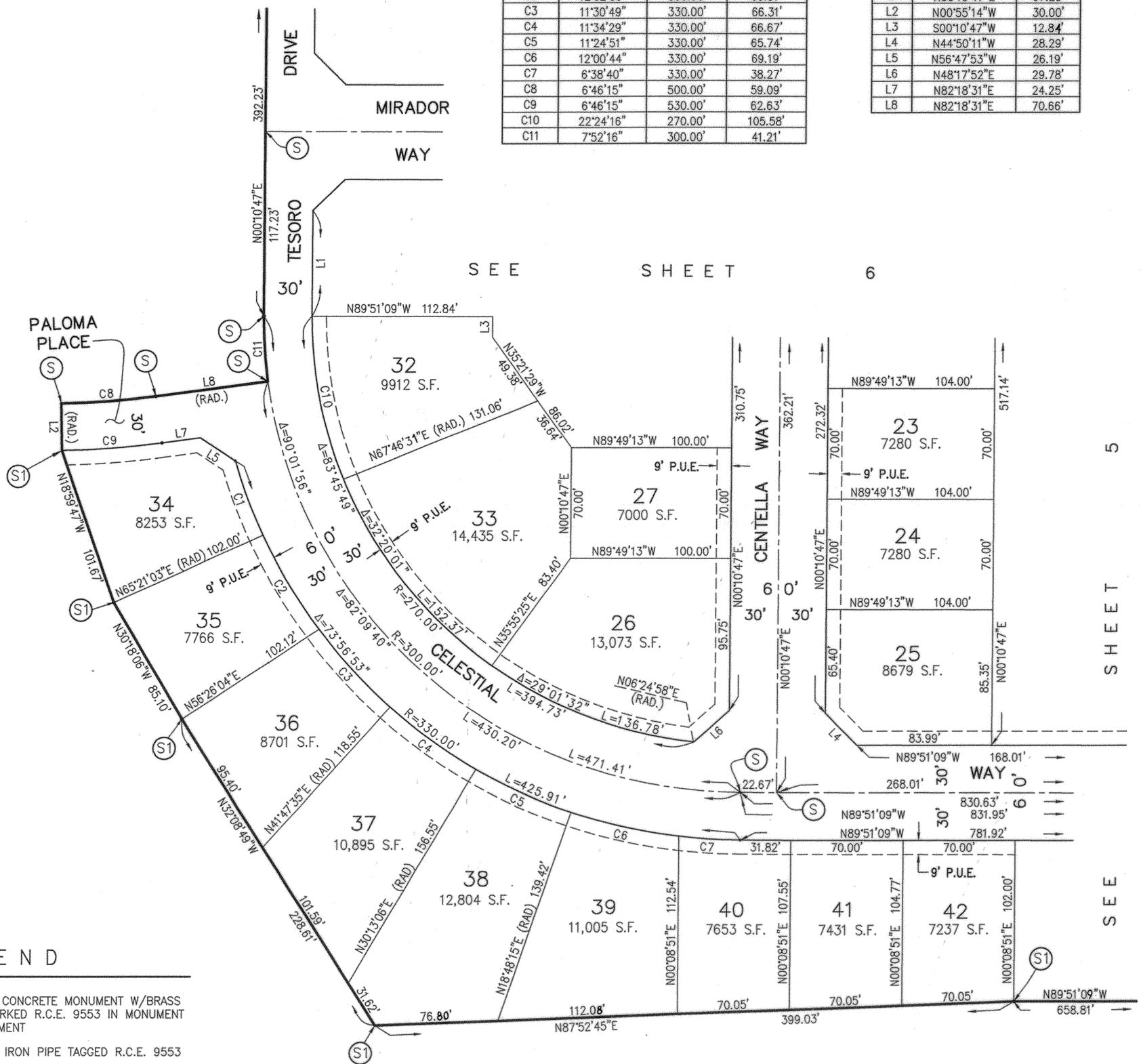
*Gunjit S. Sikand*  
G. S. SIKAND  
R.C.E. 9553, EXPIRES 12/31/2008



SCALE: 1" = 50'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	8°44'41"	330.00'	50.36'
C2	12°02'39"	330.00'	69.37'
C3	11°30'49"	330.00'	66.31'
C4	11°34'29"	330.00'	66.67'
C5	11°24'51"	330.00'	65.74'
C6	12°00'44"	330.00'	69.19'
C7	6°38'40"	330.00'	38.27'
C8	6°46'15"	500.00'	59.09'
C9	6°46'15"	530.00'	62.63'
C10	22°24'16"	270.00'	105.58'
C11	7°52'16"	300.00'	41.21'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°10'47"E	67.23'
L2	N00°55'14"W	30.00'
L3	S00°10'47"W	12.84'
L4	N44°50'11"W	28.29'
L5	N56°47'53"W	26.19'
L6	N48°17'52"E	29.78'
L7	N82°18'31"E	24.25'
L8	N82°18'31"E	70.66'



SEE SHEET 6

SEE SHEET 5

SEE SHEET

### LEGEND

- (S) SET 6" CONCRETE MONUMENT W/BRASS CAP MARKED R.C.E. 9553 IN MONUMENT ENCASEMENT
- (S1) SET 2" IRON PIPE TAGGED R.C.E. 9553
- S.F. SQUARE FEET
- P.U.E. PUBLIC UTILITY EASEMENT

### NOTE

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### RECORDER'S STATEMENT

DOCUMENT NO. 207134768

ACCEPTED FOR RECORD AND FILED IN BOOK 58, PAGE 28 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF KERN, THIS 26 DAY OF JUNE, 2007, AT 11:46 A.M. AT THE REQUEST OF GUNJIT S. SIKAND.

JAMES W. FITCH  
KERN COUNTY ASSESSOR-RECORDER

BY: *Patti Good*  
DEPUTY RECORDER

Attachment: Tract No. 5816 Phase 12 Map (Acceptance of Improvements for Tract No. 5816 Phase 12 and a 90% Reduction in Bonds)



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

Meeting Date: January 22, 2019

**TO:** City Council

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

**SUBJECT:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN AUTHORIZING A TASK ORDER BY AND BETWEEN THE CITY OF ARVIN AND VEOLIA FOR A WASTEWATER TREATMENT PLANT FACILITY MASTER PLAN AND RELATED BUDGET TRANSFERS.

**BACKGROUND:**

In conjunction with the City's Sanitary Sewer Management Program (SSMP) study which was authorized by the City Council at its November 5<sup>th</sup>, 2018 regular meeting, the City needs to undertake a Wastewater Treatment Plant Facility Master Plan (WWTPFMP) study. The SSMP and the WWTPFMP are critical reports which help guide the City's expansion of its wastewater operations in support of the City's general plan.

Veolia North America operates the City owned wastewater treatment plant. The City pays Veolia a monthly operating fee plus the cost of sludge removal. While Veolia will manage the overall WWTPFMP study, the actual study will be subcontracted to Stantec Consulting Services, Inc.

Veolia solicited proposals from three qualified engineering firms in the area and received two proposals. The proposal from Stantec Consulting Services, Inc. was selected as the most qualified, best value proposal from the two submitted. The facility master plan will provide the engineering analysis, design options, recommendations and cost estimate information suitable for a Proposition 218 compliant rate study. The attached proposal from Veolia includes a 15% contingency for additional services necessary at the request of the City.

The following information represents the scope of services that Stantec will provide to Veolia and the City.

**Task 1 - Project management, communications and meetings**

Stantec will perform project administration activities throughout the duration of the project.

Project administration consists of project setup and document control, weekly monitoring of schedule and budget, monthly invoicing, progress meetings and project close-out activities.

Stantec staff (3 people) will attend a maximum of three meetings at the client site including the presentation to the Arvin City Council.

Monthly progress meetings, if desired by the City, will be conducted via teleconference.

### **Task 2 - Evaluation and recommendation of ultimate effluent destination**

Stantec will evaluate the following five options for effluent disposal/reuse:

- (1) Pump to Arvin Edison Water Storage District facilities located approximately 3.5 miles south of wastewater plant.
- (2) Continued reliance on land application for crop production.
- (3) Groundwater recharge using conventional percolation basins on a 75+ acre parcel immediately south of wastewater plant, with an option to utilize an additional 20+ acres inside the existing wastewater plant facility currently used for irrigation water storage.
- (4) Groundwater recharge using subsurface piping (leach fields), with an option to explore the potential to utilize the surface area above the leach fields for secondary functions such as athletic fields and solar power generation facilities.
- (5) Direct injection.

For each option, Stantec will develop the effluent water quality goals, determine treatment needs, and develop Class 5 cost estimate. Pros and cons for each option will be identified and discussed with the City staff and used along with cost estimate to recommend the most suitable option to the City.

In addition, we suggest the following additional tasks to prepare the City and the facility for potential future regulatory changes

### **Task 3 - Determine optimum plant hydraulic and organic load design parameters for a minimum twenty-year design period**

Stantec will meet with the City staff and Kern County planning departments to obtain population estimates.

After an agreement has been reached on population estimate, Stantec will determine the future

hydraulic and organic loading to the WWTP for a minimum twenty-year design period.

**Task 4 - Evaluate potential treatment options to match recommended effluent destination, projected flows and loadings and carbon footprint**

The treatment option recommended in Task 2 will be developed further to meet the 20-year design capacity determined from Task 3. Stantec will review the 30% design prepared by AECOM in 2008 as part of this effort.

The biosolids produced at the WWTP are currently hauled away to a landfill that is 70-80 miles from the WWTP. Stantec team will evaluate the onsite sludge drying alternative to potentially eliminate the need for hauling the biosolids. Considering the proximity of the WWTP to the residents nearby, treatment for odor control is expected and would be evaluated with the onsite sludge drying alternative.

Stantec will also evaluate maximum of two solids treatment options based on City's preference.

Based on current regulations, Stantec will recommend office upgrades/expansion.

**Task 5 - Provide and present recommendations to the Arvin City Council**

Stantec will prepare the capital and O&M (operations and maintenance) cost estimates for recommended treatment improvements as identified and developed in Tasks 2, 3 and 4

The cost estimates will be prepared in a format that is suitable for utilization in a Prop 218 compliant rate study.

Stantec will present the project findings to the Arvin City Council in a single meeting.

**Task 6 - Prepare draft and final report**

Stantec will summarize the project findings in a draft report for City's review. Upon receipt of comments, Stantec will finalize the report.

**FINANCIAL IMPACT:**

The cost of the study payable to Veoila is estimated to be \$201,723.00. This amount includes a 15% contingency for any additional services requested by the City. The Finance Director has determined that although this study is unbudgeted in the Fiscal Year 2018-19 budget, sufficient funds exist in Fund number 421 (Sewer Connection Fees) to fund this study. A budget adjustment authorizing the transfer of \$201,723.00 from Account number 421-000-0380 (fund balance - sewer connection fees) to Account number 421-018-5052 (capital expense - sewer connection fees) will also be part of this item.

## RESOLUTION

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN AUTHORIZING A TASK ORDER BY AND BETWEEN THE CITY OF ARVIN AND VEOLIA FOR A WASTEWATER TREATMENT PLANT FACILITY MASTER PLAN AND RELATED BUDGET TRANSFERS.**

**WHEREAS**, In conjunction with the City's Sanitary Sewer Management Program (SSMP) study which was authorized by the City Council at its November 5<sup>th</sup>, 2018 regular meeting, the City desires to undertake a Wastewater Treatment Plant Facility Master Plan (WWTPFMP) study; and

**WHEREAS**, Veolia North America operates the City owned wastewater treatment plant. The City pays Veolia a monthly operating fee plus the cost of sludge removal; and

**WHEREAS**, Veolia solicited proposals from three qualified engineering firms in the area to perform the preparation of the WWTPFMP and received two proposals; and

**WHEREAS**, The proposal from Stantec Consulting Services, Inc. was selected as the most qualified, best value proposal from the two submitted; and

**WHEREAS**, the WWTPFMP study is unbudgeted in the City's Fiscal Year 2018-19 budget and a budget adjustment will be necessary;

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Arvin as follows: (1) Authorizes the Mayor and/or City Manager to approve Task Order with Veolia in an amount not to exceed \$201,723.00 for the preparation of a Wastewater Treatment Plant Facility Master Plan study. (2) Authorizes a budget transfer in the amount of \$201,723.00 from account 421-000-0380 to account 421-038-5052.

**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 22nd day of January, 2019 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.



## TASK AUTHORIZATION

Arvin WWTP - Master Plan

Date: 1/15/2019

**Activity Classification**  
(Check applicable)

<b>Administration</b>	<input checked="" type="checkbox"/>
<b>Engineering</b>	
Planning	<input checked="" type="checkbox"/>
Design	<input checked="" type="checkbox"/>
Construction	<input type="checkbox"/>
<b>Construction</b>	
Sanitary Sewer	<input type="checkbox"/>
Storm Sewer	<input type="checkbox"/>
Sanitary P.S.	<input type="checkbox"/>
Storm P.S.	<input type="checkbox"/>
<b>Wastewater</b>	<input checked="" type="checkbox"/>
<b>Other (specify below)</b>	<input type="checkbox"/>

VWNA Project #: TBD

Proposed by: \_\_\_\_\_  
Bill Hanley, Director CPM, Veolia NA

Approved by: \_\_\_\_\_  
Dale Ducharme, PM Operations, VWNA

Reviewed by: \_\_\_\_\_  
City of Arvin, Jeff Jones, Finance Director

Approved by: \_\_\_\_\_  
City of Arvin, Jerry Breckinridge, City Manager

Approval Date: \_\_\_\_\_

Project Cost:	\$171,465.00
Markup:	\$30,258.00
<b>Total Authorized Amt.:</b>	<b>\$201,723.00</b>

**Scope of Services**

Veolia Water West Operating Services, Inc. will engage the services of Stantec Consulting Services Inc. to prepare a Master Plan at the City of Arvin Wastewater Treatment Plant.

1. Veolia will coordinate engineering data with Stantec, communicate progress and schedule reviews with the City of Arvin to support their rate study to the extent possible. The duration of the study will remain unchanged and the completion date will be adjusted based on the executed date in this Task Authorization (TA).
2. This facility master plan will provide the engineering analysis, design options, recommendations and cost estimate information suitable for a Proposition 218 compliant rate study.
3. A 15% contingency has been included in the total cost for additional services necessary at the request of the city.

**Attachments**

1. Veolia proposal letter and cost spreadsheet.
2. Stantec Consulting Services Inc. Proposal (dated 11/21/18)



December 12, 2018

Jerry Breckenridge  
City Manager  
200 Campus Drive  
Arvin, CA

**RE: Arvin Wastewater Treatment Plant – Facility Master Plan**

Dear Mr. Breckenridge,

Veolia Water West Operating Services, Inc. is pleased to submit the following proposal for management and preparation of a Master Plan at the City of Arvin Wastewater Treatment Plant. Veolia solicited proposals from three qualified engineering firms in the area and received two proposals. The proposal from Stantec Consulting Services Inc. was selected as the most qualified, best value proposal from the two submitted. The attached scope of services, schedule and fee proposal from Stantec is attached for your review. This facility master plan will provide the engineering analysis, design options, recommendations and cost estimate information suitable for a Prop 218 compliant rate study anticipated for this spring. The attached cost proposal includes 15% contingency for additional services necessary at the request of the City.

Our price proposal for the attached scope of work:

\$ 201,723.00

Thank you for the opportunity to present this proposal and we look forward to working with you on this project. Please do not hesitate to contact me should you have any questions or need additional information on this proposal.

Sincerely,

  
Bill Hanley, P.E.  
Capital Program Management Group  
Veolia North America

bill.hanley@veolia.com

VEOLIA		Master Cost Summary Sheet				
PROJECT DATA INPUT						
Job No.	Project Name	Location	Revision	Date	JCE Model	
B	Arvin WWTP Facility Master Plan Proposal	Arvin, CA	0	12/12/18	V1.0R4, 7-31-18	
PROPOSAL INFORMATION						
Project Name: Arvin WWTP Facility Master Plan Proposal			<b>Master CPM Job Cost Estimate Model</b> Version V1.0R4, 07-31-2018 (FINAL) <b>Password (1111)</b>			
Job Number: B						
Location: Arvin, CA						
Project Manager: Dale Ducharme						
Proposal Manager: Bill Hanley						
Date: 12/12/2018						
Revision: 0						
MULTIPLIERS						
			CONTINGENCY	MARGIN		
Build:	15.0%	15.000%				
Professional Services:	15.0%	15.000%				
Labor:	0.0%	15.000%				
Equipment:	0.0%	15.000%				
Travel & Entertainment:	0.0%	15.000%				
Site Costs:	0.0%	15.000%				
Financial Costs:	0.0%	15.000%				
Contingency:		15.000%				
<b>TOTAL:</b>	<b>\$ 20,817</b>	<b>\$ 30,258</b>				
			Calc'd Gross Margin:	15.00%		
					Sell Price \$	201,723
					Margin \$	30,258
2.0 - 61P1/00000C00X-1-002 - BUILD						
WBS#	Description	Direct Cost	Contingency	Margin	Total	% of Sell
1-002	BUILD General Contractor	\$ -	\$ -	\$ -	\$ -	0.0%
1-002	BUILD Demolition	\$ -	\$ -	\$ -	\$ -	0.0%
1-002	BUILD Geotechnical	\$ -	\$ -	\$ -	\$ -	0.0%
1-002	BUILD Civil / Structural	\$ -	\$ -	\$ -	\$ -	0.0%
1-002	BUILD Mechanical Installation	\$ -	\$ -	\$ -	\$ -	0.0%
1-002	BUILD HVAC Plumbing	\$ -	\$ -	\$ -	\$ -	0.0%
1-002	BUILD Electrical Installation	\$ -	\$ -	\$ -	\$ -	0.0%
1-002	BUILD Security Systems	\$ -	\$ -	\$ -	\$ -	0.0%
1-002	BUILD Fencing / Landscaping	\$ -	\$ -	\$ -	\$ -	0.0%
1-002	BUILD CM Services	\$ -	\$ -	\$ -	\$ -	0.0%
1-002	BUILD Installation Other	\$ -	\$ -	\$ -	\$ -	0.0%
SUBTOTAL:		\$ -	\$ -	\$ -	\$ -	0.0%
CALC'ED MARGIN:		-	-	-	-	-
3.0 - 61P1/00000C00X-1-003 - PROFESSIONAL SERVICES						
WBS#	Description	Direct Cost	Contingency	Margin	Total	% of Sell
1-003	PROF SVC Engineering Consultant	\$ -	\$ -	\$ -	\$ -	0.0%
1-003	PROF SVC Technical Engineering	\$ 138,778	\$ 20,817	\$ 28,164	\$ 187,758	93.1%
1-003	PROF SVC Electrical/Instrumentation Engineering	\$ -	\$ -	\$ -	\$ -	0.0%
1-003	PROF SVC Professional Fees Other	\$ -	\$ -	\$ -	\$ -	0.0%
1-003	PROF SVC License/Permit Fees	\$ -	\$ -	\$ -	\$ -	0.0%
SUBTOTAL:		\$ 138,778	\$ 20,817	\$ 28,164	\$ 187,758	93.1%
CALC'ED MARGIN:		15.00%	-	-	-	-
4.0 - 61P1/00000C00X-1-004 - LABOR						
WBS#	Description	Direct Cost	Contingency	Margin	Total	% of Sell
1-004	LABOR Salaries and wages	\$ 8,568	\$ -	\$ 1,512	\$ 10,080	5.0%
1-004	LABOR Retirement/pensions (allowances)	\$ 269	\$ -	\$ 48	\$ 317	0.2%
1-004	LABOR Social security contributions	\$ 611	\$ -	\$ 108	\$ 719	0.4%
1-004	LABOR Ops Resources Labor	\$ -	\$ -	\$ -	\$ -	0.0%
SUBTOTAL:		\$ 9,449	\$ -	\$ 1,667	\$ 11,116	5.5%
CALC'ED MARGIN:		15.00%	-	-	-	-
5.0 - 61P1/00000C00X-1-005 - EQUIPMENT						
WBS#	Description	Direct Cost	Contingency	Margin	Total	% of Sell
1-005	EQUIP Mechanical Equipment	\$ -	\$ -	\$ -	\$ -	0.0%
1-005	EQUIP Electrical Equipment	\$ -	\$ -	\$ -	\$ -	0.0%
1-005	EQUIP Instrumentation	\$ -	\$ -	\$ -	\$ -	0.0%
1-005	EQUIP Emergency Generators	\$ -	\$ -	\$ -	\$ -	0.0%
1-005	EQUIP HVAC Equipment	\$ -	\$ -	\$ -	\$ -	0.0%
1-005	EQUIP Pipe & Fittings	\$ -	\$ -	\$ -	\$ -	0.0%
1-005	EQUIP Valves	\$ -	\$ -	\$ -	\$ -	0.0%
1-005	EQUIP Paint & Fasteners	\$ -	\$ -	\$ -	\$ -	0.0%
1-005	EQUIP Equipment Other	\$ -	\$ -	\$ -	\$ -	0.0%
SUBTOTAL:		\$ -	\$ -	\$ -	\$ -	0.0%
CALC'ED MARGIN:		-	-	-	-	-
6.0 - 61P1/00000C00X-1-006 - TRAVEL & ENTERTAINMENT						
WBS#	Description	Direct Cost	Contingency	Margin	Total	% of Sell
1-006a	T&E PM Travel & Entertainment	\$ -	\$ -	\$ -	\$ -	0.0%
1-006b	T&E CM Travel & Entertainment	\$ -	\$ -	\$ -	\$ -	0.0%
SUBTOTAL:		\$ -	\$ -	\$ -	\$ -	0.0%
CALC'ED MARGIN:		-	-	-	-	-
7.0 - 61P1/00000C00X-1-007 - SITE COSTS						
WBS#	Description	Direct Cost	Contingency	Margin	Total	% of Sell
1-007	SITE COSTS Telephones	\$ -	\$ -	\$ -	\$ -	0.0%
1-007	SITE COSTS Office Supplies	\$ -	\$ -	\$ -	\$ -	0.0%
1-007	SITE COSTS Safety	\$ -	\$ -	\$ -	\$ -	0.0%
1-007	SITE COSTS Trailer Costs	\$ -	\$ -	\$ -	\$ -	0.0%
1-007	SITE COSTS Utilities	\$ -	\$ -	\$ -	\$ -	0.0%
1-007	SITE COSTS Fleet	\$ -	\$ -	\$ -	\$ -	0.0%
1-007	SITE COSTS Laboratory & Start-up Costs	\$ -	\$ -	\$ -	\$ -	0.0%
SUBTOTAL:		\$ -	\$ -	\$ -	\$ -	0.0%
CALC'ED MARGIN:		-	-	-	-	-
8.0 - 61P1/00000C00X-1-008 - FINANCIAL COSTS						
WBS#	Description	Direct Cost	Contingency	Margin	Total	% of Sell
1-008	FIN COST Surety Bonds	\$ -	\$ -	\$ -	\$ -	0.0%
1-008	FIN COST Bid Bonds	\$ -	\$ -	\$ -	\$ -	0.0%
1-008	FIN COST Corporate Guarantee	\$ N/A	\$ -	\$ -	\$ -	0.0%
1-008	FIN COST Builders Risk Insurance	\$ -	\$ -	\$ -	\$ -	0.0%
1-008	FIN COST General Liability Insurance	\$ 2,421	\$ -	\$ 427	\$ 2,848	1.4%
1-008	FIN COST Sales & Use Tax	\$ -	\$ -	\$ -	\$ -	0.0%
1-008	FIN COST General Business unit overhead	\$ -	\$ -	\$ -	\$ -	0.0%
SUBTOTAL:		\$ 2,421	\$ -	\$ 427	\$ 2,848	1.4%
CALC'ED MARGIN:		15.00%	-	-	-	-
TOTALS						
		Cost	Contingency	Gross Margin	Sell	
		\$ 150,647.53	\$ 20,816.70	\$ 30,258.39	\$ 201,722.62	100.0%
Cost Verification		True		Gross Margin	15.00%	

Attachment: Task Order - Veolia WWTP Master Plan DD (Veolia - WWTP Master Plan Task Order)



# Job Cost Estimate Engineering Subcontractors

Project Name	Revision	Date	JCE Model
B Arvin WWTP Facility Master Plan Proposal	0	12/12/2018	V1.0R4, 7-31-18

**Instructions: Input Only Light Yellow Colored Cells**

## Professional Services

Activity Type	WBS#	Cost Element	Chart of Accounts Description	Company Name / Service	Quantity	Unit Measure	Unit Cost	Extended Cost
PROF SVCS	1-003	SAP	Management, strategic planning, engineering consultants	Engineering Consultant No. 1	1.00	EA	\$ -	\$ -
				Engineering Consultant No. 2	1.00	EA	\$ -	\$ -
				Engineering Consultant No. 3	1.00	EA	\$ -	\$ -
				Engineering Consultant No. 4	1.00	EA	\$ -	\$ -
				Engineering Consultant No. 5	1.00	EA	\$ -	\$ -
				<b>Subtotal</b>				
PROF SVCS	1-003	SAP	Technical study, design, technical assistance	Stantec Consulting Services, Inc.	1.00	EA	\$ 138,778.00	\$ 138,778.00
				Technical Engineering No. 2	1.00	EA	\$ -	\$ -
				Technical Engineering No. 3	1.00	EA	\$ -	\$ -
				Technical Engineering No. 4	1.00	EA	\$ -	\$ -
				Technical Engineering No. 5	1.00	EA	\$ -	\$ -
				<b>Subtotal</b>				
PROF SVCS	1-003	SAP	Systems integration	Electrical/Instrumentation Engineering No. 1	1.00	EA	\$ -	\$ -
				Electrical/Instrumentation Engineering No. 2	1.00	EA	\$ -	\$ -
				Electrical/Instrumentation Engineering No. 3	1.00	EA	\$ -	\$ -
				Electrical/Instrumentation Engineering No. 4	1.00	EA	\$ -	\$ -
				Electrical/Instrumentation Engineering No. 5	1.00	EA	\$ -	\$ -
				<b>Subtotal</b>				
PROF SVCS	1-003	SAP	Other fees	Professional Fees Other No. 1	1.00	EA	\$ -	\$ -
				Professional Fees Other No. 2	1.00	EA	\$ -	\$ -
				Professional Fees Other No. 3	1.00	EA	\$ -	\$ -
				Professional Fees Other No. 4	1.00	EA	\$ -	\$ -
				Professional Fees Other No. 5	1.00	EA	\$ -	\$ -
				<b>Subtotal</b>				
PROF SVCS	1-003	SAP	Certification	License/Permit Fees No. 1	1.00	EA	\$ -	\$ -
				License/Permit Fees No. 2	1.00	EA	\$ -	\$ -
				License/Permit Fees No. 3	1.00	EA	\$ -	\$ -
				License/Permit Fees No. 4	1.00	EA	\$ -	\$ -
				License/Permit Fees No. 5	1.00	EA	\$ -	\$ -
				<b>Subtotal</b>				
<b>Total Engineering Services</b>								<b>\$ 138,778.00</b>

END OF SHEET

# Job Cost Estimate Labor Schedule



Job No.	Project Name	Revision	Date	JCE Model													
B	rvin WWTP Facility Master Plan Propost	0	12/12/2018	V1.0R4, 7-31-18													
<b>1-004</b>																	
Instructions: Input Only Light Yellow Colored Cells																	
Year	1/1/2018	Working Days	23	20	21	22	23	20	23	22	21	23	21	22	261		
Hours/Month	184	160	168	176	184	160	184	176	168	184	168	176	176	2088			
WBS#	LABOR SCHEDULE (HOURS)	Jan-19 Month 13	Feb-19 Month 14	Mar-19 Month 15	Apr-19 Month 16	May-19 Month 17	Jun-19 Month 18	Jul-19 Month 19	Aug-19 Month 20	Sep-19 Month 21	Oct-19 Month 22	Nov-19 Month 23	Dec-19 Month 24	YR2 TOTAL	TOTAL		
1-004	<b>Project Oversight</b>																
1-004	Principal No. 1	2	2	2	2	2	0	0	0	0	0	0	0	10	10		
1-004	Principal No. 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	<b>Senior Project Management</b>																
1-004	SR. PM No. 1	16	8	8	8	16	0	0	0	0	0	0	0	56	56		
1-004	SR. PM No. 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	<b>Project Management</b>																
1-004	PM No. 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
1-004	PM No. 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	<b>Sr. Construction Manager</b>																
1-004	Sr. Construction Manager No. 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
1-004	Sr. Construction Manager No. 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	<b>Construction Manager</b>																
1-004	CM No. 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
1-004	CM No. 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	<b>Scheduler/Estimator</b>																
1-004	Scheduler/Estimator No. 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
1-004	Scheduler/Estimator No. 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	<b>Project Engineer</b>																
1-004	Project Engineer No. 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
1-004	Project Engineer No. 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	<b>Administration</b>																
1-004	Admin. No. 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
1-004	Admin. No. 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	<b>Operations Labor</b>																
1-004	Ops Resource No. 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
1-004	Ops Resource No. 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
1-004	Ops Resource No. 3	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
1-004	Ops Resource No. 4	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
<b>LABOR COST SCHEDULE</b>																	
	YR 2 - % Increase													3%	\$ 66.00		
	YR3 - % Increase													3%			
	2018 Rates	YR 2 Rates	YR3 Rates	Jan-19 Month 13	Feb-19 Month 14	Mar-19 Month 15	Apr-19 Month 16	May-19 Month 17	Jun-19 Month 18	Jul-19 Month 19	Aug-19 Month 20	Sep-19 Month 21	Oct-19 Month 22	Nov-19 Month 23	Dec-19 Month 24	YR2 TOTAL	TOTAL
1-004	\$ 164.66	\$ 169.60	\$ 174.69	\$ 339.21	\$ 339.21	\$ 339.21	\$ 339.21	\$ 339.21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,696.04	\$ 1,696.04
1-004	\$ 164.66	\$ 169.60	\$ 174.69	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
																	\$ 1,696.04
1-004	\$ 134.41	\$ 138.44	\$ 142.60	\$ 2,215.07	\$ 1,107.54	\$ 1,107.54	\$ 1,107.54	\$ 2,215.07	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,752.75	\$ 7,752.75
1-004	\$ 134.41	\$ 138.44	\$ 142.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
																	\$ 7,752.75
1-004	\$ 112.37	\$ 115.74	\$ 119.22	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1-004	\$ 112.37	\$ 115.74	\$ 119.22	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
																	\$ -
1-004	\$ 100.53	\$ 103.55	\$ 106.65	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1-004	\$ 100.53	\$ 103.55	\$ 106.65	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
																	\$ -
1-004	\$ 76.42	\$ 78.72	\$ 81.08	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1-004	\$ 76.42	\$ 78.72	\$ 81.08	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
																	\$ -
1-004	\$ 76.42	\$ 78.72	\$ 81.08	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1-004	\$ 76.42	\$ 78.72	\$ 81.08	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
																	\$ -
1-004	\$ 74.80	\$ 77.05	\$ 79.36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1-004	\$ 74.80	\$ 77.05	\$ 79.36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
																	\$ -
1-004	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1-004	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1-004	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1-004	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
																	\$ -
				\$ 2,554.28	\$ 1,446.74	\$ 1,446.74	\$ 1,446.74	\$ 2,554.28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,448.79

Attachment: Task Order - Veolia WWTP Master Plan DD (Veolia - WWTP Master Plan Task Order)



## Job Cost Estimate Taxes - Bonds - Other

Job No.	Project Name	Revision	Date	JCE Model
B	Arvin WWTP Facility Master Plan Proposal	0	12/12/2018	V1.0R4, 7-31-18

**Instructions: Input Only Light Yellow Colored Cells**

**1-008**

### FINANCIAL COSTS

Activity Type	WBS#	Cost Element	Chart of Accounts Description	Description	Contract Value	Rate/Amount	Extended Cost
FIN COSTS	1-008	SAP	Other insurances	Surety Bonds (Consult Boston)	Lump Sum	\$ -	\$ -
FIN COSTS	1-008	SAP	Other insurances	Bid Bonds (Consult Boston)	\$ -	0.00%	\$ -
FIN COSTS	1-008	SAP	Fees of operating guarantees received	Corporate Guarantee (Consult Boston)	N/A	N/A	N/A
FIN COSTS	1-008	SAP	Property insurance	Builders Risk Insurance (Consult Boston)	Lump Sum	\$ -	\$ -
FIN COSTS	1-008	SAP	Operating risk insurance	General Liability Insurance	\$ 201,720.00	1.200%	\$ 2,420.64
FIN COSTS	1-008	SAP	Other taxes	Sales & Use Tax	\$ -	0.00%	\$ -
FIN COSTS	1-008	SAP	Other current operating costs	Project Development Costs	\$ -	0.00%	\$ -
<b>Total Taxes, Bonds, Other</b>							<b>\$ 2,420.64</b>

END OF SHEET

Attachment: Task Order - Veolia WWTP Master Plan DD (Veolia - WWTP Master Plan Task Order)



**Stantec Consulting Services Inc.**  
300 North Lake Avenue Suite 400, Pasadena CA 91101-4169

21 November 2018

Bill Hanley,  
Director of Capital Program Management  
Municipal and Commercial Business  
4375 E Mesquite Ave.  
Palm Springs, CA 92264

**Subject:** Proposal to prepare a Master Plan for the Arvin Wastewater Treatment Plant

Dear Mr. Hanley,

Stantec is pleased to submit this proposal to prepare a Master Plan for the Arvin Wastewater Treatment Plant (WWTP). We have summarized the scope of work in the following section along with the fees for individual tasks. The project is expected to be complete within six months from the notice to proceed.

## Scope of Services

### Task 1 – Project management, communications and meetings

Stantec will perform project administration activities throughout the duration of the project. Project administration consists of project setup and document control, weekly monitoring of schedule and budget, monthly invoicing, progress meetings and project close-out activities. Stantec staff (3 people) will attend a maximum of three meetings at the client site including the presentation to the Arvin City Council. Monthly progress meetings, if desired by the City, will be conducted via teleconference.

### Task 2 – Evaluation and recommendation of ultimate effluent destination

Stantec will evaluate the following five options for effluent disposal/reuse:

- Pump to Arvin Edison Water Storage District facilities located approximately 3.5 miles south of wastewater plant
- Continued reliance on land application for crop production
- Groundwater recharge using conventional percolation basins on 75+ acre parcel immediately south of wastewater plant.
  - Option to utilize additional 20+ acres inside existing plant facility currently used for irrigation water storage.
- Groundwater recharge using subsurface piping (leach fields)
  - Explore potential to utilize surface area above leach fields for secondary functions such as athletic fields and solar power generation facilities
- Direct injection

21 November 2018

Page 2 of 4

Reference: Wastewater Treatment Plant CIP Update

For each option, Stantec will develop the effluent water quality goals, determine treatment needs, and develop Class 5 cost estimate. Pros and cons for each option will be identified and discussed with the City staff and used along with cost estimate to recommend the most suitable option to the City.

In addition, we suggest the following additional tasks to prepare the City and the facility for potential future regulatory changes

### **Task 3 – Determine optimum plant hydraulic and organic load design parameters for a minimum twenty-year design period**

Stantec will meet with the City staff and Kern County planning departments to obtain population estimates. After an agreement has been reached on population estimate, Stantec will determine the future hydraulic and organic loading to the WWTP for a minimum twenty-year design period.

### **Task 4 – Evaluate potential treatment options to match recommended effluent destination, projected flows and loadings and carbon footprint**

The treatment option recommended in Task 2 will be developed further to meet the 20-year design capacity determined from Task 3. Stantec will review the 30% design prepared by AECOM in 2008 as part of this effort.

The biosolids produced at the WWTP are currently hauled away to a landfill that is 70-80 miles from the WWTP. Stantec team will evaluate the onsite sludge drying alternative to potentially eliminate the need for hauling the biosolids. Considering the proximity of the WWTP to the residents nearby, treatment for odor control is expected and would be evaluated with the onsite sludge drying alternative.

Stantec will also evaluate maximum of two solids treatment options based on City's preference. Based on current regulations, Stantec will recommend office upgrades/expansion.

### **Task 5 – Provide and present recommendations to the Arvin City Council**

Stantec will prepare the capital and O&M cost estimates for recommended treatment improvements as identified and developed in Tasks 2, 3 and 4. The cost estimates will be prepared in a format that is suitable for utilization in a Prop 218 compliant rate study.

Stantec will present the project findings to the Arvin City Council in a single meeting.

### **Task 6 – Prepare draft and final report**

Stantec will summarize the project findings in a draft report for City's review. Upon receipt of comments, Stantec will finalize the report.

21 November 2018

Page 3 of 4

Reference: Wastewater Treatment Plant CIP Update

## Schedule

Stantec will complete the project within six months of the notice of receipt contingent upon receiving the comments from the City in a timely fashion. We will adhere to the following three submittal deadlines:

- March 1<sup>st</sup>, 2019 – Capital Cost Option Summary
- April 1<sup>st</sup>, 2019 – Draft Report
- June 1<sup>st</sup>, 2019 – Final Report

## Fee

Stantec proposes to complete the work under an hourly rate agreement and will not exceed the sums below without prior written authorization:

Task 1 - \$22,372

Task 2 - \$24,520

Task 3 - \$12,036

Task 4 - \$41,776

Task 5 - \$14,324

Task 6 - \$23,750

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### Zakir Hirani, PE, BCEE

Principal  
Southern California Wastewater/Recycled Water Lead  
Phone: +1 (626) 568-6093  
Cell: +1 (626) 375-6780  
zakir.hirani@stantec.com

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### Venu Kolli, PE

Area Manager  
Phone: +1 (626) 568-6073  
Cell: +1 (949) 413-9059  
venu.kolli@stantec.com

21 November 2018

Page 4 of 4

Reference: Wastewater Treatment Plant CIP Update

By signing this proposal, Veolia North America authorizes Stantec to proceed with the services herein described and acknowledges that it has read and agrees to be bound by the attached Professional Services Terms and Conditions.

This proposal is accepted and agreed on the . day of ., .

Per: \_\_\_\_\_

\_\_\_\_\_

Print Name & Title

\_\_\_\_\_

Signature

Attachment:

Attachment: Task Order - Veolia WWTP Master Plan DD (Veolia - WWTP Master Plan Task Order)



December 12, 2018

Jerry Breckenridge  
City Manager  
200 Campus Drive  
Arvin, CA

**RE: Arvin Wastewater Treatment Plant – Facility Master Plan**

Dear Mr. Breckenridge,

Veolia Water West Operating Services, Inc. is pleased to submit the following proposal for management and preparation of a Master Plan at the City of Arvin Wastewater Treatment Plant. Veolia solicited proposals from three qualified engineering firms in the area and received two proposals. The proposal from Stantec Consulting Services Inc. was selected as the most qualified, best value proposal from the two submitted. The attached scope of services, schedule and fee proposal from Stantec is attached for your review. This facility master plan will provide the engineering analysis, design options, recommendations and cost estimate information suitable for a Prop 218 compliant rate study anticipated for this spring. The attached cost proposal includes 15% contingency for additional services necessary at the request of the City.

Our price proposal for the attached scope of work:

\$ 201,723.00

Thank you for the opportunity to present this proposal and we look forward to working with you on this project. Please do not hesitate to contact me should you have any questions or need additional information on this proposal.

Sincerely,

  
Bill Hanley, P.E.  
Capital Program Management Group  
Veolia North America

bill.hanley@veolia.com

Job No.		Project Name		Location		Revision		Date		JCE Model	
B		Arvin WWTP Facility Master Plan Proposal		Arvin, CA		0		12/12/18		V1.0R4, 7-31-18	
PROPOSAL INFORMATION											
Project Name:		Arvin WWTP Facility Master Plan Proposal				<b>Master CPM Job Cost Estimate Model</b> <b>Version V1.0R4, 07-31-2018 (FINAL)</b> <b>Password (1111)</b>					
Job Number:		B									
Location:		Arvin, CA									
Project Manager:		Dale Ducharme									
Proposal Manager:		Bill Hanley									
Date:		12/12/2018									
Revision:		0									
MULTIPLIERS											
		CONTINGENCY		MARGIN							
Build:		15.0%		15.000%						Sell Price \$ 201,723	
Professional Services:		15.0%		15.000%						Margin \$ 30,258	
Labor:		0.0%		15.000%							
Equipment:		0.0%		15.000%							
Travel & Entertainment:		0.0%		15.000%							
Site Costs:		0.0%		15.000%						Calc'd Gross Margin: 15.00%	
Financial Costs:		0.0%		15.000%							
Contingency:				15.000%							
<b>TOTAL:</b>		<b>\$ 20,817</b>		<b>\$ 30,258</b>							
2.0 - 61P1/00000C00X-1-002 - BUILD											
WBS#	Description		Direct Cost	Contingency	Margin	Total	% of Sell				
1-002	BUILD	General Contractor	\$ -	\$ -	\$ -	\$ -	0.0%				
1-002	BUILD	Demolition	\$ -	\$ -	\$ -	\$ -	0.0%				
1-002	BUILD	Geotechnical	\$ -	\$ -	\$ -	\$ -	0.0%				
1-002	BUILD	Civil / Structural	\$ -	\$ -	\$ -	\$ -	0.0%				
1-002	BUILD	Mechanical Installation	\$ -	\$ -	\$ -	\$ -	0.0%				
1-002	BUILD	HVAC Plumbing	\$ -	\$ -	\$ -	\$ -	0.0%				
1-002	BUILD	Electrical Installation	\$ -	\$ -	\$ -	\$ -	0.0%				
1-002	BUILD	Security Systems	\$ -	\$ -	\$ -	\$ -	0.0%				
1-002	BUILD	Fencing / Landscaping	\$ -	\$ -	\$ -	\$ -	0.0%				
1-002	BUILD	CM Services	\$ -	\$ -	\$ -	\$ -	0.0%				
1-002	BUILD	Installation Other	\$ -	\$ -	\$ -	\$ -	0.0%				
<b>SUBTOTAL:</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.0%</b>				
<b>CALC'ED MARGIN:</b>			<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>				
3.0 - 61P1/00000C00X-1-003 - PROFESSIONAL SERVICES											
WBS#	Description		Direct Cost	Contingency	Margin	Total	% of Sell				
1-003	PROF SVC	Engineering Consultant	\$ -	\$ -	\$ -	\$ -	0.0%				
1-003	PROF SVC	Technical Engineering	\$ 138,778	\$ 20,817	\$ 28,164	\$ 187,758	93.1%				
1-003	PROF SVC	Electrical/Instrumentation Engineering	\$ -	\$ -	\$ -	\$ -	0.0%				
1-003	PROF SVC	Professional Fees Other	\$ -	\$ -	\$ -	\$ -	0.0%				
1-003	PROF SVC	License/Permit Fees	\$ -	\$ -	\$ -	\$ -	0.0%				
<b>SUBTOTAL:</b>			<b>\$ 138,778</b>	<b>\$ 20,817</b>	<b>\$ 28,164</b>	<b>\$ 187,758</b>	<b>93.1%</b>				
<b>CALC'ED MARGIN:</b>			<b>15.00%</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>				
4.0 - 61P1/00000C00X-1-004 - LABOR											
WBS#	Description		Direct Cost	Contingency	Margin	Total	% of Sell				
1-004	LABOR	Salaries and wages	\$ 8,568	\$ -	\$ 1,512	\$ 10,080	5.0%				
1-004	LABOR	Retirement/pensions (allowances)	\$ 269	\$ -	\$ 48	\$ 317	0.2%				
1-004	LABOR	Social security contributions	\$ 611	\$ -	\$ 108	\$ 719	0.4%				
1-004	LABOR	Ops Resources Labor	\$ -	\$ -	\$ -	\$ -	0.0%				
<b>SUBTOTAL:</b>			<b>\$ 9,449</b>	<b>\$ -</b>	<b>\$ 1,667</b>	<b>\$ 11,116</b>	<b>5.5%</b>				
<b>CALC'ED MARGIN:</b>			<b>15.00%</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>				
5.0 - 61P1/00000C00X-1-005 - EQUIPMENT											
WBS#	Description		Direct Cost	Contingency	Margin	Total	% of Sell				
1-005	EQUIP	Mechanical Equipment	\$ -	\$ -	\$ -	\$ -	0.0%				
1-005	EQUIP	Electrical Equipment	\$ -	\$ -	\$ -	\$ -	0.0%				
1-005	EQUIP	Instrumentation	\$ -	\$ -	\$ -	\$ -	0.0%				
1-005	EQUIP	Emergency Generators	\$ -	\$ -	\$ -	\$ -	0.0%				
1-005	EQUIP	HVAC Equipment	\$ -	\$ -	\$ -	\$ -	0.0%				
1-005	EQUIP	Pipe & Fittings	\$ -	\$ -	\$ -	\$ -	0.0%				
1-005	EQUIP	Valves	\$ -	\$ -	\$ -	\$ -	0.0%				
1-005	EQUIP	Paint & Fasteners	\$ -	\$ -	\$ -	\$ -	0.0%				
1-005	EQUIP	Equipment Other	\$ -	\$ -	\$ -	\$ -	0.0%				
<b>SUBTOTAL:</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.0%</b>				
<b>CALC'ED MARGIN:</b>			<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>				
6.0 - 61P1/00000C00X-1-006 - TRAVEL & ENTERTAINMENT											
WBS#	Description		Direct Cost	Contingency	Margin	Total	% of Sell				
1-006a	T&E	PM Travel & Entertainment	\$ -	\$ -	\$ -	\$ -	0.0%				
1-006b	T&E	CM Travel & Entertainment	\$ -	\$ -	\$ -	\$ -	0.0%				
<b>SUBTOTAL:</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.0%</b>				
<b>CALC'ED MARGIN:</b>			<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>				
7.0 - 61P1/00000C00X-1-007 - SITE COSTS											
WBS#	Description		Direct Cost	Contingency	Margin	Total	% of Sell				
1-007	SITE COSTS	Telephones	\$ -	\$ -	\$ -	\$ -	0.0%				
1-007	SITE COSTS	Office Supplies	\$ -	\$ -	\$ -	\$ -	0.0%				
1-007	SITE COSTS	Safety	\$ -	\$ -	\$ -	\$ -	0.0%				
1-007	SITE COSTS	Trailer Costs	\$ -	\$ -	\$ -	\$ -	0.0%				
1-007	SITE COSTS	Utilities	\$ -	\$ -	\$ -	\$ -	0.0%				
1-007	SITE COSTS	Fleet	\$ -	\$ -	\$ -	\$ -	0.0%				
1-007	SITE COSTS	Laboratory & Start-up Costs	\$ -	\$ -	\$ -	\$ -	0.0%				
<b>SUBTOTAL:</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.0%</b>				
<b>CALC'ED MARGIN:</b>			<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>				
8.0 - 61P1/00000C00X-1-008 - FINANCIAL COSTS											
WBS#	Description		Direct Cost	Contingency	Margin	Total	% of Sell				
1-008	FIN COST	Surety Bonds	\$ -	\$ -	\$ -	\$ -	0.0%				
1-008	FIN COST	Bid Bonds	\$ -	\$ -	\$ -	\$ -	0.0%				
1-008	FIN COST	Corporate Guarantee	\$ N/A	\$ -	\$ -	\$ -	0.0%				
1-008	FIN COST	Builders Risk Insurance	\$ -	\$ -	\$ -	\$ -	0.0%				
1-008	FIN COST	General Liability Insurance	\$ 2,421	\$ -	\$ 427	\$ 2,848	1.4%				
1-008	FIN COST	Sales & Use Tax	\$ -	\$ -	\$ -	\$ -	0.0%				
1-008	FIN COST	General Business unit overhead	\$ -	\$ -	\$ -	\$ -	0.0%				
<b>SUBTOTAL:</b>			<b>\$ 2,421</b>	<b>\$ -</b>	<b>\$ 427</b>	<b>\$ 2,848</b>	<b>1.4%</b>				
<b>CALC'ED MARGIN:</b>			<b>15.00%</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>				
TOTALS											
			<b>Cost</b>	<b>Contingency</b>	<b>Gross Margin</b>	<b>Sell</b>					
			<b>\$ 150,647.53</b>	<b>\$ 20,816.70</b>	<b>\$ 30,258.39</b>	<b>\$ 201,722.62</b>			100.0%		
<b>Cost Verification</b>			<b>True</b>		<b>Gross Margin</b>		<b>15.00%</b>				

Attachment: 2018 Arvin WWTP Master Plan Proposal (Veolia - WWTP Master Plan Task Order)



# Job Cost Estimate Engineering Subcontractors

Project Name	Revision	Date	JCE Model
B Arvin WWTP Facility Master Plan Proposal	0	12/12/2018	V1.0R4, 7-31-18

**Instructions: Input Only Light Yellow Colored Cells**

## Professional Services

Activity Type	WBS#	Cost Element	Chart of Accounts Description	Company Name / Service	Quantity	Unit Measure	Unit Cost	Extended Cost
PROF SVCS	1-003	SAP	Management, strategic planning, engineering consultants	Engineering Consultant No. 1	1.00	EA	\$ -	\$ -
				Engineering Consultant No. 2	1.00	EA	\$ -	\$ -
				Engineering Consultant No. 3	1.00	EA	\$ -	\$ -
				Engineering Consultant No. 4	1.00	EA	\$ -	\$ -
				Engineering Consultant No. 5	1.00	EA	\$ -	\$ -
				<b>Subtotal</b>				
PROF SVCS	1-003	SAP	Technical study, design, technical assistance	Stantec Consulting Services, Inc.	1.00	EA	\$ 138,778.00	\$ 138,778.00
				Technical Engineering No. 2	1.00	EA	\$ -	\$ -
				Technical Engineering No. 3	1.00	EA	\$ -	\$ -
				Technical Engineering No. 4	1.00	EA	\$ -	\$ -
				Technical Engineering No. 5	1.00	EA	\$ -	\$ -
				<b>Subtotal</b>				
PROF SVCS	1-003	SAP	Systems integration	Electrical/Instrumentation Engineering No. 1	1.00	EA	\$ -	\$ -
				Electrical/Instrumentation Engineering No. 2	1.00	EA	\$ -	\$ -
				Electrical/Instrumentation Engineering No. 3	1.00	EA	\$ -	\$ -
				Electrical/Instrumentation Engineering No. 4	1.00	EA	\$ -	\$ -
				Electrical/Instrumentation Engineering No. 5	1.00	EA	\$ -	\$ -
				<b>Subtotal</b>				
PROF SVCS	1-003	SAP	Other fees	Professional Fees Other No. 1	1.00	EA	\$ -	\$ -
				Professional Fees Other No. 2	1.00	EA	\$ -	\$ -
				Professional Fees Other No. 3	1.00	EA	\$ -	\$ -
				Professional Fees Other No. 4	1.00	EA	\$ -	\$ -
				Professional Fees Other No. 5	1.00	EA	\$ -	\$ -
				<b>Subtotal</b>				
PROF SVCS	1-003	SAP	Certification	License/Permit Fees No. 1	1.00	EA	\$ -	\$ -
				License/Permit Fees No. 2	1.00	EA	\$ -	\$ -
				License/Permit Fees No. 3	1.00	EA	\$ -	\$ -
				License/Permit Fees No. 4	1.00	EA	\$ -	\$ -
				License/Permit Fees No. 5	1.00	EA	\$ -	\$ -
				<b>Subtotal</b>				
<b>Total Engineering Services</b>								<b>\$ 138,778.00</b>

END OF SHEET





## Job Cost Estimate Taxes - Bonds - Other

Job No.	Project Name	Revision	Date	JCE Model			
B	Arvin WWTP Facility Master Plan Proposal	0	12/12/2018	V1.0R4, 7-31-18			
<b>Instructions: Input Only Light Yellow Colored Cells</b>							
<b>1-008 FINANCIAL COSTS</b>							
Activity Type	WBS#	Cost Element	Chart of Accounts Description	Description	Contract Value	Rate/Amount	Extended Cost
FIN COSTS	1-008	SAP	Other insurances	Surety Bonds (Consult Boston)	Lump Sum	\$ -	\$ -
FIN COSTS	1-008	SAP	Other insurances	Bid Bonds (Consult Boston)	\$ -	0.00%	\$ -
FIN COSTS	1-008	SAP	Fees of operating guarantees received	Corporate Guarantee (Consult Boston)	N/A	N/A	N/A
FIN COSTS	1-008	SAP	Property insurance	Builders Risk Insurance (Consult Boston)	Lump Sum	\$ -	\$ -
FIN COSTS	1-008	SAP	Operating risk insurance	General Liability Insurance	\$ 201,720.00	1.200%	\$ 2,420.64
FIN COSTS	1-008	SAP	Other taxes	Sales & Use Tax	\$ -	0.00%	\$ -
FIN COSTS	1-008	SAP	Other current operating costs	Project Development Costs	\$ -	0.00%	\$ -
<b>Total Taxes, Bonds, Other</b>							<b>\$ 2,420.64</b>
END OF SHEET							



**Stantec Consulting Services Inc.**  
300 North Lake Avenue Suite 400, Pasadena CA 91101-4169

21 November 2018

Bill Hanley,  
Director of Capital Program Management  
Municipal and Commercial Business  
4375 E Mesquite Ave.  
Palm Springs, CA 92264

**Subject:** Proposal to prepare a Master Plan for the Arvin Wastewater Treatment Plant

Dear Mr. Hanley,

Stantec is pleased to submit this proposal to prepare a Master Plan for the Arvin Wastewater Treatment Plant (WWTP). We have summarized the scope of work in the following section along with the fees for individual tasks. The project is expected to be complete within six months from the notice to proceed.

## Scope of Services

### Task 1 – Project management, communications and meetings

Stantec will perform project administration activities throughout the duration of the project. Project administration consists of project setup and document control, weekly monitoring of schedule and budget, monthly invoicing, progress meetings and project close-out activities. Stantec staff (3 people) will attend a maximum of three meetings at the client site including the presentation to the Arvin City Council. Monthly progress meetings, if desired by the City, will be conducted via teleconference.

### Task 2 – Evaluation and recommendation of ultimate effluent destination

Stantec will evaluate the following five options for effluent disposal/reuse:

- Pump to Arvin Edison Water Storage District facilities located approximately 3.5 miles south of wastewater plant
- Continued reliance on land application for crop production
- Groundwater recharge using conventional percolation basins on 75+ acre parcel immediately south of wastewater plant.
  - Option to utilize additional 20+ acres inside existing plant facility currently used for irrigation water storage.
- Groundwater recharge using subsurface piping (leach fields)
  - Explore potential to utilize surface area above leach fields for secondary functions such as athletic fields and solar power generation facilities
- Direct injection

21 November 2018

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Reference: Wastewater Treatment Plant CIP Update

For each option, Stantec will develop the effluent water quality goals, determine treatment needs, and develop Class 5 cost estimate. Pros and cons for each option will be identified and discussed with the City staff and used along with cost estimate to recommend the most suitable option to the City.

In addition, we suggest the following additional tasks to prepare the City and the facility for potential future regulatory changes

### **Task 3 – Determine optimum plant hydraulic and organic load design parameters for a minimum twenty-year design period**

Stantec will meet with the City staff and Kern County planning departments to obtain population estimates. After an agreement has been reached on population estimate, Stantec will determine the future hydraulic and organic loading to the WWTP for a minimum twenty-year design period.

### **Task 4 – Evaluate potential treatment options to match recommended effluent destination, projected flows and loadings and carbon footprint**

The treatment option recommended in Task 2 will be developed further to meet the 20-year design capacity determined from Task 3. Stantec will review the 30% design prepared by AECOM in 2008 as part of this effort.

The biosolids produced at the WWTP are currently hauled away to a landfill that is 70-80 miles from the WWTP. Stantec team will evaluate the onsite sludge drying alternative to potentially eliminate the need for hauling the biosolids. Considering the proximity of the WWTP to the residents nearby, treatment for odor control is expected and would be evaluated with the onsite sludge drying alternative.

Stantec will also evaluate maximum of two solids treatment options based on City's preference. Based on current regulations, Stantec will recommend office upgrades/expansion.

### **Task 5 – Provide and present recommendations to the Arvin City Council**

Stantec will prepare the capital and O&M cost estimates for recommended treatment improvements as identified and developed in Tasks 2, 3 and 4. The cost estimates will be prepared in a format that is suitable for utilization in a Prop 218 compliant rate study.

Stantec will present the project findings to the Arvin City Council in a single meeting.

### **Task 6 – Prepare draft and final report**

Stantec will summarize the project findings in a draft report for City's review. Upon receipt of comments, Stantec will finalize the report.

21 November 2018

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Reference: Wastewater Treatment Plant CIP Update

## Schedule

Stantec will complete the project within six months of the notice of receipt contingent upon receiving the comments from the City in a timely fashion. We will adhere to the following three submittal deadlines:

- March 1<sup>st</sup>, 2019 – Capital Cost Option Summary
- April 1<sup>st</sup>, 2019 – Draft Report
- June 1<sup>st</sup>, 2019 – Final Report

## Fee

Stantec proposes to complete the work under an hourly rate agreement and will not exceed the sums below without prior written authorization:

Task 1 - \$22,372

Task 2 - \$24,520

Task 3 - \$12,036

Task 4 - \$41,776

Task 5 - \$14,324

Task 6 - \$23,750

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### Zakir Hirani, PE, BCEE

Principal  
Southern California Wastewater/Recycled Water Lead  
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### Venu Kolli, PE

Area Manager  
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venu.kolli@stantec.com

21 November 2018

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Reference: Wastewater Treatment Plant CIP Update

By signing this proposal, Veolia North America authorizes Stantec to proceed with the services herein described and acknowledges that it has read and agrees to be bound by the attached Professional Services Terms and Conditions.

This proposal is accepted and agreed on the . day of ., .

Per: \_\_\_\_\_

\_\_\_\_\_

Print Name & Title

\_\_\_\_\_

Signature

Attachment:



**CITY OF ARVIN  
Staff Report**

Meeting Date: January 22, 2019

**TO:** City Council

**FROM:** Cecilia Vela, City Clerk  
Jerry Breckinridge, City Manager

**SUBJECT:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARVIN, CALIFORNIA, AMENDING APPENDIX A TO CHAPTER 1.24 OF THE ARVIN MUNICIPAL CODE RELATING TO THE CITY'S CONFLICT OF INTEREST CODE.

**BACKGROUND:**

A conflict of interest code informs the public officials, governmental employees, and consultants what financial interests they must disclose on their Statement of Economic Interests (Form 700). The City Council is the code reviewing body for City agencies. If amendments to an agency's conflict of interest code are necessary, the amended code must be forwarded to the code reviewing body for approval within 90 days. An agency's amended code is not effective until it has been approved by the code reviewing body.

Our agency's code needs to be amended because there has been changes to the agency's organizational structure and a new position of Director of Administrative Services has been added since the last code was approved on September 06, 2016.

A public hearing and first reading of this Ordinance was held on December 04, 2018.

**RECOMMENDATION:**

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.

**FINANCIAL IMPACT:**

None

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARVIN, CALIFORNIA, AMENDING APPENDIX A TO CHAPTER 1.24 OF THE ARVIN MUNICIPAL CODE RELATING TO THE CITY’S CONFLICT OF INTEREST CODE.**

THE CITY COUNCIL OF THE CITY OF ARVIN DOES ORDAIN AS FOLLOWS:

**SECTION 1.** Amendment of Appendix A to Chapter 1.24. Appendix A to Chapter 1.24 of the Arvin Municipal Code is hereby amended to read as follows:

Appendix A

CITY OF ARVIN CONFLICTS OF INTEREST CODE

LIST OF DESIGNATED POSITIONS

Consultants

Department Heads

Finance Director

Chief of Police

~~Community Development Director~~

Director of Administrative Services

Building Official/Code Enforcement Officer

City Clerk

Human Resources Administrator

~~Management Analyst~~

~~Parks Manager~~

Public Works Supervisor

Transit Manager

Members of Appointed Boards, Committees or Commissions

**SECTION 2.** Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would

have adopted this ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional, without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

**SECTION 3. Effective Date.** This ordinance shall take effect thirty (30) days after its passage by the City Council.

**SECTION 4. Publication.** The City Clerk shall cause this ordinance to be published or posted in accordance with Government Code section 36933.

**I HEREBY CERTIFY** that the foregoing Ordinance was introduced by the City Council after waiving reading, except by Title, at a regular meeting thereof held on the 04<sup>th</sup> day of December, 2018, and adopted the Ordinance after the second reading at a regular meeting held on the 22<sup>nd</sup> day of January 2019, by the following roll call vote:

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

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

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

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

**ATTEST:**

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

**CITY OF ARVIN**

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

**APPROVED AS TO FORM**

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

I, \_\_\_\_\_, City Clerk of the City of Arvin, California, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of the Ordinance 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: January 22, 2019

**TO:** City Council

**FROM:** Pawan Gill, Human Resources Administrator  
Jerry Breckinridge, City Manager

**SUBJECT:** A Public Hearing to Consider the Application Design Phase for the 2018/2019 Funding Year of the State's Community Development Block Grant Program and Any Related Actions.

**BACKGROUND:**

The City of Arvin intend to apply for and use CDBG program funds for the benefit of our community residents. This meeting is Arvin's second public outreach meeting in the design phase in which the City is Arvin is seeking community input for the selection of potential projects that would serve the needs of the community. The CDBG deadline has been continued to February 26, 2019.

Upon completing tonight's second public outreach opportunity and based on public input, staff will recommend approving the selected projects at the Final Public Hearing on February 12th and applying to the program by February 26<sup>th</sup>, 2019.

- § Public Improvements, facilities and infrastructure improvements up to \$ 3,000,000
- § Up to two public service programs up to \$500,000
- § Planning and Technical Assistance up to \$ 100,000 (requires a 5% or \$ 5,000 match)

The CDBG Program is a grant funding source for fiscal year 2018/2018 and 2019/2020 with project design beginning in fiscal year 2018/2019 if awarded.

**FINANCIAL IMPACT:**

The City is required to provide a match fund of \$5,000 for an Economic Development or Community Development Planning Grant if approved. No match funds are required for the other activities.

**SECOND PRE-APPLICATION MEETING: PROJECT DESIGN PHASE****NOTICE OF PUBLIC MEETING FOR POSSIBLE CDBG APPLICATIONS**

**NOTICE IS HEREBY GIVEN that the City Council of the City of Arvin will conduct a Second Public Meeting on Tuesday, January 22, 2018 at 5:00 p.m.**, at Arvin City Council Chambers, 200 Campus Drive, Arvin CA. 93203, in order to discuss possible applications for funding under the Fiscal Year 2018/2019 State Community Development Block Grant (CDBG) Program and to solicit citizen input on possible competitive and supplemental activities to be included in these applications.

The Community Development and Economic Development Components of the State CDBG program publish a combined “Notice of Funding Availability” (NOFA’s) each program year. Eligible Cities and counties may submit applications for CDBG funds under these NOFA’s. Approximately \$3,000,000 is available under the General Allocation NOFA each year. Up to \$500,000 is available under the Economic Development Enterprise Allocation each year. Also, the Economic Development Over-the-Counter Allocation can award up to \$3,000,000 per year. Each year Planning and Technical Assistance Grants up to \$100,000 under the Community Development Component and \$100,000 from the Economic Development Component are awarded on a first come first serve basis. The state issues two small NOFA’s each year under the Native American and Colonia’s allocations. The Native American allocation only for areas where concentrations of low-income Native Americans live, who are part of a federally recognized Indian tribe or Rancheria. The Colonia’s funding is only for designated communities within 150 miles of the Mexican American border.

Eligible activities under the above allocations and NOFA’s consist of: Homeownership assistance and housing rehabilitation programs; public facilities and public improvements projects (including public improvements in support of new housing construction; public service programs, planning studies, economic development business assistance and microenterprise activities. Economic development programs and projects are also eligible along with planning activities. Eligible activities paid for with State CDBG funds must meet one or more of the three National Objectives listed in CDBG Federal Statutes as follows: benefit to low income households or persons (also called Target Income Group (TIG); elimination of slums and blight; or meeting urgent community development need.

The City of Arvin anticipates submitting an application under the State CDBG NOFA’s published during the 2018/2019 program year. *The City of Arvin does not have program nor anticipates receiving CDBG program Income that must be expended prior to expending awarded grant funds.* A separate public hearing will be held to discuss and approve the application prior to submittal to the State.

The purpose of this public hearing will be to give citizens a second opportunity to make their comments known regarding what types of eligible activities the City of Arvin should be applying for under the State CDBG program. If you are unable to attend the public hearing, you may direct written comments to the City of Arvin, Pawan Gill, Director of Administrative Services, 200 Campus Drive, P.O. Box 548, Arvin, CA. 93203, or you may telephone (661) 854-3134. In addition, a public information file is available for review at the above address between the hours of 8:00 a.m. and 5:00 p.m. on weekdays.

The City of Arvin promotes fair housing and makes all programs available to low and moderate-income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital status or handicap.

**SECUNDA REUNION- AUDIENCIA PREVIA A LA SOLICITUD: FASE DISEÑO DE PROYECTO**  
**AVISO DE AUDIENCIA PÚBLICA/REUNIÓN DE LA COMUNIDAD PARA POSIBLES**  
**APLICACIONES DE CDBG**

**Por este medio se da aviso de que una audiencia pública/reunión de la comunidad se celebrará el martes, 22 de Enero 2018 a las 5:00 p.m.** en los edificios de la cámara del concilio de la ciudad de Arvin localizados en el 200 Campus Drive, Arvin CA. 93203, para discutir posibles solicitudes para el financiamiento en el año Fiscal 2018/2019 del Programa de subvención de desarrollo comunitario (CDBG) del estado y solicitar las opiniones de ciudadanos sobre posibles actividades a incluir en estas aplicaciones.

El general y componentes de desarrollo económico del programa CDBG del estado publican avisos de disponibilidad de fondos (NOFA) cada año del programa. Condados y ciudades elegibles podrán presentar solicitudes para los fondos CDBG bajo estos NOFA. Aproximadamente \$3,000,000 están disponibles bajo el NOFA de asignación General cada año. Hasta \$500,000 están disponible bajo la asignación económica de empresa de desarrollo cada año. También, el desarrollo económico sobre-el-contador de asignación puede conceder hasta \$3,000,000 por año. Cada año planificación y las subvenciones de asistencia técnica otorgan hasta \$100,000 por el componente general y \$100,000 de la componente de desarrollo económico se conceden en una manera de primer llegado primer servido. El estado emite dos pequeños NOFA anualmente en las asignaciones de los nativos americanos y de Colonia. La asignación indígena es sólo para las áreas donde las concentraciones donde viven los americanos nativos de bajos ingresos, los cuales forman parte de una tribu reconocida federalmente o Rancheria. La financiación de Colonia es sólo para las comunidades designadas las cuales se encuentran dentro de 150 millas de la frontera estadounidense con México.

Las actividades elegibles bajo las asignaciones y de NOFA Consisten en: vivienda – nuevos proyectos de construcción; adquisición de vivienda y los programas de rehabilitación de viviendas; centro comunitario y proyectos de obras públicas; programas de servicios públicos y estudios de planificación. También son elegibles junto con actividades de planificación de proyectos y programas de desarrollo económico. Actividades elegibles las cuales son pagadas con fondos CDBG del estado deben cumplir con uno o varios de los tres objetivos nacionales contemplados en el estatuto Federal CDBG de acuerdo con lo siguiente: benefician a hogares de bajos ingresos o personas (también llamadas grupo de ingreso objetivo (TIG)); eliminación de tugurios y plagas; o satisface una necesidad urgente de desarrollo comunitario (una necesidad resultante de una declaración de desastre de estado Federal).

La ciudad de Arvin anticipa presentar aplicaciones bajo uno o más de los programas del estado NOFA CDBG publicados durante el año 2018/2019. La ciudad de Arvin no tiene programa ni se anticipa a recibir ingresos del programa CDBG que deben ser gastados antes de gastar fondos de subvención. Aplicaciones se prevén en los componentes General y económico, así como la planificación y los componentes de asistencia técnica. Se celebrará una audiencia pública independiente para discutir y aprobar cada propuesta de aplicación antes de la presentación para el estado.

Esta es La segunda audiencia pública y El propósito será darles a los ciudadanos la oportunidad de expresar sus comentarios sobre qué tipos de actividades subvencionables la ciudad debe solicitar bajo el programa CDBG del estado. Si no puede asistir a la audiencia pública, puede dirigir sus comentarios por escrito a la Directora de Administración de la Ciudad de Arvin, Pawan Gill, 200 Campus Drive, P.O. Box 548, Arvin, California 93203, o usted puede llamar por teléfono al (661) 854-3134. Además, un archivo de información pública está disponible para revisión en la dirección antes mencionada entre el horario de 8:00 am 5:00 pm en días laborables.

La ciudad promueve la equidad de vivienda y hace que todos los programas sean disponibles para familias de ingresos bajos y moderados sin importar edad, raza, color, religión, sexo, nacionalidad, preferencia sexual, estado civil o discapacidad.

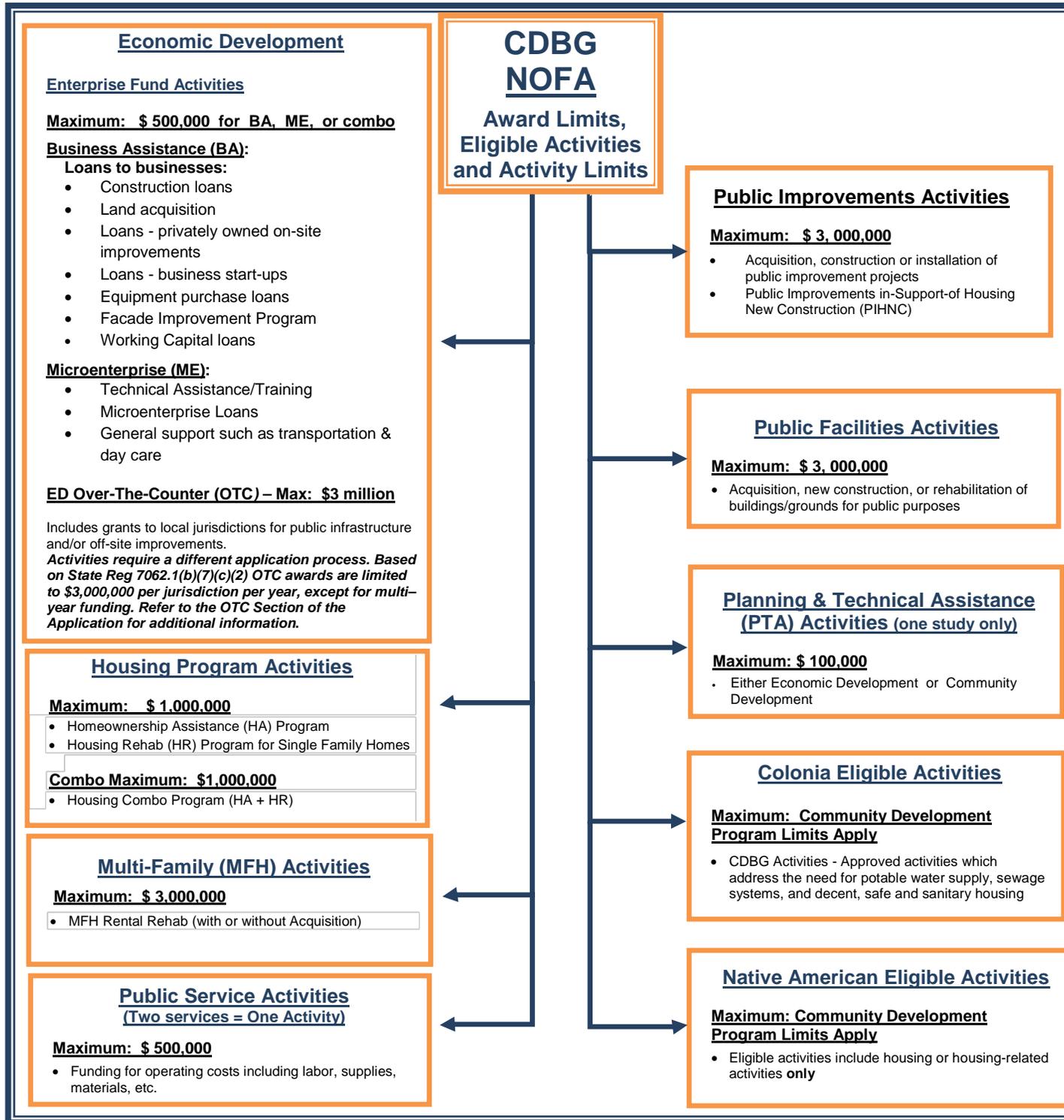
\*\*\*\*Aviso legal sobre los documentos traducidos: "siempre y sólo para información"\*\*\*\*

# 2018 CDBG APPLICATION

## Funding Limits and Activities Chart

**Application Maximum \$3,000,000 (excluding Colonia, Native American and OTC Activities)**

**For grant funds, jurisdictions can submit only one application for one Planning Activity (PTA) and up to two non-PTA activities. For combination programs and public services, please refer to the 2018 CDBG NOFA.**





**CITY OF ARVIN**  
**City Council**  
**Meeting Date: January 22, 2019**

**TO:** City Council Members

**FROM:** R. Jerry Breckinridge, City Manager  
Jake Raper, City Planner

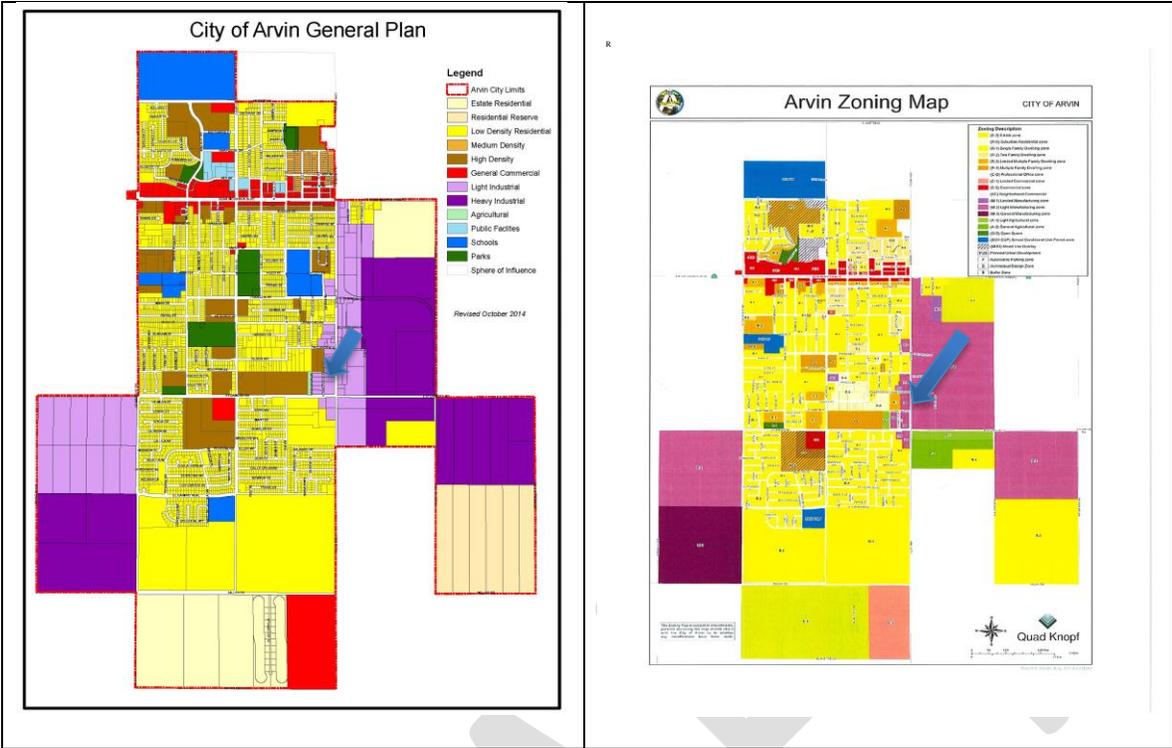
**SUBJECT:** Public Hearing to Consider Introduction of An Uncodified Ordinance of the City Council of the City of Arvin for a Development Agreement 2018-01 Between the City of Arvin and Aaron Coppelson, M.D., Inc., for the Development of Certain Cannabis Operations located at 100 Sycamore Road, Arvin.

**RECOMMENDATION:**

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

**APPLICANT AND LOCATION:**

Applicant:	Aaron Coppelson, M.D. Inc. Address: P.O. Box 261399, Encino, CA 91426
Project Address:	100 Sycamore Road, Arvin, CA 93434
Project Location – See Figure 1.	100 Sycamore Road is located at the northwest corner of South Derby and Sycamore Road. (See general location, below.)
Address:	100 Sycamore Road, Arvin, CA 93434
Assessor Parcel No.	192-231-08, consists of 2.03 Acres.
Zoning	M-2, Light Manufacturing Zone
General Plan Land Use Designation	Industrial



**BACKGROUND:**

The City adopted Chapter 17.64 Commercial Cannabis Activity on June 19, 2018 permitting specific commercial cannabis activities by conditional use permit, including within the M-2 zoned district. The ordinance includes protections for the community, including restricting uses near homes, schools, parks and libraries. The City’s ordinances also provide for development under a development agreement.

Development agreements are contracts approved by the City Council after consideration of the Planning Commission recommendation. They are entered into by the City and a developer to expressly define a development project’s rules, regulations, commitments, and policies for a specific period of time. The purpose is to strengthen the public planning process by encouraging private participation in the achievement of comprehensive planning goals and reducing the economic costs of development. A development agreement reduces the risks associated with development, thereby enhancing the City's ability to obtain public benefits beyond those achievable through existing ordinances and regulations.

Aaron Coppelson, M.D., Inc. (“Developer”) has filed applications, including a development agreement, with the City for development of 100 Sycamore Road, in Arvin, California, which is generally located north of Sycamore Road between Kovacevich Street and Derby Street/Tejon Highway. Commercial cannabis uses are proposed within an existing 27,012 square foot building. Along with the Development Agreement, a Conditional Use Permit (CUP) and Site Development Plan (SDP) (collectively “entitlements”) will allow for commercial cannabis activities to operate at the site with the appropriate City permits and State licenses. The proposed cultivation area (Type 3B Cultivation) is approximately 26,000 square feet; the

distribution area (Type 11, Distribution) is approximately 748 square feet, and the non-store front delivery area (Type 10 ~~9~~ Non-Store Front Delivery) (Note: The Type 9 has been deleted by the State – Type 10 is equivalent to the previous Type 9 contained in Chapter 17.64) is approximately 264 square feet within the existing 27,012 square foot building.

The proposed Development Agreement complies with the purposes, goals and policies of the City's General Plan. Accordingly, the Development Agreement is consistent with all applicable provisions of the General Plan. The proposed land uses and the density are also compliant per this requirement. As existing facilities are proposed to be used, the Development Agreement does not include a subdivision as defined in Section 66473.7 of the Government Code. The Planning Commission on December 11, 2018 conducted a public hearing and has recommended approval of the Development Agreement and has conditionally approved CUP/SDP2018-100SS, Resolution Nos. APC2018-17 and APC2018-18.

### COMMUNITY BENEFITS:

The Development Agreement will provide substantial benefit to the community including the following:

- Developer to pay \$50,000.00 in unrestricted community benefit funds.
- Developer to pay \$50,000, which may be used as an offset against future exactions and fees.
- Developer to pay 1.00 per square foot of cultivated cannabis every quarter.
- Developer to pay 100% of the cost of processing Developer's applications.
- Developer to have a first right of refusal to receive cannabis cultivation permits up to a total of sixty-six thousand square feet (66,000 sq. ft.).
- Developer shall make a one-time payment of \$0.044 per square foot of permitted use to offset the proportionate amount of the City's costs of preparation of Ordinance No. 447 – Chapter 17.64 Commercial Cannabis Activities.
- Developer shall pay the City one of the following maximum rates for cultivation activities within the Project Area:
  - For all space utilized as cultivation area where Mixed-Light Cultivation is used one dollars (\$1) per square foot on a quarterly basis;
  - For all space utilized as cultivation area other than as specified in subparagraph (i) – one dollars and fifty cents (\$1.50) per square foot on a quarterly basis.
- Developer shall pay the City, other than for cultivation, the following rates on a quarterly basis:
  - (i) For testing – up to two percent (2%) of Proceeds.
  - (ii) For manufacturing, up to the following tiered rate, based on a quarterly term:
    - a. Six percent (6%) of Proceeds up to and including \$625,000;
    - b. Three point seven five percent (3.75%) of Proceeds over \$625,000 and up to and including \$2,500,000;
    - c. Two point eight percent (2.8%) of Proceeds over \$2,500,000.

- (iii) For distribution – up to two percent (2%) of Proceeds.
- (iv) For retail sales – up to three point seven five percent (3.75%) of Proceeds.
- (v) For all operations, other than as specified, up to four percent (4%) of Proceeds.

It is anticipated that the City Council may exercise its authority to further refine and clarify the requirements of the Development Agreement as may be appropriate.

#### **ENVIRONMENTAL CONSIDERATIONS:**

The City has performed a preliminary assessment of this project and, pursuant to the California Environmental Quality Act (CEQA) Guidelines section 15061(b)(3), proposes to determine with certainty that there is no possibility this project will have a significant effect on the environment. The project will use existing facilities and will be subject to the restrictions of the Arvin Municipal Code for cannabis operations, including odor, noise, etc. In the alternative, this project is also subject to a Class 1 (Existing Facilities) categorical exemption pursuant to CEQA Guidelines section 15301, as it consists of the operation, repair, permitting and licensing of an existing private structure and any appurtenant structures, involving negligible or no expansion of use beyond that existing at the time of the City's determination. Further, none of the exceptions to categorical exemptions set forth in CEQA Guidelines, section 15300.2, apply to this project.

#### **PUBLIC NOTIFICATION:**

The City properly noticed the January 22, 2019, public hearing before the City Council for the proposed Development Agreement 2018-01 pursuant to Government Code sections 65090 and 65091 by publication in the newspaper ten (10) days prior to the hearing date. A copy of the notice is attached to this Staff report. In addition, the City Clerk provided notice of by mailing the public notice to all property owners within the 300-foot radius.

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

Attachment 1 – Uncodified Ordinance of the City Council of the City of Arvin Development Agreement 2018-01 Between the City of Arvin and Aaron Coppelson, M.D., Inc., for the Development of Certain Cannabis Operations located at 100 Sycamore Road, Arvin. (The Development Agreement is attached as an exhibit to the Ordinance).

Attachment 2 – Planning Commission Agenda Packet -December 11, 2018

Attachment 4 – City Council Public Hearing Notice Published on December 23, 2018

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

**AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARVIN, APPROVING DEVELOPMENT AGREEMENT NO. 2018-01 BETWEEN THE CITY OF ARVIN AND AARON COPPELSON, M.D., INC., FOR THE DEVELOPMENT OF CERTAIN COMMERCIAL CANNABIS OPERATIONS LOCATED AT 100 SYCAMORE ROAD, ARVIN, CALIFORNIA**

**WHEREAS**, Sections 65864-65869.5 of the California Government Code authorize the City to enter into development agreements and requires the planning agency of the City to find the proposed development agreement to be consistent with the policies and programs of the General Plan and any applicable specific plan, which the Planning Commission has done; and

**WHEREAS**, Government Code Section 65865 authorizes the City to enter into development agreements with any person having a legal or equitable interest in real property; and

**WHEREAS**, Aaron Coppelson, M.D., Inc. (“Developer”) has filed the following application(s) with the City for development of 100 Sycamore Road, in Arvin, California, APN: 192-231-08, which is generally located north of Sycamore Road between Kovacevich Street and Derby Street/Tejon Highway, (the “Project Area” or “Property”) for the development of cannabis uses under for Type 3 cultivation, Type 10 non-store front delivery, and Type 11 distribution to be completed in two phases (the “Project”):

- 1) An application for this Development Agreement.
- 2) An application for a conditional use permit for cannabis cultivation, which would allow the use of Type 3 cultivation, Type 10 non-store front delivery, and Type 11 distribution within the Project Area.
- 3) An application for a site development permit.
- 4) An application for Commercial Cannabis Permit(s), as required by Chapter 17.64 of the Arvin Municipal Code, for cannabis uses in the Project Area.

The various entitlements are collectively referred to as “Project Approvals”; and

**WHEREAS**, the City performed a preliminary environmental assessment pursuant to the requirements of the California Environmental Quality Act (California Public Resources Code section 21000, et seq.) and the Guidelines thereunder (14 California Code of Regulations section 15000, et seq.) (collectively, “CEQA”), and determined the Project Approvals were subject to exemptions pursuant to CEQA Guidelines Section 15061(b)(3) and 15301 (Existing Facilities).

**WHEREAS**, the City properly noticed the December 11, 2018 Planning Commission special meeting to consider the proposed development agreement pursuant to Government Code sections 65090 and 65091 by publication in the newspaper and provided notice to all property

owners within 300 feet of the proposed projects; and

**WHEREAS**, the City Planning Commission conducted a duly noticed public hearing on December 11, 2018, at which time all interested parties were given an opportunity to be heard and present evidence regarding the proposed development agreement and associated entitlements, and after which the Planning Commission adopted Resolution No. APC2018-17, recommending the City Council adopt this Ordinance; and

**WHEREAS**, the City properly noticed the January 22, 2019 hearing before the City Council for the proposed development agreement pursuant to Government Code sections 65090 and 65091 by publication in the newspaper and provided notice to all property owners within 300 feet of the proposed projects; and

**WHEREAS**, the City Council conducted a duly noticed public hearing on January 22, 2019, at which time all interested parties were given an opportunity to be heard and present evidence regarding the proposed development agreement and associated CEQA, and after which this Ordinance was introduced by the City Council; and

**WHEREAS**, the City Council considered this matter on January 22, 2019, at which time all interested parties were given another opportunity to be heard and present evidence regarding the proposed development agreement and associated CEQA determination; and

**WHEREAS**, the City Council now desires to adopt the CEQA determination and approve the proposed Development Agreement By And Between The City Of Arvin, A Municipal Corporation, And Aaron Coppelson, M.D., Inc., A California Corporation (Development Agreement No. 2018-01) by adoption of this uncodified ordinance.

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

**Section 1.** The City Council determines pursuant to CEQA Guidelines Section 15061(b)(3) that that it can be seen with certainty that there is no possibility that the Third Amendment will have a significant, adverse, physical effect on the environment, and is not subject to the California Environmental Quality Act (CEQA). The project will use existing facilities and will be subject to the restrictions of the Arvin Municipal Code for cannabis operations, including odor, noise, etc. In the alternative, the City Council determines this project is also subject to a Class 1 (Existing Facilities) categorical exemption pursuant to CEQA Guidelines section 15301, as it consists of the operation, repair, permitting and licensing of an existing private structure and any appurtenant structures, involving negligible or no expansion of use beyond that existing at the time of the City's determination. Further, none of the exceptions to categorical exemptions set forth in CEQA Guidelines, section 15300.2, apply to this project.

**Section 2.** Pursuant to Government Code Sections 65864 through 65869.5 and in light of the record before it including the staff report (and all attachments), and all evidence and testimony heard at the public hearing for this item, and in light of all evidence and testimony provided in connection with the CEQA and the entitlements, and consistent with the findings and recommendations of the Planning Commission, the City Council makes the following

findings regarding Development Agreement No. 2018-01:

Finding 1: The proposed Development Agreement No. 2018-01 complies with the purposes, goals and policies of the City's General Plan. Accordingly, the Development Agreement is consistent with all applicable provisions of the General Plan. The proposed land uses and the density are also compliant per this requirement.

Finding 2: The Development Agreement is consistent with and furthers a number of goals and objectives identified in the City's General Plan.

Finding 3: The Development Agreement does not include a subdivision as defined in Section 66473.7 of the Government Code.

**Section 3.** The City Council finds the proposed Development Agreement No. 2018-01 establishes mutual beneficial obligations and benefits for Aaron Coppelson, M.D., Inc., and the City.

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

**Section 5.** The City Council finds Development Agreement No. 2018-01 will not be detrimental, or cause adverse effects, to adjacent property owners, residents, or the general public, since the Project will be developed in accordance with the City's ordinances, laws, regulations, and entitlements for the Project.

**Section 6.** For the foregoing reasons, and based on the information contained in any staff report, supporting documentation, minutes and other records of the proceedings, the City Council hereby adopts this Ordinance and approves the proposed Development Agreement By And Between The City Of Arvin, A Municipal Corporation, And Aaron Coppelson, M.D., Inc., A California Corporation (Development Agreement No. 2018-01), which is attached hereto as Exhibit "A" and incorporated herein by this reference.

**Section 7.** If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

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

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

**I HEREBY CERTIFY** that the foregoing Ordinance was introduced by the City Council after waiving reading, except by Title, at a regular meeting thereof held on the January 22, day of 2019, and adopted the Ordinance after the second reading at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_ 2019, by the following roll call vote:

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

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

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

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

**ATTEST**

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

**CITY OF ARVIN**

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

Exhibit A: Development Agreement By And Between The City Of Arvin, A Municipal Corporation, And Aaron Coppelson, M.D., Inc., A California Corporation (Development Agreement No. 2018-01)

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

**EXHIBIT A**

**DEVELOPMENT AGREEMENT**

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

City of Arvin  
Attn: City Clerk  
City Hall  
200 Campus Drive  
PO Box 548  
Arvin, CA 93203

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

DEVELOPMENT AGREEMENT

by and between

THE CITY OF ARVIN  
a municipal corporation

and

Aaron Coppelson, M.D., Inc.,  
a California Corporation

DRAFT

## DEVELOPMENT AGREEMENT

This Development Agreement (the “**Agreement**”) is made this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the CITY OF ARVIN, a municipal corporation, organized and existing pursuant to the laws of the State of California (the “**City**”) and Aaron Coppelson, M.D., Inc., a California Corporation (the “**Developer**”). City and Developer are hereinafter sometimes collectively referred to as the “**Parties**” and each may be referred to as a “**Party**”.

### RECITALS

A) Pursuant to Section 65864 through 65869.5 of the California Government Code (the “**Development Agreement Laws**”), the City is authorized to enter into binding development agreements with Persons (as hereinafter defined) having legal or equitable interests in real property for the development of such real property.

B) The following application(s) have been filed by the Developer with the City for 100 Sycamore Road, in Arvin, California, APN: 192-231-08, that is generally located north of Sycamore Road between Kavacevich Street and Derby Street/Tejon Highway, (the “**Project Area**” or “**Property**”) for the development of cannabis uses under for Type 3 cultivation, Type 10 non-store front delivery, and Type 11 distribution to be completed in two phases (the “**Project**”):

- 1) An application for this Development Agreement (the “**DA Application**”).
- 2) An application filed by the Developer (the “**CUP Application**”) for a conditional use permit for commercial cannabis cultivation, which would allow the use of Type 3 cultivation, Type 10 non-store front delivery, and Type 11 distribution within the Project Area (as more particularly described in the CUP Application).
- 3) An application for a site development permit filed by the Developer (the “**Site Development Application**”) for architectural treatment, drainage, site aesthetics, and similar development within the Project Area (as more particularly described in the Site Plan Application).
- 4) An application filed by the Developer (the “**Commercial Cannabis Permit Application**”) for a Commercial Cannabis Permit, as required by Chapter 17.64 of the Arvin Municipal Code, for cannabis uses in the Project Area (as more particularly described in the Commercial Cannabis Permit application).

The CUP Application, the Site Development Application and the Commercial Cannabis Permit Application are hereinafter sometimes collectively referred to as the “**Project Applications**”. Approval of the Project Applications is hereinafter sometimes collectively referred to as the “**Project Approvals**.” The Project Area is depicted on Exhibit “A” to this Agreement, and the legal description is set forth on Exhibit “B.”

C) All required fees and costs have been paid for the filing, and the City’s processing of, the Project Applications except for the payment of the City Preparation Costs (as hereinafter defined) which will be paid within thirty (30) days of the Effective Date (as hereinafter defined) of this Agreement.

D) Subsequent to the filing of the Project Applications, the City performed a preliminary environmental assessment pursuant to the requirements of the California Environmental Quality Act

(California Public Resources Code section 21000, *et seq.*) and the Guidelines thereunder (14 California Code of Regulations section 15000, *et seq.*) (collectively, “CEQA”), and determined the Project Approvals were subject to exemptions pursuant to CEQA Guidelines Section 15061(b)(3) and 15301 (Existing Facilities).

E) Developer filed the DA Application for approval of this Agreement in order to: (1) vest the land use and zoning policies established in the Existing City Requirements (as hereinafter defined) as of the Adoption Date (as hereinafter defined) of this Agreement for the duration of the Term (as hereinafter defined) with respect to the Project Area and the Project; and (2) memorialize certain other agreements made between the City and Developer with respect to the Project Area and the Project.

F) The City has determined that this Agreement furthers the public health, safety and general welfare, and that the provisions of this Agreement are consistent with the goals and policies of the 2035 Arvin General Plan. For the reasons recited herein, the City and Developer have determined that the Project is a development for which this Agreement is appropriate. This Agreement will eliminate uncertainty regarding Project Approvals and certain subsequent development approvals, thereby encouraging planning for, investment in and commitment to use and develop the Project Area. Continued use and development of the Project Area is anticipated to, in turn, provide the following substantial benefits and contribute to the provision of needed infrastructure for area growth, thereby achieving the goals and purposes for which the Development Agreement Laws were enacted: (1) Provide for the development of unused land; (2) Provide increased tax revenues for the City; (3) Provide for jobs and economic development in the City; and (4) Provide infrastructure improvements that can be utilized by regional users and future users. It is based upon these benefits to the City that the City is agreeable to proceeding with the proposed Project Applications and Project Approvals.

G) The City has further determined that it is appropriate to enter into this Agreement to: (1) provide certainty to encourage investment in the comprehensive development and planning of the Project; (2) secure orderly development and progressive fiscal benefits for public services, improvements and facilities planning for the Project Area and neighboring areas, as appropriate; and (3) fulfill and implement applicable adopted City plans, goals, policies and objectives.

H) The City has further determined that the provisions of this Agreement, including the uses and activities authorized herein, are compatible with the uses authorized in, and the regulations prescribed for, the zoning district and area in which the Property is located, and will not adversely affect the orderly development of property or the preservation of property values in the City.

I) The City has further determined that this Agreement, will provide for or result in contributions, services, or facilities that benefit the community and provides for payment by the Developer or all costs associated with preparing and entering into this Agreement as stated this Agreement.

J) The City has further determined that this Agreement provides a reasonable penalty for violation of its terms, as stated in Section 10 hereof.

K) This Agreement will survive beyond the term or terms of the present City Council.

L) On December 11, 2018, at a duly noticed public meeting and after due review and

consideration of (i) the report of City staff on the Project Applications, (ii) all other evidence heard and submitted at the public hearing, and (iii) all other appropriate documentation and circumstances, the Planning Commission of the City adopted resolutions recommending that the City Council: (1) adopt the exemption pursuant to CEQA Guidelines Sections 15061(b)(3) and 15301(Existing Facilities) in compliance with CEQA; (2) approve the CUP Application, and Site Development Application subject to the express conditions of approval set forth therein (collectively, the “**Conditions of Approval**”); and (3) approve this Development Agreement.

M) On \_\_\_\_\_, 2019, at a duly noticed public meeting and after introduction with of the ordinance due review and consideration of (i) the report of City staff on the Project Applications, (ii) the recommendations of the Planning Commission, (iii) all other evidence heard and submitted at the duly noticed public hearing conducted and closed, and (iv) all other appropriate documentation and circumstances, the City Council adopted an ordinance to: (a) adopt the exemption pursuant to CEQA Guidelines Sections 15061(b)(3) and 15301(Existing Facilities) in compliance with CEQA and adopt any attendant findings required by CEQA; (b) to effectuate the approval of this Agreement, upon making the findings required by section 17.64.200 of the Arvin Municipal Code; and (c) direct the City Manager to finalize and execute this Agreement on behalf of the City (collectively, the “**City Council Ordinance**”).

## AGREEMENT

NOW, THEREFORE, with reference to the above Recitals, and in consideration of the mutual covenants and agreements contained in this Agreement, the City and the Developer agree as follows:

### 1. Interests of Developer.

1.1 ~~Recordation Prior to Sale of the Property.~~ ~~Prior to the Adoption Date, Developer has entered into a written agreement with the owner of the Property for the acquisition of the Property, but the close of escrow on such acquisition has not occurred as of the Adoption Date. This Agreement shall not be recorded in the Official Records with respect to the Property and the rights and obligations under this Agreement shall not apply to the Property owner unless and until either: (a) the close of escrow occurs on the acquisition of the Property by Developer or its successors and assigns; or (b) the owner of fee title to the Property agrees in writing to (i) consent to such recordation, and (ii) be bound by the terms and conditions hereof. Upon satisfaction of either the condition in clause (a) or clause (b),~~ This Agreement shall be recorded in the Official Records of the County of Kern County, and the City and Developer shall execute any documents reasonably required by the other to effectuate such recordation. This Agreement must be recorded on the Property prior to commencement of any commercial cannabis use on the Property, regardless of the existence of any conditional use permit, site plan, entitlement, City-issued commercial cannabis permit or State-issued license for cannabis operations at the Property or in the Property Area

1.2 Recordation of Agreement. Within ten (10) calendar days following mutual execution of this Agreement by the City and Developer, the City shall cause this Agreement to be recorded in the official records of Kern County, California (the “**Official Records**”) with respect to the Property. Following the recordation of this Agreement in the Official Records, the City shall deliver to Developer a conformed copy of this Agreement evidencing the recording information.

1.3 Binding Covenants. The Developer represents ~~that, except as provided in~~

~~Section 1.1 of this Agreement~~: (1) it has a legal or equitable interest in the Project Area; (2) it has provided proof of such interest to the satisfaction of the City Manager; (3) it has provided proof of the authority of any agent or representative to act for the Developer in connection with this Agreement to the satisfaction of the City Manager; and (4) all other persons holding legal title in the Project Area are bound by this Agreement. It is intended and determined that the provisions of this Agreement shall constitute covenants which shall run with the land in the Project Area, and the burdens and benefits hereof shall bind an inure to all successors in interest to the Parties.

## 2. Term of Agreement.

2.1 Definitions. For purposes of this Agreement, the following shall have the meanings set forth below:

**“Adoption Date”** means the date on which the City Council adopted the ordinance approving this Agreement and authorizing the City Manager to execute this Agreement on behalf of the City.

**“Effective Date”** means the later of: (a) thirty (30) days after the Adoption Date; or (b) if a referendum petition is timely and duly circulated and filed with respect to this Agreement, the date the election results on the ballot measure by City voters approving this Agreement are certified by the City Council in the manner provided in the Elections Code.

**“Laws”** means the Constitution and laws of the State, the Constitution of the United States, and any codes, statutes, regulations, or executive mandates thereunder, and any court decision, State or federal, thereunder.

**“State”** means the State of California.

**“Terminate”** means the expiration of the Term of this Agreement, whether by the passage of time or by any earlier occurrence pursuant to any provision of this Agreement. The term “Terminate” includes any grammatical variant thereof, including “Termination” or “Terminated”.

2.2 Term. The term of this Agreement (the **“Term”**) shall commence on the Effective Date and shall continue for a period of ten (10) years following the Effective Date; provided that such period shall be extended for any events of Force Majeure pursuant to Section 13.1 and during the pendency of any legal action challenging the Project Approvals, the adoption of an environmental finding or document for the Project pursuant to CEQA, or any legal action challenging or contesting the adoption of this Agreement. Any extension based upon an event described in this Section 2.2 shall be granted pursuant to the procedures set forth in Section 13.2.

2.3 Effect of Termination. Upon any Termination of this Agreement, each Party shall retain any and all of the respective benefits that it received as of the date of Termination under or in connection with this Agreement. Termination of this Agreement shall not: (a) alter, impair or otherwise affect any City Permits for the Project that were issued by the City prior to the date of Termination; or (b) prevent, impair or delay Developer from (i) commencing, performing or completing the construction of any buildings or improvements in the Project or (ii) obtaining any certificates of occupancy or similar approvals from the City for the use and occupancy of completed buildings or improvements in the Project, that were authorized pursuant to City Permits for such

construction issued by the City prior to the date of Termination. Nothing herein shall preclude the City, in its discretion, from taking any action authorized by Laws or Existing City Requirements to prevent, stop or correct any violation of Laws or Existing City Requirements occurring before, during or after construction of the buildings and improvements in the Project by Developer.

### 3. Development of the Project.

3.1 For purposes of this Agreement, the following shall have the meanings set forth below:

**“Applicable Rules”** collectively means: (a) the terms and conditions of the Project Approvals; (b) the terms and conditions of this Agreement; and (c) the Existing City Requirements.

**“City Agency”** means any office, board, commission, department, division or agency of the City.

**“City Manager”** means the City Manager of the City of Arvin, or designee.

**“City Permits”** collectively means any and all permits or approvals that are required under the City Requirements in order to develop, use and operate the Project, other than: (a) the Plan Amendments; (b) the Zoning Amendments; (c) the Project Approvals (except for a commercial cannabis permit); and (d) Future Discretionary Approvals (as hereinafter defined) that the Developer may elect to obtain from the City pursuant to Section 3.4. “City Permits” specifically include, without limitation, commercial cannabis permits, building permits and Technical City Permits.

**“City Requirements”** collectively means all of the following which are in effect from time to time: (a) the Arvin Municipal Code; and (b) all rules, regulations and official plans and policies, including the 2035 Arvin General Plan and any applicable Specific Plan, of the City governing development, subdivision and zoning that are applicable to the Project Area. The City Requirements may include, without limitation, requirements governing building height, maximum floor area, permitted and conditionally permitted uses, floor area ratios, maximum lot coverage, building setbacks and ~~set~~backs, parking, signage, landscaping, Exactions (as hereinafter defined) and dedications, growth management, environmental consideration, grading, construction, security measures, odor control and other items.

**“Developer Approved Changes”** means those amendments, revisions or additions to the City Requirements adopted or enacted after the Adoption Date that: (a) Developer elects, in its sole discretion, to have applied to the development and occupancy of the Project and the Project Area during the Term of this Agreement; and (b) the City Manager approves such application, which approval shall not be unreasonably withheld.

**“Existing City Requirements”** means the City Requirements that are in effect as of the Adoption Date of this Agreement.

**“Permitted Rules Revisions”** collectively means the following: (a) any Minor Changes to this Agreement that are proposed by Developer and approved by the City in accordance with Section 3.3; (b) any commercial cannabis activity regulations enacted by the City

Manager; (c) any Future Discretionary Approvals that are applied for by Developer and approved by the City pursuant to Section 3.4; (d) any Authorized Code Revisions under Section 3.5 that are uniformly applied on a City-wide basis; and (e) written amendments to this Agreement that are mutually executed by City and Developer pursuant to Section 16.2.

“**Technical City Permits**” collectively means any of the following technical permits issued by the City or any City Agency in connection with any building or improvement in the Project: (a) demolition, excavation and grading permits; (b) foundation permits; (c) permits for the installation of underground lines and facilities for utilities, including without limitation, water, sewer, storm drain and dry utilities (electrical, gas, phone and cable); (d) any encroachment permits; and (e) any street improvement permits, including without limitation, permits for street lighting and traffic signals. “Technical City Permits” specifically excludes building permits from the City or any City Agency for the construction of particular buildings or improvements in the Project.

### 3.2 Applicable Rules.

3.2.1 Except for the Permitted Rules Revisions and any Developer Approved Changes, Developer shall have the right to develop and occupy the Project during the Term in accordance with the Applicable Rules. In the event of any conflict between the provisions in this Agreement, the Project Approvals and the Existing City Requirements, such conflict shall be resolved in the following order of priority: (a) first, the requirements of Chapter 17.64 of the Arvin Municipal Code; (b) then, commercial cannabis activity regulations enacted by the City Manager; (c) then, this Agreement; (d) then, the Project Approvals; and (e) finally, any other~~the~~ Existing City Requirements.

3.2.2 Except for the Permitted Rules Revisions and any Developer Approved Changes, no amendment to, revision of, or addition to any of the City Requirements that is adopted or enacted after the Adoption-Effective Date shall (i) be effective or enforceable by the City with respect to the Project or the Project Area or (ii) modify or impair the rights of Developer under this Agreement during the Term without the Developer’s written approval, whether such amendment, revision or addition is adopted or approved by: (a) the City Council; (b) any City Agency; or (c) by the people of the City through referendum or initiative measure.

### 3.3 Minor Changes.

3.3.1 The Parties acknowledge that further planning and development of the Project may demonstrate that refinements and changes are appropriate with respect to the details and performance of the Parties under this Agreement. The Parties desire that Developer retain a certain degree of flexibility with respect to the details of the development of the Project and with respect to those items covered in general terms under this Agreement. If and when Developer finds that Minor Changes (as hereinafter defined) are necessary or appropriate, then upon written request by Developer, the Parties shall, unless otherwise required by federal, state or local ordinance and/or regulation, effectuate such changes or adjustments through administrative amendments executed by the Developer and the City Manager or his or her designee, which, after execution, shall be attached hereto as addenda and become a part hereof, and may be further changed and amended from time to time as necessary, with approval by the City Manager and the Developer.

3.3.2 The term “**Minor Changes**” collectively means: (a) minor deviations

to the Project Approvals that are permitted under the Existing City Requirements and are reasonably approved by the City Manager; (b) a reduction in the parking ratio requirements for the Project under consistent with the Arvin Municipal Code, provided that (i) the reduction does not exceed ten percent (10%) of the Code requirement, and (ii) the reduction is approved by the City Manager, which approval shall not be unreasonably withheld or denied; or (c) such other changes, modifications or adjustments to the Project Approvals, which the City Manager determines are consistent with the overall intent of the Project Approvals and which do not materially alter the overall nature, scope, or design of the Project, and which are consistent with the requirements of Chapter 17.64 of the Arvin Municipal Code and any commercial cannabis activity regulations enacted by the City Manager.

3.3.3 In effecting any Minor Changes, the City shall cooperate with the Developer, provided that the permitted uses are not modified from those in the Project Approvals and any changes are in accordance with the Existing City Requirements. Minor Changes shall not be deemed to be an amendment to this Agreement under California Government Code section 65868 but are ministerial clarifications and adjustments, and unless otherwise required by law, no such administrative amendments shall require prior notice or hearing by the Planning Commission and City Council. Any amendment or change requiring an environmental impact report, or a supplement thereto, pursuant to CEQA shall not be considered a Minor Change, but shall be considered substantive amendment which shall be reviewed and approved by the Planning Commission or the City Council as determined by the applicable provisions of the Arvin Municipal Code relating to the hearing and approval procedures for the specific Project Approval.

3.4 Future Discretionary Approvals. Nothing in this Agreement is intended, should be construed or shall operate to preclude or otherwise impair the rights of Developer from applying to the City during the Term of this Agreement for any of the following new approvals with respect to any proposed buildings and improvements in the Project (collectively, the “**Future Discretionary Approvals**”): (a) any new variance or conditional use permit that is required under the Existing City Requirements; (b) any subsequent commercial cannabis permit; and (c) any other approval (i) which is not otherwise addressed or set forth in this Agreement and (ii) which the Existing City Requirements mandate must be reviewed and approved by the Planning Commission or City Council. The City shall process, review and approve or disapprove any application for a Future Discretionary Approval filed by Developer in accordance with the City Requirements then in effect. The approval by the City of an application by Developer for a Future Discretionary Approval shall not require an amendment of this Agreement.

3.5 Authorized Code Revisions. This Agreement shall not prevent the City from applying to the Project the following rules, regulations and policies adopted or enacted after the Adoption Date, if uniformly applied on a City-wide basis (collectively, the “**Authorized Code Revisions**”):

3.5.1 Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure, provided that such changes in procedural regulations do not have the effect of materially interfering with the substantive benefits conferred to Developer by this Agreement.

3.5.2 Regulations which are not in conflict with this Agreement and which would not, alone or in the aggregate, cause development of the Project to be materially different, more burdensome, time consuming or expensive.

3.5.3 Regulations which are necessary to avoid serious threats to the public health and safety, provided that, to the maximum extent possible, such regulations shall be construed and applied in a manner to preserve the substantive benefits conferred to Developer by this Agreement.

3.5.4 Mandatory regulations of the State and the United States of America applicable to the Project, provided that, to the maximum extent if possible, such regulations shall be construed and applied in a manner to preserve to the Developer the substantive benefits conferred to Developer by this Agreement.

3.5.5 City Requirements imposing life safety, fire protection, mechanical, electrical and/or building integrity requirements with respect to the design and construction of buildings and improvements, including the then current applicable building codes.

3.5.6 Any commercial cannabis activity regulations enacted by the City Manager which are in compliance with the mandatory requirements of the Arvin Municipal Code.

3.6 Timing of Development. The actual timing and order of the development of any particular building(s) within the Project shall be determined by Developer, in its sole discretion, based upon the then projected needs and resources of Developer, as long as all requirements set forth in this Agreement and the Project Approvals related to each designated building or buildings are satisfied by Developer.

3.7 No Obligation to Develop. Nothing in this Agreement is intended, should be construed nor shall require Developer to proceed with the construction of any improvements in the Project Area. The decision to proceed or to forbear or delay in proceeding with the implementation or construction of the Project or any buildings or improvements on the Project Area shall be in the sole discretion of Developer and the failure of Developer to proceed with construction of the Project or any such buildings or improvements on the Project Area shall not: (a) give rise to any rights of the City to terminate this Agreement; or (b) constitute an Event of Default (as hereinafter defined) or give rise to any liability, claim for damages or cause of action against Developer.

3.8 Hold on Certificate of Occupancy. Except as otherwise provided in Section 6.2.3, the City reserves the right to place a hold on the issuance of any required Certificate of Occupancy for a building in the Project in the event the Existing City Requirements or Conditions of Approval with respect to that building have not been substantially completed by Developer.

#### 4. City Permits.

4.1 Review and Processing of City Permits. Except as otherwise expressly provided in this Agreement, all City Permits required for the construction, development and operation of the Project and any buildings and improvements therein which comply with the requirements of the Applicable Rules: (a) shall be issued over-the-counter by the City Manager or the director of the other applicable City Agency having responsibility for the issuance of such City Permits, such as the City Manager for commercial cannabis permits; (b) shall not require the approval of the Planning Commission, City Council or any other City board or commission; and (c) shall not require a public hearing.

4.2 [Reserved.]

5. [Reserved.]

6. Exactions and City Development Fees.

6.1 Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

“**City Application Fees**” means fees levied or assessed by the City and any City Agency to review and process applications for City Permits.

“**City Development Fees**” means any and all fees and assessments, other than City Application Fees, charged or required by the City or any City Agency as a condition of, or in connection with, the Project Approvals or any City Permits: (a) to defray, offset or otherwise cover the cost of public services, improvements or facilities; or (b) that are imposed for a public purpose.

“**Exaction**” means any exactions or mitigation measures, other than the payment of City Development Fees and City Application Fees, that are imposed by the City or any City Agency, as a condition of, or in connection with, the Project Approvals. “Exactions” includes, without limitation: (a) a requirement for the dedication of any portion of the Project Area to the City or any City Agency; (b) an obligation for the construction of any on-site or off-site improvements, including any Off-Site Improvements; (c) an obligation to provide services; or (d) the requirement to dedicate any easements, rights or privileges with respect to the Project or any portion thereof to the City or any City Agency.

6.2 Exactions.

6.2.1 All of the Exactions that Developer shall be required to perform or caused to be performed in connection with the development, construction, use and occupancy of the Project, during the term of the Agreement (collectively, the “**Required Exactions**”), and the timing requirements for the performance of such Required Exactions, are set forth in this Agreement. The Required Exactions include the following:

6.2.1.1 Developer shall tender payment to the City in the amount of fifty thousand dollars (\$50,000.00) in unrestricted community benefit funds. The community benefit funds may be utilized by the City in any manner deemed necessary by majority vote of the City Council. The community benefit funds shall be paid in full by Developer on or before 60 days after issuance of the certificate of occupancy or operations commence, whichever is first.

6.2.1.2 Within 60 days of the Effective Date, Developer shall pay payment to the City fifty thousand dollars (\$50,000.00). Once paid, Developer shall be entitled to a credit of \$50,000 against those Required Exactions and fees set forth in Exhibit “C.”

6.2.1.3 On a quarterly basis, Developer shall pay the City in the amount one dollar (\$1.00) per square foot of cultivated cannabis. The square footage shall be determined by measuring the canopy of the cannabis being cultivated consistent with Exhibit “C.” Upon request of the City, Developer shall allow City staff to independently verify the measurement

of the canopy of the cannabis being cultivated. In addition to any other remedies, failure to permit City staff to verify Developer's measurement of the cannabis canopy shall also be grounds for the City to terminate this Agreement.

6.2.1.4 Developer shall pay to the City an amount as determined by the City, in restricted funds to be utilized on a draw down basis for the City costs to process the Developer's application(s) relating to its proposed commercial cannabis business. Should the restricted funds be exhausted prior to the City completing its processing of the application(s), Developer shall pay an additional amount to the City sufficient to process the application(s). The restricted funds shall be paid in full by Developer on or before 90 days after approval of this Agreement. Any excess payment from the Developer shall be returned by the City after all processing costs have been satisfied.

6.2.1.5 For the term of this Agreement, the City shall provide Developer with a first right of refusal to receive cannabis cultivation permits up to a total of sixty-six thousand square feet (66,000 sq ft.). Developer must provide its acceptance, of all or a portion of the offered amount, to the City in writing within 30 days of the notification by the City of said availability. No later than 18 months after said acceptance, Developer must pay Required Exactions for the entire accepted portion regardless if that portion is actually entitled, assessed under CEQA as required, or in operation.

6.2.1.6 Developer shall make a one-time payment of \$0.044 per square foot of permitted use to offset the proportionate amount of the City's costs of preparation of Ordinance No. 447 – Chapter 17.64 Commercial Cannabis Activities. The payment shall be made within 30 days of the Effective Date of this Agreement.

6.2.1.6 Developer shall pay Required Exactions and fees set forth in Exhibit "C."

In addition, the Required Exactions include, without limitation, all Conditions of Approval imposed by the City, to fully mitigate adverse impacts resulting from, and reasonably related to, the development of the Project.

6.2.2 Except for the Required Exactions and fees listed in this Agreement, no Exaction shall be imposed by the City or any City Agency during the Term of this Agreement in connection with: (a) the development, construction, use or occupancy of the Project; or (b) any applications filed for any City Permit for the development, construction, use or occupancy of the Project or any portion thereof.

6.3 [Reserved]

6.4 City Development Fees.

6.4.1 All of the City Development Fees that Developer shall be required to pay to the City and all City Agencies in connection with the development, construction, use and occupancy of the Project (collectively, the "**Required Development Fees**"), and the timing requirements for the payment of such Required Development Fees, are set forth in Exhibit "C" to this Agreement.

6.4.2 Notwithstanding the provisions of Section 6.4.1, Developer shall be responsible for paying: (a) any fees that Developer is obligated to directly pay to any Federal, State, County or local agency (other than any City Agency) under applicable Federal, State, County or local law; and (b) any fees the City is legally required to collect for other State or Federal agencies pursuant to (i) State or Federal law or (ii) any City agreement or City ordinance that the City is legally mandated or required to adopt or enter into to comply with State or Federal law or a judgment of a court of law, but only to the extent necessary to satisfy such compliance.

6.4.3 Except for the Required Development Fees listed on Exhibit "C" to this Agreement, or other fees identified in this Agreement, and any fees for a required building inspection or other required process for occupancy to be charged at the then current rate charged by the City to other developers, no City Development Fees shall be imposed by the City or any City Agency during the Term of this Agreement in connection with: (a) the development, construction, use or occupancy of the Project; or (b) any application filed for any City Permit for the development, construction, use or occupancy of the Project. After the term of this Agreement, development and use of the Property shall comply with all laws, regulations, enactments (including taxes), ordinances, then currently in effect.

6.5 City Application Fees. Developer shall pay to the City the City Application Fees chargeable in accordance with the City's Fee Schedule that is in effect at the time the relevant application for a City Permit is made; provided that such City Application Fees are uniformly imposed by the City and any City Agency at similar stages of project development on all similar applications for development in the City.

6.6 [Reserved]

## 7. Actions by City.

7.1 Other Governmental Permits. The City agrees to cooperate with Developer in Developer's endeavors to obtain permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Project Area or portions thereof (such as, for example, but not by way of limitation, public utilities or utility districts and agencies having jurisdiction over transportation facilities and air quality issues) so long as the cooperation by the City will not require the City to exercise legislative action or incur any cost, liability or expense without adequate indemnity against or right of reimbursement therefore from Developer.

7.2 Cooperation in Dealing with Legal Challenge. If any action or other proceeding is instituted by a third party or parties, other governmental entity or official challenging the validity of any provision of this Agreement (collectively, a "**Third Party Action**"), the Parties shall cooperate in the defense of the Third Party Action to the maximum extent reasonably possible under the circumstances unless otherwise required by law.

## 7.3 Indemnification.

7.3.1 Third Party Actions. To the furthest extent allowed by law, Developer shall indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, damages and costs (including attorney's fees, litigation expenses and

administrative record preparation costs) arising from, resulting from, or in connection with any Third Party Action (as hereinafter defined). The term **“Third Party Action”** collectively means any legal action or other proceeding instituted by (i) a third party or parties or (ii) a governmental body, agency or official other than the City or a City Agency, that: (a) challenges or contests any or all of this Agreement, the Project Applications and Approvals, and the Project Approvals; or (b) claims or alleges a violation of CEQA or another law by the City Council; or (c) the grant, issuance or approval by the City of any or all of this Agreement, the Project Applications and Approvals, and the Project Approvals. Developer’s obligations under this Section 7.3.1 shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties forfeitures, costs or damages caused solely by the active negligence or willful misconduct of the City or any of its officers, officials, employees, agents or volunteers. The provisions of this Section 7.3.1 shall survive the termination of this Agreement.

7.3.2 Additional Claims. To the fullest extent permitted by law, Developer shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers (“City Indemnitees”) from any and all loss, liability, fines, penalties, forfeitures, costs and damages, including but not limited to personal injury, death at any time, and property damage, and including further attorney’s fees, litigation and legal expenses incurred by the City Indemnitee or held to be the liability of the City Indemnitee (including plaintiff’s or petitioner’s attorney’s fees if awarded, in connection with the City Indemnitee’s defense of its actions in any proceeding) (collectively, “Losses”) incurred by any City Indemnitees from any and all claims, demands and actions in law or equity (collectively, a “Claim”), whether in contract, tort or strict liability, resulting from, arising or alleged to have arisen directly or indirectly out of performance or in any way connected with: (i) the making of this Agreement; (ii) the performance of this Agreement; (iii) the issuance of the CUP, permits, licenses, or other entitlements related to a cannabis operations; or (iv) the City’s granting, issuing or approving use of this Agreement. If any portion of a claim, demand or action in law gives rise to indemnification under this Agreement, Developer shall be responsible for indemnifying, holding harmless or defending the City as to the entire claim, demand or action in law. Developer’s indemnification obligations under the proceeding portions of this paragraph shall apply regardless of whether the City Indemnitees are negligent, but shall not apply to any Losses caused solely by the gross negligence or willful misconduct of any City Indemnitees.

In addition, Developer shall indemnify, hold harmless and defend the City Indemnitees from any and all federal enforcement action(s) arising from (i) the execution of this Agreement, (ii) the issuance of the CUP, permits, licenses, or other entitlements, and/or (iii) any other entitlements or approvals by the City to operate the Developer’s commercial cannabis business. Further, Developer shall indemnify, hold harmless and defend the City Indemnitees from any and all violation(s) of federal, state and/or local law by Developer, its officers, officials, employees, agents, subcontractors, independent contractors and volunteers.

If Developer should subcontract all or any portion of the work to be performed under this Agreement, Developer shall require each subcontractor to indemnify, hold harmless and defend the City Indemnitees in accordance with the terms of the two prior paragraphs of this Section. Notwithstanding the preceding sentence, any subcontractor who is a “design professional” as defined in Section 2782.8 of the California Civil Code shall, in lieu of indemnity requirements set forth in the two prior paragraphs of this Section, be required to indemnify, hold harmless and defend the City Indemnitees to the fullest extent allowed by law, from any and all Claims and Losses that arise out of,

pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

7.3.3 Damage Claims. The nature and extent of Developer's obligations to indemnify, defend and hold harmless the City with regard to events or circumstances not addressed in Section 7.3.1 and 7.3.2 shall be governed by this Section 7.3.3. To the furthest extent allowed by law, Developer shall indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Developer or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement or the performance of any or all work to be done by Developer or its contractors, agents, successors and assigns pursuant to this Agreement (including, but not limited to design, construction and/or ongoing operation and maintenance of any required Off-Site Improvements unless and until such Off-Site Improvements are dedicated to and officially accepted by the City). Developer's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, consultants, attorneys, agents, or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

If Developer should subcontract all or any portion of the services to be performed under this Agreement, Developer shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers in accordance with the terms of the preceding paragraph. The Developer further agrees that the use for any purpose and by any person of any and all of the streets and improvements required under this Agreement, shall be at the sole and exclusive risk of the Developer, at all times prior to final acceptance by the City of the completed street and other improvements, unless any loss, liability, fines, penalties, forfeitures, costs or damages arising from said use were caused by the active or sole negligence, or the willful misconduct, of the City or any of its officers, officials, employees, consultants, attorneys, agents or authorized volunteers.

Notwithstanding the preceding paragraph, to the extent that Subcontractor is a "design professional" as defined in section 2782.8 of the California Civil Code and performing work hereunder as a "design professional" shall, in lieu of the preceding paragraph, be required to indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers to the furthest extent allowed by law, from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in Agreement, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, its principals, officers, employees, consultants, attorneys, agents or volunteers in the performance of this Agreement.

This Section 7.3 shall survive termination or expiration of this Agreement.

7.4 **Insurance.** Except for any Off-Site Improvements constructed pursuant to the terms of this Agreement (in which case insurance for the Off-Site Improvements shall be required through the date of the City’s final formal acceptance of Off-Site Improvements constructed), from the Effective Date of this Agreement and at all times herein (the “**Insurance Period**”), Developer shall pay for and maintain in full force and effect all policies of insurance described in this section with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide. The following policies of insurance are required:

7.4.1 **COMMERCIAL GENERAL LIABILITY** insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and shall include insurance for bodily injury, property damage and personal injury with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, contractual liability (including indemnity obligations under this Agreement), with limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage, \$1,000,000.00 per occurrence for personal injury, \$2,000,000.00 general aggregate and \$2,000,000.00 aggregate for products and completed operations and \$2,000,000.00 general aggregate.

7.4.2 **COMMERCIAL AUTOMOBILE LIABILITY** insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Business Auto Coverage Form CA 00 01 and shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 B Any Auto), with combined single limits of liability of not less than \$2,000,000.00 per accident for bodily injury and property damage.

7.4.3 **WORKERS' COMPENSATION** insurance as required under the California Labor Code.

7.4.4 **EMPLOYERS' LIABILITY** with minimum limits of liability of not less than \$1,000,000.00 each accident, \$1,000,000.00 policy limit and \$1,000,000.00 for each employee.

In the event Developer purchases an Umbrella or Excess insurance policy(ies) to meet the “Minimum Limits of Insurance,” this insurance policy(ies) shall “follow form” and afford no less coverage than the primary insurance policy(ies).

Developer shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Developer shall also be responsible for payment of any self-insured retentions.

The above described policies of insurance shall be endorsed to provide an unrestricted thirty (30) calendar day written notice in favor of City of policy cancellation of coverage, except for the Workers' Compensation policy which shall provide a ten (10) calendar day written notice of such cancellation of coverage. In the event any policies are due to expire during the term of this Agreement, Developer shall provide a new certificate evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy(ies). Upon issuance by the insurer, broker, or agent of a notice of cancellation in coverage, Developer shall file with City a new certificate and all applicable endorsements for such policy(ies).

The General Liability and Automobile Liability insurance policies shall be written on an occurrence

form and shall name City, its officers, officials, agents, employees, consultants, attorneys, and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Developer's insurance shall be primary and no contribution shall be required of City. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, officials, agents, employees, consultants, attorneys, and volunteers. Developer shall have furnished City with the certificate(s) and applicable endorsements for all required insurance prior to start of construction of any phase of development. Developer shall furnish City with copies of the actual policies upon the request of City's City Manager at any time during the life of the Agreement or any extension, and this requirement shall survive termination or expiration of this Agreement.

If at any time during the Insurance Period, Developer fails to maintain the required insurance in full force and effect, the City Engineer, or his/her designee, may order that the Developer, or its contractors or subcontractors, immediately discontinue any further work under this Agreement and take all necessary actions to secure the work site to insure that public health and safety is protected until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. The insurance requirements set forth in this Section 7.4 are material terms of this Agreement.

If Developer should hire a general contractor to provide all or any portion of the services or work to be performed under this Agreement, Developer shall require the general contractor to provide insurance protection in favor of City, its officers, officials, employees, consultants, attorneys, volunteers and agents in accordance with the terms of each of the preceding paragraphs, except that the general contractor's certificates and endorsements shall be on file with Developer and City prior to the commencement of any work by the general contractor.

If the general contractor should subcontract all or a portion of the services or work to be performed under this Agreement to one or more subcontractors, Developer shall require the general contractor to require each subcontractor to provide insurance protection in favor of City, its officers, officials, employees, consultants, attorneys, volunteers and agents in accordance with the terms of each of the preceding paragraphs, except that each subcontractor shall be required to pay for and maintain Commercial General Liability insurance with limits of liability of not less than \$1,000,000.00 per occurrence for bodily injury and property damage, \$1,000,000.00 per occurrence for personal injury, \$2,000,000.00 aggregate for products and completed operations and \$2,000,000.00 general aggregate and Commercial Automobile Liability insurance with limits of liability of not less than less than \$1,000,000.00 per accident for bodily injury and property damage. Subcontractors' certificates and endorsements shall be on file with the general contractor, Developer and City prior to the commencement of any work by the subcontractor. Developer's failure to comply with these requirements shall constitute an "Event of Default" as that term is defined in Section 10.1.

## 8. Benefits

8.1 Benefits to the City. The City has extensively reviewed the terms and conditions of this Agreement and, in particular, has specifically considered and approved the impact and benefits of the Project upon the regional welfare. The terms and conditions of this Agreement have been found by the City to be fair, just, and reasonable, and to provide appropriate benefits to the City. This Agreement and the development of the Project will serve the best interests, and the public health, safety, and welfare of the residents and invitees, of the City and the general public. This Agreement will help provide effective and efficient development of any Off-Site Improvements and

other Required Exactions in the vicinity of the Project Area; help maximize effective utilization of resources within the City; increase City tax revenues; and provide other substantial public benefits to the City and its residents by achieving the goals and purposes of the Development Agreement Laws, the Arvin Municipal Code and the 2035 Arvin General Plan (as may have been amended).

8.2 Benefits to the Developer. The Developer has expended and will continue to expend substantial amounts of time and money on the planning and development of the Project. In addition, the Developer may expend substantial amounts of time and money for the construction of the Off-Site Improvements, if required, and other Required Exactions and for the payment of the Required Development Fees in connection with the Project. The Developer would not make such expenditures except in reliance upon this Agreement. The benefit to the Developer under this Agreement consists of the assurance that the City will preserve the rights of Developer to develop the Project Area as planned and as set forth in the Project Approvals and this Agreement.

9. Annual Review of Compliance.

9.1 Annual Review. City and Developer shall annually review this Agreement, and all actions taken pursuant to the terms of this Agreement with respect to the Project in accordance with the provisions of California Government Code section 65865.1 and this Section 9. The Parties recognize that this Agreement and the Project Approvals and City Permits referenced herein contain extensive requirements and that evidence of each and every requirement would be a wasteful exercise of the Parties' resources. Accordingly, Developer shall be deemed to have satisfied its duty of demonstration if it presents evidence satisfactory to the City of its good faith compliance, as that term is used in Government Code, section 65865.1, with the material provisions of this Agreement.

9.2 Developer Report. Not later than the first anniversary date of the Effective Date, and not later than each anniversary date of the Effective Date thereafter during the Term, Developer shall apply for annual review of this Agreement. Developer shall submit with such application a report to the City Manager describing Developer's good faith compliance with the terms of this Agreement during the preceding year (the "**Developer Report**"). The Developer Report shall include a statement that the report is submitted to City pursuant to the requirements of California Government Code section 65865.1.

9.3 Finding of Compliance. Within thirty (30) days after Developer submits the Developer Report under Section 9.2, the City Manager shall review Developer's submission to ascertain whether Developer has demonstrated good faith compliance with the material terms of this Agreement. If the City Manager finds and determines that Developer has in good faith complied with the material terms of this Agreement, or does not determine otherwise within thirty (30) days after delivery of the Developer Report, the annual review shall be deemed concluded. If the City Manager initially determines that the Developer Report is inadequate in any respect, he or she shall provide written notice to that effect to Developer, and Developer may supply such additional information or evidence as may be necessary to demonstrate good faith compliance with the material terms of this Agreement. If the City Manager concludes that Developer has not demonstrated good faith compliance with the material terms of this Agreement, he or she shall so notify Developer prior to the expiration of the thirty (30) day period herein specified and prepare a staff report to the City Council with respect to the conclusions of the City Manager and the contentions of Developer with respect thereto (the "**Staff Report**").

9.4 Hearing Before City Council to Determine Compliance. After submission of the Staff Report of the City Manager, the City Council shall conduct a noticed public hearing to determine the good faith compliance by Developer with the material terms of this Agreement. At least sixty (60) days prior to such hearing, the City Manager shall provide to the City Council, Developer, and to all other interested Persons requesting the same, copies of the Staff Report and other information concerning Developer's good faith compliance with the material terms of this Agreement and the conclusions and recommendations of the City Manager. At such public hearing, Developer and any other interested Person shall be entitled to submit evidence, orally or in writing, and address all the issues raised in the Staff Report on, or with respect or germane to, the issue of Developer's good faith compliance with the material terms of this Agreement. If, after receipt of any written or oral response of Developer, and after considering all of the evidence at such public hearing, the City Council finds and determines, on the basis of substantial evidence, that Developer has not complied in good faith with the material terms of this Agreement, then the City Council shall specify to Developer the respects in which Developer has failed to comply, and shall also specify a reasonable time for Developer to meet the terms of compliance, which time shall be not less than thirty (30) days after the date of the City Council's determination, and shall be reasonably related to the time adequate to bring Developer's performance into good faith compliance with the material terms of this Agreement. If the areas of noncompliance specified by the City Council are not corrected within the time limits prescribed by the City Council hereunder, subject to Force Majeure pursuant to Section 13.1, then the City Council may by subsequent noticed public hearing extend the time for compliance for such period as the City Council may determine (with conditions, if the City Council deems appropriate), Terminate or modify this Agreement (in which case notice of said action shall be recorded pursuant to Arvin Municipal Code Section 17.64.200(c)), or take such other actions as may be specified in the Development Agreement Laws. Any notice to Developer of a determination of noncompliance by Developer hereunder, or of a failure by Developer to perfect the areas of noncompliance hereunder, shall specify in reasonable detail the grounds therefor and all facts demonstrating such noncompliance or failure, so that Developer may address the issues raised in the notice of noncompliance or failure on a point-by-point basis in any hearing held by the City Council hereunder.

9.5 Meet and Confer Process. If either the City Manager or the City Council makes a determination that Developer has not demonstrated good faith substantial compliance with the material terms of this Agreement, the City Manager and/or designated City Council representatives may initiate a meet and confer process with Developer pursuant to which the Parties shall meet and confer in order to determine a resolution acceptable to both Parties of the basis upon which the City Manager or City Council has determined that Developer has not demonstrated good faith substantial compliance with the material terms of this Agreement. If, as a result of such meet and confer process, the Parties agree on a resolution on the basis related to the determination that Developer has not demonstrated good faith substantial compliance with the material terms of this Agreement, the results and recommendations of the meet and confer process shall be presented to the City Council for review and consideration at its next regularly scheduled public meeting, including consideration of such amendments to this Agreement as may be necessary or appropriate to effectuate the resolution achieved through such meet and confer process. Developer shall be deemed to be in good faith substantial compliance with the material terms of this Agreement, only upon City Council acceptance of the results and recommendations of the meet and confer process.

9.6 Certificate of Compliance. If the City Manager (or the City Council, if applicable) finds good faith substantial compliance by Developer with the material terms of this Agreement, the City Manager shall issue a certificate of compliance within ten (10) days thereafter,

certifying Developer's good faith compliance with the material terms of this Agreement through the period of the applicable annual review. Such certificate of compliance shall be in recordable form and shall contain such information as may be necessary in order to impart constructive record notice of the finding of good faith compliance hereunder. Developer shall have the right to record the certificate of compliance in the Official Records.

9.7 Effect of City Council Finding of Noncompliance; Rights of Developer. If the City Council determines that Developer has not substantially complied in good faith with the material terms of this Agreement pursuant to Section 9.4 and takes any of the actions specified in Section 9.4 with respect to such determination of noncompliance, Developer shall have the right to contest any such determination of noncompliance by the City Council pursuant to a legal action filed in accordance with Section 16.5.

9.8 City Costs. Developer shall reimburse the City for all of the City's reasonable costs, (including but not limited to, staff time, attorney's fees, and administrative costs) incurred in connection with Sections 9.1 through 9.8 of this Agreement. Pursuant to this section, Developer shall remit a deposit of Two Thousand Dollars (\$2,000) to the City at the time of submission of the required Developer Report. If the deposit is insufficient to reimburse the City, the City may submit an invoice to Developer, who shall rendered payment to the City within thirty (30) days of receiving an invoice from the City for its costs. Any excess monies deposited by Developer to the City pursuant to this Section 9.8 shall be returned to Developer by the City within thirty (30) days after issuance of the certificate of compliance or completion of any of the actions set forth in Section 9.7 of this Agreement.

## 10. Events Of Default; Remedies; Estoppel Certificates.

### 10.1 Events of Default.

10.1.1 The failure by a Party to perform any material term or provision of this Agreement (including but not limited to the failure of a Party to approve a matter or take an action within the applicable time periods governing such performance under this Agreement) shall, subject to the provisions of this Agreement, constitute an **"Event of Default"**, if: (a) such defaulting Party does not cure such failure within thirty (30) days following delivery of a Notice (as hereinafter defined) of default from the other Party (**"Notice of Default"**), where such failure is of a nature that can be cured within such thirty (30) day period; or (b) where such failure is not of a nature which can be cured within such thirty (30) day period, the defaulting Party does not within such thirty (30) day period commence substantial efforts to cure such failure, or thereafter does not within a reasonable time prosecute to completion with diligence and continuity the curing of such failure. Any Notice of Default given hereunder shall specify in reasonable detail the nature of the failures in performance by the defaulting Party and the manner in which such failures of performance may be satisfactorily cured in accordance with the terms and conditions of this Agreement.

10.1.2 Any Notice of Default to the defaulting Party pursuant to Section 10.1.1 shall satisfy the requirements of Section 15 of this Agreement and shall include a provision in at least fourteen face bold type substantially as follows: "YOU HAVE FAILED TIMELY TO PERFORM OR RENDER AN APPROVAL OR TAKE AN ACTION REQUIRED UNDER THE DEVELOPMENT AGREEMENT: [SPECIFY IN DETAIL]. YOUR FAILURE TO COMMENCE TIMELY PERFORMANCE AND COMPLETE SUCH PERFORMANCE AS REQUIRED UNDER THE AGREEMENT OR RENDER SUCH APPROVAL TO TAKE SUCH ACTION WITHIN

THIRTY (30) DAYS AFTER THE DATE OF THIS NOTICE SHALL ENTITLE THE UNDERSIGNED TO TAKE ANY ACTION OR EXERCISE ANY RIGHT OR REMEDY TO WHICH IT IS ENTITLED UNDER THE AGREEMENT AS A RESULT OF THE FOREGOING CIRCUMSTANCES."

10.2 Remedies. Upon the occurrence of an Event of Default, each Party shall have the right, in addition to all other rights and remedies available under this Agreement, to: (a) bring any proceeding in the nature of specific performance, injunctive relief or mandamus; and/or (b) bring any action at law or in equity as may be permitted by laws of the State of California or this Agreement.

10.3 Waiver; Remedies Cumulative. Failure by a Party to insist upon the strict or timely performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. No waiver by a Party of any failure of performance, including an Event of Default, shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take any action with respect to such failure. No express written waiver shall affect any other action or inaction, or cover any other period of time, other than any action or inaction and/or period of time specified in such express waiver. One or more written waivers under any provision of this Agreement shall not be deemed to be a waiver of any subsequent action or inaction. Nothing in this Agreement shall limit or waive any other right or remedy available to a party to seek injunctive relief or other expedited judicial and/or administrative relief to prevent irreparable harm.

10.4 Estoppel Certificate. Either Party may, at any time, and from time to time, deliver written notice to the other Party requesting such other Party to certify in writing: (a) that this Agreement is in full force and effect and a binding obligation of the Parties; (b) that this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments; (c) to the knowledge of such other Party, that neither Party has committed an Event of Default under this Agreement, or if an Event of Default has to such other Party's knowledge occurred, to describe the nature of any such Event of Default; and (d) such other certifications that may be reasonably requested by the other Party or a Mortgagee (as hereinafter defined). A Party receiving a request hereunder shall execute and return such certificate within twenty (20) days following the receipt thereof, and if a Party fails so to do within such twenty (20) day period, the information in the requesting Party's notice shall conclusively be deemed true and correct in all respects. The City Manager, as to the City, shall execute certificates requested by Developer hereunder. Each Party acknowledges that a certificate hereunder may be relied upon by Transferees (as hereinafter defined) and Mortgagees (as hereinafter defined). No Party shall, however, be liable to the requesting Party, or other Person requesting or receiving a certificate hereunder, on account of any information therein contained, notwithstanding the omission for any reason to disclose correct and/or relevant information, but such Party shall be estopped with respect to the requesting Party, or such third Person, from asserting any right or obligation, or utilizing any defense, which contravenes or is contrary to any such information.

11. [Reserved].

12. Transfers.

12.1 Definitions. For purposes of this Agreement, the following terms shall have

the meanings set forth below:

“**Affiliate**” means any Person directly or indirectly Controlling, Controlled by or under Common Control with Owner.

“**Control**” means the ownership (direct or indirect) by one Person of an interest in the profits and capital and the right to manage and control the day to day affairs of another Person. The term "Control" includes any grammatical variation thereof, including "Controlled" and "Controlling".

“**Common Control**” means that two Persons are both controlled by the same other Person.

“**Person**” means an individual, partnership, firm, association, corporation, trust, governmental agency, administrative tribunal or other form of business or legal entity.

“**Transfer**” means the sale, assignment, or other transfer by Developer of this Agreement, or any right, duty or obligation of Developer under this Agreement, including by foreclosure, trustee sale, or deed in lieu of foreclosure, under a Mortgage, but excluding: (a) a dedication of any portion of the Project Area to the City or another governmental agency; (b) a Mortgage; (c) ground leases, leases, subleases, licenses and operating agreements entered into by Developer with tenants or occupants of the Project for occupancy of space in any buildings or improvements (together with any appurtenant tenant rights and controls customarily included in such leases or subleases) in the Project, and any assignment or transfer of any such ground lease, lease, sublease, license or operating agreement by either party thereto; (d) any sale of a building pad and surrounding area in the Project Area to a future retail or restaurant occupant (or its affiliated entity) for the intended purpose of the development and occupancy of a building or improvement thereon; and (e) any Collateral Assignment of this Agreement to a Mortgagee.

“**Transferee**” means the Person to whom a Transfer is effected.

12.2 Conditions Precedent to Developer Right to Transfer. Except as otherwise provided in this Section 12, Developer shall only have the right to effect a Transfer subject to and upon fulfillment of the following conditions precedent:

12.2.1 No Event of Default by Developer shall be outstanding and uncured as of the effective date of the proposed Transfer, unless the City Council has received adequate assurances satisfactory to the City Council that such Event of Default shall be cured in a timely manner either by Developer or the Transferee under the Transfer.

12.2.2 Prior to the effective date of the proposed Transfer, Developer or the proposed Transferee has delivered to the City an executed and acknowledged assignment and assumption agreement (the “**Assumption Agreement**”) in recordable form. Such Assumption Agreement shall include provisions regarding: (a) the rights and interest proposed to be Transferred to the proposed Transferee; (b) the obligations of Developer under this Agreement that the proposed Transferee will assume; and (c) the proposed Transferee's acknowledgment that such Transferee has reviewed and agrees to be bound by this Agreement. The Assumption Agreement shall also include the name, form of entity, and address of the proposed Transferee, and shall provide that the Transferee assumes the obligations of Developer to be assumed by the Transferee in connection with

the proposed Transfer. The Assumption Agreement shall be recorded in the Official Records concurrently with the consummation of the Transfer.

12.2.3 Prior to the effective date of the proposed Transfer, City consents in writing to the Transfer. City's consent shall not be unreasonably withheld. Factors the City may consider in determining whether to consent to the transfer include the financial capacity of the proposed Transferee to comply with all of the terms of the Agreement and the history, if any, of compliance of Transferee, its principals, officers or owners with the provisions of federal or state law, the Arvin Municipal Code or agreements with the City relating to development projects within the City of Arvin.

12.3 Transfer to Affiliate. Notwithstanding the provisions of Section 12.2, Developer shall have the right to Transfer all of its rights, duties and obligations under this Agreement to an Affiliate of Developer. Such Affiliate shall become a Transferee upon: (a) the acquisition by such Affiliate of the affected interest of Developer under this Agreement; (b) delivery to the City of an Assumption Agreement executed by the Affiliate pursuant to which the Affiliate assumes, from and after the date such Affiliate so acquires its interest, the applicable rights, duties and obligations of Developer under this Agreement and (c) delivery to the City of documents and other evidence establishing, to the reasonable satisfaction of the City, the Affiliate's financial capacity to meet all of its duties and obligations under this Agreement. By virtue of its demonstrated status as an Affiliate of Developer and recognizing that Transfers to Affiliates will facilitate Developer's ability to develop the Project consistent with this Agreement, the City hereby consents to any Transfer to an Affiliate in accordance with this Section 12.3 and no further consent of the City shall be required for any Transfer by Developer to an Affiliate.

12.4 Mortgagee as Transferee. No Mortgage (including the execution and delivery thereof to the Mortgagee) shall constitute a Transfer. A Mortgagee shall be a Transferee only upon: (a) the acquisition by such Mortgagee of the affected interest of Developer encumbered by such Mortgagee's Mortgage; and (b) delivery to the City of an Assumption Agreement executed by the Mortgagee pursuant to which the Mortgagee assumes assuming, from and after the date such Mortgagee so acquires its interest, the applicable rights, duties and obligations of Developer under this Agreement. No further consent of the City shall be required for any such Transfer to a Mortgagee.

12.5 Effect of Transfer. A Transferee shall become a Party to this Agreement only with respect to the interest transferred to it under the Transfer and then only to the extent set forth in the Assumption Agreement delivered under Sections 12.2.2, 12.3 and 12.4. When and if Developer Transfers all of its rights, duties and obligations under this Agreement in accordance with Section 12.2, 12.3 or 12.4, Developer shall be released from any and all obligations accruing after the date of the Transfer under this Agreement. If Developer effectuates a Transfer as to only some but not all of its rights, duties and obligations under this Agreement, Developer shall be released only from its obligations accruing after the date of the Transfer which the Transferee assumes in the Assumption Agreement.

12.6 No Transfer of Commercial Cannabis Permit. Notwithstanding any other provision of this Agreement, a commercial cannabis permit shall not be subject to the transfer process, and prior to any transfer Transferee must qualify for and obtain a commercial cannabis permit as required by Chapter 17.64 of the Arvin Municipal Code.

13. Enforced Delay; Extension of Time of Performance; Excused Performance.

13.1 Force Majeure. In addition to specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or failures to perform are due to war, insurrection, strikes, walk-outs, riots, floods, earthquakes, the discovery and remediation of hazardous waste or significant geologic, hydrologic, archaeological or paleontologic problems on the Project Area, fires, casualties, acts of God, shortages of labor or material, governmental restrictions imposed or mandated by governmental entities other than the City, enactment of conflicting state or federal statutes or regulations, judicial decisions, litigation not commenced by a Party to this Agreement claiming the enforced delay, or any other basis for excused performance which is not within the reasonable control of the Party to be excused. Causes for delay as set forth above are collectively referred to as “**Force Majeure.**”

13.2 Notice. If Notice (as hereinafter defined) of such delay or impossibility of performance is provided to a Party within thirty (30) days after the commencement of such delay or condition of impossibility, an extension of time for such cause shall not be unreasonably denied by such Party. The extension shall be for the period of the enforced delay, or longer as may be mutually agreed upon by the applicable Parties in writing. Any performance rendered impossible shall be excused in writing by the Party so notified.

14. Project Approvals Independent. Except to the extent otherwise recognized by CEQA, all City Permits which may be granted pursuant to this Agreement, and all Project Approvals which have been issued or granted by the City with respect to the Project Area and the Project, constitute independent actions and approvals by the City. If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, or if this Agreement is Terminated for any reason, then such invalidity, unenforceability or Termination of this Agreement, or any part hereof, shall not affect the validity or effectiveness of any such City Permits or the Project Approvals. In such cases, such City Permits and Project Approvals will remain in effect pursuant to their own terms, provisions, and conditions of approval. As such, the City may place conditions of approval on all City Permits which may be granted pursuant to this Agreement, and Project Approvals which have been issued or granted by the City with respect to the Project Area and the Project, so long as such conditions are consistent with the terms of this Agreement.

15. Notices

15.1 Form of Notices; Addresses. All notices and other communications (the “**Notices**”) required or permitted to be given by any Party to another Party pursuant to this Agreement shall be properly given only if the Notice is: (a) made in writing (whether or not so stated elsewhere in this Agreement); (b) given by one of the methods prescribed in Section 15.2; and (c) sent to the Party (to which it is addressed at the address set forth below (with a copy to the appropriate entity as indicated below) or at such other address as such Party (or the addressee required to be sent a copy) may hereafter specify by at least five (5) calendar days’ prior written notice:

If to City:

City of Arvin  
Attn: City Manager  
City Hall  
200 Campus Drive  
PO Box 548  
Arvin, CA 93203  
Facsimile: (661) 854-0817

and to:

Aleshire & Wynder, LLP  
Attn: Shannon Chaffin, City Attorney  
2440 Tulare Street, Suite 410  
Fresno, CA 93721  
Facsimile: (559) 486-1568

If to Developer:

Aaron Coppelson, M.D., Inc.  
Attn: Aaron Coppelson  
261399 PO Box  
Encino, CA 91426  
  
Email: dontyoudelay@gmail.com

and to:

Facsimile:

15.2 Methods of Delivery. Notices may be either: (a) delivered by hand; (b) delivered by a nationally recognized overnight courier which maintains evidence of receipt; or (c) sent by facsimile transmission with a confirmation copy delivered the following day by a nationally recognized overnight courier which maintains evidence of receipt. Notices shall be effective on the date of receipt.

16. General Provisions.

16.1 City's Reservation of Authority. The Parties acknowledge and agree that the intent of the Parties is that this Agreement be construed in a manner that protects the vested rights granted to Developer herein. Except for the limitations on the exercise by the City of its police power which are provided in this Agreement or which are construed in accordance with the immediately preceding sentence, the Parties further acknowledge and agree that: (a) the City reserves all of its police power and/or statutory or other legal powers or responsibilities; (b) the City reserves all of its authority to enact additional regulations, whether enacted by the City Council or the City Manager, relating to commercial cannabis business activities; and (3) this Agreement shall not be construed to limit the authority or obligation of the City to hold necessary public hearings, to limit the discretion of the City or any of its officers or officials with regard to rules, regulations,

ordinances, laws, and entitlement of use which require the exercise of discretion by the City or any of its officers or officials. This Agreement shall not be construed to limit the obligations of the City to comply with CEQA or any other federal or state law.

16.2 Amendment or Cancellation. Subject to meeting the notice and hearing requirements of section 65867 of the California Government Code, this Agreement may be amended from time to time, or canceled in whole or in part, by mutual written consent of the City and Developer, or their respective successors in interest in accordance with the provisions of section 65868 of the California Government Code.

16.3 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought and referring expressly to this Section. No waiver of any right or remedy in respect of any occurrence or event shall be deemed a waiver of any right or remedy in respect of any other occurrence of event.

16.4 Successor and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties, and any subsequent owners of all or any portion of the Project Area and their respective successors and assigns. Any successors in interest to the City shall be subject to the provisions set forth in sections 65865.4 and 65868.5 of the California Government Code.

16.5 Interpretation and Governing State Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objective and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, both Parties having been represented by counsel in the negotiation and preparation hereof. All legal actions brought to enforce the terms of this Agreement shall be brought and heard solely in the Superior Court of the State of California, County of Kern.

16.6 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other Person shall have any right of action based upon any provision of this Agreement.

16.7 Future Acquisitions. In the event that Developer or an affiliate of Developer acquires or obtains a legal or equitable interest in any portion of the Project Area other than the Project Area (the “**After Acquired Land**”) during the Term of this Agreement, the City and Developer shall engage in good faith negotiations for a development agreement between the City and Developer pursuant to the Development Agreement Laws for the development of a portion of the Project on the After Acquired Land.

16.8 Attorneys’ Fees. If either Party commences any action for the interpretation, enforcement, termination, cancellation or rescission hereof, or for specific performance of the breach hereof, the prevailing party shall be entitled to its reasonable attorneys’ fees and litigation expenses and costs, and any judgment, order or decree rendered in such action, suit or proceeding shall include an award thereof. Attorneys’ fees under this Section shall include attorneys' fees on any appeal and any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

16.9 Limitation of Legal Acts. Except as provided in Section 16.8, in no event shall the City, or its officers, agents or employees, be liable in damages for any breach or violation of this Agreement, it being expressly understood and agreed that the Developer's sole legal remedy for a breach or violation of this Agreement by the City shall be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement.

16.10 Validation. If so requested in writing by the Developer, the City agrees to initiate appropriate procedure under California Code of Civil Procedure section 860 *et seq.*, in order to validate this Agreement, and the obligations thereunder. Any validation undertaken at the request of the Developer shall be at the sole cost of the Developer.

16.11 Successor Statutes Incorporated. All references to a statute or ordinance, shall incorporate any, or all, successor statute or ordinance enacted to govern the activity now governed by the statute or ordinance, noted herein to the extent, however, that incorporation of such successor statute or ordinance does not adversely affect the benefits and protections granted to the Developer under this Agreement.

16.12 Incorporation of Attachments. All recitals and attachments to this Agreement, including all Exhibits referenced herein, and all subparts thereto, are incorporated herein by this reference.

16.13 Negation of Partnership. The Parties specifically acknowledge that the Project is a private development, that neither Party is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in the businesses of Developer, the affairs of the City, or otherwise, or cause them to be considered joint venturers or members of any joint enterprise. This Agreement is not intended and shall not be construed to create any third party beneficiary rights in any Person who is not a Party or a Transferee; and nothing in this Agreement shall limit or waive any rights Developer may have or acquire against any third Person with respect to the terms, covenants or conditions of this Agreement.

16.14 Not A Public Dedication. Except for Required Exactions specifically set forth in this Agreement and then only when made to the extent so required, nothing herein contained shall be deemed to be a gift or dedication of the Project Area or any buildings or improvements constructed in the Project, to the general public, for the general public, or for any public use or purpose whatsoever, it being the intention and understanding of the Parties that this Agreement be strictly limited to and for the purposes herein expressed for the development of the Project Area as private property.

16.15 Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any Person, by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other Person or circumstance and the same shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

16.16 Counterparts. This Agreement may be executed in two or more identical

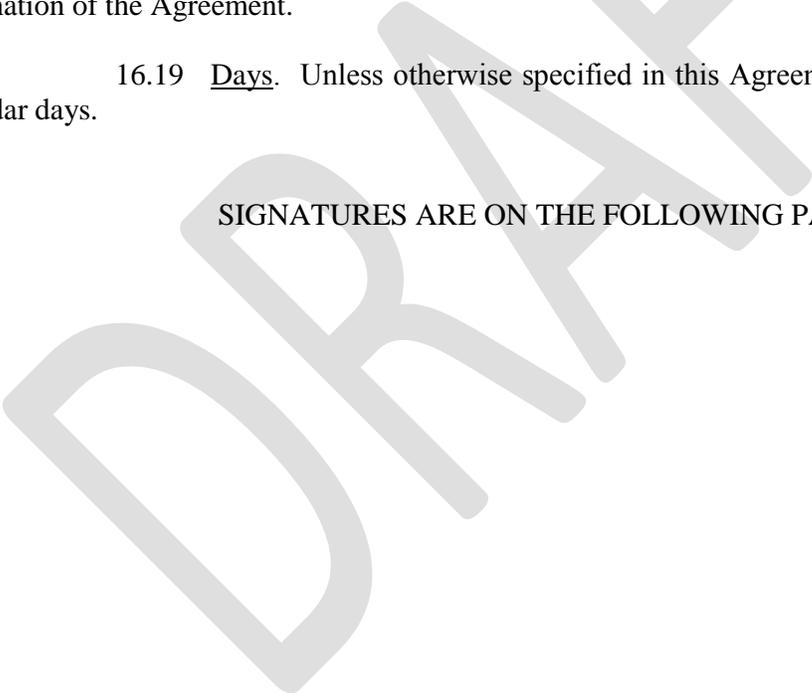
counterparts, each of which shall be deemed to be an original and each of which shall be deemed to be one and the same instrument when each Party signs each such counterpart.

16.17 Signature Pages. For convenience, the signatures of the Parties to this Agreement may be executed and acknowledged on separate pages which, when attached to this Agreement, shall constitute this as one complete Agreement.

16.18 LLMD and CFD. If required as a condition of a Project Approval, and at the written request of Developer, the City agrees to reasonably cooperate with Developer, at no cost or expense to the City, in the establishment of a Lighting and Landscaping Maintenance District (LLMD) or community facility district (CFD) encompassing the Project Area to assist in the financing of certain off-site improvements and Exactions related to the Project. In the alternative, upon request by the City, Developer i) agrees to join a Landscape and Lighting District or annex to the same; and ii) agrees to become part of a Community Facility District, under the Mello-Roos Community Facilities Act, or equivalent mechanism to address services such as fire, police, storm drainage maintenance, road infrastructure maintenance, or similar services, and agrees to annex or join the same. Developer shall be solely responsible for paying its proportionate cost for services associated with the same, including i) any costs of formation or annexation, including those incurred by the City; and ii) costs required by participants in said District(s). This provision will survive the termination of the Agreement.

16.19 Days. Unless otherwise specified in this Agreement, the term “days” means calendar days.

SIGNATURES ARE ON THE FOLLOWING PAGE



IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

**“CITY”**

**CITY OF ARVIN,**  
a municipal corporation

By: \_\_\_\_\_  
Jerry Breckinridge, City Manager  
\_\_\_\_\_, 2019

ATTEST:

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

**“DEVELOPER”**

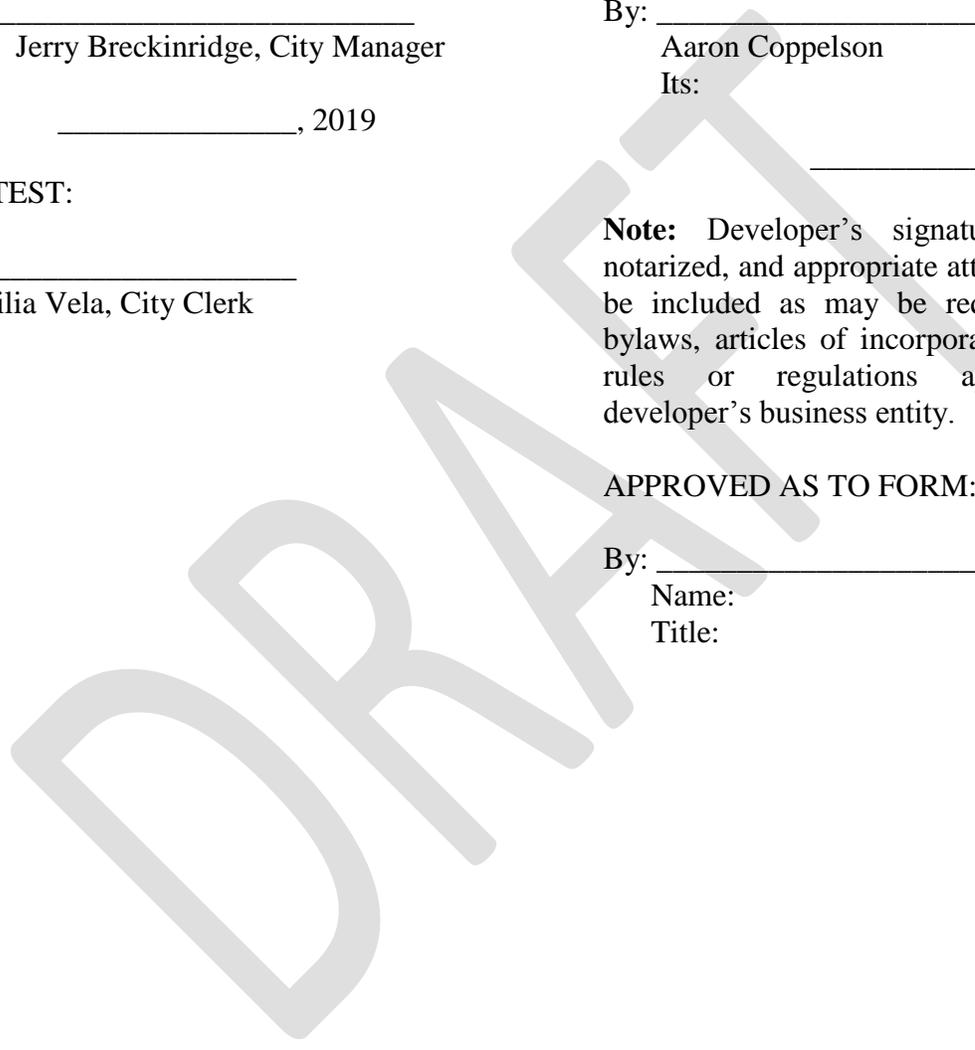
**Aaron Coppelson, M.D., Inc.,**  
a California Corporation

By: \_\_\_\_\_  
Aaron Coppelson  
Its: \_\_\_\_\_, 2019

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

APPROVED AS TO FORM:

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



### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA  
 COUNTY OF \_\_\_\_\_  
 On \_\_\_\_\_, 2019 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.  
 Signature: \_\_\_\_\_

#### OPTIONAL

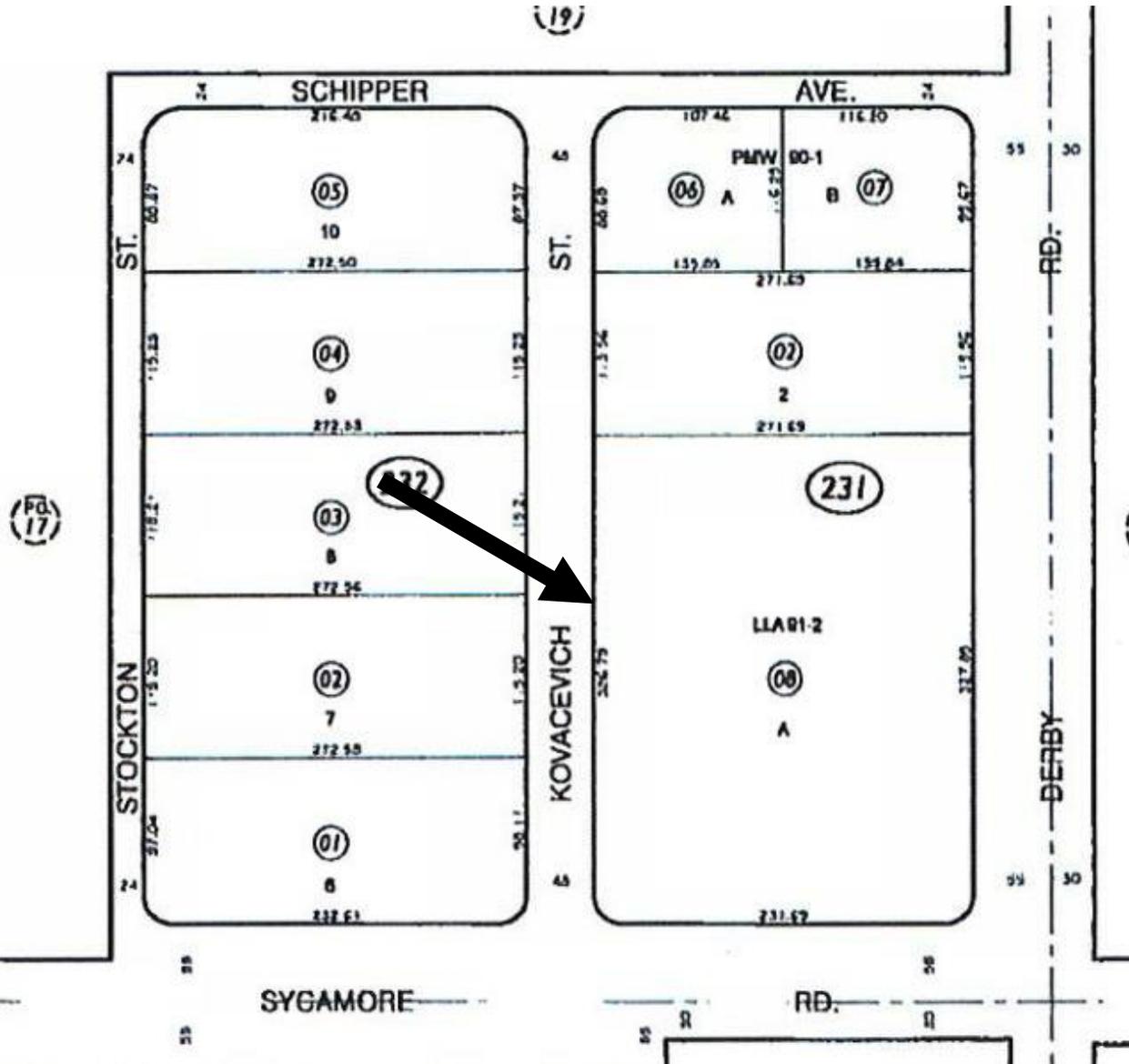
Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

<input type="checkbox"/> <b>CAPACITY CLAIMED BY SIGNER</b>	<input type="checkbox"/> <b>DESCRIPTION OF ATTACHED DOCUMENT</b>
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT
_____	_____
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	NUMBER OF PAGES
<input type="checkbox"/> TITLE(S) <input type="checkbox"/> GENERAL	_____
<input type="checkbox"/> ATTORNEY-IN-FACT	DATE OF DOCUMENT
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	SIGNER(S) OTHER THAN NAMED ABOVE
<input type="checkbox"/> OTHER _____	_____
_____	

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

EXHIBIT "A"  
Project Area

100 Sycamore Road, Arvin, California.



Attachment: 3-Draft Dev Agmt Coppelson 100 Sycamore 012219 (Rev 010819) [Revision 1] (Public Hearing - Uncodified Ordinance -

**EXHIBIT "B"**  
**Legal Description of Parcel**

**For APN/Parcel ID(s): 192-231-08-00**

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

PARCELS 3, 4, 5, OF PARCEL MAP NO. 3843 IN THE CITY OF ARVIN, COUNTY OF KERN, STATE OF CALIFORNIA, AS PER MAP FILED FEBRUARY 9, 1977 IN BOOK 17 PAGE 138 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

SAID PROPERTY NOW KNOWN AS PARCEL A AS SHOWN ON LOT LINE ADJUSTMENT #91-2, WHICH CERTIFICATE OF COMPLIANCE WAS RECORDED MAY 9, 1991.

EXCEPT ALL MINERALS, OIL, GAS, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES WITHIN OR UNDERLYING SAID LAND, AS EXCEPTED AND RESERVED BY JOHN J. KOVACEVICH AND BEVERLY E. KOVACEVICH, HUSBAND AND WIFE, IN DEED RECORDED SEPTEMBER 21, 1976 IN BOOK 4979 PAGE 912, OF OFFICIAL RECORDS.

DRAFT

**EXHIBIT "C"**  
**Required Exactions and**  
**Required Development Fees**

A. Subject to annual adjustment as provided below, Developer shall pay the City one of the following maximum rates for cultivation activities within the Project Area:

- (i) For all space utilized as Cultivation Area where Mixed-Light Cultivation is used one dollars (\$1) per square foot on a quarterly basis;
- (ii) For all space utilized as Cultivation Area other than as specified in subparagraph (i) – one dollars and fifty cents (\$1.50) per square foot on a quarterly basis.

These quarterly payments shall be shall be adjusted annually on July 1 of each year, commencing July 1, 2020, based on the Consumer Price Index ("CPI") for all urban consumers in the Los Angeles-Long Beach-Anaheim areas as published by the United States Government Bureau of Labor Statistics, (based on the prior calendar year increase).

The square footage shall be determined by measuring the canopy of the cannabis being cultivated. Upon request of the City, Developer shall allow City staff to independently verify the measurement of the canopy of the cannabis being cultivated. Failure to permit City staff to verify Developer's measurement of the cannabis canopy shall be grounds for the City to terminate this Agreement.

"Cultivation Area" or "Square Foot under Cultivation" or "Square Footage under Cultivation" shall mean the actual amount of canopy (measured by the aggregate area of vegetative growth of live cannabismarijuana plants on the premises including the area occupied by vertically and horizontally stacked canopies) that is limited by the maximum amount a cannabis marijuana business is authorized to cultivate by either a City permit ~~or license~~, or by a state license ~~in the absence of a City permit or license, not deducting for unutilized square footage~~.

B. Developer shall pay the City, other than cultivation pursuant to subsection (A), the following rates:

- (i) For testing – up to two percent (2%) of Proceeds.
- (ii) For manufacturing, up to the following tiered rate, based on a quarterly term:
  - a. Six percent (6%) of Proceeds up to and including \$625,000.00;
  - b. Three point seven five percent (3.75%) of Proceeds over \$625,000.00 and up to and including \$2,500,000;
  - c. Two point eight percent (2.8%) of Proceeds over \$2,500,000.00.
- (iii) For distribution – up to two percent (2%) of Proceeds.
- (iv) For retail sales – up to three point seven five percent (3.75%) of Proceeds.
- (v) For all operations subject to this subsection (B) other than as specified in subparagraphs (i) - (iv) – up to four percent (4%) of Proceeds.

The rates pursuant to this section (B) are quarterly rates.

- C. Operations which engage in commercial cannabis activities specified in both subsection (A) and subsection (B) shall pay all applicable taxes for each such activity under both subsections.

In the event the City lowers the tax rates for cannabis under Measure M approved in November of 2018, Developer shall be entitled to pay said tax at the same lower rate.

DRAFT

### NOTICE OF PUBLIC HEARING

#### Development Agreement No. 2018-01 – 100 Sycamore Road

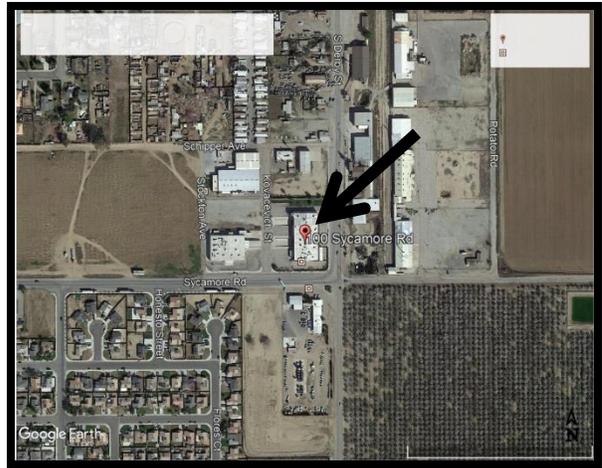
Notice is hereby given that the City Council of the City of Arvin, California, will conduct a public hearing, at which time you may be present and be heard to consider the following:

- An Uncodified Ordinance of the City Council of the City of Arvin, Development Agreement No. 2018-1 Between the City of Arvin and Aaron Coppelson, M.D., Inc., for the Development of Certain Commercial Cannabis Operations located at 100 Sycamore Road, Arvin, CA.
- The adoption of an Exemption pursuant California Environmental Quality Act Guidelines Sections 15061(b)(3) and 15301 (Existing Facilities).

**Arvin City Council Public Hearing Information**

**Date:** January 22, 2019  
**Time:** 5:00 PM or as the Agenda may permit  
**Place:** City of Arvin Council Chambers  
 200 Campus Drive, Arvin, CA 93203

**Description of the Project:** The purpose of the public hearing is to consider the adoption of an uncodified ordinance approving Development Agreement No. 2018-01 between Aaron Coppelson, M.D. Inc. and the City of Arvin for Commercial Cannabis activities. The Development Agreement will allow for commercial cannabis businesses to operate at the site, consisting of a Type 3 Cultivation, a Type 11 Distribution, and a Type 10 Non-Store Front Delivery, within the existing building located at 100 Sycamore Road. The proposed cultivation area is approximately 26,000 square feet; the distribution area is approximately 748 square feet, and the non-store front delivery area is approximately 264 square feet within the existing 27,012 square foot building.



Applicant:	Aaron Coppelson, M.D. Inc. Address: P.O. Box 261399, Encino, CA 91426
Project Address:	100 Sycamore Road, Arvin, CA 93203
Project Location:	100 Sycamore Road is located at the northwest corner of South Derby and Sycamore Road. (See general location, above.)
Address:	100 Sycamore Road, Arvin, CA 93203

Assessor Parcel No.	192-231-08, consists of 2.03 Acres.
Zoning:	M-2, Light Manufacturing Zone
General Plan Land Use Designation	Industrial

The City has performed a preliminary assessment of this project and, pursuant to the California Environmental Quality Act (CEQA) Guidelines section 15061(b)(3), proposes to determine with certainty that there is no possibility this project will have a significant effect on the environment. The project will use existing facilities and will be subject to the restrictions of the Arvin Municipal Code for cannabis operations, including odor, noise, etc. In the alternative, this project is also subject to a Class 1 (Existing Facilities) categorical exemption pursuant to CEQA Guidelines section 15301, as it consists of the operation, repair, permitting and licensing of an existing private structure and any appurtenant structures, involving negligible or no expansion of use beyond that existing at the time of the City’s determination. Further, none of the exceptions to categorical exemptions set forth in CEQA Guidelines, section 15300.2, apply to this project.

Additional information on the proposed project and proposed environmental finding may be obtained from the City from the City of Arvin, City Hall, 200 Campus Drive, Arvin, California, 93203, or the City’s web site at [www.arvin.org](http://www.arvin.org).

All persons interested in this topic who have questions, would like to provide feedback, or who have comments are invited to attend. If you challenge the approval or denial of these matters in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Clerk, at or prior to, the public hearing. Address any communications or comments regarding the project to Cecilia Vela, City Clerk, at 200 Campus Drive, Arvin, CA 93203, (661) 854-3134, [cvela@arvin.org](mailto:cvela@arvin.org).

Cecilia Vela, City Clerk  
 Published: January 11, 2019, Bakersfield Californian



## CITY OF ARVIN Staff Report

Meeting Date: January 22, 2019

**TO:** City Council

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

**SUBJECT:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN AMENDING THE GENERAL PLAN BY ADOPTING AN UPDATED SAFETY ELEMENT CONSISTENT WITH THE 2013-2023 HOUSING ELEMENT WORK PROGRAMS, INCLUDING A RECOMMENDATION TO ADOPT AN EXEMPTION PURSUANT CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES SECTION 15061(B)(3)

### **RECOMMENDATION**

Motion to approve a Resolution of the City Council of the City of Arvin Amending the General Plan by Adoption of an Updated Safety Element Consistent with the 2013-2023 Housing Element Work Programs and Adoption of an Exemption pursuant California Environmental Quality Act Guidelines Section 15061(b)(3).

### **BACKGROUND**

The City of Arvin adopted the 2013-2023 Housing Element on March 27, 2018. The adopted Housing Element established several work programs which require amendments to the Safety Element.

The proposed Safety Element update will implement the requirements of Government Code 65302. In this regard, the proposed Safety Element update will address flood hazards and risk of fire hazards. The updates are consistent with the 2012 Kern County Multi-Jurisdiction Hazard Mitigation Plan, which has been adopted by the City of Arvin.

As required, the City provided a copy of the proposed Safety Element Update to the Department of Conservation, California Geological Survey on November 7, 2017. No comments or response was provided. No amendments were required by the Department of Conservation.

### **CEQA REVIEW**

Staff have performed a preliminary environmental assessment of this project and, pursuant to CEQA Guidelines, Section 15061(b)(3), has determined with certainty that there is no possibility that the activities in question may have a significant effect on the environment because of the following reasons:

- The update of the Safety Element is consistent with the 2012 Kern County Multi-Jurisdictional Hazard Mitigation Plan, which has already been adopted by the City of Arvin and is currently in effect.
- The update of the Safety Element implements, and is consistent with, the updated Housing Element, including the 2013-2023 Housing Element work programs. As these have already been assessed, no further environmental assessment is required.
- These amendments implement the amendments as required by various Governmental Codes which implements the 2013-2023 Housing Element work programs bringing the City's General Plan in compliance with state mandated criteria and policy.

As such, this project is not subject to CEQA.

#### EXHIBITS AND ATTACHMENTS

Resolution of the City Council of the City of Arvin Amending the General Plan by Adopting an Updated Safety Element Consistent with the 2013-2023 Housing Element Work Programs, Including a Recommendation to Adopt an Exemption Pursuant California Environmental Quality Act Guidelines Section 15061(b)(3), including **Exhibit A** – (Proposed) Arvin Safety Element to the City of Arvin General Plan

**Attachment 1** – 2013-2023 Housing Element Update – Work Program.

**Attachment 2** – Government Code Section 65302 – Safety Element Requirements

**Attachment 3** – November 6, 2017 Letter to Department of Conservation

**Attachment 4** – Planning Commission Report dated December 11, 2018

**Attachment 5** – City Council Public Hearing Notice for the meeting of January 22, 2019

## RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN AMENDING THE GENERAL PLAN BY ADOPTING AN UPDATED SAFETY ELEMENT CONSISTENT WITH THE 2013-2023 HOUSING ELEMENT WORK PROGRAMS, INCLUDING A RECOMMENDATION TO ADOPT AN EXEMPTION PURSUANT CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES SECTION 15061(B)(3)**

**WHEREAS**, the City of Arvin adopted the 2013-2023 Housing Element on March 27, 2018 by Resolution Number 2018-23; and

**WHEREAS**, the 2013-2023 Housing Element adopted Work Programs which requires updates and amendments to the General Plan and Zoning Ordinance. The update of the 1988 Safety Element is necessary to address fire hazard risks and flood hazards; and

**WHEREAS**, the update of the 1988 Safety Element is consistent with the 2012 Kern County Multi-Jurisdictional Hazard Mitigation Plan adopted by the City of Arvin, and is in compliance with Government Code Section 65032; and

**WHEREAS**, the City provided a copy of the proposed Safety Element Update to the Department of Conservation, California Geological Survey on November 7, 2017, and no comments or amendments were required by the Department of Conservation; and

**WHEREAS**, the Planning Commission duly noticed the public hearing of December 11, 2018 on the proposed update to the Safety Element of the General Plan accordance with local requirements and state requirements.

**WHEREAS**, the Planning Commission conducted a public hearing on December 11, 2018 providing an opportunity for all interested persons to give testimony; and

**WHEREAS**, the Planning Commission recommend the City Council adopt the proposed Safety Element update to the General Plan, and further recommended the City Council adopt a finding under California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3).

**WHEREAS**, the City Council conducted a public hearing on January 11, 2019 providing opportunity for all interested persons to give testimony; and

**WHEREAS**, the City Council duly considered the Planning Commission's recommendations and desires to adopt the Updated Safety Element and a finding under California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3) that the project is exempt.

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

1. The City Council of the City of Arvin finds that the above recitals are true and correct.
2. The City Council adopts a finding pursuant to CEQA Guidelines, Section 15061(b)(3), as there is no possibility that the updated Safety Element to the General Plan may have a significant effect on the environment because of the following reasons:
  - The update of the Safety Element is consistent with the 2012 Kern County Multi-Jurisdictional Hazard Mitigation Plan, which has already been adopted by the City of Arvin and is currently in effect.
  - The update of the Safety Element implements, and is consistent with, the updated Housing Element, including the 2013-2023 Housing Element work programs. As these have already been assessed, no further environmental assessment is required.
  - These amendments implement the amendments as required by various Governmental Codes which implements the 2013-2023 Housing Element work programs bringing the City's General Plan in compliance with state mandated criteria and policy.

As such, this project is not subject to CEQA.

3. The City Council adopts the Update of the Safety Element, in its entirety, to the General Plan as shown on Exhibit A of this Resolution.
4. This Resolution shall take effect 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 22nd day of January, 2019 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.

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### **APPENDICIES (All Appendices are on file at the Community Development Department)**

Appendix 1 - Resolution No. 2014-07 Adopting the Updated Kern Multi-Jurisdiction Hazard Mitigation Plan
Appendix 2 - Excerpt for City of Arvin – Section 4.5 Vulnerability and Capability Assessment of Participating Jurisdictions of the Kern County Multi-Jurisdiction Hazard Mitigation Plan
Appendix 3 - 1988 Safety Element – City of Arvin
Appendix 4 - City of Arvin – Chapter 15.32 Floodplain Management

### **REFERENCES (All References are on file at the Community Development Department)**

City of Arvin General Plan – Land Use Element, Conservation and Open Space Element, Air Quality Element Community Health Element, and Implementation Plan – 2012
City of Arvin General Plan – Circulation Element adopted August 21, 2012
City of Arvin General Plan – Noise Element adopted 1988, Safety Element adopted 1988, and Economic Development Element adopted 1988
City of Arvin Zoning Ordinance
City of Arvin Standards and Specifications
City of Arvin Drainage Master Plan Update – August 2009
City of McFarland Safety Element 2014
Kern County Multi-Jurisdiction Hazard Management Plan 2012

## **PURPOSE**

The State General Plan Guidelines direct cities to incorporate a number of required elements into their general plans, including Safety. The purpose of the Safety Element is to reduce the potential risk of death, injuries, property damage, and economic and social dislocation resulting from natural and human-induced hazards. The Safety Element establishes preventative and responsive policies and programs to mitigate the potential impacts associated with hazards that may affect the City of Arvin. This Element along with the Kern County Multi-Jurisdiction Hazard Mitigation Plan (HMP) addresses geologic and seismic hazards, flood hazards, fire hazards, hazardous materials, and emergency preparedness and response planning.

The Safety Element also includes policies on natural hazard mitigation planning that implement and supports the Kern County Multi-Jurisdiction Hazard Mitigation Plan (HMP), adopted by the Arvin City Council on March 18, 2014. The Federal Emergency Management Agency (FEMA) requires local agencies to adopt a HMP in order to be eligible for pre-disaster mitigation funds. By law, a Hazard Mitigation Plan (HMP) must describe the type, location, and extent of all natural hazards that can affect the jurisdiction; describe the jurisdiction's vulnerability to these hazards; include a mitigation strategy that provides the jurisdiction's blueprint for reducing the potential losses; and, contain a plan maintenance process. The Kern County Multi-Jurisdiction (Arvin) Hazard Mitigation Plan (HMP) addresses several natural disasters that may affect the City: Flood, Geologic, Severe Weather, Drought, and Extreme Heat. The HMP identifies community policies, actions, and tools for implementation to reduce the public's exposure to these hazards, to minimize property damage and community disruption, and to reduce or avoid the costs of disaster relief.

The City of Arvin adopted Resolution No. 2014-07 on March 18, 2014 Adopting the Updated Kern Multi-Jurisdiction Hazard Mitigation Plan (HMP) serves as one major implementation programs of the Safety Element and contains programs that implement its policies. The City of Arvin participates in the Kern County Multi-Jurisdiction HMP and the HMP is updated on a five (5) year cycle. The HMP will continue to be incorporated by reference in the Safety Element. The Safety Element and HMP are complementary documents that work together to achieve the goal to reduce the impacts on a community from a disaster.

## **RELATIONSHIP TO OTHER GENERAL PLAN ELEMENTS**

The California Government Code requires internal consistency among the various elements of a general plan. The Safety Element is affected by policies contained in other elements of the Arvin General Plan including the Land Use, Housing, Circulation, Conservation and Open-Space, and Noise Elements, and may overlap with topical areas addressed in these elements.

The Land Use Element is linked to the Safety Element as the policies and programs are intended to protect current and planned land uses. Potential hazards identified in the Safety Element are addressed through programs established to avoid or mitigate public safety impacts associated with future development, such as land use compatibility.

The Housing Element identifies existing and projected housing needs, and establishes goals, policies, quantified objectives, and scheduled programs for the preservation, improvement, and development of housing to serve all members of the community. The Safety Element addresses hazards or nuisances that should be considered when determining the location of new housing development and improvements to existing housing.

The Circulation Element is closely related to safety and security as well-designed streets and efficient circulation are imperative during an emergency. The provision of viable evacuation routes within the City are linked to the planned circulation system described in the Circulation Element. Safety is integral in maintaining an efficient, effective, coordinated, multi-modal circulation system that serves the variety of transit, automobile, bicycle, and pedestrian users in a complete street network.

The Conservation and Open Space provides information on soils and erosion, and water quality within the Planning Area in the interest of health, safety, and welfare. Additionally, flood control measures are included in the Conservation and Open Space of the City's General Plan under the title of Public Health and Safety for the protection of the lives and property of its citizens during a disaster. Flooding has been identified as a major issue for areas of the City and is discussed in detail in the HMP.

The Noise Element also affects the Safety Element as it contains safety guidelines regarding acceptable noise levels which consider occupational noise exposure as well as noise exposure in the home. The guidelines recognize exterior noise levels to protect the public from hearing loss, activity interference, sleep disturbance, and annoyance. The Noise Element also documents and guides the location of noise sensitive land uses including all residential uses and schools so they may be less impacted by noise.

Section 65300.5 of the Government Code states that the general plan and the individual elements shall be integrated and internally consistent. The City will maintain this consistency as future General Plan amendments are processed by evaluating proposed amendments for consistency with all elements of the Arvin General Plan.

## **CONTEXT AND SETTING**

Section 4.5 Vulnerability and Capability Assessment of Participating Jurisdictions of the Kern County Multi-Jurisdiction Hazard Mitigation Plan, refer to Appendices – App -2 Excerpt for City of Arvin, assess each jurisdiction's vulnerability separate from that of the planning area as a whole. Section 4.3 Vulnerability Assessment provides an inventory of the population, property, and other assets located within each jurisdiction, and further analyzes those assets at risk to identified hazards as of 2014. For more information about how hazards affect the County as a whole, see Chapter 4 Risk Assessment in the main plan. This section also presents the capabilities of each jurisdiction to mitigate hazard impacts.

## **GEOLOGIC AND SEISMIC HAZARDS**

Geologic and soils hazards include subsidence, expansive soils, and steep slopes and landslides. Seismic hazards related to earthquakes include ground shaking and ground failures, such as liquefaction, lateral spreading, ground lurching, seiches, mudslides, landslides, and soil slumping. Geologic hazards pose a danger to residents of Arvin and can result in significant property and infrastructure damage.

## **GEOLOGIC HAZARDS**

### Existing Safety and Geologic Conditions

#### Geology:

The San Joaquin Valley, which includes the Arvin area, is the most extensive basin area in the State of California. This basin area was formed by intermittent westerly tilting of the underlying crystalline rocks, which elevated the Sierra-Nevada Mountains on the east border of the valley and depressed the western portion of the valley. Slopes in the valley feature a

southwest alignment and consist of underlying crystalline based complex and overlying sediments.

In the vicinity of the community of Arvin, the sediment layer is approximately 4,800 ft. thick and consists of older sedimentary rocks composed primarily of stratified sandstone, conglomerates and shale. In addition, there is overlying younger unconsolidated sediment approximately 1,900 ft. thick.

Portions of Kern County are identified as seismically active areas consisting of major unstable fault lines. Within the Arvin vicinity, 8 major fault line systems have been identified. The White Wolf Fault runs 3 miles south of the community of Arvin. The Edison Fault runs 8 miles north of the community. In addition, the San Andreas Fault, the Garlock Fault, the Sierra-Nevada Fault, the Big Pine Fault, the Kern Canyon Fault, and the Bear Mountain Fault are significant fault systems which run in the vicinity of Arvin.

Three major earthquakes have occurred in the county since such events have been historically recorded, the nearest seismic event to the local community occurred in 1952. This major quake, known as the Arvin-Tehachapi quake, measured 7.7 on the Richter scale and caused extensive damage throughout the County. The epicenter of the quake was located on the White Wolf Fault zone which impacted the City. Magnitude 5.0 and above earthquakes occur frequently, but damage has been limited from these events. However, damage to the Arvin community was relatively minimal. (App-3 1988 Safety Element)

#### Hydrology:

The Arvin area significantly contributes to Kern County as being one of the most productive agricultural counties in the nation. In order to sustain the intense farming activities in the area, the local community derives much of its domestic and agricultural water supply from groundwater resources.

#### Groundwater Supply:

Arvin receives its water services from the Arvin Community Services District. The district manages the water source for domestic, agriculture, recreational and industrial purposes from groundwater within the Tulare Lake groundwater basin, which encompasses a significant portion of the San Joaquin Valley. Groundwater within the basin moves in a south-southwest direction within the basin toward the low lying portion of the valley.

The Arvin Community Services District (ACSD), adopted its 2015 Urban Water Management Plan (UWMP), which was an update of the 2010 UWMP, and is required to update the UWMP each cycle where the year ends in 15 and 0. The plan includes a description of the service area of the District, the current and projected population of the District, a description of the climate and other demographic factors that affect water management, identification of the existing and planned water resources of the District including groundwater management plan prepared by the Arvin-Edison Water Storage District ("AEWSD") which is the underlying water purveyor in the area, description of the groundwater basin and groundwater levels, the participation of ACSD with AEWSD in the groundwater management program, the location, the amount of groundwater pumped in the last five years and sufficiency of the supply, a description of the groundwater supply and a projection of the groundwater demands for the next 20 years, a description of the reliability of the groundwater supply and its vulnerability to seasonal or climactic shortage, a statement addressing the consistency of the District's water supply, a

district's anticipated water supply projects, the District's water use projections, water use projections for lower income families, the District's water shortage contingency plan and a water supply reliability assessment.

The District's 2015 Urban Water Management Plan is available at the District's office located at 309 Campus Drive, Arvin, Ca 93203, contact phone number 661-854-2127.

#### Groundwater Quality:

Groundwater quality in the Arvin area is suitable for domestic use. According to the Arvin Community Services District, the water underlying the Arvin community is generally of good quality. As noted above, the 2015 UWMP addresses the water supply and quality for the Arvin area.

The Arvin Community Services District water supply is deemed to be of high quality. This determination relates to an excellent groundwater recharge basin for the Kern River watershed and activities of the Arvin Edison Water Storage District. Water from these sources is of high quality.

#### Surface Hydrology:

The City of Arvin is situated on a deep alluvial fan. The ground surface slopes from northeast to southwest at a 0.5% slope. The primary utilization of the land surrounding the community is almost exclusively agriculture, oil extraction, or open space. The soils in these areas are identified as being highly permeable. As the land is very low sloping and the soils have a tendency of being permeable, water run-off is considered slight.

The Arvin area does not possess any significant natural bodies of water. The Arvin-Edison Canal is located to the north and east of the City, running in a diagonal alignment. The East Side Canal, which runs in a northwest-southwest alignment, approaches within one mile of the southwest portion of the city. Both of these canals are primarily used for agriculture irrigation. Sycamore and Little Sycamore Creeks are natural drainage channels which flow from the Tehachapi Mountains approximately four miles east and southeast, respectively, of the Arvin community. These creeks carry relatively low volumes of water and are only identified on a seasonal basis. The flows from these creeks usually run no farther than the Arvin-Edison Canal.

According to the Federal Emergency Management Agency (FEMA), the entire incorporated land within the City of Arvin as well as the immediate surrounding vicinity, lies within the 100 year floodplain of Caliente Creek. This major drainage channel flows into the Southern San Joaquin Valley floor about 10 miles northeast of the Arvin community. Water flow is only seasonal; however, this channel has historically carried large volumes of water over short time periods. Subsequently, considerable damage has been caused to some of the agriculture in outlying and developed areas in the Southern San Joaquin Valley floor. During similar flood occurrences, the creek water has flowed in a north to south direction into a channel just east of Tower Line Road, which turned in a westerly direction approximately one mile south of the City of Arvin. During more intense flooding periods, the water flow has been less predictable and has been known to cover parts of the Arvin General Planning area.

In recent years, flooding has been a significant issue in the Arvin area. Storm water run-off generated within the City of Arvin is generally collected and transported by streets into the City's existing two drainage sumps. Sump One is located on the west central portion of the City along Comanche Drive near Bear Mountain Boulevard. Sump Two is located on the southwest

portion of the community within the Smotherman Park site.

The City of Arvin maintains a Master Drainage System, which can collect and hold storm water run-off originating within the majority of the city from any storm of a magnitude less than or equal to a 10-year storm. Storm events of greater magnitude can also be accommodated through the overflow provision provided with the existing and proposed sumps. The majority of run-off produced by storms is presently being collected and conveyed to the south end of the City by existing street improvements and pipelines to the sumps. Future run-off is expected to continue being collected in the same manner but will be supplemented by additional street and pipeline improvements.

## SEISMIC HAZARDS

Arvin, like most of California, is located within a seismically active region. Faults and earthquakes present direct hazards from fault rupture and ground shaking, as well as indirect hazards, as described further below. Kern County, in general, is recognized as a seismically active region with several major unstable fault lines identified in the county's geologic composition. The Kern County Multi-Jurisdiction Hazard Management Plan, Section 4.2.10 Earthquakes provides an extensive overview of the Hazard/Problem Description for the planning area.

### Fault Rupture

Kern County is located in one of the more seismically active areas of California and may, at any time, be subject to moderate-to-severe ground shaking. The reason for this is the presence of the major active faults in portions of the County. The infamous San Andrea's Fault runs just outside of and parallel to the western border of Kern County and eventually enters the south western portion of the county near Frazier Park, where it is intersected by the northeasterly trending Garlock Fault. Please refer to Section 4.2.10 Earthquakes – Kern County Multi-Jurisdiction Hazard Management Plan for a more detailed discussion of faults.

The White Wolf Fault and the Edison Fault are respectively located three miles south and eight miles north of the Arvin community. In addition, a number of other unstable fault lines, including the San Andreas, Garlock, Big Pine, Kern Canyon and Bear Mountain Faults are situated in the general vicinity of Arvin.

The White Wolf Fault Zone is south and east of Arvin. In 1952 a 7.7 earthquake was experienced. Refer to Figure 4.34 Earthquake Shake Map for Kern County. Additionally, seismic hazard mapping indicates that the City has low seismic hazard potential. While there are no known active faults residing within or near the City limits, the Planning Area is likely to experience hazards associated with earthquakes, such as ground shaking.

### Ground Shaking

Ground shaking from earthquakes affects the most people and can cause the most damage of any geologic hazard. The amount of ground shaking depends on the magnitude of the earthquake, the distance from the epicenter, and the type of earth materials in between. Arvin experienced significant ground shaking from a Magnitude 7.7 earthquake that occurred on the White Wolf Fault in 1952. Arvin is located within an area identified as having moderate ground shaking probability.

### Secondary Seismic Hazards

Ground shaking can induce secondary seismic hazards such as liquefaction, lateral spreading, subsidence, ground fissuring, and landslides. Liquefaction of saturated cohesionless soils can be caused by strong ground motion resulting from earthquakes.

### **Liquefaction**

Liquefaction can occur when loose sand and silt that is saturated with water behaves like a liquid when shaken by an earthquake, resulting in ground failure. The California Geological Survey identifies liquefaction zones where the stability of foundation soils must be investigated and countermeasures undertaken in the design and construction of buildings for human occupancy.

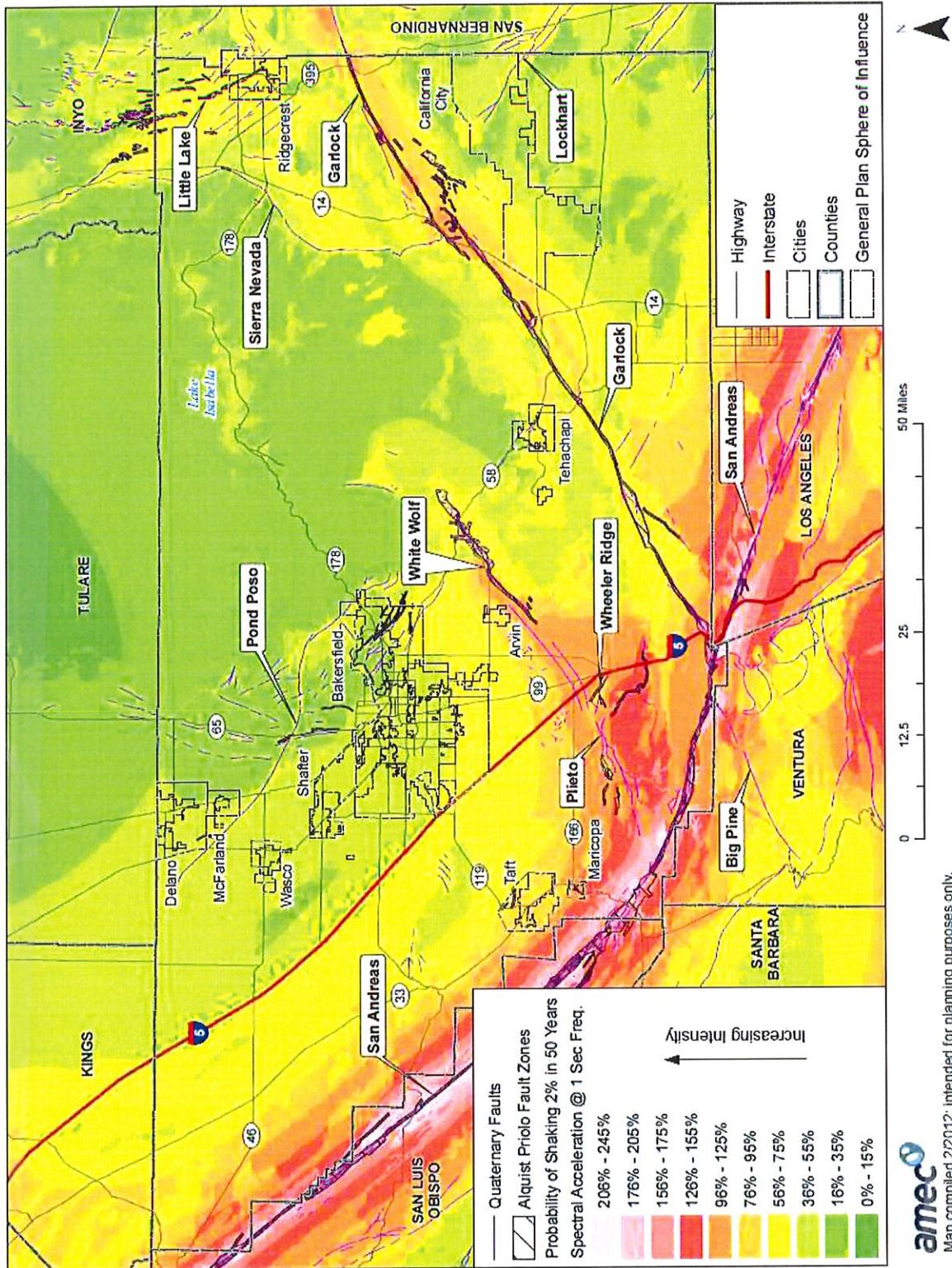
### **Earthquake-Induced Landslide and Slope Failure**

In addition to liquefaction, the California Geological Survey identifies landslide zones, which generally indicate steep hillslopes composed of weak materials that may fail when shaken by an earthquake. These areas are required to be investigated and countermeasures undertaken in the design and construction of buildings for human occupancy. Arvin is not located within an area identified as having the potential for earthquake-induced landslides. Similarly, due to the relatively flat topography of Arvin and the surrounding area, lateral spreading, mudslides, ground lurching, and soil slumping are unlikely to occur.

### **Seismic Seiches**

Seismic seiches are standing waves in an enclosed or partly enclosed body of water, such as rivers, reservoirs, ponds, and lakes. There are no large bodies of water located within the Planning Area. The potential for water from the lake to reach the Planning Area in the event of a seiche is limited.

Figure 4.34. Earthquake Shake Map for Kern County



Map compiled 2/2012; intended for planning purposes only.  
 Data Source: Kern County, California Geological Survey



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## FLOOD HAZARDS

Section 4.5 Vulnerability and Capability Assessment of Participating Jurisdictions of the Kern County Multi-Jurisdiction Hazard Mitigation Plan, refer to Appendices – App -2 Excerpt for City of Arvin, assess each jurisdiction's vulnerability separate from that of the planning area as a whole. Section 4.3 Vulnerability Assessment provides an inventory of the population, property, and other assets located within each jurisdiction, and further analyzes those assets at risk to identified hazards as of 2014. For more information about how hazards affect the County as a whole, see Chapter 4 Risk Assessment in the main plan. This section also presents the capabilities of each jurisdiction to mitigate hazard impacts.

### Local Flooding

The location, topography, and land uses in and around the City pose unique drainage situations for the way local runoff is contained. As the City has been developed on predominantly agricultural lands, sump basins are the primary facilities used to retain the local storm water flows. The City has prepared a Storm Drain Master Plan to identify and address local flooding issues within the City. Identified improvements to the existing drainage systems consist primarily of upsizing existing storm drain facilities and extending existing storm drain systems farther upstream to the areas of flooding.

Arvin is within either the 1% or .02% annual chance of a flood event. Much of the flooding in Arvin is characterized by shallow sheet flow of 2 feet depth or less. Arvin adopted Chapter 15.32 Flood Management which promote the public health and safety, and general welfare of its citizenry requiring all new development to comply with the development standards as established and may be modified from time to time.

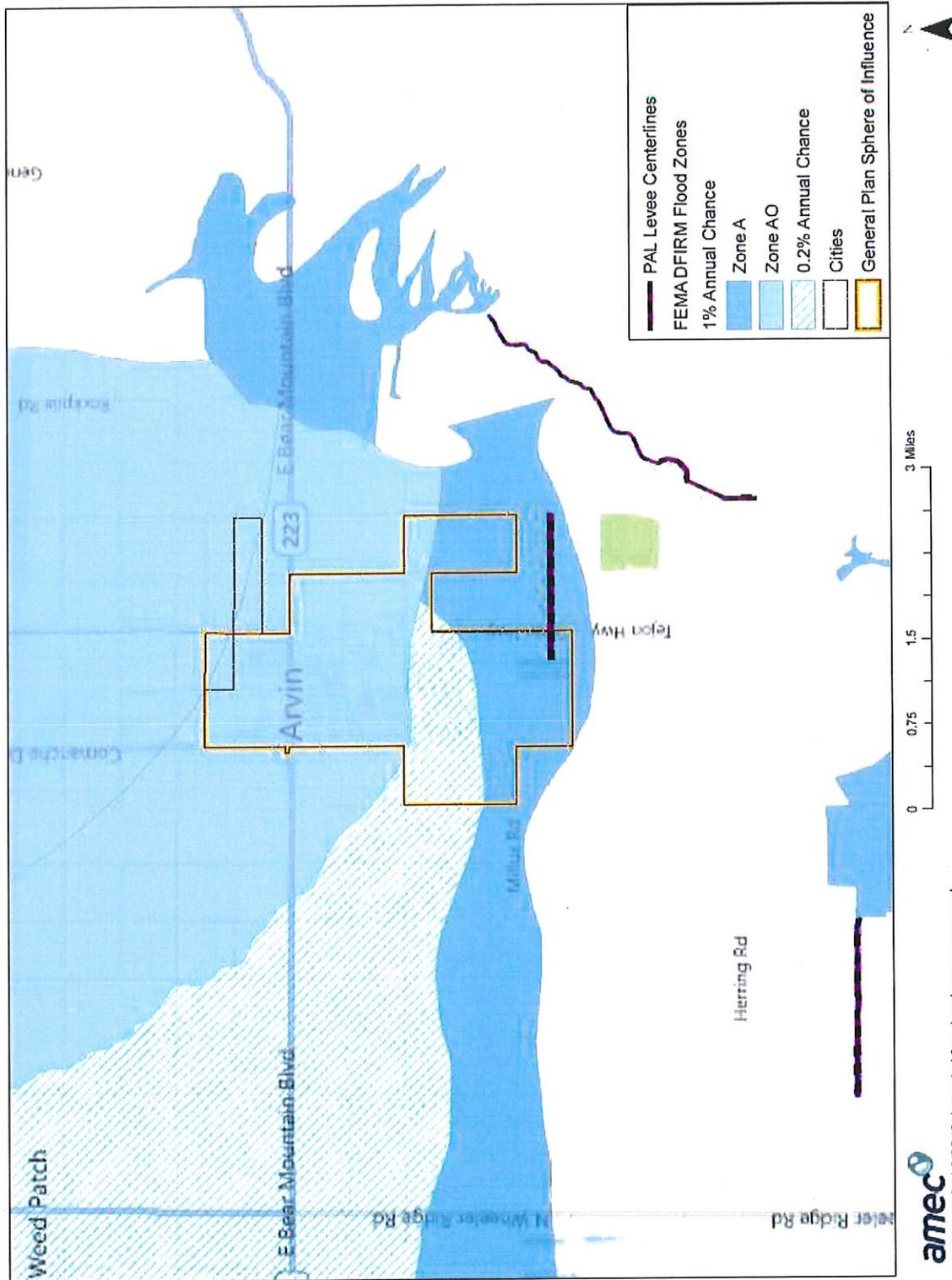
### Dam Inundation

Dams are man-made structures built for a variety of uses including flood control, power, agriculture, water supply, and recreation. When dams are constructed for flood control, they usually are engineered to contain a flood with a computed risk of occurrence. Dam failures can result from any one or a combination of causes, including prolonged periods of rainfall and flooding; earthquake; inadequate spillway capacity resulting in overtopping; or internal erosion caused by embankment or foundation leakage or piping. Dams can fail at any time of year, but the results are most catastrophic when the dams fill or overtop during winter or spring rain/snowmelt events. The onset time of dam failure depends on the type of failure. If the dam is inspected regularly then small leaks allow for adequate warning time. Once a dam is breached, however, failure and resulting flooding occurs rapidly. Although there are several dams that have the ability to affect Kern County in the event of failure, the potential for significant flooding associated with dam inundation to occur within Arvin has not been identified. Dam inundation maps for Lake Isabella, the largest reservoir in the County, indicate that flooding from dam failure would not extend into Arvin.

## Levee Failure

Levees are designed to protect against a certain level of flooding. However, levees can and do decay over time and can also be overtopped, or even fail during large floods. According to the *2012 Kern Multi Jurisdiction Hazard Mitigation Plan* (Kern MJHMP) Figure 4.32, Kern County Levee Location Map, there are no levees located within Arvin or the surrounding area. The Kern MJHMP identifies the likelihood of a levee failure as low with limited affects to Kern County in the event of a levee failure, with the exception of Bakersfield. However, the Friant-Kern Canal, which is located west of the City's western boundary, serves as a levee structure. The Friant-Kern Canal is under the jurisdiction of the U.S. Department of the Interior Bureau of Reclamation. Although unlikely, the canal levee could fail if overtopped. In the event the canal is breached, runoff would spread out and flow into the City of Arvin from the east. No flows have overtopped the canal levee since its opening in 1953, but water has ponded near the top of the levee.

Figure 4.81. City of Arvin Flood Hazard



amec  
Map compiled 2/2012; intended for planning purposes only.  
Data Source: Kern County, PAL Levee - Cal DWR,  
FEMA DFIRM 9/26/2008, Bing Maps - Road

## HAZARDOUS MATERIALS

The California Code of Regulations defines a hazardous material as a substance that, because of physical or chemical properties, quantity, concentration, or other characteristics, may either (1) cause an increase in mortality or an increase in serious, irreversible, or incapacitating, illness or (2) pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported or disposed of, or otherwise managed. Hazardous wastes are hazardous materials that no longer have practical use, such as substances that have been discarded, discharged, spilled, contaminated, or are being stored prior to proper disposal. A hazardous materials incident involves the uncontrolled release of a hazardous substance during storage, use, or transport.

In addition, the California Legislature has passed a law, 65962.5(a) of the Government Code, which requires persons applying for development projects to review a listing of all hazardous waste sites. If the site of your proposed development project is included on the list of hazardous waste sites (Kern County Cal/EPA below), then it shall be noted. Please review the website "<http://envirostor.dtsc.ca.gov>" type in Arvin, CA for most recent listing.

The State's Accidental Release Prevention Law provides for consistency with Federal laws (i.e., the Emergency Preparedness and Community Right-to-Know Act and the Clean Air Act) regarding accidental chemical releases and allows local oversight of both the State and Federal programs. State and Federal laws are similar in their requirements; however, the California threshold planning quantities for regulated substances are lower (stricter) than the Federal quantities. Local agencies may set lower reporting thresholds or add additional chemicals to the program. The Accidental Release Prevention Law is implemented by the Certified Unified Program Agencies (CUPAs) and requires that any business utilizing a greater quantity of a regulated substance than the specified threshold quantity, register with the responsible CUPA as a manager of regulated substances and prepare a Risk Management Plan.

A Risk Management Plan must contain an off-site consequence analysis, a five-year accident history, an accident prevention program, an emergency response program, and a certification of the truth and accuracy of the submitted information. Businesses submit their plans to the CUPA, which makes the plans available to emergency response personnel. The Business Plan must identify the type of business, location, emergency contacts, emergency procedures, mitigation plans, and chemical inventory at each location. Under CUPA, site inspections of these hazardous materials programs (above ground storage tanks, underground storage tanks, hazardous waste treatment, hazardous waste generators, hazardous materials management and response plans, and the California Fire Code) are consolidated and accomplished by a single inspection. In addition, this program provides emergency response to chemical events to furnish substance identification; health and environmental risk assessment; air, soil, water, and waste sample collection; incident mitigation and cleanup feasibility options; and on-scene coordination for state superfund incidents. The program also provides for the oversight, investigation, and remediation of unauthorized releases from underground tanks.

The CUPA for the City of Arvin is Kern County's Environmental Health Services Department. The Environmental Health Services Department (EHSD) was established in 1989 by the Board of Supervisors. The EHSD's Hazardous and Solid Waste Division is designed to protect the public health and the environment in the areas of hazardous material and waste surveillance and enforcement, radiological health, vector control, solid waste and infectious waste. Legal authority for these programs is provided by a variety of state and local statutes including the California Health and Safety Code and the California Code of Regulations, which designates the EHSD as the Local Enforcement Agency for the California Integrated Waste Management Board.

Kern County Environmental Health Division, Hazardous Materials Emergency Response program serves to protect the residents of Kern County by responding to hazardous materials emergencies. The first responders perform health and environmental safety assessment, substance identification and monitoring as part of an interagency Emergency Response team as well as provide and oversee investigation and cleanup of incidents activities.<sup>1</sup>

## Transportation of Hazardous Materials

Hazardous substance incidents could occur in Arvin due to the presence of highways and railways. The transport of hazardous materials may occur along the San Joaquin Valley Railroad spur and/or Hwy 223 (Bear Mountain Blvd.) which traverse the City. In the event of train derailment, hazardous materials transported on the rail line could be released impacting adjacent development and properties. Given the City's reliance on groundwater, the potential release of hazardous materials could migrate into the groundwater aquifer, potentially contaminating the City's drinking water supply.

Transportation of hazardous materials/wastes is regulated by California Code of Regulations (CCR) Title 26. The United States Department of Transportation (DOT) is the primary regulatory authority for the interstate transport of hazardous materials. The DOT establishes regulations for safe handling procedures (i.e., packaging, marking, labeling, and routing). The CHP and Caltrans enforce Federal and State regulations and respond to hazardous materials transportation emergencies. Emergency responses are coordinated as necessary between Federal, State, and local governmental authorities and private persons through a State Mandated Emergency Management Plan.

## Hazardous Materials Sites

Hazardous materials can be found in certain businesses in Arvin including production or service processes, which generate hazardous waste. These businesses include automotive services, dry cleaners, photo processing, printing lithography, and medical services. The Kern County EHSD is responsible for the remediation of the Underground Storage Tanks through alternatives including soil washing, vapor extraction, bioremediation, and pump and treat of the contaminated groundwater. Remediation alternatives would provide benefits of no contamination of groundwater and soil. Facilities handling moderately and extremely hazardous materials have a greater chance of significant onsite and offsite consequences if the hazardous materials are released. The last inspection date and category are used to determine inspection priority and frequency, respectively.

## Hazardous Waste

Hazardous waste is waste with properties that make it dangerous or potentially harmful to human health or the environment. Residential Hazardous Wastes are products purchased for use in or around the home, that when improperly discarded, may threaten human health or the environment including household cleaners; deodorizers; personal hygiene products; pesticides; herbicides; insecticides; pet care products; paint products; photographic chemicals; swimming pool chemicals; and automotive products & fluids.<sup>2</sup> Business Hazardous Waste is generated during the course of operating a business including schools, government agencies, churches, farms, landlords, property managers, ranches, non-profit organizations as well as conventional businesses. Kern County area landfills do not accept hazardous waste. However, households may bring residential hazardous wastes to one of three County Special Waste facilities or

hazardous waste collection events in the county, while businesses that generate hazardous waste are required by state and federal law to contract with registered hazardous waste transporters and disposers. The Kern County Special Waste Facilities serve the hazardous waste disposal needs of Kern County businesses including within the City of Arvin. The Conditionally Exempt Small Quantity Generator (CESQG) Program allows eligible businesses to bring hazardous waste to one of three Special Waste Facilities serving Kern County. State and Federal Laws limit the use of this type of program to businesses that qualify as a CESQG. Businesses generating larger amounts are required to use a licensed hazardous waste hauler to manifest and transport their waste. Historical accumulations of waste may require the services of a licensed hazardous waste hauler.

## **OIL WELLS – SITE DEVELOPMNET ADJACENT TO AND OVER ABANDONED OIL AND GAS WELLS**

### **Oil Well Hazards**

The City of Arvin has a number of active and abandoned Oil and Gas Wells within its jurisdiction and within its Sphere of Influence. Issues related to the oil well productions include occasional spills of crude oil and groundwater contamination. More long-term issues involve the decommissioning of the oil wells, abandonment of the wells and development of the area after it is no longer used as an oil well. Wells must be vented to the atmosphere and plugged for several hundred feet with cement or clay-based mud according to the specification in the

Hazards exist for both active and abandoned oil wells. Potential hazards from active oil wells include potential soil and groundwater contamination, as well as release of methane gas. The abandonment of oil wells falls with the jurisdiction of the California Department of Conservation, Oil, Gas, and Geothermal Resources (DOGGR). Oil wells are subject to regulation and oversight by DOGGR. Additionally, DOGGR provides regulations regarding the placement of structures on abandoned oil well sites. Abandoned wells must be vented to the atmosphere and plugged. A well is plugged by placing cement in the well-bore or casing at certain intervals as specified in California laws or regulations (Abandonment/Reabandonment Guidelines) published by and regulated by the California Department of Oil, Gas, and Geothermal Resources (Division).

### **Construction Site Well Review Program:**

Prior to the development of lands where abandoned or activity wells exist, the City will contact the Department of Conservation's Division of Oil, Gas, and Geothermal Resources (Division) for assistance in the development review process. The Department of Conservation's Division of Oil, Gas, and Geothermal Resources (Division) is charged with implementing Section 3208.1 of the *Public Resources Code (PRC)*. As a result, the Division developed the Construction Site Well Review Program to assist local permitting agencies in identifying and reviewing the status of oil or gas wells located near or beneath proposed structures.

Before issuing building or grading permits, local permitting agencies review and implement the Division's preconstruction well requirements. Interaction between local permitting agencies and the Division helps resolve land-use issues and allows for responsible development in oil and gas fields.

California Public Resources Code Section 3208.1 intent is to prevent, as far as possible, damage to life, health, and property. The operator responsible for plugging and abandoning deserted wells under Section 3237 shall be responsible for the reabandonment as provided in Section 3208.1(a).

## **FIRE HAZARDS**

### **Wildland Fires**

A wildland fire is a large destructive fire that spreads quickly over woodland or brush. The California Department of Forestry and Fire Protection (CAL FIRE) conducts fire hazard severity mapping including mapping areas of significant fire hazards based on fuels, terrain, weather, and other relevant factors. These zones, referred to as Fire Hazard Severity Zones (FHSZ), define the application of various mitigation strategies to reduce risk associated with wildland fires. According to the Kern County Fire Hazard Severity Zone (FHSZ) map, there are no Fire Hazard Severity Zones (FHSZ) located within the Arvin Planning Area.

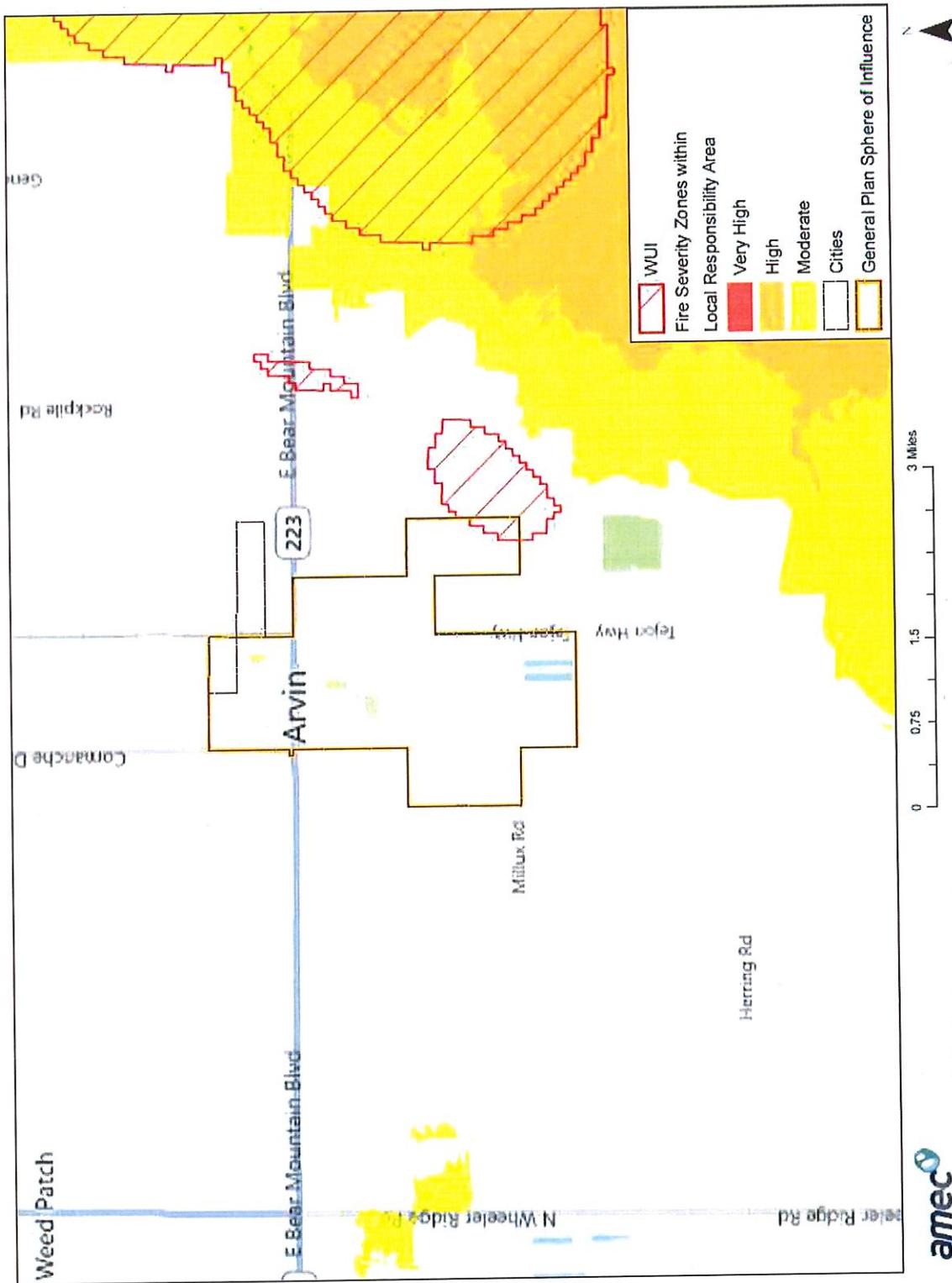
### **Structure Fires**

There is the potential for Arvin to experience structure fires, including homes, industrial and commercial buildings, and other facilities. Many fires are related to human behavior or buildings that do not meet current fire regulations. Fires vary in terms of their potential threat to life and property. Areas with older buildings and deteriorated structures tend to have higher fire hazards. Generally, the risk of injury and damage is greater for higher occupancy structures, such as apartment buildings, hotels, hospitals, and churches. Land use considerations affect fire potential, as industrial and commercial areas tend to have higher risks of fire associated with operations. Consideration for fire protection in the City also involves adequate access for fire and emergency response as new areas develop within the Planning Area.

## **AIRPORT OPERATIONS**

The nearest public use airport is the Bakersfield Municipal Airport which is located approximately 18 miles to the northwest, and the nearest private airport is the agricultural (crop dusting) landing strip located approximately on quarter mile to the southwest of the city limits.

Figure 4.82. City of Arvin Wildfire Risk



amec  
 Map compiled 2/2012; intended for planning purposes only.  
 Data Source: Kern County, FRAP, CALFIRE LRA 11/2008,  
 Bing Maps - Road

## EMERGENCY SERVICES, PREPAREDNESS, AND RESPONSE

### Fire Protection Services

The City of Arvin provides fire prevention, fire protection, emergency medical services, and related services through a contract with the Kern County Fire Department (KCFD). Other Fire Department functions include hazardous materials mitigation, public education and training, arson investigation, air operations, and apparatus maintenance. The Department provides service to Arvin and the surrounding area from Station 54 located at 301 Campus Drive in Arvin (Figure II-3). KCFD employs more than 625 permanent staff, and serves an area spanning more than 8,000 square miles and a population of more than 500,000. Station 54 maintains a staff of three full-time firefighters equipped with two Type 1 engines and one Type 4 FWD Watershed Patrol. In the event that additional personnel are needed to address an emergency, Station 51 is located in Lamont approximately 6.2 miles to the northwest.

### Fire Prevention

The fire prevention inspection program consists of Title 19 mandatory inspections, miscellaneous or permit inspections and the Company Fire inspections which are completed by fire station personnel.<sup>3</sup> Arvin utilizes its Municipal Code to promote public safety and welfare and to prescribe regulations governing conditions hazardous to life and property from fire or explosions by the adoption of minimum fire prevention standards.

### Police Protection Services

The Arvin Police Department is a full-service department with a variety of specialties and community services. The Police Department strives to work as partners with the community to serve and protect. They provide law enforcement services that focus on building the quality of life of citizens and visitors in the City through proactive problem solving, fair and equitable police services, and utilizing resources effectively. The Police Department ensures public safety in the community by responding to all crime-related matters, hazardous situation incidents, neighborhood disputes, and suspicious activities.

The City's public safety services include Administration, Animal Control, Dispatch, Patrol, School Resources Officer. The Traffic Division is dedicated to keeping citizens safe in the City whether they are driving, biking, or walking by incorporating traffic education through enforcement, seminars at local schools to educate students on the rules of the roadway and to conduct traffic collision investigations. The Police Department School several community programs including the Police Explorer Program that allows community members to experience first-hand how the department functions and what it takes to get started in a law enforcement career and the Citizen Volunteer Program in which volunteers donate their time assisting patrol officers or attending special events.

## Emergency Medical Services

The Emergency Medical Services Department (EMS) is the lead agency for the emergency medical services system in Kern County. In Kern County, the Board of Supervisors designated the EMS Department as the Local EMS Agency. The Kern County Ambulance Ordinance, which governs the majority of the pre-hospital systems in the County, was adopted by the Board of Supervisors in November 1990, and became effective on February 28, 1991. As a result of this ordinance and the subsequent regulations, the EMS System in Kern County became more structured and included, for the first time, measurable standards for the response of paramedic level of care to the citizens of Kern County during an emergency. EMS is responsible for coordinating all system participants in the County. Participants include the public, fire departments, ambulance companies, other emergency service providers, hospitals, and EMT training programs. EMS also provides certification and re-certification for EMT's, paramedics, specialized nurses, and specialized dispatchers.

EMS includes a system of services organized to provide rapid response to serious medical emergencies, including immediate medical care and patient transport to definitive care in an appropriate hospital setting. While most EMS responses are day-to-day emergencies, EMS agencies also plan and prepare for disaster medical response. In addition, EMS is becoming more and more involved with preventative health care and managed care in the overall scope of its functions. EMS includes:<sup>4</sup>

- Public safety dispatch;
- Fire services first response and treatment;
- Private ground and air ambulance response, treatment and transport;
- Law enforcement agencies;
- Hospitals and specialty care centers;
- Training institutions and programs for EMS personnel;
- Managed care organizations;
- Preventative health care; and
- Citizen and medical advisory groups.

## Emergency Communications Center

The Emergency Communications Center (ECC) is responsible for receiving and dispatching all fire, medical and rescue calls. The ECC receives transfers calls from 21 different law enforcement agencies and gives calls to seven different private ambulance companies with an annual call volume at approximately 86,000 calls. All calls requiring medical aid or ambulance dispatch are put through the National Academy of Emergency Medical Dispatch (EMD) protocols, insuring that all medically related calls will be processed the same way and the appropriate response is sent on every call. It also requires dispatchers to remain on the line for life threatening emergencies and give appropriate pre-arrival instructions to the caller such as CPR, the Heimlich maneuver, and childbirth. During fire season, wildland fire dispatching is a large part of ECC operations, utilizing Resource Ordering and Status System (ROSS) to ensure that responders receive the needed resources to fight wildland fires, from engines, bull dozers, hand crews, and aircraft.

## Emergency Operations Center

The Emergency Operations Center (EOC) is a centralized location to support multi-agency and/or multi-jurisdiction disaster response coordination and communication. Unique to the State of California is the definition of an Operational Area, which includes all political subdivisions within the County boundary. On behalf of the Kern Operational Area, the Kern County EOC will serve as the designated point of contact between the jurisdictions within the County, as well as between the State and the Operational Area. During an emergency, staff in the EOC will facilitate effective emergency management. The EOC supports multi-agency and multi-jurisdiction coordination and communication.

## Emergency Operations Plan

The Kern County Emergency Operations Plan establishes an emergency management organization and assigns functions and tasks consistent with California's Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS). The County of Kern is the lead agency for the Kern Operational Area and is tasked to coordinate emergency activities between the county, cities, and special districts and to serve as a communications link focusing on the collection, processing, and dissemination of vital disaster information. The Plan provides for the integration and coordination of planning efforts of the County/Operational Area with those of its cities, special districts and the state. The content is based on guidance provided by the California Emergency Management Agency, FEMA, and Department of Homeland Security. The intent of the Plan is to facilitate emergency response and short-term recovery by providing a framework for response to all significant emergencies, regardless of the nature of the event. The Plan is comprised of four major parts as follows:<sup>5</sup>

- **Basic Plan** – Overview of County/Operational Area's emergency management program, Emergency Management Organization, and concept of emergency operations.
- **General Procedures** – Emergency procedures to be implemented by employees at the time of a major emergency or disaster.
- **Emergency Operations Center (EOC) Procedures and Annexes** – EOC procedures, annex and checklists for each major EOC function, and resource and contact lists.
- **Contingency Plans** – Event-specific information and emergency instructions (e.g., Terrorism). The Contingency Plans are separate documents that may be implemented independent of the Plan and are incorporated into the Plan by reference.

Further, Kern County's Health and Medical Branch, comprised of EMS, Department of Public Health (DPH), Environmental Health Services (EHS) and Mental Health Services (MHS), oversees and coordinates disaster medical and mental health care and public and environmental health services on a countywide basis in the field, Department Operations Centers (DOC), and County/Operational Area (OA) Emergency Operations Center (EOC).

## Terrorism Response and Recovery Plan

The Terrorism Response and Recovery Plan describes the emergency procedures that will be used in the event of a terrorist threat or incident that occurs or impacts the Kern County Operational Area (OA), which includes Arvin. This Plan is designed to establish responsibilities, and to coordinate preparedness, response, and recovery from a terrorist initiated incident, with emphasis placed upon incidents involving Weapons of Mass Destruction (WMD). The contingency plan supplements the existing Kern County Emergency Operations Plan. It is intended to provide general guidance. Actual response will be dependent upon conditions existing at the time of the emergency, including the availability of local and mutual aid resources.

## Evacuation Routes

Currently, the City of Arvin has no defined emergency routes. SR 233 (Bear Mountain Boulevard) would serve as the primary emergency route since it bisects the City and provides an east west regional access to SR-99 and I-5 within Kern County and Sr-58 (Bakersfield-Tehachapi Hwy) to the east.

## Emergency Incident Information and Notification

Kern County has implemented ReadyKern, an emergency notification system that alerts residents and businesses about natural disasters and other crises. The emergency notification system enables Kern County to provide essential information quickly in a variety of situations, such as earthquakes, severe weather, fires, floods, or evacuation of buildings or neighbourhoods. Residents and businesses with listed telephone numbers and those that register for notifications receive a message about a potential safety hazard or concern. Messages are sent to all standard voice and text communication devices, including land line phones, cell phones, and e-mail. If receipt of the message is not confirmed, the system will try to reach the second contact number or email. The system will continue trying to contact someone until it receives a confirmation.

When the EOC is activated during an emergency, the Joint Information Center (JIC) is established to coordinate, develop, and disseminate emergency-related public information. The JIC is the central point of contact for all news media. Public information officials from all participating agencies/jurisdictions are collocated at the JIC. The news media receives regular briefings about the emergency in the Media Room adjacent to the JIC.

**GOALS AND POLICIES**

This section contains goals and policies that provide for the safety and protection of life and property from the occurrence of a natural or manmade hazard. Citywide safety goals and policies apply generally to any potential hazardous event, which may be addressed further in topic-specific goals and policies.

## Citywide Safety

- Goal SAF-1:** A community protected from and prepared for natural and man-made hazards.
- Policy SAF-1.1: Support projects, programs, policies, and regulations to mitigate potential impacts associated with natural and man-made hazards.
- Policy SAF-1.2: Regularly participate in the maintain and update of the Kern County Multi-Jurisdiction Hazard Maintenance Plan relevant to the Arvin Local Hazard Mitigation Plan.
- Policy SAF-1.3: Support programs, policies, and regulations that discourage or limit development within areas that are vulnerable to natural disasters, particularly in areas with recurring damage.
- Policy SAF-1.4: Support programs that promote greater public awareness of disaster risks, personal and business risk reduction, and personal and neighborhood emergency response.
- Policy SAF-1.5: Investigate and pursue available funding sources to fund safety programs, provide services, upgrade/construct facilities, and purchase equipment.

## Geologic and Seismic Hazards

- Goal SAF-2:** A community protected from loss of life or injury and damage to property due to geologic and seismic hazards.
- Policy SAF-2.1: Continue to incorporate geotechnical hazard data in future land use decision-making, site design, and construction standards.
- Policy SAF-2.2: Adopt the latest version of the building codes adopted by the State of California and ensure implementation in all new construction and renovations.
- Policy SAF-2.3: Require site-specific soils and/or geologic reports for development in areas where potentially serious geologic risks exist.
- Policy SAF-2.4: Monitor and enforce mitigation measures to reduce risks for projects where seismic and geologic hazards can be mitigated and prohibit development in areas where seismic and geologic hazards cannot be mitigated.
- Policy SAF-2.5: Promote the upgrade, retrofitting, and/or relocation of all existing critical facilities (e.g., police and fire stations, hospitals, schools, community centers, water facilities, public works yard, emergency access routes) and other important public facilities that do not meet current building code standards and are within areas of seismic or geologic hazard risks.
- Policy SAF-2.6: Continue to seek out opportunities to educate and encourage the community on ways to implement measures to mitigate potential injury and damage associated with earthquakes.

## Flood Hazards

- Goal SAF-3:** A community protected from loss of life or injury and damage to property due to flood hazards.
- Policy SAF-3.1:** Continue to work with the appropriate local, State, and Federal agencies to maintain the most current flood hazard and floodplain information and use it as a basis for project review and to guide development.
- Policy SAF-3.2:** Actively promote and participate in a regional drainage analysis and implementation of regional and local flood control measures to reduce regional flooding conditions within the City.
- Policy SAF-3.3:** Continue to participate in the National Flood Insurance Program (NFIP) and ensure that City regulations are in full compliance with the standards adopted by the Federal Emergency Management Agency (FEMA).
- Policy SAF-3.4:** Implement recommendations contained in the Arvin Storm Drain Master Plan that are within the City's jurisdiction.
- Policy SAF-3.5:** Minimize whenever possible flood risks associated with existing development.
- Policy SAF-3.6:** Require evaluation of potential flood hazards prior to approval of grading permits and require floor elevation certification as required by Chapter 15.32 Flood Management.
- Policy SAF-3.7:** Identify construction or other methods to minimize damage if new development is located in flood hazard zones.
- Policy SAF-3.8:** Prohibit or require mitigation of new development within the 100-year flood zone unless it can be shown that the development will not:
- Create danger to life and property due to increased flood heights or velocities caused by excavation, fill, roads and intended use.
  - Create difficult emergency vehicle access in times of flood.
  - Create a safety hazard due to the unexpected heights velocity, duration, rate of rise and sediment transport of the flood waters at the site.
  - Create excessive costs in providing governmental services during and after flood conditions, including maintenance and repair of public facilities.
  - Interfere with the existing waterflow capacity of the floodway.
  - Substantially increase erosion and/or sedimentation.
  - Change the water storage/volume capacity of the flood basin.
- Policy SAF-3.9:** Require that essential public facilities be located and designed to mitigate potential flood risk to ensure long term operation.
- Policy SAF-3.10:** Promote low impact development techniques and design features such as pervious paving, on-site groundwater recharge, rainwater harvesting, minimization of building footprints, and bioretention to improve defensive measures against storm events and stormwater pollution.

Policy SAF-3.11: Educate property owners and residents located in flood hazard areas about opportunities to mitigate flood hazards and damage, implementation of flood preparation activities, and evacuation and recovery efforts associated with a flooding event.

Policy SAF-3.12: Continue to encourage and support efforts of Kern County and the Bureau of Reclamation in the proper maintenance and repairs of the Friant-Kern Canal are accomplished.

## Hazardous Materials

**Goal SAF-4: A community protected from the harmful effects of hazardous materials, hazardous waste, and environmental contamination.**

Policy SAF-4.1: Ensure that land uses involved in the production, storage, transportation, handling, or disposal of hazardous materials are located and operated to reduce risk to other land uses.

Policy SAF-4.2: When approving new development, ensure that the site:

- Is sufficiently surveyed for contamination and remediation, particularly for sensitive uses near existing or former toxic or industrial sites.
- Is adequately remediated to meet all applicable laws and regulations, if necessary.
- Is suitable for human habitation.
- Is protected from known hazardous and toxic materials.
- Does not pose higher than average health risks from exposure to hazardous materials.

Policy SAF-4.3: Assist the Kern County Health Department in the monitoring operations of businesses and individuals that handle hazardous materials through the planning and business permit processes.

Policy SAF-4.4: Work with the appropriate Federal, State, regional, and local agencies to identify previously unidentified contaminated sites in the City, particularly on sites with a high likelihood of past contamination, such as old gas stations or industrial sites, and work with the property owners and applicable agencies to remediate them.

Policy SAF-4.5: Ensure the safe transport of hazardous materials through the City by:

- Restricting transport of hazardous materials within Arvin to designated routes.
- Prohibiting the parking of vehicles transporting hazardous materials on City streets.
- Requiring new pipelines or other channels carrying hazardous materials avoid residential areas to the greatest extent possible.

Policy SAF-4.6: Support Caltrans and California Highway Patrol efforts to ensure safe transportation of hazardous materials on SR-223 (Bear Mountain Blvd.)

- Policy SAF-4.7: Assist Kern County Health Department in the education of residents and businesses on how to reduce or eliminate the use of hazardous materials and products, and encourage the use of safer, nontoxic, environmentally friendly equivalents.
- Policy SAF-4.8: Assist Kern County Health Department and the Sanitation District in raising public awareness of appropriate disposal for household hazardous waste, and publicize collection events and locations.
- Policy SAF-4.9: Prior to the development of lands where abandoned or activity wells exist, the City will contact the Department of Conservation's Division of Oil, Gas, and Geothermal Resources (Division) for assistance in the development review process. The Department of Conservation's Division of Oil, Gas, and Geothermal Resources (Division) is charged with implementing Section 3208.1 of the *Public Resources Code (PRC)*. As a result, the Division developed the Construction Site Well Review Program to assist local permitting agencies in identifying and reviewing the status of oil or gas wells located near or beneath proposed structures.
- Before issuing building or grading permits, local permitting agencies review and implement the Division's preconstruction well requirements. Interaction between local permitting agencies and the Division helps resolve land-use issues and allows for responsible development in oil and gas fields.
- California Public Resources Code Section 3208.1 intent is to prevent, as far as possible, damage to life, health, and property. The operator responsible for plugging and abandoning deserted wells under Section 3237 shall be responsible for the reabandonment as provided in Section 3208.1(a).

## Fire Hazards

- Goal SAF-5: A community protected from loss of life or injury and damage to property due to fire hazards.**
- Policy SAF-5.1: Continue to coordinate fire protection services with Kern County Fire Department to ensure sufficient capacity, stations, personnel, and equipment are available to meet growth needs in Arvin for fire protection and related emergency services.
- Policy SAF-5.2: Ensure adequate water supply and water pressure is provided throughout the City for firefighting purposes.
- Policy SAF-5.3: Ensure all new development provides adequate access for emergency vehicles and evacuation.
- Policy SAF-5.4: Regularly update building and fire codes to provide for fire safety design.
- Policy SAF-5.5: Promote public safety education programs to reduce accidents, injuries, and fires, as well as to train members of the public to respond to emergencies.

- Policy SAF-5.6 Investigate the development and adoption of Fire Impact Fees to off-set the increase cost of fire protection.
- Policy SAF-5.7 Enforce and maintain weed abatement and brush clearance programs to reduce Fire hazards to developed property in the immediate vicinity of vacant undeveloped land.

### Emergency Services, Preparedness, and Response

- Goal SAF-6:** A community prepared to provide effective response and recovery efforts in the event of an emergency.
- Policy SAF-6.1: Continue to implement emergency preparedness and response measures in coordination with Kern County's Emergency Operations Plan.
- Policy SAF-6.2: Participate in Kern County trainings on emergency operations procedures and response.
- Policy SAF-6.3: Support policies and programs that ensure adequate resources are available to respond to health, fire, and police emergencies.
- Policy SAF-6.4: Investigate and seek out opportunities to improve emergency access and circulation throughout the community.
- Policy SAF-6.5: As in the development of and provide residents and businesses with information about local safety hazards and emergency plans, including evacuation plans and procedures to accommodate special needs populations and efficient post-disaster recovery.
- Policy SAF-6.6: Support policies and programs to involve and educate the community in emergency preparedness.
- Policy SAF-6.7: Collaborate with the school district, businesses, nonprofit organizations, and community members/groups to maintain safety throughout the City.
- Policy SAF-6.8: Involve the Police Department in the development review process to address safety concerns, access issues, and potential traffic conflicts, and identify opportunities to apply Crime Prevention Through Environmental Design (CPTED) principles.

## Attachment 1: Excerpt from 2013-2023 Housing Element – Housing Element Programs (Safety Element Update)

### VI. 2013-2023 Housing Plan

In accordance with State Housing Element law, this section presents a statement of goals, policies and priorities. The statement is intended to convey to the community at large Arvin's plan to provide a variety of housing types for all economic segments of the community. In addition, the goals, policies and priorities also serve as a framework or foundation for the evolution, initiation and implementation of specific programs and actions to improve the existing housing stock, produce new housing, provide financial assistance and to mitigate the adverse impacts of economic and market constraints.

#### C. Housing Element Programs

This section of the Housing Element defines the actions the City will implement to achieve the identified housing policies during the 2013-2023 planning period. Arvin's housing programs address the following five major areas:

- **Maintaining and preserving the existing affordable housing stock;**
- **Assisting in the provision of housing;**
- **Removing governmental constraints, as necessary;**
- **Providing adequate sites to achieve a variety and diversity of housing; and**
- **Promoting equal housing opportunity.**

**The housing plan for addressing unmet needs, removing constraints, and achieving quantitative objectives is described in this section according to the above five areas. The housing programs discussed in this section include existing programs as well as new programs that have been added to address the unmet housing needs.**

### 13. Update and Amend the General Plan and Zoning Ordinance

h) **General Plan Consistency.** State law (GC Section 65302(g)) requires the safety and conservation elements of the general plan to include analysis and policies regarding fire and flood hazards management. In addition, GC Section 56430 requires the land use element to address disadvantaged communities (unincorporated island or fringe communities within spheres of influence areas or isolated long established "legacy" communities) based on available data. As part of these requirements the City will amend these General Plan elements to comply with State law. Furthermore, to ensure all Elements of the General Plan be internally consistent, the City will annually review the Housing Element for consistency with the General Plan as part of the General Plan Progress Report.

**Objective:** 1) Amend the Safety and Conservation Elements of the General Plan to include policies regarding fire and flood hazard management, and the Land Use Element to address disadvantaged communities.

2) Prepare the General Plan Progress Report

**Agency:** City of Arvin CDD

**Financing:** General Fund

**Time Frame:** 1) Concurrent with the adoption of the 2013-2023 Housing Element Amendment in 2017/18.

2) Annually 2017-2023

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**(g)** (1) A safety element for the protection of the community from any unreasonable risks associated with the effects of seismically induced surface rupture, ground shaking, ground failure, tsunami, seiche, and dam failure; slope instability leading to mudslides and landslides; subsidence; liquefaction; and other seismic hazards identified pursuant to Chapter 7.8 (commencing with Section 2690) of Division 2 of the Public Resources Code, and other geologic hazards known to the legislative body; flooding; and wildland and urban fires. The safety element shall include mapping of known seismic and other geologic hazards. It shall also address evacuation routes, military installations, peakload water supply requirements, and minimum road widths and clearances around structures, as those items relate to identified fire and geologic hazards.

(2) The safety element, upon the next revision of the housing element on or after **January 1, 2009, shall** also do the following:

(A) Identify information regarding flood hazards, including, but not limited to, the following:

(i) **Flood hazard zones**. As used in this subdivision, "flood hazard zone" means an area subject to flooding that is delineated as either a special hazard area or an area of moderate or minimal hazard on an official flood insurance rate map issued by the Federal Emergency Management Agency (FEMA). The identification of a flood hazard zone does not imply that areas outside the flood hazard zones or uses permitted within flood hazard zones will be free from flooding or flood damage.

(ii) **National Flood Insurance Program maps** published by FEMA.

(iii) **Information about flood hazards** that is available from the United States Army Corps of Engineers.

(iv) **Designated floodway maps** that are available from the Central Valley Flood Protection Board.

(v) **Dam failure inundation maps** prepared pursuant to Section 6161 of the Water Code that are available from the Department of Water Resources.

(vi) **Awareness Floodplain Mapping Program maps and 200-year flood plain maps** that are or may be available from, or accepted by, the Department of Water Resources.

(vii) **Maps of levee protection zones**.

(viii) **Areas subject to inundation** in the event of **the failure of project or nonproject levees or floodwalls**.

(ix) **Historical data on flooding**, including locally prepared maps of areas that are subject to flooding, areas that are vulnerable to flooding after wildfires, and sites that have been repeatedly damaged by flooding.

(x) **Existing and planned development in flood hazard zones**, including structures, roads, utilities, and essential public facilities.

(xi) **Local, state, and federal agencies with responsibility for flood protection, including special districts and local offices of emergency services**.

(B) Establish a set of **comprehensive goals, policies, and objectives based on the information identified pursuant to subparagraph (A)**, for the protection of the community from the unreasonable risks of flooding, including, but not limited to:

(i) **Avoiding or minimizing the risks** of flooding to new development.

(ii) **Evaluating whether new development** should be located in flood hazard zones,

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and identifying construction methods or other methods to minimize damage if new development is located in flood hazard zones.

(iii) Maintaining the structural and operational integrity of essential public facilities during flooding.

(iv) Locating, when feasible, new essential public facilities outside of flood hazard zones, including hospitals and health care facilities, emergency shelters, fire stations, emergency command centers, and emergency communications facilities or identifying construction methods or other methods to minimize damage if these facilities are located in flood hazard zones.

(v) Establishing cooperative working relationships among public agencies with responsibility for flood protection.

(C) Establish a set of feasible implementation measures designed to carry out the goals, policies, and objectives established pursuant to subparagraph (B).

(3) Upon the next revision of the housing element on or after **January 1, 2014**, the safety element shall be reviewed and updated as necessary to **address the risk of fire for land classified as state responsibility areas, as defined in Section 4102 of the Public Resources Code, and land classified as very high fire hazard severity zones, as defined in Section 51177**. This review shall consider the advice included in the Office of Planning and Research's most recent publication of "Fire Hazard Planning, General Plan Technical Advice Series" and shall also include all of the following:

(A) Information regarding fire hazards, including, but not limited to, all of the following:

(i) Fire hazard severity zone maps available from the Department of Forestry and Fire Protection.

(ii) Any historical data on wildfires available from local agencies or a reference to where the data can be found.

(iii) Information about wildfire hazard areas that may be available from the United States Geological Survey.

(iv) General location and distribution of existing and planned uses of land in very high fire hazard severity zones and in state responsibility areas, including structures, roads, utilities, and essential public facilities. The location and distribution of planned uses of land shall not require defensible space compliance measures required by state law or local ordinance to occur on publicly owned lands or open space designations of homeowner associations.

(v) Local, state, and federal agencies with responsibility for fire protection, including special districts and local offices of emergency services.

(B) A set of goals, policies, and objectives based on the information identified pursuant to subparagraph (A) for the protection of the community from the unreasonable risk of wildfire.

(C) A set of feasible implementation measures designed to carry out the goals, policies, and objectives based on the information identified pursuant to subparagraph (B) including, but not limited to, all of the following:

(i) Avoiding or minimizing the wildfire hazards associated with new uses of land.

(ii) Locating, when feasible, new essential public facilities outside of high fire risk areas, including, but not limited to, hospitals and health care facilities, emergency

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shelters, emergency command centers, and emergency communications facilities, or identifying construction methods or other methods to minimize damage if these facilities are located in a state responsibility area or very high fire hazard severity zone.

(iii) **Designing adequate infrastructure if a new development is located** in a state responsibility area or in a very high fire hazard severity zone, including safe access for emergency response vehicles, visible street signs, and water supplies for structural fire suppression.

(iv) **Working cooperatively with public agencies** with responsibility for fire protection.

(D) If a **city or county has adopted a fire safety plan or document separate from the general plan, an attachment of, or reference to, a city or county's adopted fire safety plan or document that fulfills commensurate goals and objectives and contains information required pursuant to this paragraph.**

(4) **Upon the next revision of a local hazard mitigation plan,** adopted in accordance with the federal Disaster Mitigation Act of 2000 (Public Law 106-390), on or after **January 1, 2017,** or, if a local jurisdiction has not adopted a local hazard mitigation plan, beginning **on or before January 1, 2022,** the safety element shall be reviewed and updated as necessary **to address climate adaptation and resiliency strategies applicable to the city or county.** This review shall consider advice provided in the Office of Planning and Research's General Plan Guidelines and shall include all of the following:

(A) (i) A vulnerability assessment that identifies the risks that climate change poses to the local jurisdiction and the geographic areas at risk from climate change impacts, including, but not limited to, an assessment of how climate change may affect the risks addressed pursuant to paragraphs (2) and (3).

(ii) Information that may be available from federal, state, regional, and local agencies that will assist in developing the vulnerability assessment and the adaptation policies and strategies required pursuant to subparagraph (B), including, but not limited to, all of the following:

(I) Information from the **Internet-based Cal-Adapt tool.**

(II) Information from the most recent version of the California Adaptation Planning Guide.

(III) Information from local agencies on the types of assets, resources, and populations that will be sensitive to **various climate change exposures.**

(IV) Information from local agencies on their current ability to deal with the impacts of climate change.

(V) Historical data on natural events and hazards, including locally prepared maps of areas subject to previous risk, areas that are vulnerable, and sites that have been repeatedly damaged.

(VI) Existing and planned development in identified at-risk areas, including structures, roads, utilities, and essential public facilities.

(VII) Federal, state, regional, and local agencies with responsibility for the protection of public health and safety and the environment, including special districts and local offices of emergency services.

(B) A set of adaptation and resilience goals, policies, and objectives based on the information specified in subparagraph (A) for the protection of the community.

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(C) A set of feasible implementation measures designed to carry out the goals, policies, and objectives identified pursuant to subparagraph (B) including, but not limited to, all of the following:

(i) Feasible methods to avoid or minimize climate change impacts associated with new uses of land.

(ii) The location, when feasible, of new essential public facilities outside of at-risk areas, including, but not limited to, hospitals and health care facilities, emergency shelters, emergency command centers, and emergency communications facilities, or identifying construction methods or other methods to minimize damage if these facilities are located in at-risk areas.

(iii) The designation of adequate and feasible infrastructure located in an at-risk area.

(iv) Guidelines for working cooperatively with relevant local, regional, state, and federal agencies.

(v) The identification of natural infrastructure that may be used in adaptation projects, where feasible. Where feasible, the plan shall use existing natural features and ecosystem processes, or the restoration of natural features and ecosystem processes, when developing alternatives for consideration. For the purposes of this clause, "natural infrastructure" means the preservation or restoration of ecological systems, or utilization of engineered systems that use ecological processes, to increase resiliency to climate change, manage other environmental hazards, or both. This may include, but is not limited to, floodplain and wetlands restoration or preservation, combining levees with restored natural systems to reduce flood risk, and urban tree planting to mitigate high heat days.

(D) (i) **If a city or county has adopted the local hazard mitigation plan, or other climate adaptation plan or document that fulfills commensurate goals and objectives and contains the information required pursuant to this paragraph, separate from the general plan, an attachment of, or reference to, the local hazard mitigation plan or other climate adaptation plan or document.**

(ii) Cities or counties that have an adopted hazard mitigation plan, or other climate adaptation plan or document that substantially complies with this section, or have substantially equivalent provisions to this subdivision in their general plans, **may use that information in the safety element to comply with this subdivision, and shall summarize and incorporate by reference into the safety element the other general plan provisions, climate adaptation plan or document, specifically showing how each requirement of this subdivision has been met.**

(5) After the initial revision of the safety element pursuant to paragraphs (2) and (3) upon each revision of the housing element, the planning agency shall review and, if necessary, revise the safety element to identify new information relating to flood and fire hazards that was not available during the previous revision of the safety element.

(6) **Cities and counties that have flood plain management ordinances that have been approved by FEMA that substantially comply with this section, or have substantially equivalent provisions to this subdivision in their general plans, may use that information in the safety element to comply**

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**with this subdivision, and shall summarize and incorporate by reference into the safety element the other general plan provisions or the flood plain ordinance, specifically showing how each requirement of this subdivision has been met.**

(7) Prior to the periodic review of its general plan and prior to preparing or revising its safety element, each city and county **shall consult the California Geological Survey of the Department of Conservation, the Central Valley Flood Protection Board, if the city or county is located within the boundaries of the Sacramento and San Joaquin Drainage District, as set forth in Section 8501 of the Water Code, and the Office of Emergency Services for the purpose of including information known by and available to the department, the agency, and the board required by this subdivision.**

(8) To the extent that a county's safety element is sufficiently detailed and contains appropriate policies and programs for adoption by a city, a city may adopt that portion of the county's safety element that pertains to the city's planning area in satisfaction of the requirement imposed by this subdivision

**65302.5. (NOTE: Submit to California Geological Survey of the Department of Conservation 45 Days)**

(a) At least 45 days prior to adoption or amendment of the safety element, each county and **city shall submit to the California Geological Survey of the Department of Conservation one copy of a draft of the safety element or amendment and any technical studies used for developing the safety element. The division may review drafts submitted to it to determine whether they incorporate known seismic and other geologic hazard information, and report its findings to the planning agency within 30 days of receipt of the draft of the safety element or amendment pursuant to this subdivision.**



# CITY OF ARVIN

MAYOR  
Jose Gurrola

MAYOR PRO TEM  
Jazmin Robles

COUNCIL MEMBERS  
Jess Ortiz  
Erika Madrigal  
Gabriela Martinez

CITY MANAGER  
Alfonso Noyola

November 7, 2017

Department of Conservation  
California Geological Survey  
801 K Street, MS 12-30  
Sacramento, CA 95814

REF: City of Arvin – Draft Safety Element 2017 Update

Attn: California Geological Survey office,

The City of Arvin is in the process of updating its 1988 Safety Element and as is required by Section 65302.5(a) is submitting the element for your review. The City has a preliminary schedule of adoption on January 16, 2018 as the City Council hearing date. Your comments would be appreciated prior to December 12, 2017.

Enclosed is a hard copy of the Draft Safety Element Update and a compact disc containing the draft City of Arvin Safety Element and the Kern County Multi-Jurisdictional Hazard Management Plan. The City of Arvin City Council adopted the Kern County Multi-Jurisdictional Hazard Management Plan on March 18, 2014 by Resolution Number 2014-07.

Please forward your comments to:  
City of Arvin,  
Community Development Department,  
Planning Division,  
141 Plumtree Drive  
Arvin, Ca 93203.

My contact information is: Phone number 661-854-2622 and my email address is [mbrown@arvin.org](mailto:mbrown@arvin.org).

In addition, please cc: City Planner, Jake Raper. His contact information is:  
Jake Raper, JAS Contract Planner, 805-234-7908 and his email is [jakeraper@yahoo.com](mailto:jakeraper@yahoo.com).

Sincerely,

Marti Brown  
Community Development Director

Cc: City Planner, Jake Raper, JAS Contract Planner



## CITY OF ARVIN Staff Report

Meeting Date: December 11, 2018

<b>TO:</b>	Planning Commission
<b>FROM:</b>	Jake Raper, City Planner Jerry Breckinridge, City Manager
<b>SUBJECT:</b>	A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ARVIN RECOMMENDING THE CITY COUNCIL AMEND THE GENERAL PLAN BY ADOPTING AN UPDATED SAFETY ELEMENT CONSISTENT WITH THE 2013-2023 HOUSING ELEMENT WORK PROGRAMS, INCLUDING A RECOMMENDATION TO ADOPT AN EXEMPTION PURSUANT CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES SECTION 15061(B)(3)

### **RECOMMENDATION:**

Motion to approve a Resolution recommending the City Council amend the General Plan by adopting an updated Safety Element consistent with the 2013-2023 Housing Element work programs, including a recommendation to adopt an exemption pursuant California Environmental Quality Act Guidelines Section 15061(b)(3).

### **BACKGROUND:**

The City of Arvin adopted the 2013-2023 Housing Element on March 27, 2018. The adopted Housing Element established several work programs which require amendments to the Safety Element.

The proposed Safety Element update will implement the requirements of Government Code 65302. In this regard, the proposed Safety Element update will address flood hazards and risk of fire hazards. The updates are consistent with the 2012 Kern County Multi-Jurisdiction Hazard Mitigation Plan, which has been adopted by the City of Arvin.

As required, the City provided a copy of the proposed Safety Element Update to the Department of Conservation, California Geological Survey on November 7, 2017. No comments or response was provided. No amendments were required by the Department of Conservation.

## CEQA REVIEW:

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Staff have performed a preliminary environmental assessment of this project and, pursuant to CEQA Guidelines, Section 15061(b)(3), has determined with certainty that there is no possibility that the activities in question may have a significant effect on the environment because of the following reasons:

- The update of the Safety Element is consistent with the 2012 Kern County Multi-Jurisdictional Hazard Mitigation Plan, which has already been adopted by the City of Arvin and is currently in effect.
- The update of the Safety Element implements, and is consistent with, the updated Housing Element, including the 2013-2023 Housing Element work programs. As these have already been assessed, no further environmental assessment is required.
- These amendments implement the amendments as required by various Governmental Codes which implements the 2013-2023 Housing Element work programs bringing the City's General Plan in compliance with state mandated criteria and policy.

As such, this project is not subject to CEQA.

## EXHIBITS AND ATTACHMENTS:

Resolution of the Planning Commission of the City of Arvin Recommending the City Council Amend the General Plan by Adopting an Updated Safety Element Consistent with the 2013-2023 Housing Element Work Programs, Including a Recommendation to Adopt an Exemption Pursuant California Environmental Quality Act Guidelines Section 15061(b)(3)

**Resolution**(Proposed) (with attached Arvin Safety Element to the City of Arvin General Plan)

**Attachment 1** - 2013-2023 Housing Element Update - Work Program.

**Attachment 2** - Government Code Section 65302 - Safety Element Requirements

**Attachment 3** - November 6, 2017 Letter to Department of Conservation

**Attachment 4** - Housing Work Program (excerpt)

**Attachment 5** - Government Cod Section 65302

**Attachment 6** - November 7, 2017 letter with the Department of Conservation

**Attachment 7** - Additional reference material.

## RESOLUTION

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ARVIN RECOMMENDING THE CITY COUNCIL AMEND THE GENERAL PLAN BY ADOPTING AN UPDATED SAFETY ELEMENT CONSISTENT WITH THE 2013-2023 HOUSING ELEMENT WORK PROGRAMS, INCLUDING A RECOMMENDATION TO ADOPT AN EXEMPTION PURSUANT CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES SECTION 15061(B)(3)**

**WHEREAS**, the City of Arvin adopted the 2013-2023 Housing Element on March 27, 2018 by Resolution Number 2018-23; and

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**WHEREAS**, the 2013-2023 Housing Element adopted Work Programs of which updates and amendments to the General Plan and Zoning Ordinances are required. The update of the 1988 Safety Element is necessary to address fire hazard risks and flood hazards; and

**WHEREAS**, the update of the 1988 Safety Element is consistent with the 2012 Kern County Multi-Jurisdictional Hazard Mitigation Plan adopted by the City of Arvin, and is in compliance with Government Code Section 65032; and

**WHEREAS**, the City provided a copy of the proposed Safety Element Update to the Department of Conservation, California Geological Survey on November 7, 2017, and no comments or amendments were required by the Department of Conservation; and

**WHEREAS**, the Planning Commission duly noticed the public hearing on the proposed updated to the Safety Element of the General Plan accordance with local requirements and state requirements.

**WHEREAS**, the Planning Commission conducted a public hearing on December 11, 2018 providing an opportunity for all interested persons to give testimony; and

**WHEREAS**, the Planning Commission desires to recommend that the City Council adopt the proposed Safety Element update to the General Plan, and further desires to recommend the City Council adopt a finding under California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3).

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

1. The Planning Commission of the City of Arvin finds that the above recitals are true and correct.

The Planning Commission recommends the City Council adopt a finding pursuant to CEQA Guidelines, Section 15061(b)(3), as there is no possibility that the updated Safety Element to

the General Plan may have a significant effect on the environment because of the following reasons:

- The update of the Safety Element is consistent with the 2012 Kern County Multi-Jurisdictional Hazard Mitigation Plan, which has already been adopted by the City of Arvin and is currently in effect.
- The update of the Safety Element implements, and is consistent with, the updated Housing Element, including the 2013-2023 Housing Element work programs. As these have already been assessed, no further environmental assessment is required.
- These amendments implement the amendments as required by various Governmental Codes which implements the 2013-2023 Housing Element work programs bringing the City's General Plan in compliance with state mandated criteria and policy.

As such, this project would not be subject to CEQA.

2. The Planning Commission recommends the City Council adopt of the proposed update of the Safety Element, in its entirety, to the General Plan as shown on Exhibit A of this Resolution.
3. This Resolution shall take effect immediately.

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the Planning Commission of the City of Arvin at a Regular Meeting thereof held on the 11th day of December, 2018 by the following vote:

**ATTEST**

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

**ARVIN PLANNING COMMISSION**

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

APPROVED AS TO FORM:

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

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

## NOTICE OF PUBLIC HEARING

### Recommendation of Adoption of an Updated Safety Element to the City of Arvin's General Plan

Notice is hereby given that the Planning Commission of the City of Arvin, California, will conduct a public hearing, at which time you may be present and be heard, to consider the following:

Adoption of a Resolution Recommending the City Council Amend the General Plan by Adopting an Updated Safety Element Consistent with the 2013-2023 Housing Element Work Programs, Including a Recommendation to Adopt an Exemption Pursuant California Environmental Quality Act Guidelines Section 15061(b)(3).

#### Arvin Planning Commission Public Hearing Information

Date: December 11, 2018  
 Time: 6:00 PM or as the Agenda permits  
 Place: City of Arvin Council Chambers  
 200 Campus Drive, Arvin, CA 93203

The purpose of the proposed amendment is to implement the work programs as identified in the 2013-2023 Housing Element and Government Code Section 65302 by updating the Safety Element of the City of Arvin General Plan. The proposed Safety Element will update the General Plan to be consistent with the Government Code and implement the work programs as identified in the adopted Housing Element. The update will also bring the Safety Element into consistency with the 2012 Kern County Multi-Jurisdictional Hazard Mitigation Plan adopted by the City of Arvin.

Additional information on the proposed project and proposed environmental finding may be obtained from the City of Arvin, City Hall, 200 Campus Drive, Arvin, California, 93203, or the City's web site at [www.arvin.org](http://www.arvin.org).

All persons interested in this topic, who have questions, would like to provide feedback, or who have comments, are invited to attend. If you challenge the approval or denial of these matters in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Clerk, at or prior to, the public hearing. Address any communications or comments regarding the project to Cecilia Vela, City Clerk, at 200 Campus Drive, Arvin, CA 93203, (661) 854-3134, [cvela@arvin.org](mailto:cvela@arvin.org).

Cecilia Vela, City Clerk  
 Published: November 30, 2018, Bakersfield Californian

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<b>APPENDICIES (All Appendices are on file at the Community Development Department)</b>	
Appendix 1 - Resolution No. 2014-07 Adopting the Updated Kern Multi-Jurisdiction Hazard Mitigation Plan	
Appendix 2 - Excerpt for City of Arvin – Section 4.5 Vulnerability and Capability Assessment of Participating Jurisdictions of the Kern County Multi-Jurisdiction Hazard Mitigation Plan	
Appendix 3 - 1988 Safety Element – City of Arvin	
Appendix 4 - City of Arvin – Chapter 15.32 Floodplain Management	

<b>REFERENCES (All References are on file at the Community Development Department)</b>	
City of Arvin General Plan – Land Use Element, Conservation and Open Space Element, Air Quality Element Community Health Element, and Implementation Plan – 2012	
City of Arvin General Plan – Circulation Element adopted August 21, 2012	
City of Arvin General Plan – Noise Element adopted 1988, Safety Element adopted 1988, and Economic Development Element adopted 1988	
City of Arvin Zoning Ordinance	
City of Arvin Standards and Specifications	
City of Arvin Drainage Master Plan Update – August 2009	
City of McFarland Safety Element 2014	
Kern County Multi-Jurisdiction Hazard Management Plan 2012	

## **PURPOSE**

The State General Plan Guidelines direct cities to incorporate a number of required elements into their general plans, including Safety. The purpose of the Safety Element is to reduce the potential risk of death, injuries, property damage, and economic and social dislocation resulting from natural and human-induced hazards. The Safety Element establishes preventative and responsive policies and programs to mitigate the potential impacts associated with hazards that may affect the City of Arvin. This Element along with the Kern County Multi-Jurisdiction Hazard Mitigation Plan (HMP) addresses geologic and seismic hazards, flood hazards, fire hazards, hazardous materials, and emergency preparedness and response planning.

The Safety Element also includes policies on natural hazard mitigation planning that implement and supports the Kern County Multi-Jurisdiction Hazard Mitigation Plan (HMP), adopted by the Arvin City Council on March 18, 2014. The Federal Emergency Management Agency (FEMA) requires local agencies to adopt a HMP in order to be eligible for pre-disaster mitigation funds. By law, a Hazard Mitigation Plan (HMP) must describe the type, location, and extent of all natural hazards that can affect the jurisdiction; describe the jurisdiction's vulnerability to these hazards; include a mitigation strategy that provides the jurisdiction's blueprint for reducing the potential losses; and, contain a plan maintenance process. The Kern County Multi-Jurisdiction (Arvin) Hazard Mitigation Plan (HMP) addresses several natural disasters that may affect the City: Flood, Geologic, Severe Weather, Drought, and Extreme Heat. The HMP identifies community policies, actions, and tools for implementation to reduce the public's exposure to these hazards, to minimize property damage and community disruption, and to reduce or avoid the costs of disaster relief.

The City of Arvin adopted Resolution No. 2014-07 on March 18, 2014 Adopting the Updated Kern Multi-Jurisdiction Hazard Mitigation Plan (HMP) serves as one major implementation programs of the Safety Element and contains programs that implement its policies. The City of Arvin participates in the Kern County Multi-Jurisdiction HMP and the HMP is updated on a five (5) year cycle. The HMP will continue to be incorporated by reference in the Safety Element. The Safety Element and HMP are complementary documents that work together to achieve the goal to reduce the impacts on a community from a disaster.

## **RELATIONSHIP TO OTHER GENERAL PLAN ELEMENTS**

The California Government Code requires internal consistency among the various elements of a general plan. The Safety Element is affected by policies contained in other elements of the Arvin General Plan including the Land Use, Housing, Circulation, Conservation and Open-Space, and Noise Elements, and may overlap with topical areas addressed in these elements.

The Land Use Element is linked to the Safety Element as the policies and programs are intended to protect current and planned land uses. Potential hazards identified in the Safety Element are addressed through programs established to avoid or mitigate public safety impacts associated with future development, such as land use compatibility.

The Housing Element identifies existing and projected housing needs, and establishes goals, policies, quantified objectives, and scheduled programs for the preservation, improvement, and development of housing to serve all members of the community. The Safety Element addresses hazards or nuisances that should be considered when determining the location of new housing development and improvements to existing housing.

The Circulation Element is closely related to safety and security as well-designed streets and efficient circulation are imperative during an emergency. The provision of viable evacuation routes within the City are linked to the planned circulation system described in the Circulation Element. Safety is integral in maintaining an efficient, effective, coordinated, multi-modal circulation system that serves the variety of transit, automobile, bicycle, and pedestrian users in a complete street network.

The Conservation and Open Space provides information on soils and erosion, and water quality within the Planning Area in the interest of health, safety, and welfare. Additionally, flood control measures are included in the Conservation and Open Space of the City's General Plan under the title of Public Health and Safety for the protection of the lives and property of its citizens during a disaster. Flooding has been identified as a major issue for areas of the City and is discussed in detail in the HMP.

The Noise Element also affects the Safety Element as it contains safety guidelines regarding acceptable noise levels which consider occupational noise exposure as well as noise exposure in the home. The guidelines recognize exterior noise levels to protect the public from hearing loss, activity interference, sleep disturbance, and annoyance. The Noise Element also documents and guides the location of noise sensitive land uses including all residential uses and schools so they may be less impacted by noise.

Section 65300.5 of the Government Code states that the general plan and the individual elements shall be integrated and internally consistent. The City will maintain this consistency as future General Plan amendments are processed by evaluating proposed amendments for consistency with all elements of the Arvin General Plan.

## **CONTEXT AND SETTING**

Section 4.5 Vulnerability and Capability Assessment of Participating Jurisdictions of the Kern County Multi-Jurisdiction Hazard Mitigation Plan, refer to Appendices – App -2 Excerpt for City of Arvin, assess each jurisdiction's vulnerability separate from that of the planning area as a whole. Section 4.3 Vulnerability Assessment provides an inventory of the population, property, and other assets located within each jurisdiction, and further analyzes those assets at risk to identified hazards as of 2014. For more information about how hazards affect the County as a whole, see Chapter 4 Risk Assessment in the main plan. This section also presents the capabilities of each jurisdiction to mitigate hazard impacts.

## **GEOLOGIC AND SEISMIC HAZARDS**

Geologic and soils hazards include subsidence, expansive soils, and steep slopes and landslides. Seismic hazards related to earthquakes include ground shaking and ground failures, such as liquefaction, lateral spreading, ground lurching, seiches, mudslides, landslides, and soil slumping. Geologic hazards pose a danger to residents of Arvin and can result in significant property and infrastructure damage.

## **GEOLOGIC HAZARDS**

### Existing Safety and Geologic Conditions

#### Geology:

The San Joaquin Valley, which includes the Arvin area, is the most extensive basin area in the State of California. This basin area was formed by intermittent westerly tilting of the underlying crystalline rocks, which elevated the Sierra-Nevada Mountains on the east border of the valley and depressed the western portion of the valley. Slopes in the valley feature a

southwest alignment and consist of underlying crystalline based complex and overlying sediments.

In the vicinity of the community of Arvin, the sediment layer is approximately 4,800 ft. thick and consists of older sedimentary rocks composed primarily of stratified sandstone, conglomerates and shale. In addition, there is overlying younger unconsolidated sediment approximately 1,900 ft. thick.

Portions of Kern County are identified as seismically active areas consisting of major unstable fault lines. Within the Arvin vicinity, 8 major fault line systems have been identified. The White Wolf Fault runs 3 miles south of the community of Arvin. The Edison Fault runs 8 miles north of the community. In addition, the San Andreas Fault, the Garlock Fault, the Sierra-Nevada Fault, the Big Pine Fault, the Kern Canyon Fault, and the Bear Mountain Fault are significant fault systems which run in the vicinity of Arvin.

Three major earthquakes have occurred in the county since such events have been historically recorded, the nearest seismic event to the local community occurred in 1952. This major quake, known as the Arvin-Tehachapi quake, measured 7.7 on the Richter scale and caused extensive damage throughout the County. The epicenter of the quake was located on the White Wolf Fault zone which impacted the City. Magnitude 5.0 and above earthquakes occur frequently, but damage has been limited from these events. However, damage to the Arvin community was relatively minimal. (App-3 1988 Safety Element)

#### Hydrology:

The Arvin area significantly contributes to Kern County as being one of the most productive agricultural counties in the nation. In order to sustain the intense farming activities in the area, the local community derives much of its domestic and agricultural water supply from groundwater resources.

#### Groundwater Supply:

Arvin receives its water services from the Arvin Community Services District. The district manages the water source for domestic, agriculture, recreational and industrial purposes from groundwater within the Tulare Lake groundwater basin, which encompasses a significant portion of the San Joaquin Valley. Groundwater within the basin moves in a south-southwest direction within the basin toward the low lying portion of the valley.

The Arvin Community Services District (ACSD), adopted its 2015 Urban Water Management Plan (UWMP), which was an update of the 2010 UWMP, and is required to update the UWMP each cycle where the year ends in 15 and 0. The plan includes a description of the service area of the District, the current and projected population of the District, a description of the climate and other demographic factors that affect water management, identification of the existing and planned water resources of the District including groundwater management plan prepared by the Arvin-Edison Water Storage District ("AEWSD") which is the underlying water purveyor in the area, description of the groundwater basin and groundwater levels, the participation of ACSD with AEWSD in the groundwater management program, the location, the amount of groundwater pumped in the last five years and sufficiency of the supply, a description of the groundwater supply and a projection of the groundwater demands for the next 20 years, a description of the reliability of the groundwater supply and its vulnerability to seasonal or climactic shortage, a statement addressing the consistency of the District's water supply, a

district's anticipated water supply projects, the District's water use projections, water use projections for lower income families, the District's water shortage contingency plan and a water supply reliability assessment.

The District's 2015 Urban Water Management Plan is available at the District's office located at 309 Campus Drive, Arvin, Ca 93203, contact phone number 661-854-2127.

#### Groundwater Quality:

Groundwater quality in the Arvin area is suitable for domestic use. According to the Arvin Community Services District, the water underlying the Arvin community is generally of good quality. As noted above, the 2015 UWMP addresses the water supply and quality for the Arvin area.

The Arvin Community Services District water supply is deemed to be of high quality. This determination relates to an excellent groundwater recharge basin for the Kern River watershed and activities of the Arvin Edison Water Storage District. Water from these sources is of high quality.

#### Surface Hydrology:

The City of Arvin is situated on a deep alluvial fan. The ground surface slopes from northeast to southwest at a 0.5% slope. The primary utilization of the land surrounding the community is almost exclusively agriculture, oil extraction, or open space. The soils in these areas are identified as being highly permeable. As the land is very low sloping and the soils have a tendency of being permeable, water run-off is considered slight.

The Arvin area does not possess any significant natural bodies of water. The Arvin-Edison Canal is located to the north and east of the City, running in a diagonal alignment. The East Side Canal, which runs in a northwest-southwest alignment, approaches within one mile of the southwest portion of the city. Both of these canals are primarily used for agriculture irrigation. Sycamore and Little Sycamore Creeks are natural drainage channels which flow from the Tehachapi Mountains approximately four miles east and southeast, respectively, of the Arvin community. These creeks carry relatively low volumes of water and are only identified on a seasonal basis. The flows from these creeks usually run no farther than the Arvin-Edison Canal.

According to the Federal Emergency Management Agency (FEMA), the entire incorporated land within the City of Arvin as well as the immediate surrounding vicinity, lies within the 100 year floodplain of Caliente Creek. This major drainage channel flows into the Southern San Joaquin Valley floor about 10 miles northeast of the Arvin community. Water flow is only seasonal; however, this channel has historically carried large volumes of water over short time periods. Subsequently, considerable damage has been caused to some of the agriculture in outlying and developed areas in the Southern San Joaquin Valley floor. During similar flood occurrences, the creek water has flowed in a north to south direction into a channel just east of Tower Line Road, which turned in a westerly direction approximately one mile south of the City of Arvin. During more intense flooding periods, the water flow has been less predictable and has been known to cover parts of the Arvin General Planning area.

In recent years, flooding has been a significant issue in the Arvin area. Storm water run-off generated within the City of Arvin is generally collected and transported by streets into the City's existing two drainage sumps. Sump One is located on the west central portion of the City along Comanche Drive near Bear Mountain Boulevard. Sump Two is located on the southwest

portion of the community within the Smotherman Park site.

The City of Arvin maintains a Master Drainage System, which can collect and hold storm water run-off originating within the majority of the city from any storm of a magnitude less than or equal to a 10-year storm. Storm events of greater magnitude can also be accommodated through the overflow provision provided with the existing and proposed sumps. The majority of run-off produced by storms is presently being collected and conveyed to the south end of the City by existing street improvements and pipelines to the sumps. Future run-off is expected to continue being collected in the same manner but will be supplemented by additional street and pipeline improvements.

## SEISMIC HAZARDS

Arvin, like most of California, is located within a seismically active region. Faults and earthquakes present direct hazards from fault rupture and ground shaking, as well as indirect hazards, as described further below. Kern County, in general, is recognized as a seismically active region with several major unstable fault lines identified in the county's geologic composition. The Kern County Multi-Jurisdiction Hazard Management Plan, Section 4.2.10 Earthquakes provides an extensive overview of the Hazard/Problem Description for the planning area.

### Fault Rupture

Kern County is located in one of the more seismically active areas of California and may, at any time, be subject to moderate-to-severe ground shaking. The reason for this is the presence of the major active faults in portions of the County. The infamous San Andrea's Fault runs just outside of and parallel to the western border of Kern County and eventually enters the south western portion of the county near Frazier Park, where it is intersected by the northeasterly trending Garlock Fault. Please refer to Section 4.2.10 Earthquakes – Kern County Multi-Jurisdiction Hazard Management Plan for a more detailed discussion of faults.

The White Wolf Fault and the Edison Fault are respectively located three miles south and eight miles north of the Arvin community. In addition, a number of other unstable fault lines, including the San Andreas, Garlock, Big Pine, Kern Canyon and Bear Mountain Faults are situated in the general vicinity of Arvin.

The White Wolf Fault Zone is south and east of Arvin. In 1952 a 7.7 earthquake was experienced. Refer to Figure 4.34 Earthquake Shake Map for Kern County. Additionally, seismic hazard mapping indicates that the City has low seismic hazard potential. While there are no known active faults residing within or near the City limits, the Planning Area is likely to experience hazards associated with earthquakes, such as ground shaking.

### Ground Shaking

Ground shaking from earthquakes affects the most people and can cause the most damage of any geologic hazard. The amount of ground shaking depends on the magnitude of the earthquake, the distance from the epicenter, and the type of earth materials in between. Arvin experienced significant ground shaking from a Magnitude 7.7 earthquake that occurred on the White Wolf Fault in 1952. Arvin is located within an area identified as having moderate ground shaking probability.

## Secondary Seismic Hazards

Ground shaking can induce secondary seismic hazards such as liquefaction, lateral spreading, subsidence, ground fissuring, and landslides. Liquefaction of saturated cohesionless soils can be caused by strong ground motion resulting from earthquakes.

### **Liquefaction**

Liquefaction can occur when loose sand and silt that is saturated with water behaves like a liquid when shaken by an earthquake, resulting in ground failure. The California Geological Survey identifies liquefaction zones where the stability of foundation soils must be investigated and countermeasures undertaken in the design and construction of buildings for human occupancy.

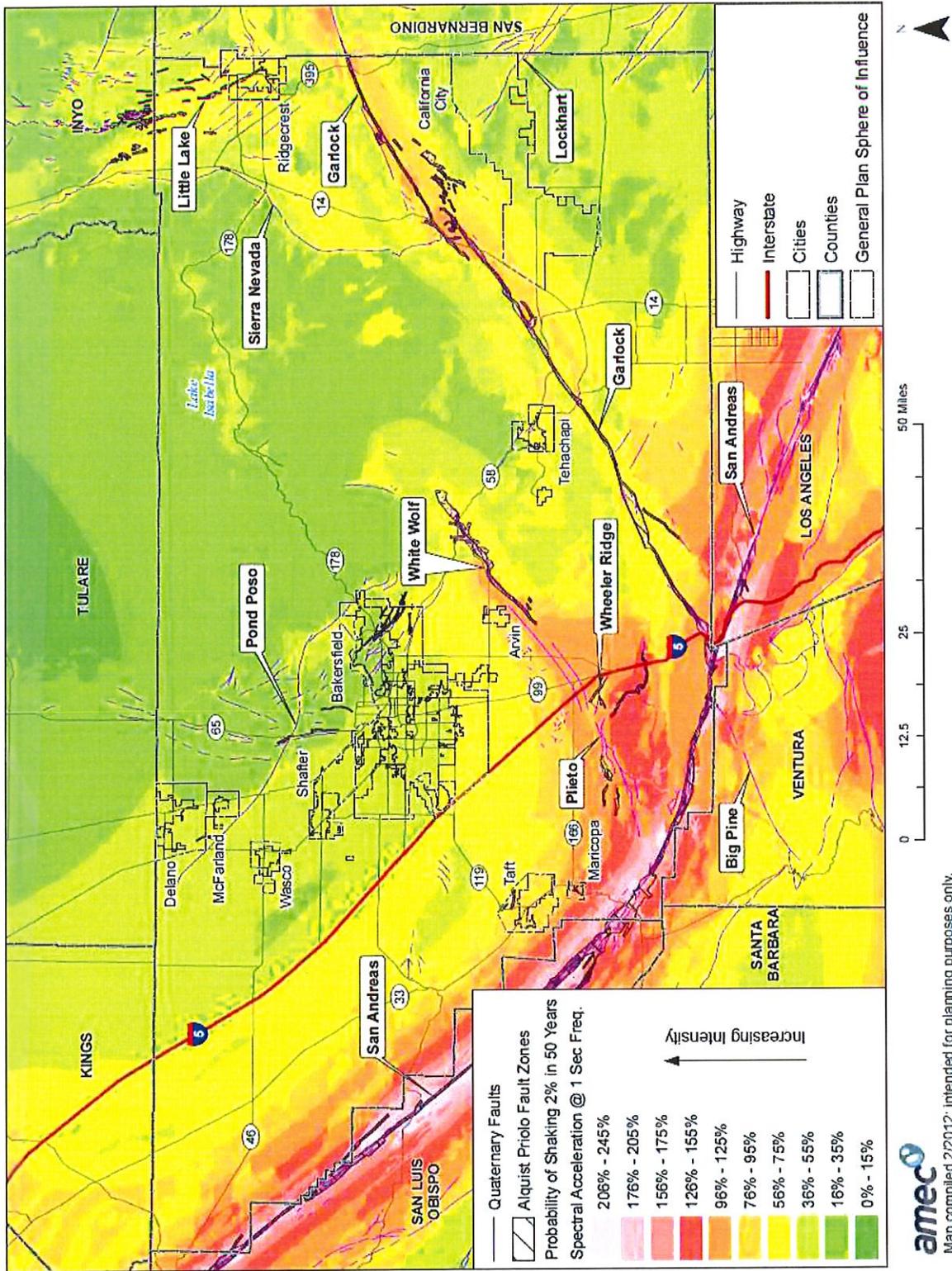
### **Earthquake-Induced Landslide and Slope Failure**

In addition to liquefaction, the California Geological Survey identifies landslide zones, which generally indicate steep hillslopes composed of weak materials that may fail when shaken by an earthquake. These areas are required to be investigated and countermeasures undertaken in the design and construction of buildings for human occupancy. Arvin is not located within an area identified as having the potential for earthquake-induced landslides. Similarly, due to the relatively flat topography of Arvin and the surrounding area, lateral spreading, mudslides, ground lurching, and soil slumping are unlikely to occur.

### **Seismic Seiches**

Seismic seiches are standing waves in an enclosed or partly enclosed body of water, such as rivers, reservoirs, ponds, and lakes. There are no large bodies of water located within the Planning Area. The potential for water from the lake to reach the Planning Area in the event of a seiche is limited.

Figure 4.34. Earthquake Shake Map for Kern County



Kern Multi Jurisdiction Hazard Mitigation Plan  
September 2012

FINAL

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Attachment: Attachment 4 - Staff Report and Resolution of Dec 11, 2018 Planning Commission Mtg - Safety Element Update (Public Hearing -

## FLOOD HAZARDS

Section 4.5 Vulnerability and Capability Assessment of Participating Jurisdictions of the Kern County Multi-Jurisdiction Hazard Mitigation Plan, refer to Appendices – App -2 Excerpt for City of Arvin, assess each jurisdiction's vulnerability separate from that of the planning area as a whole. Section 4.3 Vulnerability Assessment provides an inventory of the population, property, and other assets located within each jurisdiction, and further analyzes those assets at risk to identified hazards as of 2014. For more information about how hazards affect the County as a whole, see Chapter 4 Risk Assessment in the main plan. This section also presents the capabilities of each jurisdiction to mitigate hazard impacts.

### Local Flooding

The location, topography, and land uses in and around the City pose unique drainage situations for the way local runoff is contained. As the City has been developed on predominantly agricultural lands, sump basins are the primary facilities used to retain the local storm water flows. The City has prepared a Storm Drain Master Plan to identify and address local flooding issues within the City. Identified improvements to the existing drainage systems consist primarily of upsizing existing storm drain facilities and extending existing storm drain systems farther upstream to the areas of flooding.

Arvin is within either the 1% or .02% annual chance of a flood event. Much of the flooding in Arvin is characterized by shallow sheet flow of 2 feet depth or less. Arvin adopted Chapter 15.32 Flood Management which promote the public health and safety, and general welfare of its citizenry requiring all new development to comply with the development standards as established and may be modified from time to time.

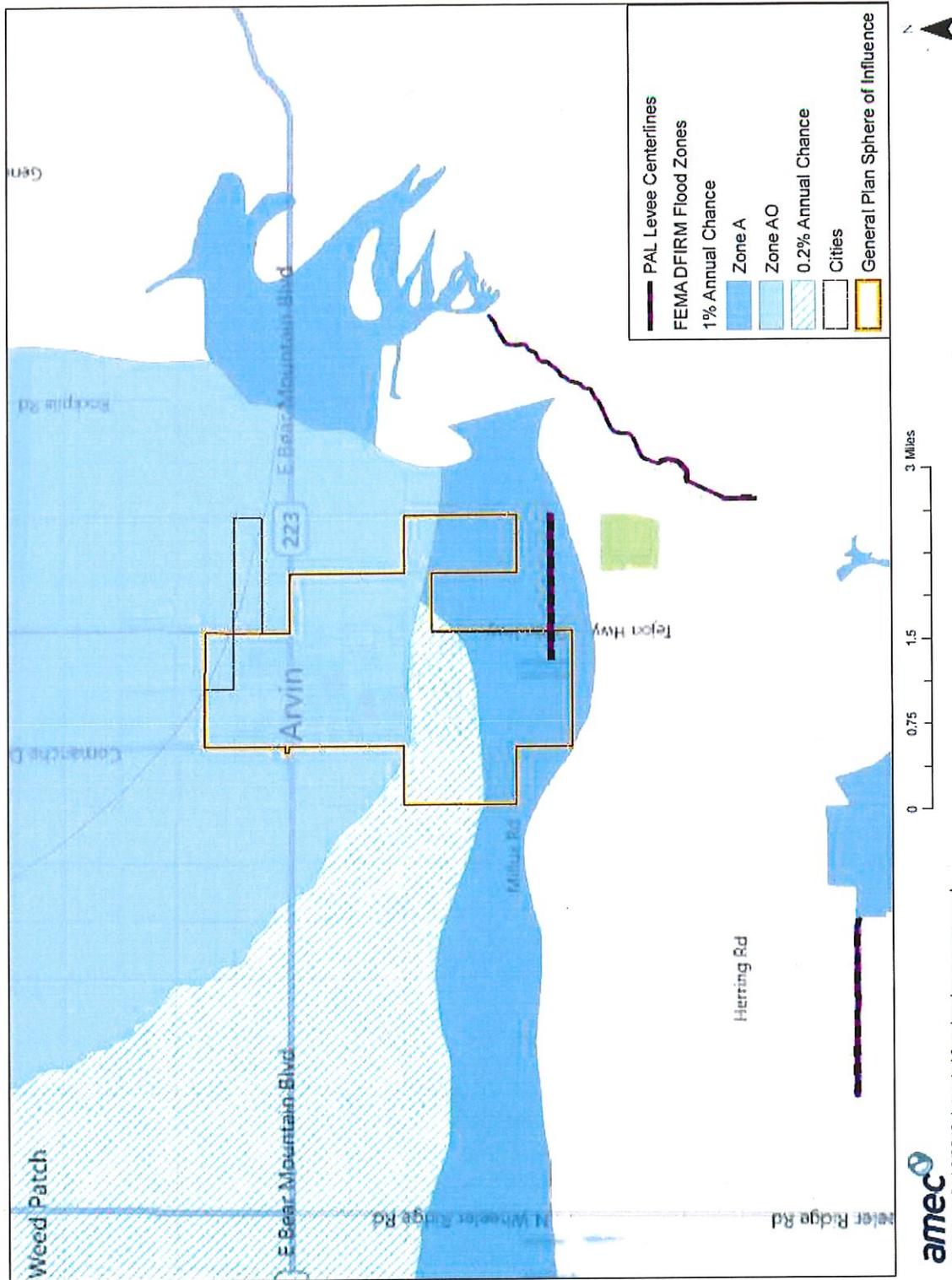
### Dam Inundation

Dams are man-made structures built for a variety of uses including flood control, power, agriculture, water supply, and recreation. When dams are constructed for flood control, they usually are engineered to contain a flood with a computed risk of occurrence. Dam failures can result from any one or a combination of causes, including prolonged periods of rainfall and flooding; earthquake; inadequate spillway capacity resulting in overtopping; or internal erosion caused by embankment or foundation leakage or piping. Dams can fail at any time of year, but the results are most catastrophic when the dams fill or overtop during winter or spring rain/snowmelt events. The onset time of dam failure depends on the type of failure. If the dam is inspected regularly then small leaks allow for adequate warning time. Once a dam is breached, however, failure and resulting flooding occurs rapidly. Although there are several dams that have the ability to affect Kern County in the event of failure, the potential for significant flooding associated with dam inundation to occur within Arvin has not been identified. Dam inundation maps for Lake Isabella, the largest reservoir in the County, indicate that flooding from dam failure would not extend into Arvin.

## Levee Failure

Levees are designed to protect against a certain level of flooding. However, levees can and do decay over time and can also be overtopped, or even fail during large floods. According to the *2012 Kern Multi Jurisdiction Hazard Mitigation Plan* (Kern MJHMP) Figure 4.32, Kern County Levee Location Map, there are no levees located within Arvin or the surrounding area. The Kern MJHMP identifies the likelihood of a levee failure as low with limited affects to Kern County in the event of a levee failure, with the exception of Bakersfield. However, the Friant-Kern Canal, which is located west of the City's western boundary, serves as a levee structure. The Friant-Kern Canal is under the jurisdiction of the U.S. Department of the Interior Bureau of Reclamation. Although unlikely, the canal levee could fail if overtopped. In the event the canal is breached, runoff would spread out and flow into the City of Arvin from the east. No flows have overtopped the canal levee since its opening in 1953, but water has ponded near the top of the levee.

Figure 4.81. City of Arvin Flood Hazard



amec  
 Map compiled 2/2012; intended for planning purposes only.  
 Data Source: Kern County, PAL Levee - Cal DWR,  
 FEMA DFIRM 9/26/2008, Bing Maps - Road

## HAZARDOUS MATERIALS

The California Code of Regulations defines a hazardous material as a substance that, because of physical or chemical properties, quantity, concentration, or other characteristics, may either (1) cause an increase in mortality or an increase in serious, irreversible, or incapacitating, illness or (2) pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported or disposed of, or otherwise managed. Hazardous wastes are hazardous materials that no longer have practical use, such as substances that have been discarded, discharged, spilled, contaminated, or are being stored prior to proper disposal. A hazardous materials incident involves the uncontrolled release of a hazardous substance during storage, use, or transport.

In addition, the California Legislature has passed a law, 65962.5(a) of the Government Code, which requires persons applying for development projects to review a listing of all hazardous waste sites. If the site of your proposed development project is included on the list of hazardous waste sites (Kern County Cal/EPA below), then it shall be noted. Please review the website "<http://envirostor.dtsc.ca.gov>" type in Arvin, CA for most recent listing.

The State's Accidental Release Prevention Law provides for consistency with Federal laws (i.e., the Emergency Preparedness and Community Right-to-Know Act and the Clean Air Act) regarding accidental chemical releases and allows local oversight of both the State and Federal programs. State and Federal laws are similar in their requirements; however, the California threshold planning quantities for regulated substances are lower (stricter) than the Federal quantities. Local agencies may set lower reporting thresholds or add additional chemicals to the program. The Accidental Release Prevention Law is implemented by the Certified Unified Program Agencies (CUPAs) and requires that any business utilizing a greater quantity of a regulated substance than the specified threshold quantity, register with the responsible CUPA as a manager of regulated substances and prepare a Risk Management Plan.

A Risk Management Plan must contain an off-site consequence analysis, a five-year accident history, an accident prevention program, an emergency response program, and a certification of the truth and accuracy of the submitted information. Businesses submit their plans to the CUPA, which makes the plans available to emergency response personnel. The Business Plan must identify the type of business, location, emergency contacts, emergency procedures, mitigation plans, and chemical inventory at each location. Under CUPA, site inspections of these hazardous materials programs (above ground storage tanks, underground storage tanks, hazardous waste treatment, hazardous waste generators, hazardous materials management and response plans, and the California Fire Code) are consolidated and accomplished by a single inspection. In addition, this program provides emergency response to chemical events to furnish substance identification; health and environmental risk assessment; air, soil, water, and waste sample collection; incident mitigation and cleanup feasibility options; and on-scene coordination for state superfund incidents. The program also provides for the oversight, investigation, and remediation of unauthorized releases from underground tanks.

The CUPA for the City of Arvin is Kern County's Environmental Health Services Department. The Environmental Health Services Department (EHSD) was established in 1989 by the Board of Supervisors. The EHSD's Hazardous and Solid Waste Division is designed to protect the public health and the environment in the areas of hazardous material and waste surveillance and enforcement, radiological health, vector control, solid waste and infectious waste. Legal authority for these programs is provided by a variety of state and local statutes including the California Health and Safety Code and the California Code of Regulations, which designates the EHSD as the Local Enforcement Agency for the California Integrated Waste Management Board.

Kern County Environmental Health Division, Hazardous Materials Emergency Response program serves to protect the residents of Kern County by responding to hazardous materials emergencies. The first responders perform health and environmental safety assessment, substance identification and monitoring as part of an interagency Emergency Response team as well as provide and oversee investigation and cleanup of incidents activities.<sup>1</sup>

## Transportation of Hazardous Materials

Hazardous substance incidents could occur in Arvin due to the presence of highways and railways. The transport of hazardous materials may occur along the San Joaquin Valley Railroad spur and/or Hwy 223 (Bear Mountain Blvd.) which traverse the City. In the event of train derailment, hazardous materials transported on the rail line could be released impacting adjacent development and properties. Given the City's reliance on groundwater, the potential release of hazardous materials could migrate into the groundwater aquifer, potentially contaminating the City's drinking water supply.

Transportation of hazardous materials/wastes is regulated by California Code of Regulations (CCR) Title 26. The United States Department of Transportation (DOT) is the primary regulatory authority for the interstate transport of hazardous materials. The DOT establishes regulations for safe handling procedures (i.e., packaging, marking, labeling, and routing). The CHP and Caltrans enforce Federal and State regulations and respond to hazardous materials transportation emergencies. Emergency responses are coordinated as necessary between Federal, State, and local governmental authorities and private persons through a State Mandated Emergency Management Plan.

## Hazardous Materials Sites

Hazardous materials can be found in certain businesses in Arvin including production or service processes, which generate hazardous waste. These businesses include automotive services, dry cleaners, photo processing, printing lithography, and medical services. The Kern County EHSD is responsible for the remediation of the Underground Storage Tanks through alternatives including soil washing, vapor extraction, bioremediation, and pump and treat of the contaminated groundwater. Remediation alternatives would provide benefits of no contamination of groundwater and soil. Facilities handling moderately and extremely hazardous materials have a greater chance of significant onsite and offsite consequences if the hazardous materials are released. The last inspection date and category are used to determine inspection priority and frequency, respectively.

## Hazardous Waste

Hazardous waste is waste with properties that make it dangerous or potentially harmful to human health or the environment. Residential Hazardous Wastes are products purchased for use in or around the home, that when improperly discarded, may threaten human health or the environment including household cleaners; deodorizers; personal hygiene products; pesticides; herbicides; insecticides; pet care products; paint products; photographic chemicals; swimming pool chemicals; and automotive products & fluids.<sup>2</sup> Business Hazardous Waste is generated during the course of operating a business including schools, government agencies, churches, farms, landlords, property managers, ranches, non-profit organizations as well as conventional businesses. Kern County area landfills do not accept hazardous waste. However, households may bring residential hazardous wastes to one of three County Special Waste facilities or

hazardous waste collection events in the county, while businesses that generate hazardous waste are required by state and federal law to contract with registered hazardous waste transporters and disposers. The Kern County Special Waste Facilities serve the hazardous waste disposal needs of Kern County businesses including within the City of Arvin. The Conditionally Exempt Small Quantity Generator (CESQG) Program allows eligible businesses to bring hazardous waste to one of three Special Waste Facilities serving Kern County. State and Federal Laws limit the use of this type of program to businesses that qualify as a CESQG. Businesses generating larger amounts are required to use a licensed hazardous waste hauler to manifest and transport their waste. Historical accumulations of waste may require the services of a licensed hazardous waste hauler.

## **OIL WELLS – SITE DEVELOPMNET ADJACENT TO AND OVER ABANDONED OIL AND GAS WELLS**

### **Oil Well Hazards**

The City of Arvin has a number of active and abandoned Oil and Gas Wells within its jurisdiction and within its Sphere of Influence. Issues related to the oil well productions include occasional spills of crude oil and groundwater contamination. More long-term issues involve the decommissioning of the oil wells, abandonment of the wells and development of the area after it is no longer used as an oil well. Wells must be vented to the atmosphere and plugged for several hundred feet with cement or clay-based mud according to the specification in the

Hazards exist for both active and abandoned oil wells. Potential hazards from active oil wells include potential soil and groundwater contamination, as well as release of methane gas. The abandonment of oil wells falls with the jurisdiction of the California Department of Conservation, Oil, Gas, and Geothermal Resources (DOGGR). Oil wells are subject to regulation and oversight by DOGGR. Additionally, DOGGR provides regulations regarding the placement of structures on abandoned oil well sites. Abandoned wells must be vented to the atmosphere and plugged. A well is plugged by placing cement in the well-bore or casing at certain intervals as specified in California laws or regulations (Abandonment/Reabandonment Guidelines) published by and regulated by the California Department of Oil, Gas, and Geothermal Resources (Division).

### **Construction Site Well Review Program:**

Prior to the development of lands where abandoned or activity wells exist, the City will contact the Department of Conservation's Division of Oil, Gas, and Geothermal Resources (Division) for assistance in the development review process. The Department of Conservation's Division of Oil, Gas, and Geothermal Resources (Division) is charged with implementing Section 3208.1 of the *Public Resources Code (PRC)*. As a result, the Division developed the Construction Site Well Review Program to assist local permitting agencies in identifying and reviewing the status of oil or gas wells located near or beneath proposed structures.

Before issuing building or grading permits, local permitting agencies review and implement the Division's preconstruction well requirements. Interaction between local permitting agencies and the Division helps resolve land-use issues and allows for responsible development in oil and gas fields.

California Public Resources Code Section 3208.1 intent is to prevent, as far as possible, damage to life, health, and property. The operator responsible for plugging and abandoning deserted wells under Section 3237 shall be responsible for the reabandonment as provided in Section 3208.1(a).

## FIRE HAZARDS

### Wildland Fires

A wildland fire is a large destructive fire that spreads quickly over woodland or brush. The California Department of Forestry and Fire Protection (CAL FIRE) conducts fire hazard severity mapping including mapping areas of significant fire hazards based on fuels, terrain, weather, and other relevant factors. These zones, referred to as Fire Hazard Severity Zones (FHSZ), define the application of various mitigation strategies to reduce risk associated with wildland fires. According to the Kern County Fire Hazard Severity Zone (FHSZ) map, there are no Fire Hazard Severity Zones (FHSZ) located within the Arvin Planning Area.

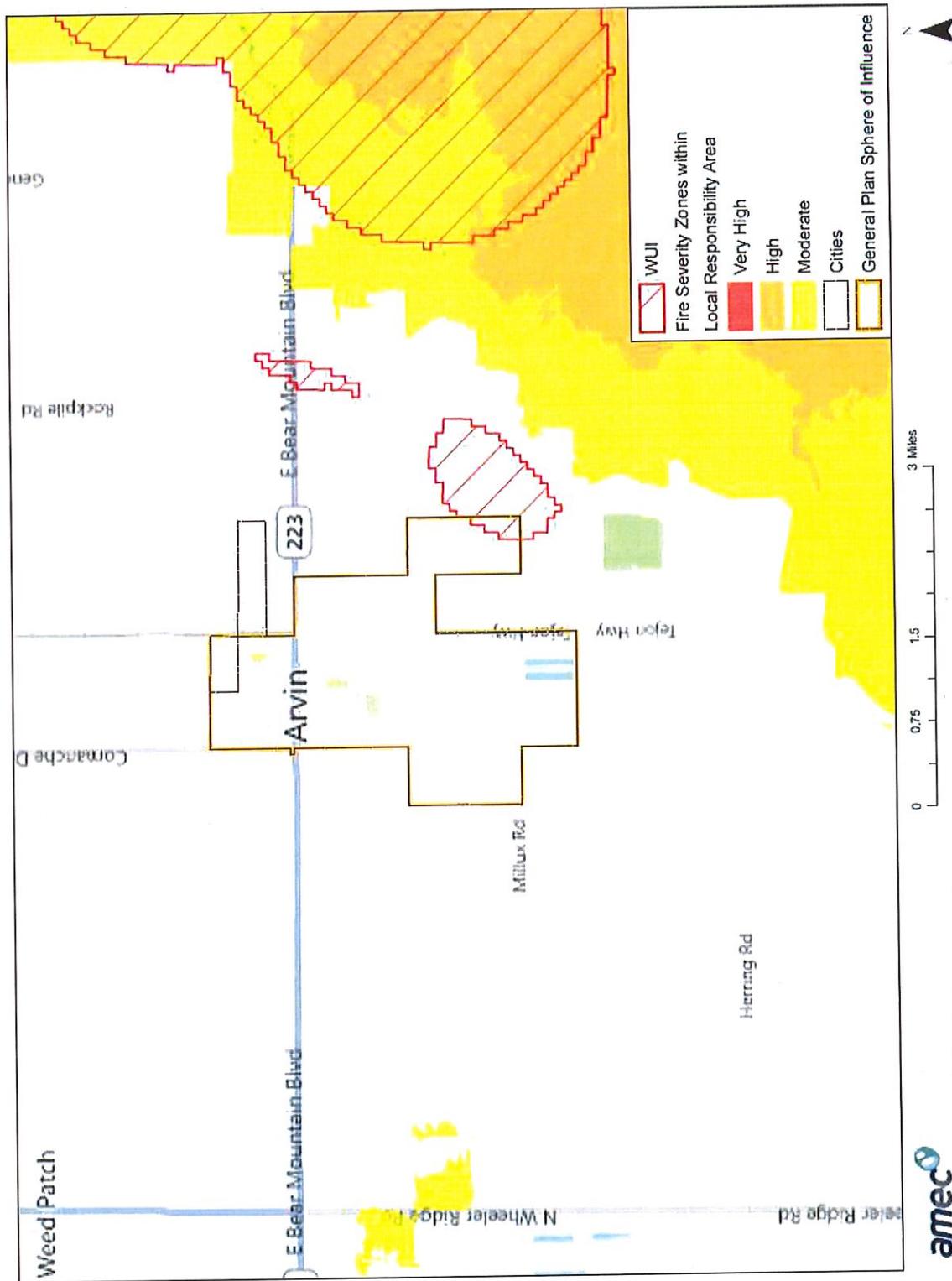
### Structure Fires

There is the potential for Arvin to experience structure fires, including homes, industrial and commercial buildings, and other facilities. Many fires are related to human behavior or buildings that do not meet current fire regulations. Fires vary in terms of their potential threat to life and property. Areas with older buildings and deteriorated structures tend to have higher fire hazards. Generally, the risk of injury and damage is greater for higher occupancy structures, such as apartment buildings, hotels, hospitals, and churches. Land use considerations affect fire potential, as industrial and commercial areas tend to have higher risks of fire associated with operations. Consideration for fire protection in the City also involves adequate access for fire and emergency response as new areas develop within the Planning Area.

## AIRPORT OPERATIONS

The nearest public use airport is the Bakersfield Municipal Airport which is located approximately 18 miles to the northwest, and the nearest private airport is the agricultural (crop dusting) landing strip located approximately on quarter mile to the southwest of the city limits.

Figure 4.82. City of Arvin Wildfire Risk



## EMERGENCY SERVICES, PREPAREDNESS, AND RESPONSE

### Fire Protection Services

The City of Arvin provides fire prevention, fire protection, emergency medical services, and related services through a contract with the Kern County Fire Department (KCFD). Other Fire Department functions include hazardous materials mitigation, public education and training, arson investigation, air operations, and apparatus maintenance. The Department provides service to Arvin and the surrounding area from Station 54 located at 301 Campus Drive in Arvin (Figure II-3). KCFD employs more than 625 permanent staff, and serves an area spanning more than 8,000 square miles and a population of more than 500,000. Station 54 maintains a staff of three full-time firefighters equipped with two Type 1 engines and one Type 4 FWD Watershed Patrol. In the event that additional personnel are needed to address an emergency, Station 51 is located in Lamont approximately 6.2 miles to the northwest.

### Fire Prevention

The fire prevention inspection program consists of Title 19 mandatory inspections, miscellaneous or permit inspections and the Company Fire inspections which are completed by fire station personnel.<sup>3</sup> Arvin utilizes its Municipal Code to promote public safety and welfare and to prescribe regulations governing conditions hazardous to life and property from fire or explosions by the adoption of minimum fire prevention standards.

### Police Protection Services

The Arvin Police Department is a full-service department with a variety of specialties and community services. The Police Department strives to work as partners with the community to serve and protect. They provide law enforcement services that focus on building the quality of life of citizens and visitors in the City through proactive problem solving, fair and equitable police services, and utilizing resources effectively. The Police Department ensures public safety in the community by responding to all crime-related matters, hazardous situation incidents, neighborhood disputes, and suspicious activities.

The City's public safety services include Administration, Animal Control, Dispatch, Patrol, School Resources Officer. The Traffic Division is dedicated to keeping citizens safe in the City whether they are driving, biking, or walking by incorporating traffic education through enforcement, seminars at local schools to educate students on the rules of the roadway and to conduct traffic collision investigations. The Police Department School several community programs including the Police Explorer Program that allows community members to experience first-hand how the department functions and what it takes to get started in a law enforcement career and the Citizen Volunteer Program in which volunteers donate their time assisting patrol officers or attending special events.

## Emergency Medical Services

The Emergency Medical Services Department (EMS) is the lead agency for the emergency medical services system in Kern County. In Kern County, the Board of Supervisors designated the EMS Department as the Local EMS Agency. The Kern County Ambulance Ordinance, which governs the majority of the pre-hospital systems in the County, was adopted by the Board of Supervisors in November 1990, and became effective on February 28, 1991. As a result of this ordinance and the subsequent regulations, the EMS System in Kern County became more structured and included, for the first time, measurable standards for the response of paramedic level of care to the citizens of Kern County during an emergency. EMS is responsible for coordinating all system participants in the County. Participants include the public, fire departments, ambulance companies, other emergency service providers, hospitals, and EMT training programs. EMS also provides certification and re-certification for EMT's, paramedics, specialized nurses, and specialized dispatchers.

EMS includes a system of services organized to provide rapid response to serious medical emergencies, including immediate medical care and patient transport to definitive care in an appropriate hospital setting. While most EMS responses are day-to-day emergencies, EMS agencies also plan and prepare for disaster medical response. In addition, EMS is becoming more and more involved with preventative health care and managed care in the overall scope of its functions. EMS includes:<sup>4</sup>

- Public safety dispatch;
- Fire services first response and treatment;
- Private ground and air ambulance response, treatment and transport;
- Law enforcement agencies;
- Hospitals and specialty care centers;
- Training institutions and programs for EMS personnel;
- Managed care organizations;
- Preventative health care; and
- Citizen and medical advisory groups.

## Emergency Communications Center

The Emergency Communications Center (ECC) is responsible for receiving and dispatching all fire, medical and rescue calls. The ECC receives transfers calls from 21 different law enforcement agencies and gives calls to seven different private ambulance companies with an annual call volume at approximately 86,000 calls. All calls requiring medical aid or ambulance dispatch are put through the National Academy of Emergency Medical Dispatch (EMD) protocols, insuring that all medically related calls will be processed the same way and the appropriate response is sent on every call. It also requires dispatchers to remain on the line for life threatening emergencies and give appropriate pre-arrival instructions to the caller such as CPR, the Heimlich maneuver, and childbirth. During fire season, wildland fire dispatching is a large part of ECC operations, utilizing Resource Ordering and Status System (ROSS) to ensure that responders receive the needed resources to fight wildland fires, from engines, bull dozers, hand crews, and aircraft.

## Emergency Operations Center

The Emergency Operations Center (EOC) is a centralized location to support multi-agency and/or multi-jurisdiction disaster response coordination and communication. Unique to the State of California is the definition of an Operational Area, which includes all political subdivisions within the County boundary. On behalf of the Kern Operational Area, the Kern County EOC will serve as the designated point of contact between the jurisdictions within the County, as well as between the State and the Operational Area. During an emergency, staff in the EOC will facilitate effective emergency management. The EOC supports multi-agency and multi-jurisdiction coordination and communication.

## Emergency Operations Plan

The Kern County Emergency Operations Plan establishes an emergency management organization and assigns functions and tasks consistent with California's Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS). The County of Kern is the lead agency for the Kern Operational Area and is tasked to coordinate emergency activities between the county, cities, and special districts and to serve as a communications link focusing on the collection, processing, and dissemination of vital disaster information. The Plan provides for the integration and coordination of planning efforts of the County/Operational Area with those of its cities, special districts and the state. The content is based on guidance provided by the California Emergency Management Agency, FEMA, and Department of Homeland Security. The intent of the Plan is to facilitate emergency response and short-term recovery by providing a framework for response to all significant emergencies, regardless of the nature of the event. The Plan is comprised of four major parts as follows:<sup>5</sup>

- **Basic Plan** – Overview of County/Operational Area's emergency management program, Emergency Management Organization, and concept of emergency operations.
- **General Procedures** – Emergency procedures to be implemented by employees at the time of a major emergency or disaster.
- **Emergency Operations Center (EOC) Procedures and Annexes** – EOC procedures, annex and checklists for each major EOC function, and resource and contact lists.
- **Contingency Plans** – Event-specific information and emergency instructions (e.g., Terrorism). The Contingency Plans are separate documents that may be implemented independent of the Plan and are incorporated into the Plan by reference.

Further, Kern County's Health and Medical Branch, comprised of EMS, Department of Public Health (DPH), Environmental Health Services (EHS) and Mental Health Services (MHS), oversees and coordinates disaster medical and mental health care and public and environmental health services on a countywide basis in the field, Department Operations Centers (DOC), and County/Operational Area (OA) Emergency Operations Center (EOC).

## Terrorism Response and Recovery Plan

The Terrorism Response and Recovery Plan describes the emergency procedures that will be used in the event of a terrorist threat or incident that occurs or impacts the Kern County Operational Area (OA), which includes Arvin. This Plan is designed to establish responsibilities, and to coordinate preparedness, response, and recovery from a terrorist initiated incident, with emphasis placed upon incidents involving Weapons of Mass Destruction (WMD). The contingency plan supplements the existing Kern County Emergency Operations Plan. It is intended to provide general guidance. Actual response will be dependent upon conditions existing at the time of the emergency, including the availability of local and mutual aid resources.

## Evacuation Routes

Currently, the City of Arvin has no defined emergency routes. SR 233 (Bear Mountain Boulevard) would serve as the primary emergency route since it bisects the City and provides an east west regional access to SR-99 and I-5 within Kern County and Sr-58 (Bakersfield-Tehachapi Hwy) to the east.

## Emergency Incident Information and Notification

Kern County has implemented ReadyKern, an emergency notification system that alerts residents and businesses about natural disasters and other crises. The emergency notification system enables Kern County to provide essential information quickly in a variety of situations, such as earthquakes, severe weather, fires, floods, or evacuation of buildings or neighbourhoods. Residents and businesses with listed telephone numbers and those that register for notifications receive a message about a potential safety hazard or concern. Messages are sent to all standard voice and text communication devices, including land line phones, cell phones, and e-mail. If receipt of the message is not confirmed, the system will try to reach the second contact number or email. The system will continue trying to contact someone until it receives a confirmation.

When the EOC is activated during an emergency, the Joint Information Center (JIC) is established to coordinate, develop, and disseminate emergency-related public information. The JIC is the central point of contact for all news media. Public information officials from all participating agencies/jurisdictions are collocated at the JIC. The news media receives regular briefings about the emergency in the Media Room adjacent to the JIC.

## GOALS AND POLICIES

This section contains goals and policies that provide for the safety and protection of life and property from the occurrence of a natural or manmade hazard. Citywide safety goals and policies apply generally to any potential hazardous event, which may be addressed further in topic-specific goals and policies.

Attachment: Attachment 4 - Staff Report and Resolution of Dec 11, 2018 Planning Commission Mtg - Safety Element Update (Public Hearing -

## Citywide Safety

- Goal SAF-1:** A community protected from and prepared for natural and man-made hazards.
- Policy SAF-1.1: Support projects, programs, policies, and regulations to mitigate potential impacts associated with natural and man-made hazards.
- Policy SAF-1.2: Regularly participate in the maintain and update of the Kern County Multi-Jurisdiction Hazard Maintenance Plan relevant to the Arvin Local Hazard Mitigation Plan.
- Policy SAF-1.3: Support programs, policies, and regulations that discourage or limit development within areas that are vulnerable to natural disasters, particularly in areas with recurring damage.
- Policy SAF-1.4: Support programs that promote greater public awareness of disaster risks, personal and business risk reduction, and personal and neighborhood emergency response.
- Policy SAF-1.5: Investigate and pursue available funding sources to fund safety programs, provide services, upgrade/construct facilities, and purchase equipment.

## Geologic and Seismic Hazards

- Goal SAF-2:** A community protected from loss of life or injury and damage to property due to geologic and seismic hazards.
- Policy SAF-2.1: Continue to incorporate geotechnical hazard data in future land use decision-making, site design, and construction standards.
- Policy SAF-2.2: Adopt the latest version of the building codes adopted by the State of California and ensure implementation in all new construction and renovations.
- Policy SAF-2.3: Require site-specific soils and/or geologic reports for development in areas where potentially serious geologic risks exist.
- Policy SAF-2.4: Monitor and enforce mitigation measures to reduce risks for projects where seismic and geologic hazards can be mitigated and prohibit development in areas where seismic and geologic hazards cannot be mitigated.
- Policy SAF-2.5: Promote the upgrade, retrofitting, and/or relocation of all existing critical facilities (e.g., police and fire stations, hospitals, schools, community centers, water facilities, public works yard, emergency access routes) and other important public facilities that do not meet current building code standards and are within areas of seismic or geologic hazard risks.
- Policy SAF-2.6: Continue to seek out opportunities to educate and encourage the community on ways to implement measures to mitigate potential injury and damage associated with earthquakes.

## Flood Hazards

- Goal SAF-3:** A community protected from loss of life or injury and damage to property due to flood hazards.
- Policy SAF-3.1:** Continue to work with the appropriate local, State, and Federal agencies to maintain the most current flood hazard and floodplain information and use it as a basis for project review and to guide development.
- Policy SAF-3.2:** Actively promote and participate in a regional drainage analysis and implementation of regional and local flood control measures to reduce regional flooding conditions within the City.
- Policy SAF-3.3:** Continue to participate in the National Flood Insurance Program (NFIP) and ensure that City regulations are in full compliance with the standards adopted by the Federal Emergency Management Agency (FEMA).
- Policy SAF-3.4:** Implement recommendations contained in the Arvin Storm Drain Master Plan that are within the City's jurisdiction.
- Policy SAF-3.5:** Minimize whenever possible flood risks associated with existing development.
- Policy SAF-3.6:** Require evaluation of potential flood hazards prior to approval of grading permits and require floor elevation certification as required by Chapter 15.32 Flood Management.
- Policy SAF-3.7:** Identify construction or other methods to minimize damage if new development is located in flood hazard zones.
- Policy SAF-3.8:** Prohibit or require mitigation of new development within the 100-year flood zone unless it can be shown that the development will not:
- Create danger to life and property due to increased flood heights or velocities caused by excavation, fill, roads and intended use.
  - Create difficult emergency vehicle access in times of flood.
  - Create a safety hazard due to the unexpected heights velocity, duration, rate of rise and sediment transport of the flood waters at the site.
  - Create excessive costs in providing governmental services during and after flood conditions, including maintenance and repair of public facilities.
  - Interfere with the existing waterflow capacity of the floodway.
  - Substantially increase erosion and/or sedimentation.
  - Change the water storage/volume capacity of the flood basin.
- Policy SAF-3.9:** Require that essential public facilities be located and designed to mitigate potential flood risk to ensure long term operation.
- Policy SAF-3.10:** Promote low impact development techniques and design features such as pervious paving, on-site groundwater recharge, rainwater harvesting, minimization of building footprints, and bioretention to improve defensive measures against storm events and stormwater pollution.

Policy SAF-3.11: Educate property owners and residents located in flood hazard areas about opportunities to mitigate flood hazards and damage, implementation of flood preparation activities, and evacuation and recovery efforts associated with a flooding event.

Policy SAF-3.12: Continue to encourage and support efforts of Kern County and the Bureau of Reclamation in the proper maintenance and repairs of the Friant-Kern Canal are accomplished.

## Hazardous Materials

**Goal SAF-4: A community protected from the harmful effects of hazardous materials, hazardous waste, and environmental contamination.**

Policy SAF-4.1: Ensure that land uses involved in the production, storage, transportation, handling, or disposal of hazardous materials are located and operated to reduce risk to other land uses.

Policy SAF-4.2: When approving new development, ensure that the site:

- Is sufficiently surveyed for contamination and remediation, particularly for sensitive uses near existing or former toxic or industrial sites.
- Is adequately remediated to meet all applicable laws and regulations, if necessary.
- Is suitable for human habitation.
- Is protected from known hazardous and toxic materials.
- Does not pose higher than average health risks from exposure to hazardous materials.

Policy SAF-4.3: Assist the Kern County Health Department in the monitoring operations of businesses and individuals that handle hazardous materials through the planning and business permit processes.

Policy SAF-4.4: Work with the appropriate Federal, State, regional, and local agencies to identify previously unidentified contaminated sites in the City, particularly on sites with a high likelihood of past contamination, such as old gas stations or industrial sites, and work with the property owners and applicable agencies to remediate them.

Policy SAF-4.5: Ensure the safe transport of hazardous materials through the City by:

- Restricting transport of hazardous materials within Arvin to designated routes.
- Prohibiting the parking of vehicles transporting hazardous materials on City streets.
- Requiring new pipelines or other channels carrying hazardous materials avoid residential areas to the greatest extent possible.

Policy SAF-4.6: Support Caltrans and California Highway Patrol efforts to ensure safe transportation of hazardous materials on SR-223 (Bear Mountain Blvd.)

- Policy SAF-4.7: Assist Kern County Health Department in the education of residents and businesses on how to reduce or eliminate the use of hazardous materials and products, and encourage the use of safer, nontoxic, environmentally friendly equivalents.
- Policy SAF-4.8: Assist Kern County Health Department and the Sanitation District in raising public awareness of appropriate disposal for household hazardous waste, and publicize collection events and locations.
- Policy SAF-4.9: Prior to the development of lands where abandoned or activity wells exist, the City will contact the Department of Conservation's Division of Oil, Gas, and Geothermal Resources (Division) for assistance in the development review process. The Department of Conservation's Division of Oil, Gas, and Geothermal Resources (Division) is charged with implementing Section 3208.1 of the *Public Resources Code (PRC)*. As a result, the Division developed the Construction Site Well Review Program to assist local permitting agencies in identifying and reviewing the status of oil or gas wells located near or beneath proposed structures.
- Before issuing building or grading permits, local permitting agencies review and implement the Division's preconstruction well requirements. Interaction between local permitting agencies and the Division helps resolve land-use issues and allows for responsible development in oil and gas fields.
- California Public Resources Code Section 3208.1 intent is to prevent, as far as possible, damage to life, health, and property. The operator responsible for plugging and abandoning deserted wells under Section 3237 shall be responsible for the reabandonment as provided in Section 3208.1(a).

## Fire Hazards

- Goal SAF-5: A community protected from loss of life or injury and damage to property due to fire hazards.**
- Policy SAF-5.1: Continue to coordinate fire protection services with Kern County Fire Department to ensure sufficient capacity, stations, personnel, and equipment are available to meet growth needs in Arvin for fire protection and related emergency services.
- Policy SAF-5.2: Ensure adequate water supply and water pressure is provided throughout the City for firefighting purposes.
- Policy SAF-5.3: Ensure all new development provides adequate access for emergency vehicles and evacuation.
- Policy SAF-5.4: Regularly update building and fire codes to provide for fire safety design.
- Policy SAF-5.5: Promote public safety education programs to reduce accidents, injuries, and fires, as well as to train members of the public to respond to emergencies.

- Policy SAF-5.6 Investigate the development and adoption of Fire Impact Fees to off-set the increase cost of fire protection.
- Policy SAF-5.7 Enforce and maintain weed abatement and brush clearance programs to reduce Fire hazards to developed property in the immediate vicinity of vacant undeveloped land.

### Emergency Services, Preparedness, and Response

- Goal SAF-6:** A community prepared to provide effective response and recovery efforts in the event of an emergency.
- Policy SAF-6.1: Continue to implement emergency preparedness and response measures in coordination with Kern County's Emergency Operations Plan.
- Policy SAF-6.2: Participate in Kern County trainings on emergency operations procedures and response.
- Policy SAF-6.3: Support policies and programs that ensure adequate resources are available to respond to health, fire, and police emergencies.
- Policy SAF-6.4: Investigate and seek out opportunities to improve emergency access and circulation throughout the community.
- Policy SAF-6.5: As in the development of and provide residents and businesses with information about local safety hazards and emergency plans, including evacuation plans and procedures to accommodate special needs populations and efficient post-disaster recovery.
- Policy SAF-6.6: Support policies and programs to involve and educate the community in emergency preparedness.
- Policy SAF-6.7: Collaborate with the school district, businesses, nonprofit organizations, and community members/groups to maintain safety throughout the City.
- Policy SAF-6.8: Involve the Police Department in the development review process to address safety concerns, access issues, and potential traffic conflicts, and identify opportunities to apply Crime Prevention Through Environmental Design (CPTED) principles.

# Attachment 1: Excerpt from 2013-2023 Housing Element – Housing Element Programs (Safety Element Update)

## VI. 2013-2023 Housing Plan

In accordance with State Housing Element law, this section presents a statement of goals, policies and priorities. The statement is intended to convey to the community at large Arvin’s plan to provide a variety of housing types for all economic segments of the community. In addition, the goals, policies and priorities also serve as a framework or foundation for the evolution, initiation and implementation of specific programs and actions to improve the existing housing stock, produce new housing, provide financial assistance and to mitigate the adverse impacts of economic and market constraints.

### C. Housing Element Programs

This section of the Housing Element defines the actions the City will implement to achieve the identified housing policies during the 2013-2023 planning period. Arvin’s housing programs address the following five major areas:

- **Maintaining and preserving he existing affordable housing stock;**
- **Assisting in the provision of housing;**
- **Removing governmental constraints, as necessary;**
- **Providing adequate sites to achieve a variety and diversity of housing; and**
- **Promoting equal housing opportunity.**

**The housing plan for addressing unmet needs, removing constraints, and achieving quantitative objectives is described in this section according to the above five areas. The housing programs discussed in this section include existing programs as well as new programs that have been added to address the unmet housing needs.**

### 13. Update and Amend the General Plan and Zoning Ordinance

h) **General Plan Consistency.** State law (GC Section 65302(g)) requires the safety and conservation elements of the general plan to include analysis and policies regarding fire and flood hazards management. In addition, GC Section 56430 requires the land use element to address disadvantaged communities (unincorporated island or fringe communities within spheres of influence areas or isolated long established "legacy" communities) based on available data. As part of these requirement the City will amend these General Plan elements to comply with State law. Furthermore, to ensure all Elements of the General Plan be internally consistent, the City will annually review the Housing Element for consistency with the General Plan as part of the General Plan Progress Report.

**Objective:** 1) Amend the Safety and Conservation Elements of the General Plan to include policies regarding fire and flood hazard management, and the Land Use Element to address disadvantaged communities.

2) Prepare the General Plan Progress Report

**Agency:** City of Arvin CDD

**Financing:** General Fund

**Time Frame:** 1) Concurrent with the adoption of the 2013-2023 Housing Element Amendment in 2017/18.

2) Annually 2017-2023

ATTACHMENT 2: **Government Code 65302**

**(g)** (1) A safety element for the protection of the community from any unreasonable risks associated with the effects of seismically induced surface rupture, ground shaking, ground failure, tsunami, seiche, and dam failure; slope instability leading to mudslides and landslides; subsidence; liquefaction; and other seismic hazards identified pursuant to Chapter 7.8 (commencing with Section 2690) of Division 2 of the Public Resources Code, and other geologic hazards known to the legislative body; flooding; and wildland and urban fires. The safety element shall include mapping of known seismic and other geologic hazards. It shall also address evacuation routes, military installations, peakload water supply requirements, and minimum road widths and clearances around structures, as those items relate to identified fire and geologic hazards.

(2) The safety element, upon the next revision of the housing element on or after **January 1, 2009, shall** also do the following:

(A) Identify information regarding flood hazards, including, but not limited to, the following:

(i) **Flood hazard zones**. As used in this subdivision, "flood hazard zone" means an area subject to flooding that is delineated as either a special hazard area or an area of moderate or minimal hazard on an official flood insurance rate map issued by the Federal Emergency Management Agency (FEMA). The identification of a flood hazard zone does not imply that areas outside the flood hazard zones or uses permitted within flood hazard zones will be free from flooding or flood damage.

(ii) **National Flood Insurance Program maps** published by FEMA.

(iii) **Information about flood hazards** that is available from the United States Army Corps of Engineers.

(iv) **Designated floodway maps** that are available from the Central Valley Flood Protection Board.

(v) **Dam failure inundation maps** prepared pursuant to Section 6161 of the Water Code that are available from the Department of Water Resources.

(vi) **Awareness Floodplain Mapping Program maps and 200-year flood plain maps** that are or may be available from, or accepted by, the Department of Water Resources.

(vii) **Maps of levee protection zones**.

(viii) **Areas subject to inundation** in the event of **the failure of project or nonproject levees or floodwalls**.

(ix) **Historical data on flooding**, including locally prepared maps of areas that are subject to flooding, areas that are vulnerable to flooding after wildfires, and sites that have been repeatedly damaged by flooding.

(x) **Existing and planned development in flood hazard zones**, including structures, roads, utilities, and essential public facilities.

(xi) **Local, state, and federal agencies with responsibility for flood protection, including special districts and local offices of emergency services**.

(B) Establish a set of **comprehensive goals, policies, and objectives based on the information identified pursuant to subparagraph (A)**, for the protection of the community from the unreasonable risks of flooding, including, but not limited to:

(i) **Avoiding or minimizing the risks** of flooding to new development.

(ii) **Evaluating whether new development** should be located in flood hazard zones,

**ATTACHMENT 2: Government Code 65302**

and identifying construction methods or other methods to minimize damage if new development is located in flood hazard zones.

(iii) Maintaining the structural and operational integrity of essential public facilities during flooding.

(iv) Locating, when feasible, new essential public facilities outside of flood hazard zones, including hospitals and health care facilities, emergency shelters, fire stations, emergency command centers, and emergency communications facilities or identifying construction methods or other methods to minimize damage if these facilities are located in flood hazard zones.

(v) Establishing cooperative working relationships among public agencies with responsibility for flood protection.

(C) Establish a set of feasible implementation measures designed to carry out the goals, policies, and objectives established pursuant to subparagraph (B).

(3) Upon the next revision of the housing element on or after **January 1, 2014**, the safety element shall be reviewed and updated as necessary to **address the risk of fire for land classified as state responsibility areas, as defined in Section 4102 of the Public Resources Code, and land classified as very high fire hazard severity zones, as defined in Section 51177**. This review shall consider the advice included in the Office of Planning and Research's most recent publication of "Fire Hazard Planning, General Plan Technical Advice Series" and shall also include all of the following:

(A) Information regarding fire hazards, including, but not limited to, all of the following:

(i) Fire hazard severity zone maps available from the Department of Forestry and Fire Protection.

(ii) Any historical data on wildfires available from local agencies or a reference to where the data can be found.

(iii) Information about wildfire hazard areas that may be available from the United States Geological Survey.

(iv) General location and distribution of existing and planned uses of land in very high fire hazard severity zones and in state responsibility areas, including structures, roads, utilities, and essential public facilities. The location and distribution of planned uses of land shall not require defensible space compliance measures required by state law or local ordinance to occur on publicly owned lands or open space designations of homeowner associations.

(v) Local, state, and federal agencies with responsibility for fire protection, including special districts and local offices of emergency services.

(B) A set of goals, policies, and objectives based on the information identified pursuant to subparagraph (A) for the protection of the community from the unreasonable risk of wildfire.

(C) A set of feasible implementation measures designed to carry out the goals, policies, and objectives based on the information identified pursuant to subparagraph (B) including, but not limited to, all of the following:

(i) Avoiding or minimizing the wildfire hazards associated with new uses of land.

(ii) Locating, when feasible, new essential public facilities outside of high fire risk areas, including, but not limited to, hospitals and health care facilities, emergency

**ATTACHMENT 2: Government Code 65302**

shelters, emergency command centers, and emergency communications facilities, or identifying construction methods or other methods to minimize damage if these facilities are located in a state responsibility area or very high fire hazard severity zone.

(iii) **Designing adequate infrastructure if a new development is located** in a state responsibility area or in a very high fire hazard severity zone, including safe access for emergency response vehicles, visible street signs, and water supplies for structural fire suppression.

(iv) **Working cooperatively with public agencies** with responsibility for fire protection.

(D) If a **city or county has adopted a fire safety plan or document separate from the general plan, an attachment of, or reference to, a city or county's adopted fire safety plan or document that fulfills commensurate goals and objectives and contains information required pursuant to this paragraph.**

(4) **Upon the next revision of a local hazard mitigation plan,** adopted in accordance with the federal Disaster Mitigation Act of 2000 (Public Law 106-390), on or after **January 1, 2017,** or, if a local jurisdiction has not adopted a local hazard mitigation plan, beginning **on or before January 1, 2022,** the safety element shall be reviewed and updated as necessary **to address climate adaptation and resiliency strategies applicable to the city or county.** This review shall consider advice provided in the Office of Planning and Research's General Plan Guidelines and shall include all of the following:

(A) (i) A vulnerability assessment that identifies the risks that climate change poses to the local jurisdiction and the geographic areas at risk from climate change impacts, including, but not limited to, an assessment of how climate change may affect the risks addressed pursuant to paragraphs (2) and (3).

(ii) Information that may be available from federal, state, regional, and local agencies that will assist in developing the vulnerability assessment and the adaptation policies and strategies required pursuant to subparagraph (B), including, but not limited to, all of the following:

(I) Information from the **Internet-based Cal-Adapt tool.**

(II) Information from the most recent version of the California Adaptation Planning Guide.

(III) Information from local agencies on the types of assets, resources, and populations that will be sensitive to **various climate change exposures.**

(IV) Information from local agencies on their current ability to deal with the impacts of climate change.

(V) Historical data on natural events and hazards, including locally prepared maps of areas subject to previous risk, areas that are vulnerable, and sites that have been repeatedly damaged.

(VI) Existing and planned development in identified at-risk areas, including structures, roads, utilities, and essential public facilities.

(VII) Federal, state, regional, and local agencies with responsibility for the protection of public health and safety and the environment, including special districts and local offices of emergency services.

(B) A set of adaptation and resilience goals, policies, and objectives based on the information specified in subparagraph (A) for the protection of the community.

**ATTACHMENT 2: Government Code 65302**

(C) A set of feasible implementation measures designed to carry out the goals, policies, and objectives identified pursuant to subparagraph (B) including, but not limited to, all of the following:

- (i) Feasible methods to avoid or minimize climate change impacts associated with new uses of land.
- (ii) The location, when feasible, of new essential public facilities outside of at-risk areas, including, but not limited to, hospitals and health care facilities, emergency shelters, emergency command centers, and emergency communications facilities, or identifying construction methods or other methods to minimize damage if these facilities are located in at-risk areas.
- (iii) The designation of adequate and feasible infrastructure located in an at-risk area.
- (iv) Guidelines for working cooperatively with relevant local, regional, state, and federal agencies.
- (v) The identification of natural infrastructure that may be used in adaptation projects, where feasible. Where feasible, the plan shall use existing natural features and ecosystem processes, or the restoration of natural features and ecosystem processes, when developing alternatives for consideration. For the purposes of this clause, "natural infrastructure" means the preservation or restoration of ecological systems, or utilization of engineered systems that use ecological processes, to increase resiliency to climate change, manage other environmental hazards, or both. This may include, but is not limited to, floodplain and wetlands restoration or preservation, combining levees with restored natural systems to reduce flood risk, and urban tree planting to mitigate high heat days.

(D) (i) **If a city or county has adopted the local hazard mitigation plan, or other climate adaptation plan or document that fulfills commensurate goals and objectives and contains the information required pursuant to this paragraph, separate from the general plan, an attachment of, or reference to, the local hazard mitigation plan or other climate adaptation plan or document.**

(ii) Cities or counties that have an adopted hazard mitigation plan, or other climate adaptation plan or document that substantially complies with this section, or have substantially equivalent provisions to this subdivision in their general plans, **may use that information in the safety element to comply with this subdivision, and shall summarize and incorporate by reference into the safety element the other general plan provisions, climate adaptation plan or document, specifically showing how each requirement of this subdivision has been met.**

(5) After the initial revision of the safety element pursuant to paragraphs (2) and (3) upon each revision of the housing element, the planning agency shall review and, if necessary, revise the safety element to identify new information relating to flood and fire hazards that was not available during the previous revision of the safety element.

(6) **Cities and counties that have flood plain management ordinances that have been approved by FEMA that substantially comply with this section, or have substantially equivalent provisions to this subdivision in their general plans, may use that information in the safety element to comply**

ATTACHMENT 2: **Government Code 65302**

**with this subdivision, and shall summarize and incorporate by reference into the safety element the other general plan provisions or the flood plain ordinance, specifically showing how each requirement of this subdivision has been met.**

(7) Prior to the periodic review of its general plan and prior to preparing or revising its safety element, each city and county **shall consult the California Geological Survey of the Department of Conservation, the Central Valley Flood Protection Board, if the city or county is located within the boundaries of the Sacramento and San Joaquin Drainage District, as set forth in Section 8501 of the Water Code, and the Office of Emergency Services for the purpose of including information known by and available to the department, the agency, and the board required by this subdivision.**

(8) To the extent that a county's safety element is sufficiently detailed and contains appropriate policies and programs for adoption by a city, a city may adopt that portion of the county's safety element that pertains to the city's planning area in satisfaction of the requirement imposed by this subdivision

**65302.5. (NOTE: Submit to California Geological Survey of the Department of Conservation 45 Days)**

(a) At least 45 days prior to adoption or amendment of the safety element, each county and **city shall submit to the California Geological Survey of the Department of Conservation one copy of a draft of the safety element or amendment and any technical studies used for developing the safety element. The division may review drafts submitted to it to determine whether they incorporate known seismic and other geologic hazard information, and report its findings to the planning agency within 30 days of receipt of the draft of the safety element or amendment pursuant to this subdivision.**



# CITY OF ARVIN

MAYOR  
Jose Gurrola

MAYOR PRO TEM  
Jazmin Robles

COUNCIL MEMBERS  
Jess Ortiz  
Erika Madrigal  
Gabriela Martinez

CITY MANAGER  
Alfonso Noyola

November 7, 2017

Department of Conservation  
California Geological Survey  
801 K Street, MS 12-30  
Sacramento, CA 95814

REF: City of Arvin – Draft Safety Element 2017 Update

Attn: California Geological Survey office,

The City of Arvin is in the process of updating its 1988 Safety Element and as is required by Section 65302.5(a) is submitting the element for your review. The City has a preliminary schedule of adoption on January 16, 2018 as the City Council hearing date. Your comments would be appreciated prior to December 12, 2017.

Enclosed is a hard copy of the Draft Safety Element Update and a compact disc containing the draft City of Arvin Safety Element and the Kern County Multi-Jurisdictional Hazard Management Plan. The City of Arvin City Council adopted the Kern County Multi-Jurisdictional Hazard Management Plan on March 18, 2014 by Resolution Number 2014-07.

Please forward your comments to:  
City of Arvin,  
Community Development Department,  
Planning Division,  
141 Plumtree Drive  
Arvin, Ca 93203.

My contact information is: Phone number 661-854-2622 and my email address is [mbrown@arvin.org](mailto:mbrown@arvin.org).

In addition, please cc: City Planner, Jake Raper. His contact information is:  
Jake Raper, JAS Contract Planner, 805-234-7908 and his email is [jakeraper@yahoo.com](mailto:jakeraper@yahoo.com).

Sincerely,

Marti Brown  
Community Development Director

Cc: City Planner, Jake Raper, JAS Contract Planner

## NOTICE OF PUBLIC HEARING

### Adoption of an Updated Safety Element to the City of Arvin's General Plan

Notice is hereby given that the City Council of the City of Arvin, California, will conduct a public hearing, at which time you may be present and be heard, to consider the following:

Adoption of a Resolution Amending the General Plan by Adopting an Updated Safety Element Consistent with the 2013-2023 Housing Element Work Programs, Including a Recommendation to Adopt an Exemption Pursuant California Environmental Quality Act Guidelines Section 15061(b)(3).

#### Arvin City Council Public Hearing Information

Date: January 22, 2019  
 Time: 5:00 PM or as the Agenda permits  
 Place: City of Arvin Council Chambers  
 200 Campus Drive, Arvin, CA 93203

The purpose of the proposed amendment is to implement the work programs as identified in the 2013-2023 Housing Element and Government Code Section 65302 by updating the Safety Element of the City of Arvin General Plan. The proposed Safety Element will update the General Plan to be consistent with the Government Code and implement the work programs as identified in the adopted Housing Element. The update will also bring the Safety Element into consistency with the 2012 Kern County Multi-Jurisdictional Hazard Mitigation Plan adopted by the City of Arvin.

Additional information on the proposed project and proposed environmental finding may be obtained from the City of Arvin, City Hall, 200 Campus Drive, Arvin, California, 93203, or the City's web site at [www.arvin.org](http://www.arvin.org).

All persons interested in this topic, who have questions, would like to provide feedback, or who have comments, are invited to attend. If you challenge the approval or denial of these matters in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Clerk, at or prior to, the public hearing. Address any communications or comments regarding the project to Cecilia Vela, City Clerk, at 200 Campus Drive, Arvin, CA 93203, (661) 854-3134, [cvela@arvin.org](mailto:cvela@arvin.org).

Cecilia Vela, City Clerk  
 Published: January 11, 2019, Bakersfield Californian



**CITY OF ARVIN  
Staff Report**

Meeting Date: January 22, 2019

<b>TO:</b>	City Council
<b>FROM:</b>	Cecilia Vela, City Clerk Jerry Breckinridge, City Manager
<b>SUBJECT:</b>	Consideration and Approval of Appointments of Councilmembers to Serve on Agency Boards/Committees

**RECOMMENDATION:**

Staff recommends that the Council nominate and appoint a councilmember to serve on each Board/Committee.

**BOARD/COMMITTEE INFORMATION:**

**KERN COUNCIL OF GOVERNMENTS (Kern COG):**

**Appointment of one (1) Alternate Board Member by the City Council.  
Mayor Gurrola currently serves as the Primary Board Member.**

**Meeting Schedule:**

Every 3rd Thursday at 6:00pm

**Meeting Location:**

KernCOG, 1401 19th Street, Suite 300  
Bakersfield, Ca 93301

**Stipend:**

\$100/meeting & mileage reimbursement. Provided to the attendee and one attendee per City only.

**Purpose/Duties/Objective:**

Kern COG, is an association of city and county governments created to address regional transportation issues. Its Member Agencies include the County of Kern and the 11 incorporated cities within Kern County. The Kern COG Board of Directors is comprised of one elected official from each of the 11 incorporated cities in Kern County, two Kern County Supervisors and ex-officio members representing Caltrans and Golden Empire Transit District. Monthly

board meetings provide the public forum for discussion and collaborative decision-making on significant issues of regional transportation and mobility. Meetings are held on the third Thursday of each month. As the federally-designated Metropolitan Planning Organization and the state-designated Regional Transportation Planning Agency for Kern County, Kern COG is responsible for developing and updating a variety of transportation plans and for allocating the federal and state funds to implement them. Following Board direction, staff coordinates between local, state, and federal agencies to avoid overlap or duplication of programs. This intergovernmental coordination enables staff to work with many public agencies to ensure that planning and implementation of programs proceed in a coordinated manner.

#### **CITY SELECTION COMMITTEE (CSC)**

**Appointment of one (1) Alternate Board Member by the Mayor.  
Mayor Gurrola currently serves as the Primary Board Member.**

#### **Meeting Schedule:**

Scheduled as needed. Approximately once per year.

#### **Meeting Location:**

Various locations within Kern County.

#### **Stipend:**

None

#### **Purpose/Duties/Objective:**

The CSC was established by Gov. Code 50270: In any county in which two or more cities are incorporated there is hereby created a city selection committee the purpose of which shall be to appoint city representatives to boards, commissions, and agencies as required by law. The membership of each such city selection committee shall consist of the mayor of each city within the county. Boards/Committees such as SJVAPCD, LAFCO, Emergency Medical Care Advisory Board, Law Enforcement Oversight Committee, Remote Access Network (RAN) Board. The CSC may also confirm appointments of members to certain boards or committees as appointed by the City's council.

#### **SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT VALLEY-WIDE SPECIAL CITY SELECTION COMMITTEE**

**Appointment of one (1) Primary Board Member by the City Council.  
Councilmember Robles currently serves as the Alternate Board Member.**

#### **Meeting Schedule:**

Scheduled as needed. Normally once or twice per year.

#### **Meeting Location:**

34946 Flyover Ct., Bakersfield. Meeting held via video teleconference.

**Stipend:**

None

**Purpose/Duties/Objective:**

On September 30, 2008 Governor Schwarzenegger signed SB 1548 (Florez) which creates Section 40600.5 of the Health and Safety Code (H&SC) establishing a valley-wide Special City Selection Committee which is charged with making appointments of city representatives to the San Joaquin Valley Air Pollution Control District's (District's) Governing Board. The Special City Selection Committee consists of one member selected by a majority vote of the council of each city located within the District. The SJVAPCD's Governing Board consists of 15 members. There are currently have 3 vacancies on the governing board. Vacancies are filled according to a rotation schedule as approved by the SJVAPCD Valley-Wide Special City Selection Committee.



## CITY OF ARVIN Staff Report

Meeting Date: January 22, 2019

**TO:** City Council

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

**SUBJECT:** A RESOLUTION OF THE SUCCESSOR AGENCY TO THE ARVIN COMMUNITY REDEVELOPMENT AGENCY APPOINTING FINANCING TEAM IN CONNECTION WITH REFINANCING TRANSACTION, AND APPROVING RELATED DOCUMENTS AND ACTIONS

### **Introduction and Background**

Bill Fawell, of W. J. Fawell Co., Public Finance, a municipal financial advisory firm, based in Carlsbad, CA, has submitted a proposal dated 11/21/18 (attached) to assist the Successor Agency of the Arvin Community Redevelopment Agency (“Successor Agency”) in refinancing its 2005 and 2008 Tax Allocation Bonds (“2005 and 2008 Bonds”) in a single, combined refinancing bond issue.

The 2005 Bonds were issued as “Non-Rated” in the principal amount of \$6,250,000 in Sept., 2005. The 2008 Bonds were issued as “Non-Rated” in the principal amount of \$3,530,000 in August 2008. The principal amount outstanding of the 2005 and 2008 Bonds as of 6/30/17 was \$8,130,000. Proceeds from the 2005 and 2008 Bonds in the amount of \$7,362,474 was used to construct and acquire certain capital improvements for the benefit the Arvin Redevelopment Project Area (“Project Area”).

The 2005 and 2008 Bonds can now be refinanced at considerably lower interest rates with an outstanding level of estimated net debt service savings to be shared between 14 taxing entities, who obtain property tax revenue from the Arvin Redevelopment Project Area.

The refinancing debt service savings will be realized by each of the 14 taxing entities as less of their residual property tax revenue from the Project Area, will be needed for debt service, due to the refinancing of the 2005 and 2008 Bonds. As a result of the proposed refinancing, each agency gets to keep a greater share of their property tax revenues.

### **Staff Request**

Staff is requesting authorization from the Successor Agency to move forward on the proposed refinancing of the 2005 and 2008 Bonds and to retain financing team members, per the attached refinancing proposal submitted by Bill Fawell of W. J. Fawell Co., Public Finance, who would

serve as municipal financial advisor to the Successor Agency, and will oversee the refinancing from start thru closing, coordinating the efforts of the financing team to a successful closing. Attached is a Resolution prepared by disclosure counsel (Jones Hall) that when adopted by the Successor Agency, appoints the financing team and authorizes execution of their professional service agreements. (attached). This Resolution will also authorize the preparation of the various financing documents required to refinance the 2005 and 2008 Bonds.

### **Current Interest Rates on 2005 and 2008 Tax Allocation Bonds**

The rates being paid on the 2005 Tax Allocation Bonds are: 4.70% (2019) to 4.75% (2020); 5.00% from 2021 thru 2025; and 5.125% from 2026 thru maturity on 9/1/35.

The rates being paid on the 2008 Tax Allocation Bonds in 2019 are 5.50%; and **6.50%** from 2020 thru 9/1/38 (maturity). Both the 2005 and 2008 Bonds can now be refinanced on any date with no prepayment premium, which makes them ideal refinancing candidates.

Both the 2005 and 2008 Bonds can now be refinanced at significantly lower interest rates than are currently being paid. Based on market rates as of November 8, 2018, it is estimated that the 2005 and 2008 Bonds can be refinanced with a True Interest Cost of 4.05% (“A-”) rating and 3.76% for a “AA” insured refinancing bond issue.

### **Arvin Redevelopment Project Area**

The Arvin Redevelopment Project (“Project Area”) was adopted on 7/2/1996, per Ordinance 290 of the City Council. The Project Area includes 1,171 acres and included approximately 38% of the City’s total acreage in 2008. Land use in the Project Area consists of commercial, residential, industrial and agricultural uses. In 2008, residential land use comprised approximately 68.38% of the land in the Project Area and today, commercial and industrial account for 23.37% that totals 91.75% of land in the Project Area. Other institutional and miscellaneous land uses make up the balance of land use in the Project Area.

There are fourteen (14) local government taxing agencies within the Project Area, including the City of Arvin, each of which will benefit from the proposed refinancing, since less of their residual property tax revenue derived from the Project Area will be needed for debt service on the 2005 and 2008 Bonds, once they are refinanced.

HdL Coren and Cone, who worked as Fiscal Consultant on the 2005 and 2008 Bonds, lists in the attached table entitled, “City of Arvin, Arvin Redevelopment Project Area, 2018/19 Incremental Weighted Average Rates-Combined”, the fourteen (14) taxing entities within the Project Area and the approximate percent of the estimated refinancing savings, each agency would receive in the form of residual property tax revenue no longer needed for debt service on the 2005 and 2008 Bonds.

The largest beneficiaries from refinancing the Bonds would be public schools and other Kern County entities. Per the enclosed HdL Coren and Cone table noted above. Arvin Union School District, Kern Joint Union High School District, Kern Community College District and other education providers, will receive over 64% of the total refinancing debt service savings. Other local agencies such as the County General Fund, County Fire Fund, City of Arvin, Bear Mountain Park & Recreation and other small agencies will share in the remaining 36% of the estimated refinancing debt service savings.

### **Estimated Refinancing Benefit for the City's General Fund**

The City of Arvin, per the City's property tax consultant, Dave Schey of HdL Coren & Cone, has advised that the City, will receive approximately 5.11% of the refinancing debt service savings in the form of residual property tax revenue no longer needed for annual debt service on the 2005 Bonds and 2008 Bonds.

-Per the attached proposal, it is estimated that the total refinancing benefit to the City General Fund, **using an "A-" refinancing bond issue at \$96,891** and for a **"AA" insured refinancing bond issue at \$143,725** thru maturity (9/1/38).

-Est. **Annual Benefit** to the City General Fund with an "A-" rated bond issue (at 5.11% of the estimated annual refinancing debt service savings) is estimated at approx. **\$4,845 per year**, and with an **"AA Insured" bond issue at \$7,186 per year** as detailed in the attached refinancing proposal.

-In addition, the City can obtain **reimbursement of administrative time and expenses** for its work on the proposed refinancing of the 2005 and 2008 Bonds of approx. 1% of the principal amount of the refinancing bond issue that is estimated at **\$64,000** which would be paid to the City General fund at closing.

-**Total Est. Net Present Value savings** are also outstanding, calculated \$950,424 (12.327% of the refinanced Bonds) for an "A-" rated refinancing bond issue and \$1,328,319 (17.229% of the **refinanced Bonds**) for a "AA" rated insured refinancing bond issue. The industry standard is that a refinancing should produce net present value savings of at least 3%, so the proposed refinancing far exceeds this industry minimum.

It is estimated that a refinancing bond issue of the 2005 and 2008 Bonds will have a principal amount ranging from **\$6,460,000 ("AA" insured rating)** and **\$7,050,000 for a "A-" bond issue.** The "AA" rated insured refinancing bond principal amount is lower, because the Debt Service Reserve Fund (DSRF) can be funded with a surety in lieu of a cash funded DSRF from financing proceeds, which reduces the amount of the refinancing bond issue. An "A-" bond issue would require a cash funded debt service reserve fund which increases the financing amount.

### **Estimated Refinancing Benefit for All Taxing Entities in the Arvin Redevelopment Project Area**

The public schools that serve the Arvin community will receive the highest level of the estimated debt service savings from a refinancing of the 2005 and 2008 Bonds as detailed in the attached, "Weighted Avg. Rate Table" from HdL Coren & Cone (attached). **Local agencies within the Project Area will receive their estimated refinancing benefit in the form of residual property taxes no longer needed for debt service on the 2005 and 2008 Bonds, due to the proposed refinancing. Each taxing entity will get to keep more of their property tax revenues because of the proposed refinancing.**

Please find below, charts that shows the estimated total and annual debt service savings that each of the 14 taxing entities would receive, assuming the 2005 and 2008 Bonds were refinanced at market rates as of November 8, 2018 with an underlying "A-" rating and with a "AA" rated insured bond issue.

<b>'A-' Rating</b>			
<b>Taxing Entities</b>	<b>Allocation</b>	<b>Average Annual Savings</b>	<b>Total Savings</b>
County General Fund	15.779%	14,946	298,923
County Advertising	0.070%	66	1,325
County Fire Fund	9.898%	9,375	187,509
Arvin General Fund	5.115%	4,845	96,891
ERAF	13.315%	12,612	252,247
South Kern Cemetery	0.449%	425	8,508
Kern Vector Cont.	0.845%	801	16,013
Bear Mountain Recreation & Park	2.533%	2,400	47,993
Kern County Water Agency	0.672%	637	12,736
Arvin Union	21.768%	20,618	412,369
Di Giorgio	0.000%	-	-
Kern Joint Union High	21.166%	20,049	400,978
Kern Joint Community College	6.335%	6,001	120,015
Education	2.053%	1,945	38,900
<b>Total</b>	<b>100.000%</b>	<b>94,720</b>	<b>1,894,406</b>

<b>Insured "AA" Rating</b>			
<b>Taxing Entities</b>	<b>Allocation</b>	<b>Average Annual Savings</b>	<b>Total Savings</b>
County General Fund	15.779%	22,171	443,413
County Advertising	0.070%	98	1,965
County Fire Fund	9.898%	13,907	278,145
Arvin General Fund	5.115%	7,186	143,725
ERAF	13.315%	18,709	374,175
South Kern Cemetery	0.449%	631	12,620
Kern Vector Cont.	0.845%	1,188	23,753
Bear Mountain Recreation & Park	2.533%	3,560	71,192
Kern County Water Agency	0.672%	945	18,892
Arvin Union	21.768%	30,585	611,696
Di Giorgio	0.000%	-	-
Kern Joint Union High	21.166%	29,740	594,798
Kern Joint Community College	6.335%	8,901	178,027
Education	2.053%	2,885	57,702
<b>Total</b>	<b>100.000%</b>	<b>140,505</b>	<b>2,810,102</b>

### **Financing Team**

W. J. Fawell Co., Public Finance (Bill Fawell) has presented the City with a highly skilled financing team for refinancing the 2005 and 2008 Bonds. The financing team would consist of Dave Schey, HdL Coren & Cone as Fiscal Consultant, Jerry Liang of Alamo Capital (based in Walnut Creek) as bond underwriter, Anita Luck of Aleshire and Wynder as bond counsel, James Wawrzyniak, Jr. of Jones Hall, based in San Francisco, as disclosure counsel and Bill Fawell of W. J. Fawell Co., Public Finance (based in Carlsbad, CA) as municipal financial advisor. Additional information on the financing team and their roles is contained in the attached refinancing proposal.

Attached to this staff report are professional service agreements, submitted by all financing team members that will be approved by the Successor Agency, when they adopt the attached Resolution, authorizing the proposed refinancing of the 2005 and 2008 Bonds, appointing financing team members, authorizing execution of finance team professional service agreements and preparation of refinancing documents.

### **Estimated Costs of Issuance**

The professional fees payable to financing team members, other than fees to be paid the Fiscal Consultant (Dave Schey of HdL Coren & Cone) and the Rating Agency are payable contingent upon closing and then out of financing proceeds. The Fiscal Consultant fee for the required Fiscal Report and Rating Agency fee is not contingent upon closing but can be paid out of financing proceeds, or, if the Fiscal Report fee is paid in advance of closing by the Successor Agency, then the Successor Agency can be reimbursed from financing proceeds or if necessary, by the CA Dept. of Finance from the “Required Obligation Payment Schedule” submittals.

-The attached Proposal details the estimated costs of issuance and professional fees paid to financing team members upon closing and includes an estimated \$70,000 fee, payable to the City General Fund to reimburse the City for its administrative time and expenses for work on the refinancing of the 2005 and 2008 Bonds, payable to the City Gen. Fund at closing from financing proceeds.

### **Financing Schedule**

The proposed refinancing of the 2005 and 2008 Bonds will take approximately five (5) months complete, as approvals will be needed from the Successor Agency of financing documents, Kern County Consolidated Oversight Board and the CA State Dept. of Finance (DOF) before refinancing bonds can be sold. Attached is a Preliminary Financing Schedule, listing required tasks, start thru closing. After obtaining all the required approvals, it is estimated that the refinancing bonds will be sold on or about 5/14/19 with closing to occur by 5/30/18.

The attached Proposal contains a Preliminary Financing Schedule that details the various tasks the financing team will need to complete from start through closing.

### **Next Steps**

-1/15/19-Successor Agency approves Resolution Approving the refunding of the 2005 and 2008 Bonds, form of Indenture prescribing the terms and provisions of the refinancing bonds to include approving a Debt Management Policy, refinancing instructions and requesting the Kern County Consolidated Oversight Board also approve the refunding of the 2005 and 2008 Bonds. Jones Hall, bond counsel will prepare the needed Resolution and Debt Management Plan for approval by the Successor Agency.

-2/19/19-Kern County Consolidated Oversight Board approves Resolution authorizing refinancing of 2005 and 2008 Bonds.

-2/20/19-Certified letters sent by bond counsel to taxing entities in the Project Area, requesting subordination of statutory tax sharing payments. Taxing entities have 45 days to respond (est. by 4/6/19). This insures that the property tax revenues derived from the taxing entities in the Project Area, will first be used for payment of debt service on the refinancing bonds. This is standard practice and will insure the bond owners will have a first claim on property tax revenue received and will enable the refinancing bonds to be a “strong credit” and assist with selling the refinancing bonds at the lowest possible rates that will maximize residual property tax savings for each taxing entity in the Project Area.

### **Recommendation:**

- 1.) Successor Agency Board (City Council) approve the refunding proposal dated 11/22/18, submitted by Bill Fawell of W. J. Fawell Co., Public Finance to serve as municipal financial advisor to the City’s Successor Agency for refinancing its 2005 and 2008 Bonds.
  
- 2.) Approve the Resolution appointing the financing team, authorizing the refinancing of the Successor Agency’s 2005 and 2008 Bonds and the execution of professional service agreements with W. J. Fawell Co., Public Finance as municipal financial advisor, Aleshire and Wynder as bond counsel, Jones Hall as disclosure counsel, HdL Coren & Cone as fiscal consultant and Alamo Capital as bond underwriter.

### **Attachments:**

- 1.) Proposal dated 11/22/2018 from W. J. Fawell Co., Public Finance to refinance the Successor Agency’s 2005 and 2008 Bond.
- 2.) Resolution of the Successor Agency appointing the financing team, authorizing the refinancing of Successor Agency’s 2005 and 2008 Bonds and execution of professional service agreements with financing team members.
- 3.) Professional Service Agreement from financing team members to include: W. J. Fawell Co., Public Finance as municipal financial advisor to the Successor Agency, Jones Hall as disclosure counsel, HdL Coren & Cone as fiscal consultant and Alamo Capital as bond underwriter.
- 4.) Financing Schedule.
- 5.) List of Financing Team Participants.

## RESOLUTION

### **A RESOLUTION OF THE SUCCESSOR AGENCY TO THE ARVIN COMMUNITY REDEVELOPMENT AGENCY APPOINTING FINANCING TEAM IN CONNECTION WITH REFINANCING TRANSACTION, AND APPROVING RELATED DOCUMENTS AND ACTIONS**

**WHEREAS**, pursuant to Section 34172(a) of the California Health and Safety Code (unless otherwise noted, all Section references hereinafter are to such Code), the Arvin Community Redevelopment Agency (the “Former Agency”) has been dissolved and no longer exists as a public body, corporate and politic, and pursuant to Section 34173, the Successor Agency to the Arvin Community Redevelopment Agency (the “Successor Agency”) has become the successor entity to the Former Agency;

**WHEREAS**, prior to the dissolution of the Former Agency, the Former Agency issued its Arvin Community Redevelopment Agency Arvin Redevelopment Project 2005 Tax Allocation Bonds in the aggregate principal amount of \$6,250,000 (the “2005 Bonds”) for the purpose of providing funds to finance redevelopment projects;

**WHEREAS**, prior to the dissolution of the Former Agency, the Former Agency issued its Arvin Community Redevelopment Agency Tax Allocation Parity Bonds (Arvin Redevelopment Project Area), Series 2008 (Bank Qualified) in the aggregate principal amount of \$3,530,000 (the “2008 Bonds”), for the purpose of providing funds to finance redevelopment projects;

**WHEREAS**, due to favorable interest rates, the Successor Agency wishes to refund the 2005 Bonds and the 2008 Bonds (together, the “Prior Bonds”) to achieve interest rate savings;

**WHEREAS**, the Successor Agency desires to authorize and direct staff to enter into services contracts with consultants to the Successor Agency to assist with the refinancing of the Prior Bonds via the issuance of one or more series of tax allocation refunding bonds by the Successor Agency (the “2019 Bonds”), with the forms of indenture of trust, refunding instructions, official statement and other financing documents required in connection with the issuance of the 2019 Bonds, as well as the maximum principal amount of 2019 Bonds and related matters, to be approved by the Successor Agency at subsequent public meetings.

**NOW, THEREFORE, BE IT RESOLVED** by the Successor Agency to the Arvin Community Redevelopment Agency as follows:

**Section 1. Authorization of Transaction.** The Successor Agency hereby authorizes and directs the City Manager and the Finance Director of the City of Arvin (each, an “Authorized Officer”) to proceed with the preparation of the financing documents required in

connection with the sale and delivery of the 2019 Bonds, in consultation with consultants to be hired by the Successor Agency pursuant to this Resolution. The sale of the 2019 Bonds is anticipated to be achieved via a public offering of the 2019 Bonds. The forms of indenture of trust, refunding instructions, official statement and other financing documents required in connection with the sale and delivery of the 2019 Bonds, as well as the maximum principal amount of 2019 Bonds and related matters, shall be approved by the Successor Agency at subsequent public meetings

**Section 2. Professional Services.** In connection with the sale and delivery of the 2019 Bonds, the firms of W. J. Fawell Co., Public Finance is hereby designated as financial advisor to the Successor Agency, the firm of Aleshire & Wynder, LLP is hereby designated as bond counsel to the Successor Agency, the firm of Jones Hall, A Professional Law Corporation, is hereby designated as disclosure counsel to the Successor Agency, the firm of HdL is hereby designated as fiscal consultant to the Successor Agency, and the firm of Alamo Capital is hereby designated as underwriter to the Successor Agency. Compensation to said firms shall be contingent upon the successful sale and delivery of the 2019 Bonds (other than HdL, whose compensation is non-contingent), and expected to be paid from a portion of the proceeds received by the Successor Agency pursuant thereto. The Successor Agency hereby authorizes the execution by an Authorized Officer of an agreement with each of W. J. Fawell Co., Public Finance, HdL and Jones Hall, in the respective forms on file with the Successor Agency. The Successor Agency and the underwriter will enter into a purchase contract at the time of the sale of the 2019 Bonds, the form of which shall be approved by the Successor Agency at a public meeting prior to such sale.

**Section 3. Official Actions.** Whenever in this Resolution any officer of the Successor Agency is directed to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable.

**Section 4. Effective Date.** This Resolution shall take effect from and after the date of its passage and 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 22nd day of January, 2019 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.



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# Successor Agency to the Arvin Community Redevelopment Agency

Refunding of the  
\$6,250,000 Arvin Community Redevelopment Agency  
2005 Tax Allocation Bonds  
&  
\$3,530,000 Arvin Community Redevelopment Agency  
2008 Tax Allocation Bonds



# Agenda

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Finance Team

Overview

Financing Plan

Estimated Savings

Costs of Issuance

Summary Schedule

Questions



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# Finance Team



# Finance Team

- The Finance Team includes:
  - W. J. Fawell Co., Public Finance – Municipal Financial Advisor
    - William J. Fawell, President (760) 942-2442 bill@wjfawellco.com
  - Aleshire & Wynder, LLP – Bond Counsel
    - Anita Luck, Partner (949) 250-5426 aluck@awattorneys.com
  - Jones Hall – Disclosure Counsel
    - James A. Wawrzyniak, Jr., Partner (415) 392-5780 jwawrzyniak@joneshall.com
  - Alamo Capital – Bond Underwriter
    - Jerry Liang, Senior Vice President (925) 956-0127 jliang@alamocapital.com
  - Stradling Yocca Carlson & Rauth, P.C. – Underwriter Counsel
    - Scott Shaver, Shareholder (888) 993-7311 sshaver@sycr.com
  - HdL Coren & Cone – Fiscal Consultant
    - Dave Schey, Principal (909) 861-4335 dschey@hdlccpropertytax.com



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# Overview



# Outstanding Bonds

	RDA Series 2005 (Arvin Redev. Project Area)	RDA Series 2008 (Arvin Redev. Project Area)
<b>Dated Date</b>	October 6, 2005	August 27, 2008
<b>Original Par</b>	\$6,250,000	\$3,530,000
<b>Outstanding Principal (After 9/1/18 Payment)</b>	\$4,545,000	\$3,165,000
<b>Interest Rate (As of 9/1/18)</b>	4.70% - 5.125%	5.50% - 6.50%
<b>Tax Status</b>	Tax-Exempt	Tax-Exempt
<b>First Call Date (Optional Redemption Date)</b>	9/1/15 @ 100%	9/1/18 @ 100%



# Overview Cont'd

- Use of Proceeds of Prior Bonds
  - RDA Series 2005 Bonds
    - Acquisition of under-utilized or vacant residential, commercial and industrial properties
    - Public infrastructure such as traffic safety, public health or community improvement and/or community enhancement projects, including:
      - Sycamore Street Road Widening Construction Project between Comanche Drive and Derby Street;
      - Sycamore Street, Comanche Drive and Bear Mountain Street Sewer Improvement project;
      - Various street lighting, sidewalks and curbs and gutter project within the Project Area; and
      - Park improvement projects at the two City of Arvin park facilities.
    - Establishment of Residential, Commercial and Business-oriented Grant Program
    - Establish a first time homeowner Grant Program for low income residents in the Community



# Overview Cont'd

- Use of Proceeds of Prior Bonds
  - RDA Series 2008 Bonds
    - Infrastructure improvements to give businesses in the southern portion of the enterprise zone ready highway access to CA Route 223, as well as provide arterial access for planned commercial and residential developments in the southeast area
    - Purchase certain properties related to the Gateway Project for redevelopment purposes
    - Downtown mixed-use low-moderate housing development
    - Bakersfield Community College/Cal State Bakersfield (“BC/CSUB”) Arvin Campus Distance learning project
    - Adobe Square infill mixed-use project
- The Federal Reserve has kept rates relatively low over the past decade, but has been raising rates to slow the pace of the recovering economy.
- Similar to refinancing one’s mortgage, when current market interest rates are lower than the existing interest rate, the bonds can be refinanced at lower rates. This is called a “refunding”.



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# Financing Plan



# Financing Plan

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- Successor Agency to the Arvin RDA Series 2019 Bonds
  - Refund RDA 2005 Bonds & RDA 2008 Bonds
    - Lower annual debt service payment
    - Provide additional residual distributions to taxing entities of property tax revenues no longer needed for annual debt service on the 2005 and 2008 Bonds no longer needed for annual debt service as result of the refunding



# Financing Plan

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- Public Offering
  - Engage Municipal Financial Advisor, Bond Counsel, Disclosure Counsel, Fiscal Consultant & Underwriter
  - Obtain approval from Kern County Oversight Board
  - Obtain approval from Department of Finance
  - Obtain credit rating
  - Obtain credit enhancement
  - Preliminary & Final Official Statement (Offering Document/Prospectus)
  - Negotiated public sale
  - Execute a Bond Purchase Agreement



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# Estimated Savings and Total Debt Service



# Total Estimated Net Debt Service & Savings\*

Date	Series 2019 Bonds	RDA Series 2005 & 2008 Bonds	Total Savings
9/1/2020	517,850	659,400	141,550
9/1/2021	519,450	662,363	142,913
9/1/2022	525,650	664,038	138,388
9/1/2023	521,250	659,888	138,638
9/1/2024	519,250	660,238	140,988
9/1/2025	521,750	659,763	138,013
9/1/2026	518,500	658,463	139,963
9/1/2027	519,750	661,031	141,281
9/1/2028	515,250	657,506	142,256
9/1/2029	515,250	658,144	142,894
9/1/2030	519,500	657,688	138,188
9/1/2031	522,750	661,138	138,388
9/1/2032	525,000	663,169	138,169
9/1/2033	516,250	658,850	142,600
9/1/2034	517,000	658,438	141,438
9/1/2035	521,750	661,606	139,856
9/1/2036	515,250	658,100	142,850
9/1/2037	518,000	657,675	139,675
9/1/2038	514,500	654,975	140,475
<b>Total</b>	<b>10,165,054</b>	<b>12,975,156</b>	<b>2,810,102</b>

\*As of 11/08/18. Assumes bond insurance & surety bond.

Preliminary, Subject to change.

# Projected Savings\*

## Refunding of RDA 2005 & 2008 Bonds (Arvin Redevelopment Project Area)



7.a

	Series 2019 Bonds (Refund RDA 2005 & 2008 Bonds)
All Inclusive Interest Cost	4.403%
Budgetary Debt Service Savings	\$2,810,102
Net PV Cashflow Savings	1,545,594
Transfers from Prior Issue DSR Fund	(217,688)
Rounding Amount	413
<b>Net Present Value Benefit**</b>	<b>\$1,328,319</b>
<b>Net Present Value/\$7,710,000 Refunded Principal</b>	<b>17.229%</b>

\*As of 11/08/18. Assumes bond insurance & surety bond. Preliminary, Subject to change.

\*\*Totals may not add due to rounding.

Attachment: Arvin SARDA Presentation - Final (Refinancing of Successor Agency, 2005



# Projected Increase in Residual Property Tax Revenues by Taxing Entity\*

Taxing Entities	Allocation	Average Annual Savings	Total Savings
County General Fund	15.779%	22,171	443,413
County Advertising	0.070%	98	1,965
County Fire Fund	9.898%	13,907	278,145
<b>Arvin General Fund</b>	<b>5.115%</b>	<b>7,186</b>	<b>143,725</b>
Educational Revenue Augmentation Fund (ERAF)	13.315%	18,709	374,175
South Kern Cemetery	0.449%	631	12,620
Kern Vector Cont.	0.845%	1,188	23,753
Bear Mountain Recreation & Park	2.533%	3,560	71,192
Kern County Water Agency	0.672%	945	18,892
Arvin Union	21.768%	30,585	611,696
Kern Joint Union High	21.166%	29,740	594,798
Kern Joint Community College	6.335%	8,901	178,027
County Office of Education	2.053%	2,885	57,702
<b>Total</b>	<b>100.000%</b>	<b>140,505</b>	<b>2,810,102</b>

\*As of 11/08/18. Assumes bond insurance & surety bond. Preliminary, Subject to change.

\*\*Total may not add due to rounding.



# Costs of Issuance



# Costs of Issuance

- The costs of issuance for the Series 2019 Bonds is estimated to be \$473,290 consisting of:
  - City of Arvin reimbursable expenses and staff time (\$64,000),
  - municipal financial advisor fee (\$55,000),
  - bond counsel fee (\$60,000),
  - disclosure counsel fee (\$35,000),
  - underwriter fee (\$96,900),
  - underwriter counsel (\$15,000),
  - redevelopment consultant (\$18,500),
  - rating agency fee (\$15,000),
  - credit enhancement & surety bond (\$103,390)
  - trustee/escrow agent fee (\$5,500), and
  - other miscellaneous fees related to regulatory, closing of the bond transaction and contingency (\$5,000)
- Most fees are contingent upon closing of the Series 2019 Bonds and will be paid from bond proceeds.



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# Summary Schedule



# Summary Schedule

January 22, 2019	<ul style="list-style-type: none"> <li>Successor Agency meeting to approve resolution appointing financing team and approving professional service agreements in connection with the Series 2019 Bonds</li> </ul>
March 5, 2019	<ul style="list-style-type: none"> <li>Successor Agency meeting to approve Resolution approving refunding &amp; legal documents</li> </ul>
April 4, 2019	<ul style="list-style-type: none"> <li>Kern County Oversight Board meeting to approve refunding and Successor Agency Resolution</li> </ul>
April 5, 2019	<ul style="list-style-type: none"> <li>Send refunding request to State of CA, Dept. of Finance (DOF) to obtain approval for refunding (DOF has up to 65 days to respond)</li> </ul>
June 4, 2019	<ul style="list-style-type: none"> <li>Successor Agency approves form of the POS and Bond Purchase Agreement</li> </ul>
June 9, 2019	<ul style="list-style-type: none"> <li>Deadline for receiving DOF approval of refunding; 65 day response time ends</li> </ul>
June 11, 2019	<ul style="list-style-type: none"> <li>Release POS and begin marketing the Series 2019 Bonds</li> </ul>
June 26, 2019	<ul style="list-style-type: none"> <li>Pricing and sale of the Series 2019 Bonds</li> </ul>
July 17, 2019	<ul style="list-style-type: none"> <li>Closing of the Series 2019 Bonds</li> </ul>



# Questions?

# W. J. Fawell Co.

## " *Public Finance* "

November 23, 2018

Mr. Jeff Jones  
Finance Director  
City of Arvin  
200 Campus Drive  
Arvin, CA 93203

Re: Agreement for Municipal Financial Advisory Services to the Successor Agency of the Arvin Community Redevelopment Agency for Refunding its 2005 and 2008 Tax Allocation Bonds, (Arvin Redevelopment Project Area)

Dear Mr. Jones,

I am pleased to submit this Municipal Financial Advisory Agreement ("Agreement"), employing W. J. Fawell Co., Public Finance to provide municipal financial advisory services to the Successor Agency of the Community Redevelopment Agency of the City of Arvin ("Successor Agency") in conjunction with refunding its Tax Allocation Bonds, Series 2005 and Series 2008 ("Bonds").

The 2005 Bonds were issued as non-rated in the principal amount of \$6,250,000 in September 2005.

The 2008 Bonds were issued as non-rated in the principal amount of \$3,530,00 in August 2008.

The principal amount of the 2005 and 2008 Bonds outstanding as of June 30, 2017 was \$8,130,000.

Financing proceeds from the Bonds in the amount of \$7,362,474 were used to construct and acquire certain capital improvements for the benefit of the Arvin Project Area ("Project Area").

The Arvin Redevelopment Project ("Project Area") was adopted on July 2, 1996, per Ordinance 290 of the Arvin City Council and includes 1,171 acres that comprises approximately 38% of the land area of the City of Arvin ("City"). Land use in the Project Area consists of residential, commercial, industrial and agricultural uses. In 2008, residential land use comprised approximately 68.38% of the land and today, commercial and industrial account for 23.37% of land use that totals 91.75% of the land use in the Project Area. Other institutional and miscellaneous land uses make up the balance of land use in the Project Area.

Bill Fawell, President of W. J. Fawell Co., Public Finance, will serve the Successor Agency in the role of municipal financial advisor for the planned refunding of the Bonds.

As municipal financial advisor, I will assist the Successor Agency in refunding its Bonds, using a tax-exempt refunding bond issue.

◆ 3235 Avenida La Cima, Suite 100, Carlsbad, CA 92009 ◆  
Tel: (760) 942-2442 - FAX: (760) 942-3096

Mr. Jeff Jones  
Finance Director  
November 23, 2018  
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As municipal financial advisor, Bill Fawell will oversee the proposed refunding of the Bonds from start through closing, working directly with City / Successor Agency staff, bond underwriter, Kern County Consolidated Oversight Board and the California State Dept. of Finance (“DOF”) to complete the proposed refunding

Bill Fawell, President of W. J. Fawell Co., Public Finance, will be directly responsible for providing municipal financial advisory services to the Successor Agency. Our municipal financial advisory services are divided into two (2) phases.

Phase I would include financing planning, review of financing analyzes, development of a refunding plan and attendance at public meetings and work sessions as required.

Phase II would involve furnishing financial advisory services to be performed in conjunction with overseeing and coordinating the work of the financing team from start through closing to achieve a successful closing.

We agree to provide the following municipal financial advisory services in connection with the planned refunding of the Bonds.

## PHASE I

### **I. MUNICIPAL FINANCIAL ADVISORY SERVICES**

In Phase I, we would provide the following municipal financial advisory services:

- 1.) Confer with City staff, bond counsel, fiscal consultant, bond underwriter and members of the financing team to assist in the formulation of a coordinated financing plan. Analyze and provide advice regarding the financial feasibility of the proposed refunding of the Bonds after having reviewed all preliminary information. Information to be reviewed would include but not be limited to preliminary refunding calculations, Official Statements, loan agreements, fiscal consultant report, audited financial statements, Required Obligation Payment Schedules (ROPS), current and projected tax increment revenues from the Project Area and reports provided by the Kern County Property Tax Division.
- 2.) Review preliminary calculations for refunding the Bonds, using a rated or an insured tax-exempt bond issue with a surety in lieu of a debt service reserve fund to estimate which approach will generate the most refunding savings, along with other benefits.
- 3.) Review analysis and reports from fiscal consultant to confirm enough tax increment revenues are available for payment of debt service on the proposed refunding and will provide adequate debt service coverage.
- 4.) Prepare and distribute financing schedule, based upon input from financing team members.
- 5.) Prepare List of Participants and distribute to financing team members.
- 6.) Prepare and refine preliminary costs of issuance estimates for running preliminary refunding calculations.

Mr. Jeff Jones  
Finance Director  
November 23, 2018  
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- 7.) Assist with obtaining required approvals from the City's Successor Agency, Kern County Consolidated Oversight Board and State of CA, Dept. of Finance (DOF) to move forward with the proposed refunding of Successor Agency Debt. These approvals will need to be obtained before the proposed refunding can be completed. DOF has up to 65 days to respond to a proposed refunding application by a Successor Agency.
- 8.) Assist with obtaining full subordination of statutory tax sharing payments working with City staff, fiscal consultant and bond counsel to further enhance debt service coverage on the proposed refunding.
- 9.) Confirm with fiscal consultant and bond underwriter that existing and future tax increment revenues are adequate to cover annual debt service and provide required debt service coverage needed by rating agencies and bond insurance companies.
- 10.) Work closely with financing team members to provide structural recommendations as they relate to the technical features of the financing, including but not limited to: principal amount needed to refund the Bonds, optional prepayment features, maturity schedules, security for the refunding, sinking funds, if any, reserves, debt service coverage, credit enhancement options, if available, which will make the proposed refunding most acceptable to prospective bond investors and therefore, marketable at the lowest possible borrowing cost.
- 11.) Attend meetings as requested, plan and participate on conference calls, and be available by phone and e-mail to communicate on a timely basis with financing team members.
- 12.) Provide consultation and advice to financing team members upon request.
- 13.) Prepare agendas for conference calls to ensure that key financing issues are identified and resolved to insure a smooth process and closing.
- 14.) Review and comment on all refunding documents.
- 15.) Prepare draft staff reports to assist staff in obtaining necessary Successor Agency, Kern County Consolidated Oversight Board and State Dept. of Finance (DOF) approvals.
- 16.) Review and comment on all refunding calculations.

## PHASE II

Phase II services would commence upon action of the Successor Agency approving the preliminary official statement to refund the Bonds.

- 1.) Oversee the entire refunding effort and coordinate the work of the financing team for an orderly closing.
- 2.) Work with Successor Agency / City staff, bond counsel and the trustee to insure the timely sending of notices of prepayment in order to prepay and refund the Bonds on the planned closing day.

Mr. Jeff Jones  
Finance Director  
November 23, 2018  
Page 4

- 3.) Review and comment on all refunding documents including the preliminary official statement.
- 4.) Work with bond underwriter in obtaining quotes from municipal bond insurance companies to determine if purchasing municipal bond insurance would produce greater net present value savings vs. selling refunding bonds without insurance and an underlying investment grade rating.
- 5.) Review and comment on rating agency presentations prepared by bond underwriter. Participate on rating agency conference calls to insure the highest possible underlying bond rating was obtained. Coordinate financing team responses to rating agency questions and comments.
- 6.) Represent Successor Agency in negotiations with the bond underwriter, regarding discount and proposed rates of interest and yield for each maturity to achieve the lowest possible borrowing cost, pursuant to market conditions on the date of sale. Review comparable bond sale data to ensure that the refunding bond issue is priced competitively, given how recent similar bond issues were priced prior to and on the day of sale.
- 7.) Review final calculations and computations for refunding the Bonds prepared by the bond underwriter in compliance with all applicable federal and state regulations for insertion in the final refunding documents, including IRS Form 8038-G.
- 8.) Finalize the costs of issuance for insertion in closing documents prepared by bond counsel.
- 9.) Review and comment on drafts of all refunding and closing documents.
- 10.) Coordinate efforts of financing team members to insure a smooth closing.
- 11.) Arrange and participate on conference calls as needed.
- 12.) Review invoices from financing team participants to insure amounts correct and recommend approval, along with any changes for Successor Agency / City staff approval.
- 13.) Review Closing Memorandum that details the sequence of events that will need to occur on closing week, listing the final financing amounts for refunding the Bonds. Obtain and confirm wire instructions.
- 14.) Confirm with financing team on pre-closing day that all necessary documents and legal opinions have been received by financing team members in preparation for closing. Insure that closing wires are properly set up for sending out early AM on day of closing. If needed, arrange closing week conference call with financing team to insure all is in good order for closing on planned closing day.
- 15.) On closing day, monitor that closing wires have been sent on time and received by the Successor Agency trustee for refunding the Bonds in a timely manner to insure a smooth and orderly closing. Confirm with trustee that the Bonds being refunded have been paid off with refunding proceeds.
- 16.) Be available for consultation and advice through refunding closing and thereafter, upon request to financing team members.

Mr. Jeff Jones  
Finance Director  
November 23, 2018  
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**II. MUNICIPAL FINANCIAL ADVISORY FEE**

For municipal financial advisory services to be rendered in conjunction with the refunding of the Bonds that have an estimated par value of approximately \$6,500,000 to \$7,000,000, per this Agreement, the Successor Agency agrees to pay municipal financial advisor a flat fee of \$55,000 that will be paid at closing from the costs of issuance. Payment of this municipal financial advisory fee is contingent upon the successful closing of the proposed refunding of the Bonds.

**III. EXPENSES**

The City's Successor Agency agrees to reimburse the municipal financial advisor for all out of pocket expenses for air travel, overnight lodging, meals, postage, supplies, photocopies, mileage and the like incurred by the municipal financial advisor in the performance of its duties and obligations pursuant to this Agreement. Expenses to be billed at cost and will not exceed \$2,500.

**IV. TERM**

- 1.) The term of this Agreement shall be for three (3) years from the date of execution by the Successor Agency / City but may be canceled without cause by either party by giving the other party thirty (30) days written notice of such cancellation.
- 2.) It is understood that the municipal financial advisor is employed in an expert financial advisory capacity only.

I appreciate the opportunity to serve the Successor Agency as its municipal financial advisor on the refunding of its Bonds as described herein.

If this arrangement is satisfactory, please execute and return one signed copy of this Agreement.

Sincerely,

**W. J. FAWELL CO.**

*Public Finance*

  
William J. Fawell  
President

**ACKNOWLEDGED AND ACCEPTED BY:**

**SUCCESSOR AGENCY OF THE COMMUNITY  
REDEVELOPMENT AGENCY OF THE CITY OF ARVIN, CA**

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

November 21, 2018

Mr. Jeff Jones, Finance Director  
City of Arvin  
200 Campus Drive  
Arvin, CA 93203

Dear Mr. Jones,

HdL Coren & Cone is pleased to present this proposal to provide services for the preparation of a fiscal consultant's report for the anticipated issuance of the 2019 Tax Allocation Refunding Bonds by the Successor Agency to the Arvin Community Redevelopment Agency (the "Successor Agency"). We understand that the proposed financing will be secured by a pledge of revenue from the former Arvin Redevelopment Project Area (the "Project Area").

### **Description of the Firm's Business**

HdL Coren & Cone (HdLCC) was established in 1992 to provide property tax data base management, analytical and auditing services to cities, redevelopment agencies, special districts and Counties. HdLCC, along with Hinderliter de Llamas & Associates and HdL Software comprise the HdL Companies. The HdL Companies are located in Diamond Bar, California.

Our services are based upon the firm's large investment in computers and specially designed software for the management of large property tax databases. We currently have on line more than 400 gigabits of property tax data, including the complete secured and unsecured tax rolls for Kern County since 1997. Our software capability gives us the ability to audit an entire county for the benefit of our clients. Over the years, we have corrected the allocation of \$3.2 billion in assessed values resulting in the recovery of more than \$29 million for our clients.

HdLCC currently is providing on-going property tax analytical and auditing services for over 220 cities, counties, redevelopment agencies and special districts. For these clients we serve as adjunct staff on all property tax matters, including auditing county allocation procedures, researching property tax related issues, providing revenue estimates to assist in the budget process, and preparing updated tables for continuing disclosure.

In addition to our property tax expertise HdLCC has extensive experience working with redevelopment agencies and redevelopment finance. Prior to the dissolution of redevelopment agencies by the State of California, we assisted numerous redevelopment agencies with statements of indebtedness, annual financial reports low-and-moderate income housing calculations, including deficit reduction plans and excess surplus calculations. HdLCC has participated in the issuance of tax increment supported debt for more than 200 bond issues involving more than \$5.2 billion of total bonds. Since the dissolution of redevelopment agencies by the State, we have participated in the refinancing of existing bonds for more than 45 separate successor agencies.

HdLCC has been at the forefront of the analysis and implementation of AB x1 26, AB x1 27, AB 1484 and SB 107. We have worked with our client agencies, county auditor controllers and other consultants to determine how these new laws would affect redevelopment in California and to assist



Mr. Jeff Jones  
 City of Arvin  
 November 21, 2018, Page 2

former redevelopment agencies to adapt to and work within the new laws.

### **Staff Assignment for Preparing Fiscal Consultant Report**

David Schey will be the principal responsible for services to the Successor Agency. All of the HdLCC staff will be available to assist as needed with services to the Successor Agency. Mr. Schey's principal associate for services to the Successor Agency will be Cheryl Murase. All HdLCC staff is located in the Diamond Bar Office and may be reached at (909) 861-4335.

### **Scope of Services**

The services under this proposal include the following:

1. A historical review of the assessed values of the former Project Area;
2. An investigation and verification, if required, of any anomalies or discrepancies revealed by the historical review of the Project Area assessed values;
3. A projection of tax increment revenues through the term of the Bonds for the former Project Area based upon 2018-19 assessed values, property tax growth trends and transfers of ownership;
4. A listing of the top ten taxpayers in the Project Areas and a determination of their tax payment status (i.e. delinquencies);
5. A review of the tax allocation and disbursement procedures of Kern County in the aftermath of AB x1 26, AB 1484 and SB 107;
6. A review of outstanding appeals of property taxes for the Project Area subject to the availability of appeals data from the County Assessment Appeals Board;
7. A review of any proposed or recently adopted legislation and its impact on the pledge of the tax increment revenues of the Project Area;
8. Preparation of the Fiscal Consultant Report describing our assumptions and presenting our projections of the Project Area revenues as well as an aggregation of these revenues for inclusion with the offering documents of the proposed bond issuance;
9. Attendance at one meeting as authorized by the Successor Agency and preparation for and participation in the ratings process. Direct costs for travel to attend this meeting will be billed based only on actual out of pocket expenses. These travel costs, if any, will be in addition to the fee indicated below. If the ratings process requires travel outside of Southern California, travel costs will be billed as additional incurred expenses as outlined below;
10. Review of the bond issuance offering documents as they relate to the Project Area revenues and issues discussed in the Fiscal Consultant Report;
11. Additional Services are services not described above which are authorized in writing by the Successor Agency. Additional Services may include, but are not limited to, additional meetings and presentations to rating agencies and insurance companies.

### **Fees**

HdLCC is prepared to provide the fiscal consulting services outlined above for a fee of \$18,500



Mr. Jeff Jones  
City of Arvin  
November 21, 2018, Page 3

plus 1.15 times any actual incurred expenses. Actual incurred expenses include such items as express deliveries, travel to rating agency and insurance presentation and/or overnight accommodations, and other out-of-pocket expenses, which may be incurred. Additional Services described in Item 11 above will be provided at the following hourly rates plus 1.15 times actual incurred expenses.

Partner	\$225.00 per hour
Principal	\$195.00 per hour
Associate	\$150.00 per hour
Analyst	\$100.00 per hour

All fees will be billed and payable the sooner of the close of the bond sale, one year from authorization to proceed or upon the Successor Agency’s determination not to proceed with a bond issue. In the event that the Successor Agency determines not to proceed with the issuance of the bonds, the fee, less \$5,000, will be prorated based upon the percentage of completion of the scope of work at the time of the Successor Agency’s determination. If the scope of work has been completed prior to the Successor Agency’s determination not to proceed with the issuance of the bonds the fee, less \$5,000, will be due and payable.

**Schedule**

We are prepared to proceed with the Scope of Work based on your verbal authorization and in a time-frame as required in order to accommodate the Successor Agency’s schedule. The completion of Additional Services, if any, will be scheduled at the time of authorization.

An authorized signature below will be considered our authorization to proceed. Please call David Schey if you have any questions.

**HdL Coren & Cone**

*David Schey*  
Principal

**Authorized:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Bond Services/Proposal/Arvin SA - 2018/Arvin SA – 2018 Tax Allocation Refunding Bonds

## AGREEMENT FOR LEGAL SERVICES

**BY AND BETWEEN  
THE SUCCESSOR AGENCY TO THE  
ARVIN COMMUNITY REDEVELOPMENT AGENCY  
AND JONES HALL, A PROFESSIONAL LAW CORPORATION  
FOR DISCLOSURE COUNSEL SERVICES  
IN CONNECTION WITH 2019 TAX ALLOCATION REFUNDING BONDS**

This AGREEMENT FOR LEGAL SERVICES dated as of January 22, 2019, is between the SUCCESSOR AGENCY TO THE ARVIN COMMUNITY REDEVELOPMENT AGENCY (the "Successor Agency"), and JONES HALL, A PROFESSIONAL LAW CORPORATION, San Francisco, California ("Attorneys");

*WITNESSETH:*

**WHEREAS**, the Successor Agency is proceeding to authorize the issuance of its 2019 Tax Allocation Refunding Bonds (the "Bonds") for the purpose of refinancing certain outstanding tax increment bonds of the Successor Agency; and

**WHEREAS**, in connection with the drafting of the documents and resolutions required to accomplish the authorization and issuance of the Bonds, the Successor Agency requires the advice and assistance of disclosure counsel; and

**WHEREAS**, Attorneys are qualified by training and experience to perform the services of disclosure counsel and are willing to provide such services under the terms set forth herein;

**NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:**

SECTION 1. *Identification of Client.* Attorneys shall represent the Successor Agency as Disclosure Counsel in connection with the proceedings for the authorization, issuance and sale of the Bonds. Attorneys will not represent, and will owe no duties to, any other party, including but not limited to financial advisor, trustee, bond insurer and underwriter of the Bonds.

Attorneys assume that all other parties involved in the financing will retain such counsel, as they deem necessary and appropriate to represent their interests in this transaction. Attorneys further assume that all other parties understand that in this transaction Attorneys represent only the Successor Agency, Attorneys are not counsel to any other party, and Attorneys are not acting as an intermediary among the parties. Attorneys' services are limited to those contracted for in this Agreement; the Successor Agency's execution of this Agreement will constitute an acknowledgment of those limitations.

SECTION 2. *[Reserved]*

SECTION 3. *Duties of Attorneys as Disclosure Counsel.* Attorneys shall do, carry out and perform all of the following services as Disclosure Counsel to the Successor Agency in connection with the issuance of the Bonds:

- Participating in the preparation of the Official Statement by consulting with representatives of the Successor Agency, the underwriter and others, gathering information for disclosure in the Official Statement, and having primary responsibility for drafting the Official Statement.
- Performing due diligence sufficient to render the opinion set forth below.
- Rendering an opinion to the Successor Agency and the underwriter of the Bonds stating that based upon Attorney's participation in the preparation of the Official Statement, nothing has come to their attention to lead them to believe that the Official Statement (except for any financial statements and the financial and statistical data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion included therein, and The Depository Trust Company and its book-entry system and information in the Appendices, as to which Attorneys are not required to express a view) as of the date of the Official Statement or the date of closing of the Bonds contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.
- Such additional legal services as are customarily rendered by disclosure counsel on comparable financing transactions.

SECTION 4. *Compensation.*

(a) [Reserved]

(b) Disclosure Counsel Services. For the services of Attorneys listed in Section 3 as Disclosure Counsel in connection with the issuance of the Bonds, the Successor Agency will pay Attorneys a flat fee equal to \$35,000.

(c) Expense Recovery. In addition to the foregoing fees, Attorneys will be reimbursed for direct out-of-pocket expenses for travel, messenger and delivery services, court filing fees, costs of legal publication, photocopying and preparation of official transcripts of the proceedings, in an amount not to exceed \$3,000.

Payment of Attorneys' fees and expenses will be due and payable upon the delivery of an invoice to the Successor Agency following issuance of the Bonds and contingent on the issuance of the Bonds. The fee is not set by law but is negotiable between Attorneys and the Successor Agency.

SECTION 5. *Responsibilities of the Successor Agency.* The Successor Agency shall cooperate with Attorneys and shall furnish Attorneys with certified copies of all proceedings taken by the Successor Agency, or other deemed necessary by Attorneys to

render an opinion upon the validity of such proceedings. All costs and expenses incurred incidental to the actual issuance and delivery of Bonds, including the cost and expense of preparing certified copies of proceedings required by Attorneys in connection with the issuance of the Bonds, the cost of preparing the Bonds for execution and delivery, all printing costs and publication costs, and any other expenses incurred in connection with the issuance of Bonds, shall be paid by the Successor Agency.

SECTION 6. *Compensation in Event of Certain Events of Termination.* In the event of termination of this Agreement prior to issuance of the Bonds, all finished and unfinished documents, exhibits, project data, reports, and evidence shall, at the option of Successor Agency, become its property and shall be delivered to it by Attorneys. If this Agreement is terminated by the Successor Agency and the Bonds are subsequently issued, Attorneys shall be paid a fee for their services rendered through the date of such termination, in a pro rata amount of the total fee which would have been paid hereunder had such termination not taken place.

SECTION 7. *Independent Contractor.* Attorneys will act as an independent contractor in performing the services required under this Agreement, and under no circumstances shall Attorneys be considered an agent, partner, or employee of the Successor Agency.

SECTION 8. *Liability Insurance; Costs of Regulatory Agency Investigations.* Attorneys must maintain at their own expense at all times during the term of this Agreement policies of insurance, acceptable to the Successor Agency, covering its workers' compensation injuries, public liability and professional liability. In the event any investigation, inquiry or other action is instituted by the Securities and Exchange Commission, the Internal Revenue Service or other governmental regulatory agency into the Bonds under federal securities law or federal tax law, the Successor Agency and Attorneys shall meet and confer to discuss the extent to which it is appropriate for Attorneys to represent the common interests of the Successor Agency and Attorneys in responding to such investigation, inquiry or other action, and the extent to which the cost thereof shall be borne by Attorneys.

SECTION 9. *Assignment.* Attorneys may not assign their rights or delegate their obligations under this Agreement, in whole or in part, except with the prior written consent of the Successor Agency.

SECTION 10. *Conflicts; Prospective Consent.* Attorneys represent many political subdivisions, investment banking firms and financial advisory firms. It is possible that during the time that Attorneys are representing the Successor Agency, Attorneys will also be representing, on other transactions, the investment banking firm working with the Successor Agency in connection with the Bonds. Attorneys do not believe such representation, if it occurs, will adversely affect Attorneys' ability to represent the Successor Agency as provided in this Agreement, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other Successor Agency will be relevant to any aspect of the issuance of the Bonds. Execution of this Agreement will signify the Successor Agency's consent to Attorneys' representation of others consistent with the circumstances described in this paragraph.

SECTION 11. *Termination of Agreement.*

(a) Termination by Successor Agency. This Agreement may be terminated at any time by the Successor Agency with or without cause upon written notice to Attorneys.

(b) Termination by Attorneys. This Agreement may be terminated by Attorneys upon 15 days' written notice to Successor Agency if Successor Agency fails to follow written legal advice given by Attorneys.

(c) Termination Upon Issuance of Bonds. This Agreement shall terminate upon the issuance of the Bonds.

(d) Consequences of Termination. In the event of termination, all finished and unfinished documents shall at the option of the Successor Agency become its property and shall be delivered to the Successor Agency by Attorneys.

IN WITNESS WHEREOF, the Successor Agency and Attorneys have executed this Agreement as of the date first above written.

**SUCCESSOR AGENCY TO THE ARVIN  
COMMUNITY REDEVELOPMENT  
AGENCY**

By: \_\_\_\_\_  
City Manager

**JONES HALL  
A PROFESSIONAL LAW CORPORATION**

By: \_\_\_\_\_  
Vice President



## INVESTMENT SERVICES

November 16, 2018

Jeff Jones, Finance Director  
Successor Agency to the City of Arvin Redevelopment Agency  
200 Campus Drive  
Arvin, CA 93203

RE: Engagement of Alamo Capital as Underwriter

Dear Mr. Jones:

We understand that the Successor Agency to the City of Arvin Redevelopment Agency (the "Issuer") has selected Alamo Capital ("Alamo" or the "Underwriter") to serve as Underwriter for the proposed issuance of Refunding Tax Allocation Bonds, Series 2019 (the "Bonds" or "Bond Issue"). We appreciate the opportunity to serve you in this manner. This letter will serve as an agreement regarding the terms of this engagement. In addition, we would like to take this opportunity to set forth some pertinent information about the process of underwriting.

Although the Underwriter intends to work closely with you during the period preceding the pricing and sale of the proposed Bond Issue with the aim of timely completion of the financing, we are not herein making a final commitment to underwrite bonds until certain events have occurred. Such a commitment is subject to, among other things, satisfactory completion and execution of all final documentation for an offering (including a Bond Purchase Agreement containing all provisions necessary to satisfy federal securities laws and the rules of the Municipal Securities Rulemaking Board, and all other applicable rules and regulations); absence of any material adverse change in the financial markets or in the financial condition, operations or prospects of the Issuer; receipts of all required governmental approvals and appropriate legal opinions; an Underwriter's review ("due diligence") of the offering documents, as required under federal securities laws; the negotiation of appropriate indemnification; state blue sky reviews, as appropriate; and credit approval by the Underwriter. This Agreement is therefore not a final commitment by the Underwriter, express or implied, to underwrite or purchase any securities, nor does it obligate the Underwriter to enter into a Bond Purchase Agreement. While we do not anticipate difficulties in the course of the proposed financing, and look forward to a successful conclusion to this engagement, we prefer to identify these conditions to our final commitment at the outset.

201 N. Civic Drive, Suite 360, Walnut Creek, CA 94596  
Phone (800) 645-5560 Fax (925) 472-3909  
Broker Dealer Member FINRA/SIPC  
[www.alamocapital.com](http://www.alamocapital.com)



During the course of the engagement, Alamo will participate in discussions with bond counsel, disclosure counsel, finance officials or internal legal counsel of the Issuer to assist the Issuer, as part of the underwriting process, respecting various financial structures for the proposed offering and their probable reception in the municipal bond markets. The Underwriter will assist in the preparation of presentations and “road shows” and such other marketing materials that Issuer may find useful in connection with the offering of the Bonds. The Underwriter will perform due diligence as required respecting any offering documents as part of their obligation under federal securities laws. If a final commitment to underwrite the Bonds is approved by the Underwriter, and subject to the conditions described above, the Underwriter will underwrite the Bonds and manage a public offering of the Bonds. Further details regarding the underwriting will be set forth in a Bond Purchase Agreement to be executed at the time of pricing of the Bonds. The Issuer and its chosen counsel agree to cooperate with and assist the Underwriter in connection with such duties.

As compensation for the Underwriter's services, the Issuer will pay the Underwriter a fee to be determined by the nature of the offering not to exceed \$15.00 per bond. Fees will be payable to the Underwriter in the form of an Underwriter's discount on the Bond Issue as set forth therein. The fees, disbursements and other charges of the Underwriter's outside legal counsel will not be included in the Underwriter's discount and will be paid for by the Issuer through the cost of issuance fund. The Underwriter shall select such counsel in its sole discretion, after consultation with the Issuer.

Unless earlier terminated pursuant to the provisions of this Agreement, the Underwriter's engagement hereunder shall extend from the date of this letter through the financial closing of the underwriting. The Underwriter's engagement hereunder may be terminated by the Issuer or the Underwriter at any time upon written notice to that effect to the other party.

No Advisory or Fiduciary Role (Compliance with MSRB Rule G-23 Disclosure). Issuer acknowledges and agrees that: (i) the primary role of Alamo Capital, as an Underwriter, is to purchase securities for resale to investors in an arms-length commercial transaction between the Issuer and Alamo Capital and that Alamo Capital has financial and other interests that differ from those of the Issuer (ii) Alamo Capital is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer or any other person or entity and has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether Alamo Capital has provided other services or is currently providing other services to the Issuer on other matters) (iii) the only obligations Alamo Capital has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Agreement and (iv) the Issuer has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein.

This Agreement will be governed by, and construed in accordance with, the laws of the State of California, without regard to principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby. The Issuer and the Underwriter each hereby irrevocably waive any right they may have to a trial by jury in respect of any claim based upon or arising out of this Agreement or the transactions contemplated hereby.



This Agreement may not be assigned by either party without the prior written consent of the other party.

This Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, such determination will not affect such provision in any other respect or any other provision of this Agreement, which will remain in full force and effect. This Agreement may not be amended or otherwise modified or waived except by an instrument in writing signed by both the Underwriter and Issuer except that to the extent that any term of an executed Bond Purchase Agreement conflicts with the terms of this Agreement, in which case the terms of the Bond Purchase Agreement shall have precedence.

This letter agreement may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this letter agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart of this letter agreement.

Please confirm that the foregoing correctly sets forth our agreement by signing and returning to Alamo Capital, the enclosed original copy of this Agreement.

Very truly yours,

**Alamo Capital**

By   
 Name: William Mullally  
 Title: President

Accepted and agreed to as of the date first written above:

**Successor Agency to the City of Arvin Redevelopment Agency**

By: \_\_\_\_\_

Name: Jeff Jones

Title: Finance Director



Successor Agency to the Arvin Community Redevelopment Agency  
2019 Tax Allocation Refunding Bonds (Bank Qualified)

## Refunding Summary Comparison

Dated 04/01/2019 | Delivered 04/01/2019

	Public Sale - Insured with Surety Bond	Public Sale - 'A' Underlying Rating
<b>Sources Of Funds</b>		
Par Amount of Bonds	\$6,460,000.00	\$7,050,000.00
Reoffering Premium	783,982.80	671,628.40
Transfers from Prior Issue Debt Service Funds	217,688.00	217,688.00
Transfers from Prior Issue DSR Funds	755,313.76	755,313.76
<b>Total Sources</b>	<b>\$8,216,984.56</b>	<b>\$8,694,630.16</b>
<b>Uses Of Funds</b>		
Total Underwriter's Discount (1.500%)	96,900.00	105,750.00
Costs of Issuance	270,000.00	270,000.00
Gross Bond Insurance Premium ( 50.0 bp)	50,825.27	-
Surety Bond Fee	52,565.00	-
Deposit to Debt Service Reserve Fund (DSRF)	-	571,200.00
Deposit to Current Refunding Fund	7,746,281.25	7,746,281.25
Rounding Amount	413.04	1,398.91
<b>Total Uses</b>	<b>\$8,216,984.56</b>	<b>\$8,694,630.16</b>
<b>Flow of Funds Detail</b>		
State and Local Government Series (SLGS) rates for		
Date of OMP Candidates		
Current Refunding Escrow Solution Method		
	Net Funded	Net Funded
Total Cost of Investments	\$7,746,281.25	\$7,746,281.25
Total Draws	\$7,746,281.25	\$7,746,281.25
Debt Service Reserve Fund Solution Method		
		Gross Funded
Total Cost of Investments		\$571,200.00
Total Draws		\$571,200.00
<b>Issues Refunded, Refunded Par And Call Dates</b>		
Series 2005 [Par 7,710,000.00] [Avg Cpn 5.108%]	4/01/2019	4/01/2019
Series 2008 [Par 7,710,000.00] [Avg Cpn 6.500%]	4/01/2019	4/01/2019
<b>PV Analysis Summary (Net to Net)</b>		
Net PV Cashflow Savings @ 4.394%(AIC)	1,545,594.18	1,166,712.89
Transfers from Prior Issue Debt Service Fund	(217,688.00)	(217,688.00)
Contingency or Rounding Amount	413.04	1,398.91
Net Present Value Benefit	\$1,328,319.22	\$950,423.80
Net PV Benefit / \$7,710,000 Refunded Principal	17.229%	12.327%
Net PV Benefit / \$6,995,000 Refunding Principal	20.562%	13.481%
Average Annual Cash Flow Savings	102,739.42	89,227.34
Total New Net D/S	10,165,054.17	10,509,550.00
Total Prior D/S	12,219,842.54	12,219,842.54
Total Cashflow Savings	2,054,788.37	1,710,292.54
<b>Bond Statistics</b>		
Average Life	11.523 Years	11.488 Years
Average Coupon	4.9771242%	4.9770026%
Net Interest Cost (NIC)	4.0541427%	4.2782795%
Bond Yield for Arbitrage Purposes	3.4959298%	3.6245604%
True Interest Cost (TIC)	3.7751613%	4.0495660%
All Inclusive Cost (AIC)	4.4027414%	4.4759262%

Series 2019 - Public Offer | SINGLE PURPOSE | 11/ 8/2018 | 10:32 AM

**\$7,050,000**

Successor Agency to the Arvin Community Redevelopment Agency

2019 Tax Allocation Refunding Bonds (Bank Qualified)

Public Sale - 'A-' Underlying Rating

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**\$7,050,000**

Successor Agency to the Arvin Community Redevelopment Agency  
 2019 Tax Allocation Refunding Bonds (Bank Qualified)  
 Public Sale - 'A-' Underlying Rating

## Refunding Summary

Dated 04/01/2019 | Delivered 04/01/2019

### Sources Of Funds

Par Amount of Bonds	\$7,050,000.00
Reoffering Premium	671,628.40
Transfers from Prior Issue Debt Service Funds	217,688.00
Transfers from Prior Issue DSR Funds	755,313.76

**Total Sources** **\$8,694,630.16**

### Uses Of Funds

Total Underwriter's Discount (1.500%)	105,750.00
Costs of Issuance	270,000.00
Deposit to Debt Service Reserve Fund (DSRF)	571,200.00
Deposit to Current Refunding Fund	7,746,281.25
Rounding Amount	1,398.91

**Total Uses** **\$8,694,630.16**

### Flow of Funds Detail

State and Local Government Series (SLGS) rates for  
 Date of OMP Candidates

Current Refunding Escrow Solution Method	Net Funded
Total Cost of Investments	\$7,746,281.25
Total Draws	\$7,746,281.25

Debt Service Reserve Fund Solution Method	Gross Funded
Total Cost of Investments	\$571,200.00
Total Draws	\$571,200.00

### Issues Refunded, Refunded Par And Call Dates

Series 2005 [Par 7,710,000.00] [Avg Cpn 5.108%]	4/01/2019
Series 2008 [Par 7,710,000.00] [Avg Cpn 6.500%]	4/01/2019

### PV Analysis Summary (Net to Net)

Net PV Cashflow Savings @ 4.476%(AIC)	1,166,712.89
Transfers from Prior Issue Debt Service Fund	(217,688.00)
Contingency or Rounding Amount	1,398.91
Net Present Value Benefit	\$950,423.80

Net PV Benefit / \$7,710,000 Refunded Principal	12.327%
Net PV Benefit / \$7,050,000 Refunding Principal	13.481%
Average Annual Cash Flow Savings	89,227.34
Total New Net D/S	10,509,550.00
Total Prior D/S	12,219,842.54
Total Cashflow Savings	1,710,292.54

### Bond Statistics

Average Life	11.488 Years
Average Coupon	4.9770026%
Net Interest Cost (NIC)	4.2782795%
Bond Yield for Arbitrage Purposes	3.6245604%
True Interest Cost (TIC)	4.0495660%
All Inclusive Cost (AIC)	4.4759262%

Series 2019 - Public Offe | SINGLE PURPOSE | 11/ 8/2018 | 10:49 AM

**\$7,050,000**

Successor Agency to the Arvin Community Redevelopment Agency  
 2019 Tax Allocation Refunding Bonds (Bank Qualified)  
 Public Sale - 'A-' Underlying Rating

**PROOF OF GROSS D/S SAVINGS @ 4.4759262%**

Date	NEW GROSS D/S	OLD GROSS D/S	SAVINGS	PV Factor	Present Value
09/01/2019	348,000.00	442,687.50	94,687.50	0.9817250x	92,957.08
09/01/2020	565,000.00	659,400.00	94,400.00	0.9392160x	89,601.55
09/01/2021	565,800.00	662,362.50	96,562.50	0.8985476x	87,636.35
09/01/2022	571,200.00	664,037.50	92,837.50	0.8596402x	80,603.68
09/01/2023	566,000.00	659,887.50	93,887.50	0.8224175x	77,940.70
09/01/2024	568,000.00	660,237.50	92,237.50	0.7868065x	73,253.08
09/01/2025	564,250.00	659,762.50	95,512.50	0.7527376x	72,531.89
09/01/2026	565,000.00	658,462.50	93,462.50	0.7201438x	67,898.42
09/01/2027	565,000.00	661,031.26	96,031.26	0.6889613x	66,709.43
09/01/2028	564,250.00	657,506.26	93,256.26	0.6591290x	61,971.34
09/01/2029	562,750.00	658,143.76	95,393.76	0.6305885x	60,615.64
09/01/2030	565,500.00	657,687.50	92,187.50	0.6032838x	56,035.03
09/01/2031	567,250.00	661,137.50	93,887.50	0.5771615x	54,568.56
09/01/2032	568,000.00	663,168.76	95,168.76	0.5521702x	52,890.22
09/01/2033	562,750.00	658,850.00	96,100.00	0.5282610x	51,067.94
09/01/2034	561,750.00	658,437.50	96,687.50	0.5053871x	49,128.65
09/01/2035	564,750.00	661,606.26	96,856.26	0.4835037x	47,056.82
09/01/2036	561,500.00	658,100.00	96,600.00	0.4625678x	44,873.50
09/01/2037	562,250.00	657,675.00	95,425.00	0.4425385x	42,355.14
09/01/2038	561,750.00	654,975.00	93,225.00	0.4233764x	39,531.92
<b>Total</b>	<b>\$11,080,750.00</b>	<b>\$12,975,156.30</b>	<b>\$1,894,406.30</b>	-	<b>\$1,269,226.94</b>

Series 2019 - Public Offer | SINGLE PURPOSE | 11/ 8/2018 | 10:49 AM

**\$7,050,000**

Successor Agency to the Arvin Community Redevelopment Agency  
 2019 Tax Allocation Refunding Bonds (Bank Qualified)  
 Public Sale - 'A-' Underlying Rating

## Debt Service Comparison

Date	Total P+I	DSR	Net New D/S	Old Net D/S	Savings
09/01/2019	348,000.00	-	348,000.00	442,687.50	94,687.50
09/01/2020	565,000.00	-	565,000.00	659,400.00	94,400.00
09/01/2021	565,800.00	-	565,800.00	662,362.50	96,562.50
09/01/2022	571,200.00	-	571,200.00	664,037.50	92,837.50
09/01/2023	566,000.00	-	566,000.00	659,887.50	93,887.50
09/01/2024	568,000.00	-	568,000.00	660,237.50	92,237.50
09/01/2025	564,250.00	-	564,250.00	659,762.50	95,512.50
09/01/2026	565,000.00	-	565,000.00	658,462.50	93,462.50
09/01/2027	565,000.00	-	565,000.00	661,031.26	96,031.26
09/01/2028	564,250.00	-	564,250.00	657,506.26	93,256.26
09/01/2029	562,750.00	-	562,750.00	658,143.76	95,393.76
09/01/2030	565,500.00	-	565,500.00	657,687.50	92,187.50
09/01/2031	567,250.00	-	567,250.00	661,137.50	93,887.50
09/01/2032	568,000.00	-	568,000.00	663,168.76	95,168.76
09/01/2033	562,750.00	-	562,750.00	658,850.00	96,100.00
09/01/2034	561,750.00	-	561,750.00	658,437.50	96,687.50
09/01/2035	564,750.00	-	564,750.00	253,062.50	(311,687.50)
09/01/2036	561,500.00	-	561,500.00	658,100.00	96,600.00
09/01/2037	562,250.00	-	562,250.00	657,675.00	95,425.00
09/01/2038	561,750.00	(571,200.00)	(9,450.00)	308,205.00	317,655.00
<b>Total</b>	<b>\$11,080,750.00</b>	<b>(571,200.00)</b>	<b>\$10,509,550.00</b>	<b>\$12,219,842.54</b>	<b>\$1,710,292.54</b>

### PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	1,269,226.94
Effects of changes in DSR investments	(102,514.05)
Net PV Cashflow Savings @ 4.476%(AIC)	1,166,712.89
Transfers from Prior Issue Debt Service Fund	(217,688.00)
Contingency or Rounding Amount	1,398.91
Net Present Value Benefit	\$950,423.80
Net PV Benefit / \$7,710,000 Refunded Principal	12.327%

### Refunding Bond Information

Refunding Dated Date	4/01/2019
Refunding Delivery Date	4/01/2019

**\$7,050,000**

Successor Agency to the Arvin Community Redevelopment Agency  
 2019 Tax Allocation Refunding Bonds (Bank Qualified)  
 Public Sale - 'A-' Underlying Rating

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
09/01/2019	205,000.00	4.000%	143,000.00	348,000.00
09/01/2020	230,000.00	4.000%	335,000.00	565,000.00
09/01/2021	240,000.00	4.000%	325,800.00	565,800.00
09/01/2022	255,000.00	4.000%	316,200.00	571,200.00
09/01/2023	260,000.00	5.000%	306,000.00	566,000.00
09/01/2024	275,000.00	5.000%	293,000.00	568,000.00
09/01/2025	285,000.00	5.000%	279,250.00	564,250.00
09/01/2026	300,000.00	5.000%	265,000.00	565,000.00
09/01/2027	315,000.00	5.000%	250,000.00	565,000.00
09/01/2028	330,000.00	5.000%	234,250.00	564,250.00
09/01/2029	345,000.00	5.000%	217,750.00	562,750.00
09/01/2030	365,000.00	5.000%	200,500.00	565,500.00
09/01/2031	385,000.00	5.000%	182,250.00	567,250.00
09/01/2032	405,000.00	5.000%	163,000.00	568,000.00
09/01/2033	420,000.00	5.000%	142,750.00	562,750.00
09/01/2034	440,000.00	5.000%	121,750.00	561,750.00
09/01/2035	465,000.00	5.000%	99,750.00	564,750.00
09/01/2036	485,000.00	5.000%	76,500.00	561,500.00
09/01/2037	510,000.00	5.000%	52,250.00	562,250.00
09/01/2038	535,000.00	5.000%	26,750.00	561,750.00
<b>Total</b>	<b>\$7,050,000.00</b>	<b>-</b>	<b>\$4,030,750.00</b>	<b>\$11,080,750.00</b>

### Yield Statistics

Bond Year Dollars	\$80,987.50
Average Life	11.488 Years
Average Coupon	4.9770026%
Net Interest Cost (NIC)	4.2782795%
True Interest Cost (TIC)	4.0495660%
Bond Yield for Arbitrage Purposes	3.6245604%
All Inclusive Cost (AIC)	4.4759262%

### IRS Form 8038

Net Interest Cost	3.7641826%
Weighted Average Maturity	11.557 Years

**\$7,050,000**

Successor Agency to the Arvin Community Redevelopment Agency  
 2019 Tax Allocation Refunding Bonds (Bank Qualified)  
 Public Sale - 'A-' Underlying Rating

## Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	YTM	Call Date	Call Price	Dollar Price
09/01/2019	Serial Coupon	4.000%	2.360%	205,000.00	100.673%	-	-	-	206,379.65
09/01/2020	Serial Coupon	4.000%	2.560%	230,000.00	101.989%	-	-	-	234,574.70
09/01/2021	Serial Coupon	4.000%	2.680%	240,000.00	103.067%	-	-	-	247,360.80
09/01/2022	Serial Coupon	4.000%	2.790%	255,000.00	103.915%	-	-	-	264,983.25
09/01/2023	Serial Coupon	5.000%	2.910%	260,000.00	108.601%	-	-	-	282,362.60
09/01/2024	Serial Coupon	5.000%	3.020%	275,000.00	109.823%	-	-	-	302,013.25
09/01/2025	Serial Coupon	5.000%	3.120%	285,000.00	110.853%	-	-	-	315,931.05
09/01/2026	Serial Coupon	5.000%	3.220%	300,000.00	111.657%	-	-	-	334,971.00
09/01/2027	Serial Coupon	5.000%	3.320%	315,000.00	112.245%	-	-	-	353,571.75
09/01/2028	Serial Coupon	5.000%	3.420%	330,000.00	112.626%	-	-	-	371,665.80
09/01/2029	Serial Coupon	5.000%	3.520%	345,000.00	112.810%	-	-	-	389,194.50
09/01/2030	Serial Coupon	5.000%	3.600%	365,000.00	112.068%	c 3.694%	09/01/2029	100.000%	409,048.20
09/01/2031	Serial Coupon	5.000%	3.650%	385,000.00	111.608%	c 3.817%	09/01/2029	100.000%	429,690.80
09/01/2032	Serial Coupon	5.000%	3.690%	405,000.00	111.241%	c 3.915%	09/01/2029	100.000%	450,526.05
09/01/2033	Serial Coupon	5.000%	3.740%	420,000.00	110.784%	c 4.008%	09/01/2029	100.000%	465,292.80
09/01/2034	Serial Coupon	5.000%	3.790%	440,000.00	110.330%	c 4.090%	09/01/2029	100.000%	485,452.00
09/01/2035	Serial Coupon	5.000%	3.840%	465,000.00	109.878%	c 4.163%	09/01/2029	100.000%	510,932.70
09/01/2036	Serial Coupon	5.000%	3.890%	485,000.00	109.429%	c 4.229%	09/01/2029	100.000%	530,730.65
09/01/2037	Serial Coupon	5.000%	3.940%	510,000.00	108.981%	c 4.289%	09/01/2029	100.000%	555,803.10
09/01/2038	Serial Coupon	5.000%	3.980%	535,000.00	108.625%	c 4.338%	09/01/2029	100.000%	581,143.75
<b>Total</b>	-	-	-	<b>\$7,050,000.00</b>	-	-	-	-	<b>\$7,721,628.40</b>

### Bid Information

Par Amount of Bonds	\$7,050,000.00
Reoffering Premium or (Discount)	671,628.40
Gross Production	\$7,721,628.40
Total Underwriter's Discount (1.500%)	\$(105,750.00)
Bid (108.027%)	7,615,878.40
Total Purchase Price	\$7,615,878.40
Bond Year Dollars	\$80,987.50
Average Life	11.488 Years
Average Coupon	4.9770026%
Net Interest Cost (NIC)	4.2782795%
True Interest Cost (TIC)	4.0495660%

**\$6,460,000**

Successor Agency to the Arvin Community Redevelopment Agency

2019 Tax Allocation Refunding Bonds (Bank Qualified)

Public Sale - Insured with Surety Bond

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**\$6,460,000**

Successor Agency to the Arvin Community Redevelopment Agency  
 2019 Tax Allocation Refunding Bonds (Bank Qualified)  
 Public Sale - Insured with Surety Bond

## Refunding Summary

Dated 04/01/2019 | Delivered 04/01/2019

### Sources Of Funds

Par Amount of Bonds	\$6,460,000.00
Reoffering Premium	783,982.80
Transfers from Prior Issue Debt Service Funds	217,688.00
Transfers from Prior Issue DSR Funds	755,313.76

**Total Sources** **\$8,216,984.56**

### Uses Of Funds

Total Underwriter's Discount (1.500%)	96,900.00
Costs of Issuance	270,000.00
Gross Bond Insurance Premium ( 50.0 bp)	50,825.27
Surety Bond Fee	52,565.00
Deposit to Current Refunding Fund	7,746,281.25
Rounding Amount	413.04

**Total Uses** **\$8,216,984.56**

### Flow of Funds Detail

State and Local Government Series (SLGS) rates for  
 Date of OMP Candidates

Current Refunding Escrow Solution Method	Net Funded
Total Cost of Investments	\$7,746,281.25
Total Draws	\$7,746,281.25

### Issues Refunded, Refunded Par And Call Dates

Series 2005 [Par 7,710,000.00] [Avg Cpn 5.108%]	4/01/2019
Series 2008 [Par 7,710,000.00] [Avg Cpn 6.500%]	4/01/2019

### PV Analysis Summary (Net to Net)

Net PV Cashflow Savings @ 4.403%(AIC)	1,545,594.18
Transfers from Prior Issue Debt Service Fund	(217,688.00)
Contingency or Rounding Amount	413.04
Net Present Value Benefit	\$1,328,319.22

Net PV Benefit / \$7,710,000 Refunded Principal	17.229%
Net PV Benefit / \$6,460,000 Refunding Principal	20.562%
Average Annual Cash Flow Savings	102,739.42
Total New Net D/S	10,165,054.17
Total Prior D/S	12,219,842.54
Total Cashflow Savings	2,054,788.37

### Bond Statistics

Average Life	11.523 Years
Average Coupon	4.9771242%

Net Interest Cost (NIC)	4.0541427%
Bond Yield for Arbitrage Purposes	3.4959298%
True Interest Cost (TIC)	3.7751613%
All Inclusive Cost (AIC)	4.4027414%

Series 2019 - Public Offe | SINGLE PURPOSE | 11/ 8/2018 | 10:29 AM

**\$6,460,000**

Successor Agency to the Arvin Community Redevelopment Agency  
 2019 Tax Allocation Refunding Bonds (Bank Qualified)  
 Public Sale - Insured with Surety Bond

**PROOF OF GROSS D/S SAVINGS @ 4.4027414%**

Date	NEW GROSS D/S	OLD GROSS D/S	SAVINGS	PV Factor	Present Value
09/01/2019	301,104.17	442,687.50	141,583.33	0.9820179x	139,037.36
09/01/2020	517,850.00	659,400.00	141,550.00	0.9401691x	134,287.03
09/01/2021	519,450.00	662,362.50	142,912.50	0.9001036x	129,754.72
09/01/2022	525,650.00	664,037.50	138,387.50	0.8617456x	120,282.89
09/01/2023	521,250.00	659,887.50	138,637.50	0.8250222x	115,320.14
09/01/2024	519,250.00	660,237.50	140,987.50	0.7898638x	112,238.90
09/01/2025	521,750.00	659,762.50	138,012.50	0.7562036x	105,181.35
09/01/2026	518,500.00	658,462.50	139,962.50	0.7239779x	102,086.49
09/01/2027	519,750.00	661,031.26	141,281.26	0.6931255x	98,622.04
09/01/2028	515,250.00	657,506.26	142,256.26	0.6635879x	95,036.85
09/01/2029	515,250.00	658,143.76	142,893.76	0.6353090x	91,361.34
09/01/2030	519,500.00	657,687.50	138,187.50	0.6082352x	84,573.95
09/01/2031	522,750.00	661,137.50	138,387.50	0.5823152x	81,055.52
09/01/2032	525,000.00	663,168.76	138,168.76	0.5574997x	77,447.35
09/01/2033	516,250.00	658,850.00	142,600.00	0.5337418x	76,479.35
09/01/2034	517,000.00	658,437.50	141,437.50	0.5109963x	72,591.47
09/01/2035	521,750.00	661,606.26	139,856.26	0.4892202x	68,688.97
09/01/2036	515,250.00	658,100.00	142,850.00	0.4683720x	67,127.84
09/01/2037	518,000.00	657,675.00	139,675.00	0.4484122x	62,778.44
09/01/2038	514,500.00	654,975.00	140,475.00	0.4293031x	60,379.48
<b>Total</b>	<b>\$10,165,054.17</b>	<b>\$12,975,156.30</b>	<b>\$2,810,102.13</b>	-	<b>\$1,894,331.46</b>

**\$6,460,000**

Successor Agency to the Arvin Community Redevelopment Agency  
 2019 Tax Allocation Refunding Bonds (Bank Qualified)  
 Public Sale - Insured with Surety Bond

## Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
09/01/2019	301,104.17	301,104.17	442,687.50	141,583.33
09/01/2020	517,850.00	517,850.00	659,400.00	141,550.00
09/01/2021	519,450.00	519,450.00	662,362.50	142,912.50
09/01/2022	525,650.00	525,650.00	664,037.50	138,387.50
09/01/2023	521,250.00	521,250.00	659,887.50	138,637.50
09/01/2024	519,250.00	519,250.00	660,237.50	140,987.50
09/01/2025	521,750.00	521,750.00	659,762.50	138,012.50
09/01/2026	518,500.00	518,500.00	658,462.50	139,962.50
09/01/2027	519,750.00	519,750.00	661,031.26	141,281.26
09/01/2028	515,250.00	515,250.00	657,506.26	142,256.26
09/01/2029	515,250.00	515,250.00	658,143.76	142,893.76
09/01/2030	519,500.00	519,500.00	657,687.50	138,187.50
09/01/2031	522,750.00	522,750.00	661,137.50	138,387.50
09/01/2032	525,000.00	525,000.00	663,168.76	138,168.76
09/01/2033	516,250.00	516,250.00	658,850.00	142,600.00
09/01/2034	517,000.00	517,000.00	658,437.50	141,437.50
09/01/2035	521,750.00	521,750.00	253,062.50	(268,687.50)
09/01/2036	515,250.00	515,250.00	658,100.00	142,850.00
09/01/2037	518,000.00	518,000.00	657,675.00	139,675.00
09/01/2038	514,500.00	514,500.00	308,205.00	(206,295.00)
<b>Total</b>	<b>\$10,165,054.17</b>	<b>\$10,165,054.17</b>	<b>\$12,219,842.54</b>	<b>\$2,054,788.37</b>

### PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	1,894,331.46
Effects of changes in DSR investments	(348,737.28)
Net PV Cashflow Savings @ 4.403%(AIC)	1,545,594.18
Transfers from Prior Issue Debt Service Fund	(217,688.00)
Contingency or Rounding Amount	413.04
Net Present Value Benefit	\$1,328,319.22
Net PV Benefit / \$7,710,000 Refunded Principal	17.229%

### Refunding Bond Information

Refunding Dated Date	4/01/2019
Refunding Delivery Date	4/01/2019

**\$6,460,000**

Successor Agency to the Arvin Community Redevelopment Agency  
 2019 Tax Allocation Refunding Bonds (Bank Qualified)  
 Public Sale - Insured with Surety Bond

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
09/01/2019	170,000.00	4.000%	131,104.17	301,104.17
09/01/2020	210,000.00	4.000%	307,850.00	517,850.00
09/01/2021	220,000.00	4.000%	299,450.00	519,450.00
09/01/2022	235,000.00	4.000%	290,650.00	525,650.00
09/01/2023	240,000.00	5.000%	281,250.00	521,250.00
09/01/2024	250,000.00	5.000%	269,250.00	519,250.00
09/01/2025	265,000.00	5.000%	256,750.00	521,750.00
09/01/2026	275,000.00	5.000%	243,500.00	518,500.00
09/01/2027	290,000.00	5.000%	229,750.00	519,750.00
09/01/2028	300,000.00	5.000%	215,250.00	515,250.00
09/01/2029	315,000.00	5.000%	200,250.00	515,250.00
09/01/2030	335,000.00	5.000%	184,500.00	519,500.00
09/01/2031	355,000.00	5.000%	167,750.00	522,750.00
09/01/2032	375,000.00	5.000%	150,000.00	525,000.00
09/01/2033	385,000.00	5.000%	131,250.00	516,250.00
09/01/2034	405,000.00	5.000%	112,000.00	517,000.00
09/01/2035	430,000.00	5.000%	91,750.00	521,750.00
09/01/2036	445,000.00	5.000%	70,250.00	515,250.00
09/01/2037	470,000.00	5.000%	48,000.00	518,000.00
09/01/2038	490,000.00	5.000%	24,500.00	514,500.00
<b>Total</b>	<b>\$6,460,000.00</b>	<b>-</b>	<b>\$3,705,054.17</b>	<b>\$10,165,054.17</b>

### Yield Statistics

Bond Year Dollars	\$74,441.67
Average Life	11.523 Years
Average Coupon	4.9771242%
Net Interest Cost (NIC)	4.0541427%
True Interest Cost (TIC)	3.7751613%
Bond Yield for Arbitrage Purposes	3.4959298%
All Inclusive Cost (AIC)	4.4027414%

### IRS Form 8038

Net Interest Cost	3.4676314%
Weighted Average Maturity	11.629 Years

**\$6,460,000**

Successor Agency to the Arvin Community Redevelopment Agency  
 2019 Tax Allocation Refunding Bonds (Bank Qualified)  
 Public Sale - Insured with Surety Bond

## Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	YTM	Call Date	Call Price	Dollar Price
09/01/2019	Serial Coupon	4.000%	2.060%	170,000.00	100.798%	-	-	-	171,356.60
09/01/2020	Serial Coupon	4.000%	2.260%	210,000.00	102.411%	-	-	-	215,063.10
09/01/2021	Serial Coupon	4.000%	2.340%	220,000.00	103.876%	-	-	-	228,527.20
09/01/2022	Serial Coupon	4.000%	2.460%	235,000.00	105.015%	-	-	-	246,785.25
09/01/2023	Serial Coupon	5.000%	2.590%	240,000.00	109.994%	-	-	-	263,985.60
09/01/2024	Serial Coupon	5.000%	2.690%	250,000.00	111.569%	-	-	-	278,922.50
09/01/2025	Serial Coupon	5.000%	2.790%	265,000.00	112.899%	-	-	-	299,182.35
09/01/2026	Serial Coupon	5.000%	2.890%	275,000.00	113.992%	-	-	-	313,478.00
09/01/2027	Serial Coupon	5.000%	2.990%	290,000.00	114.856%	-	-	-	333,082.40
09/01/2028	Serial Coupon	5.000%	3.090%	300,000.00	115.499%	-	-	-	346,497.00
09/01/2029	Serial Coupon	5.000%	3.190%	315,000.00	115.931%	-	-	-	365,182.65
09/01/2030	Serial Coupon	5.000%	3.270%	335,000.00	115.165%	c 3.387%	09/01/2029	100.000%	385,802.75
09/01/2031	Serial Coupon	5.000%	3.320%	355,000.00	114.689%	c 3.528%	09/01/2029	100.000%	407,145.95
09/01/2032	Serial Coupon	5.000%	3.360%	375,000.00	114.310%	c 3.642%	09/01/2029	100.000%	428,662.50
09/01/2033	Serial Coupon	5.000%	3.410%	385,000.00	113.839%	c 3.748%	09/01/2029	100.000%	438,280.15
09/01/2034	Serial Coupon	5.000%	3.460%	405,000.00	113.370%	c 3.842%	09/01/2029	100.000%	459,148.50
09/01/2035	Serial Coupon	5.000%	3.500%	430,000.00	112.996%	c 3.919%	09/01/2029	100.000%	485,882.80
09/01/2036	Serial Coupon	5.000%	3.540%	445,000.00	112.624%	c 3.987%	09/01/2029	100.000%	501,176.80
09/01/2037	Serial Coupon	5.000%	3.580%	470,000.00	112.253%	c 4.049%	09/01/2029	100.000%	527,589.10
09/01/2038	Serial Coupon	5.000%	3.620%	490,000.00	111.884%	c 4.106%	09/01/2029	100.000%	548,231.60
<b>Total</b>	-	-	-	<b>\$6,460,000.00</b>	-	-	-	-	<b>\$7,243,982.80</b>

### Bid Information

Par Amount of Bonds	\$6,460,000.00
Reoffering Premium or (Discount)	783,982.80
Gross Production	\$7,243,982.80
Total Underwriter's Discount (1.500%)	\$(96,900.00)
Bid (110.636%)	7,147,082.80
Total Purchase Price	\$7,147,082.80
Bond Year Dollars	\$74,441.67
Average Life	11.523 Years
Average Coupon	4.9771242%
Net Interest Cost (NIC)	4.0541427%
True Interest Cost (TIC)	3.7751613%

11/23/18 (Draft Est. No. 5 - COI Estimate)

Successor Agency to Arvin CRA, CA  
2018 Refinancing of 2005 and 2008 TABS  
(Arvin Redevelopment Project)

(Rated with Bond Insurance Public Sale)

Est. Principal Amount: Size: \$6,460,000\* (“AA” Rated Insured)

**PRELIMINARY COST OF ISSUANCE ESTIMATE**

<b><u>Description</u></b>	<b><u>Firm</u></b>	<b><u>Est. Fees /Expenses</u></b>
Bond Counsel	Jones Hall	\$57,000
Financial Advisor	W. J. Fawell Co.	\$55,000
Disclosure Counsel	Jones Hall	\$35,000
Administrative Cost Reimbursement	City of Arvin	\$64,000
Fiscal Report	HdL Coren & Cone	\$18,500
Bond Rating Fee	Standard & Poor’s	\$15,000
Underwriter Counsel	TBD	\$15,000
Trustee Escrow Agent	TBD	\$5,500
CDAIC Fee	CDAIC	\$1,800
Printer	TBD	\$2,500
<b>Subtotal</b>		<b>\$269,300</b>
Contingency		<u>700</u>
<b>TOTAL ESTIMATE</b>		<b>\$270,000*</b>

(1) \*Preliminary; Subject to Change

**Successor Agency to the Redevelopment Agency of the City of Arvin (Arvin, CA)  
Tax Allocation Refunding, Series 2019**

**FINANCE SCHEDULE v1 (as of November 23, 2018)**

WORKING GROUP					
Key	Role	Participant	Key	Role	Participant
I	Issuer	Arvin SARDA	BC/DC	Bond/Disclosure Counsel	Jones Hall
IC	Issuer Counsel	Shannon Chaffin	UW	Underwriter	Alamo Capital
MA	Municipal Advisors	W.J. Fawell Co.	FC	Fiscal Consultant	HdL Coren & Cone
Cur T	2005 & 2008 Trustee	Wells Fargo			
New T	2019 Trustee	TBD			

NOVEMBER							DECEMBER							JANUARY							FEBRUARY							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
				1	2	3			4	5	6	7	8	1			1	2	3	4	5						1	2
4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12	3	4	5	6	7	8	9	
11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19	10	11	12	13	14	15	16	
18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26	17	18	19	20	21	22	23	
25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30	31			24	25	26	27	28			
							30	31																				

MARCH							APRIL							May						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2		1	2	3	4	5	6			1	2	3	4		
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31	
31																				

■ SA Meeting    ■ Holiday

DATE	ACTIVITY	PARTY	STATUS
November 27	• Deadline to submit agenda packet to SA	I, IC, BC, MA, UW	
December 4	• SA meeting to approve: ○ Hiring Resolution	I, IC, BC, MA, UW	
<b>December 25</b>	• <b>Christmas Day</b>		
<b>January 1</b>	• <b>New Year's Day</b>		
January 8	• Deadline to submit agenda packet to SA	I, IC, BC, MA, UW	
January 15	• SA meeting to approve: ○ Debt Management Plan (Required by SB 1029) ○ Resolution Authorizing Refinancing of the Series 2005 and 2008 Bonds	I, IC, BC, MA, UW	
January 17	• Request meeting and Submit agenda packet to Kern Co. Oversight Board	I, IC, BC, MA, UW	
<b>January 22</b>	• <b>Martin Luther King, Jr. Day</b>		
<b>February 18</b>	• <b>Presidents' Day</b>		
February 19	• Meeting of the Kern Co. Consolidated Oversight Board to approve SA Resolution Authorizing Refunding	IC, BC, MA, UW	
February 20	• Send certified letters to Taxing Entities requesting subordination of statutory tax sharing payments. Taxing Entities has 45 days to respond (4/6/19)	BC, I, IC, MA	

**Successor Agency to the Redevelopment Agency of the City of Arvin (Arvin, CA)  
Tax Allocation Refunding, Series 2019**

**FINANCE SCHEDULE v1 (as of November 23, 2018)**

<b>WORKING GROUP</b>					
<b>Key</b>	<b>Role</b>	<b>Participant</b>	<b>Key</b>	<b>Role</b>	<b>Participant</b>
<b>I</b>	Issuer	Arvin SARDA	<b>BC/DC</b>	Bond/Disclosure Counsel	Jones Hall
<b>IC</b>	Issuer Counsel	Shannon Chaffin	<b>UW</b>	Underwriter	Alamo Capital
<b>MA</b>	Municipal Advisors	W.J. Fawell Co.	<b>FC</b>	Fiscal Consultant	HdL Coren & Cone
<b>Cur T</b>	2005 & 2008 Trustee	Wells Fargo			
<b>New T</b>	2019 Trustee	TBD			

<b>DATE</b>	<b>ACTIVITY</b>	<b>PARTY</b>	<b>STATUS</b>
February 21	<ul style="list-style-type: none"> <li>Send letter to DOF to request approve of Oversight Board action for refunding; DOF has 65 days to respond (4/27/19)</li> <li>Distribute Fiscal Consultant Tables for POS</li> </ul>	I, IC, MA  FC	
February 26	<ul style="list-style-type: none"> <li>1<sup>st</sup> Draft of Preliminary Official Statement (POS)</li> <li>Distribute 1<sup>st</sup> draft of Fiscal Consultant Report</li> </ul>	DC FC	
March 1	<ul style="list-style-type: none"> <li>Conference call to discuss POS, Legal Documents &amp; Fiscal Consultant Report @ TBD</li> </ul>	All	
March 6	<ul style="list-style-type: none"> <li>Distribute 2<sup>nd</sup> draft of POS and Legal Documents</li> <li>Distribute 2<sup>nd</sup> draft of Fiscal Consultant Report</li> </ul>	BC/DC  FC	
March 8	<ul style="list-style-type: none"> <li>Submit credit package to Rating Agency and Municipal Bond Insurance Companies</li> </ul>	UW, MA	
March 26	<ul style="list-style-type: none"> <li>Deadline to submit agenda package to SA to approve POS</li> </ul>	I, IC, BC/DC, MA, UW	
April 2	<ul style="list-style-type: none"> <li>Successor Agency approves POS</li> </ul>	I, IC, BC/DC, MA, UW	
April 3	<ul style="list-style-type: none"> <li>Conference call with Rating Agency &amp; Bond Insurer (if needed) @ TBD</li> </ul>	I, MA, UW	
April 6	<ul style="list-style-type: none"> <li>45 day response period ends for Taxing Entities to object to subordination of statutory tax sharing payments</li> </ul>	All	
April 10	<ul style="list-style-type: none"> <li>Receive Rating</li> </ul>		
April 11	<ul style="list-style-type: none"> <li>Receive bid from Municipal Bond Insurance Companies</li> </ul>	All	
April 27	<ul style="list-style-type: none"> <li>Deadline to receive DOF approval of refunding; 65-day response time ends.</li> </ul>	I	
April 29	<ul style="list-style-type: none"> <li>Due Diligence call @ TBD</li> </ul>	All	
April 30	<ul style="list-style-type: none"> <li>Final POS Sent to Printer</li> <li>Sign Off on Checking Copy of POS</li> <li>Public Dissemination of POS; Marketing Period Begins</li> </ul>	DC I, IC, UW, MA, BC/DC UW	
May 13	<ul style="list-style-type: none"> <li>Pre-Pricing</li> </ul>	UW, I, MA	
May 14	<ul style="list-style-type: none"> <li>Pricing</li> <li>Execution of Bond Purchase Contract</li> </ul>	UW, MA, I, BC/DC	

**Successor Agency to the Redevelopment Agency of the City of Arvin (Arvin, CA)  
Tax Allocation Refunding, Series 2019**

**FINANCE SCHEDULE v1 (as of November 23, 2018)**

WORKING GROUP					
Key	Role	Participant	Key	Role	Participant
I	Issuer	Arvin SARDA	BC/DC	Bond/Disclosure Counsel	Jones Hall
IC	Issuer Counsel	Shannon Chaffin	UW	Underwriter	Alamo Capital
MA	Municipal Advisors	W.J. Fawell Co.	FC	Fiscal Consultant	HdL Coren & Cone
Cur T	2005 & 2008 Trustee	Wells Fargo			
New T	2019 Trustee	TBD			

DATE	ACTIVITY	PARTY	STATUS
May 17	<ul style="list-style-type: none"> <li>Distribute draft of Final Official Statement and Refunding Documents</li> <li>Draft Verification Report</li> <li>Distribute draft Closing Memorandum</li> </ul>	BC/DC VA UW	
May 22	<ul style="list-style-type: none"> <li>Provide Sign-off on Final OS</li> <li>Send Final OS to MuniOS</li> <li>Bond Counsel sends Final Financing Documents to City for Execution</li> </ul>	UW, MA, I	
May 24	<ul style="list-style-type: none"> <li>City sends electronic and original signed financing documents (via overnight delivery) to Bond Counsel for pre-closing</li> </ul>	BC/DC, I	
May 27	<ul style="list-style-type: none"> <li><b>Memorial Day</b></li> </ul>		
May 28	<ul style="list-style-type: none"> <li>Bond Counsel receives final electronic and/or original signed financing and closing documents.</li> <li>Distribute Final Closing Memorandum</li> </ul>	BC/DC UW	
May 29	<ul style="list-style-type: none"> <li>Pre-Closing</li> </ul>	BC, UW, MA,	
May 30	<ul style="list-style-type: none"> <li>Closing</li> </ul>	UW, MA, BC, I, T	



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

Meeting Date: January 22, 2019

**TO:** City Council

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

**SUBJECT:** A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE DISSOLVED ARVIN COMMUNITY REDEVELOPMENT AGENCY, APPROVING AND ADOPTING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE COVERING THE PERIOD OF JULY 1, 2019 THROUGH JUNE 30, 2020, PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177(r) AND (m).

**BACKGROUND:**

As part of the RDA wind down process, each successor agency is responsible for drafting a Recognized Obligations Payment Schedule (ROPS) delineating the enforceable obligations of the former RDA and their source of payment every year. ROPS are subject to the approval of the local oversight board.

In the past, the ROPS were presented every six months. The State of California has changed the reporting period to be an annual report. In compliance with this requirement, Staff has prepared ROPS 19-20 for the Period July 01, 2019 to June 30, 2020 which is due to the Department of Finance (DOF) by February 1, 2019. Attached is the ROPS that Staff is recommending for submittal. This list includes all obligations that have been identified and the amounts requested for payment in this cycle. Items are listed under the RPTTF column for Admin or Non Admin obligations. "RPTTF" stands for Redevelopment Property Tax Trust Fund. These are the revenues collected through the property taxes. These funds must be used first to meet debt obligations and any remaining obligations may be funded with the RPTTF.

The rows highlighted in red on the "Obligation Payment Schedule" are items that have been denied in previous ROPS requests. Staff has kept them on the ROPS schedule in order to keep them active and give the City an opportunity to revisit these requests in future submissions. The main item identified for payment during this cycle will be the funds to meet bond obligations for a principal and interest payment in March and September. In addition to the bond principal and

interest payments, a modest amount for general maintenance expenditures for the properties currently owned by the Successor Agency. The allowable amount for Administrative Costs is estimated to be \$150,000 and will be included on this schedule.

The total available RPTTF through property taxes may be less than the amounts being requested on the ROPS. When this occurs the obligations that cannot be funded in this cycle will be carried over into the next ROPS cycle.

Once the ROPS is approved by the Successor Agency, it will be submitted to the Kern County Oversight Board for approval and then to the DOF, Kern County Auditor Controller and the State Controller's Office for review and approval.

**RECOMMENDATION:**

Staff recommends that the Successor Agency Board approve the ROPS 19-20 for the period of July 01, 2019 to June 30, 2020 and authorize staff to submit this also to the Kern County Oversight Board for approval.

**FISCAL IMPACT:**

None. There is cost recovery for staff time which City staff spends on Successor Agency business. Such cost recovery is paid via an administrative allowance that the City requests on the ROPS.

## **RESOLUTION**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE DISSOLVED ARVIN COMMUNITY REDEVELOPMENT AGENCY, APPROVING AND ADOPTING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE COVERING THE PERIOD OF JULY 1, 2019 THROUGH JUNE 30, 2020, PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177(R) AND (M).**

**WHEREAS**, pursuant to Health and Safety Code Section 34173(d), the City of Arvin became the successor agency to the Arvin Community Redevelopment Agency ("Successor Agency"); and

**WHEREAS**, pursuant to Health and Safety Code Section 34173(g), the Successor Agency is now a separate legal entity from the City; and

**WHEREAS**, pursuant to Health and Safety Code Section 34179(j), on July 1, 2018 a single oversight board, staffed by the county auditor-controller, was created to oversee the actions of all successor agencies within Kern County, including the Successor Agency to the Arvin Community Redevelopment Agency, and

**WHEREAS**, Health and Safety Code Section 34177(l) requires the Successor Agency to prepare a recognized obligation payment schedule ("ROPS"), by February 1<sup>st</sup> of each year, forward looking to the next fiscal year; and

**WHEREAS**, Health and Safety Code Section 34177(l)(2) requires the Successor Agency to submit the ROPS to the Successor Agency's oversight board for its approval, and upon such approval, the Successor Agency is required to submit a copy of the approved ROPS ("Approved ROPS") to the Kern County Auditor-Controller, the California State Controller, and the State of California Department of Finance, and post the Approved ROPS on the Successor Agency's website; and

**WHEREAS**, Health and Safety Code Section 34177(m) requires that the Approved ROPS for the period July 1, 2019 through June 30, 2020 ("ROPS 19-20") is required to be submitted to the Department of Finance, California State Controller and the Kern County Auditor Controller by February 1, 2019; and

**WHEREAS**, all other legal prerequisites to the adoption of this Resolution have occurred.

**NOW THEREFORE BE IT RESOLVED BY, THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE FORMER ARVIN COMMUNITY REDEVELOPMENT AGENCY AS FOLLOWS:**

Section 1. **Recitals**. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. **Approval of ROPS**. The Successor Agency hereby approves and adopts the ROPS 19-20, covering the period July 1 ,2019 through June 30, 2020, in substantially the form attached to this Resolution as Exhibit A, as required by Health and Safety Code Section 34177.

Section 3. **Transmittal of ROPS**. The City Manager and Finance Director are hereby authorized and directed to take any action necessary to carry out the purposes of this Resolution and comply with applicable law regarding the ROPS 19-20, including submitting the ROPS 19-20 to the Successor Agency's oversight board for approval, and submission of the Approved ROPS to the Kern County Auditor-Controller, the California State Controller, and the State of California Department of Finance, and posting the Approved ROPS on the Successor Agency's website.

Section 4. **Effectiveness**. This Resolution shall take effect 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 22nd day of January, 2019 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.

**Recognized Obligation Payment Schedule (ROPS 19-20) - Summary  
Filed for the July 1, 2019 through June 30, 2020 Period**

**Successor Agency:** Arvin  
**County:** Kern

<b>Current Period Requested Funding for Enforceable Obligations (ROPS Detail)</b>	<b>19-20A Total (July - December)</b>	<b>19-20B Total (January - June)</b>	<b>ROPS 19-20 Total</b>
<b>A Enforceable Obligations Funded as Follows (B+C+D):</b>	<b>\$ 644,752</b>	<b>\$ 10,000</b>	<b>\$ 654,7</b>
B Bond Proceeds	-	-	
C Reserve Balance	-	-	
D Other Funds	644,752	10,000	654,7
<b>E Redevelopment Property Tax Trust Fund (RPTTF) (F+G):</b>	<b>\$ 517,688</b>	<b>\$ 287,199</b>	<b>\$ 804,8</b>
F RPTTF	442,688	212,199	654,8
G Administrative RPTTF	75,000	75,000	150,0
<b>H Current Period Enforceable Obligations (A+E):</b>	<b>\$ 1,162,440</b>	<b>\$ 297,199</b>	<b>\$ 1,459,6</b>

Certification of Oversight Board Chairman:  
Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

\_\_\_\_\_  
Name Title  
/s/ \_\_\_\_\_  
Signature Date

Attachment: Arvin\_ROPS 19-20 Template2 (ROPS 19-20 updated)



**Arvin Recognized Obligation Payment Schedule (ROPS 19-20) - Report of Cash Balances**  
**July 1, 2016 through June 30, 2017**  
**(Report Amounts in Whole Dollars)**

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other fund source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see [Cash Balance Tips Sheet](#)

A	B	C	D	E	F	G	H
		<b>Fund Sources</b>					
		<b>Bond Proceeds</b>		<b>Reserve Balance</b>	<b>Other Funds</b>	<b>RPTTF</b>	
	<b>ROPS 16-17 Cash Balances (07/01/16 - 06/30/17)</b>	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, Grants, Interest, etc.	Non-Admin and Admin	<b>Comments</b>
1	<b>Beginning Available Cash Balance (Actual 07/01/16)</b> RPTTF amount should exclude "A" period distribution amount			755,375	19,362	58,201	From 6/30/16 ROPS report
2	<b>Revenue/Income (Actual 06/30/17)</b> RPTTF amount should tie to the ROPS 16-17 total distribution from the County Auditor-Controller				100,836	805,426	98,224 sale of property 2,612 allocated interest
3	<b>Expenditures for ROPS 16-17 Enforceable Obligations (Actual 06/30/17)</b>					693,353	
4	<b>Retention of Available Cash Balance (Actual 06/30/17)</b> RPTTF amount retained should only include the amounts distributed as reserve for future period(s)				120,198	170,274	Amount will be used towards paying down loan of \$569,076 to City for bond payments on ROPS 15/16 A - line #38 (approved by DOF)
5	<b>ROPS 16-17 RPTTF Prior Period Adjustment</b> RPTTF amount should tie to the Agency's ROPS 16-17 PPA form submitted to the CAC	No entry required					
6	<b>Ending Actual Available Cash Balance (06/30/17)</b> C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)						
		\$ 0	\$ 0	\$ 755,375	\$ 0	\$ 0	

Attachment: Arvin\_ROPS 19-20 Template2 (ROPS 19-20 updated)



**Arvin Recognized Obligation Payment Schedule (ROPS 19-20) - Notes July 1, 2019 through June 30, 2020**

<b>Item #</b>	<b>Notes/Comments</b>



## CITY OF ARVIN Staff Report

Meeting Date: January 22, 2019

**TO:** City Council

**FROM:** Cecilia Vela, City Clerk  
Jerry Breckinridge, City Manager

**SUBJECT:** ELECTION OF VICE MAYOR

### **BACKGROUND**

At their meeting of March 14, 2006, the Mayor and Councilmembers of the Arvin City Council voted unanimously to adopt Resolution No. 06-07 that established a policy that provides for the annual rotation of the vice mayor chair.

The annual rotation policy of Resolution No. 06-07 for the vice mayor chair is set as follows:

- 1) At the first City Council meeting of each year, the City Council shall nominate, vote and elect the vice-mayor.
- 2) The elected vice-mayor shall serve until the end of his/her elected or appointed term or until the end of the one-year vice-mayor term, whichever event occurs first.
- 3) Nothing in Resolution No. 06-07 shall prevent a council member from nominating his or her own self; and
- 4) Nothing in Resolution No. 06-07 shall prevent a council member from serving as vice-mayor for consecutive terms; and
- 5) The Mayor is prohibited from serving as the vice-mayor during his or her term as Mayor.

### **RECOMMENDATION**

Staff recommends that the Council hold an election of vice mayor in accordance with the policy established by Resolution No. 06-07.

The following is a recommended election process however, the Council may use another method for nominating and electing a Vice Mayor.

- 1) The Mayor shall open nominations.
- 2) Either the Mayor or a Councilmember may motion to nominate another Councilmember or with the exception of the Mayor, may nominate themselves.

- 3) Once a motion and second motion is made to nominate a Councilmember, a roll call vote shall be taken.
- 4) The nominated Councilmember shall obtain the seat of Vice Mayor if they receive a majority vote in favor (no less than 3).
- 5) If the nominated Councilmember does not obtain a majority vote, the Mayor shall re-open nominations and the nomination and voting process shall continue as listed above until a Councilmember is successful in obtaining a majority vote; thus obtaining the seat of Vice Mayor.

**FINANCIAL IMPACT**

None

**ATTACHMENTS**

Resolution No. 06-07

**RESOLUTION NO. 06-07**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN REGARDING THE ANNUAL ROTATION OF THE VICE-MAYOR CHAIR.**

**WHEREAS**, the City Council unanimously voted to establish a policy that provides for the annual rotation of the vice-mayor chair; and

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

1. The above recitals are true and correct;
2. At the first City Council meeting of each year, the City Council shall nominate, vote and elect the vice-mayor.
3. The elected vice-mayor shall serve until the end of his/her elected or appointed term or until the end of the one-year vice-mayor term, whichever event occurs first.
4. Nothing in this resolution shall prevent a council member from nominating his or her own self; and
5. Nothing in this resolution shall prevent a council member from serving as vice-mayor for consecutive terms; and
6. The Mayor is prohibited from serving as the vice-mayor during his or her term as Mayor.

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the Arvin City Council at a regular meeting thereof held on the 14<sup>th</sup> of March, 2006 by the following vote:

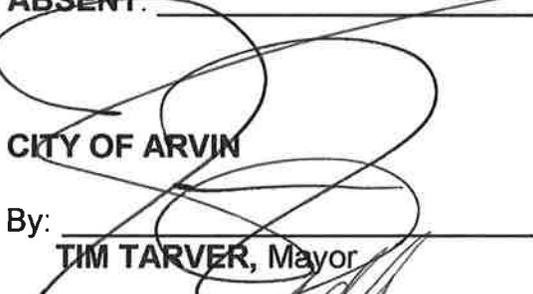
**AYES:** CM Flores, CM Stoner, CM McNeill, MPT Ojeda, Mayor Tarver

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

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

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

  
 \_\_\_\_\_  
**CÉCILIA VELA, City Clerk**

**CITY OF ARVIN**  
 By:   
 \_\_\_\_\_  
**TIM TARVER, Mayor**

**APPROVED AS TO FORM:**  
 By:   
 \_\_\_\_\_  
**LAURA OLIVIER, City Attorney**

Attachment: Resolution No. 06-07 Annual Rotation of Vice Mayor (Election of Vice Mayor)

## City of Arvin - General Fund Revenue Analysis

Fiscal Year 2018-19 as of 12/31/18. % of year = 50

Report updated 01/03/19. dollars in thousands (\$000)

Category	Budget	YTD	Budget %
Administrative Cost Recovery	297	149	50.2%
Business License etc.	56	26	46.4%
Franchise Fees	445	149	33.5%
Grants	34	23	67.6%
Planning Department Fees	578	157	27.2%
Police Department Fees	38	15	39.5%
Property Tax Fees	256	135	52.7%
Rental of Facilities	54	23	42.6%
*Sales Tax - general	750	373	49.7%
*Sales Tax - Measure L	1,783	591	33.1%
**Vehicle License Fees/taxes	1,963	972	49.5%
One-Time Revenue	-		0.0%
<b>Total General Fund Revenue YTD</b>	<b>6,254</b>	<b>2,613</b>	<b>41.8%</b>

\* Sales tax is through October, not December

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

City of Arvin - General Fund Expense Analysis  
 Fiscal Year 2018-19 as of 12/31/18. % of year = 50

Dollars in thousands (000)

Category	Budget	YTD	Budget %
Salaries and Benefits	4,199	1,833	43.7%
Kern County Fire Contract	531	266	50.1%
General City Expenses	401	127	31.7%
*Professional Service Contracts	210	310	147.6%
Maintenance	225	59	26.2%
Legal	246	159	64.6%
Information Technology	128	46	35.9%
Utilities	226	125	55.3%
<b>Total General Fund Expenses</b>	<b>6,166</b>	<b>2,925</b>	<b>47.4%</b>

\*Prof Serv Contracts: (310k year to date)

Planning/Engineering:

JAS Pacific - Planning	130
JAS Pacific - Build Inspect	28
DeWalt - Engineering	65
Other	15

Planning/Engineering total 238

Administration:

Audit	48
Sphere of Influence Study	20
City Manager Recruitment	7

Administration total 75

Police 7